

IN THE SUPREME COURT OF THE STATE OF IDAHO

KEVIN SEWARD,

Plaintiff-Respondent,

v.

MUSICK AUCTION, LLC, an Idaho
Limited Liability Company,

Defendant-Appellant.

Docket No. 44543

Appeal from the District Court of the Third Judicial District, State of Idaho, Canyon County. Hon. Davis F. VanderVelde, District Judge.

Pickens Cozakos, P.A., Boise, for appellant.

Rossman Law Group, PLLC, Boise, for respondent.

Kevin Seward (“Seward”) filed a Complaint and Demand for Jury Trial alleging Musick Auction, LLC, (“Musick”) violated the Wage Claim Act. A Mediation Order was entered by the court. Following mediation, a hearing was held. At that hearing, the terms of the negotiated settlement were read into the record in the presence of both parties and their respective counsel. Because of a technical error the hearing was not recorded. Accordingly, the terms of the proposed settlement agreement were disputed, and the parties could not reach a mutual agreement. The district court ultimately granted Seward’s Motion to Enforce Settlement Agreement and entered judgment against Musick. Musick timely appealed the district court’s decision.

On appeal, Musick argues there is no evidence to support a binding oral agreement and, therefore, there are material factual issues in dispute that render summary judgment improper. First, Musick contends both parties understood that a written agreement was necessary before dismissal of the case. Second, Musick claims the district court improperly weighed the evidence. Finally, Musick maintains there was no meeting of the minds sufficient to form a valid, enforceable settlement agreement.