

BOISE, MONDAY, JUNE 8, 2020, AT 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

JULIE A. NEUSTADT,

**Plaintiff-Counterdefendant-
Appellant-Cross Respondent,**

v.

MARK D. COLAFRANCESCHI,

**Defendant-Counterclaimant-
Respondent-Cross Appellant.**

Docket No. 47201

Appeal from the District Court of the Fourth Judicial District, State of Idaho,
Valley County. Jason D. Scott, District Judge.

Ludwig Shoufler Miller Johnson LLP Boise, for appellant/cross-respondent.

Mark D. Colafranceschi, *pro se*, for respondent/cross appellant.

This appeal involves the enforceability of a premarital agreement between Julie Neustadt and Mark Colafranceschi. Before the two were married, they entered into a premarital agreement that required Neustadt to obtain a two-million-dollar life insurance policy naming Colafranceschi as the beneficiary. Further, the agreement required Neustadt to keep the policy in force after termination of the marriage. During the divorce proceedings, Neustadt challenged the enforceability of this provision, arguing that the insurance requirement was void as a matter of public policy to the extent it applied after divorce. The magistrate court agreed that the contractual provision was void as a matter of public policy. However, on appeal, the district court reversed, concluding the insurance clause did not offend any public policy in Idaho.

Neustadt appeals, arguing that the district court erred in finding the insurance clause valid and enforceable because, following the parties' divorce, Colafranceschi has no insurable interest in Neustadt's life. Appearing *pro se*, Colafranceschi contends that the insurance provision is valid and enforceable.

Colafranceschi also filed a cross-appeal, asserting error in (1) the denial of a discovery request, (2) the lower courts' failure to address his objection to Neustadt's motion in limine, and (3) the lower courts' findings that Colafranceschi failed to prove he was fraudulently induced to sign the premarital agreement.