

BOISE, THURSDAY, JANUARY 21, 2021, AT 8:50 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

TRICORE INVESTMENTS, LLC, an)
Idaho limited liability company,)

Plaintiff-Respondent/)
Cross-Appellant,)

v.)

Docket No. 46912

THE ESTATE OF FRANCES ELAINE)
WARREN, deceased, acting through the)
Court-Appointed Co-Personal)
Representatives, DANIEL ROBERT)
WARREN and CHRISTOPHER GEORGE)
WARREN; PLBM, LLC, an Idaho limited)
liability company; and JOHN STOCKTON,)
an individual,)

Defendants-Appellants/)
Cross-Respondents,)

and)

TODD BRINKMEYER, an individual,)

Defendant.)

Appeal from the District Court of the First Judicial District of the State of Idaho, Bonner County. Barbara A. Buchanan, District Judge.

Witherspoon Brajcich McPhee, PLLC, Spokane, Washington, attorneys for Appellants/Cross-Respondents.

Roberts Freebourn, PLLC, Spokane, Washington and Featherston Law Firm, Sandpoint, Idaho, attorneys for Respondent/Cross-Appellant.

The Estate of Frances Elaine Warren (“Estate”) entered into a purchase and sale agreement with Tricore Investments, LLC (“Tricore”) for real property near Priest Lake in Bonner County, Idaho. Before the sale with Tricore closed, the Estate sold the real property to

John Stockton and Todd Brinkmeyer. Tricore filed a complaint against the Estate for breach of contract, violation of the Idaho Consumer Protection Act (“ICPA”), among other things, and sought specific performance. Tricore’s complaint also alleged that Stockton tortiously interfered with the sale and that the Estate and Stockton engaged in a civil conspiracy. The Estate and Stockton jointly answered and asserted numerous affirmative defenses including the statute of frauds, no meeting of the minds, and repudiation.

The district court dismissed the statute of frauds defense on summary judgment. The case proceeded to a bench trial where the district court ultimately held that a valid and enforceable contract existed between the Estate and Tricore and that Estate breached the contract when it sold the property to Stockton and Brinkmeyer. In addition, the district court held the Estate’s breach constituted a violation of the ICPA, Stockton tortiously interfered with the sale, and the Estate and Stockton engaged in a civil conspiracy. The district court held Tricore was entitled to specific performance and awarded Tricore fees and costs against the Estate and Stockton on a joint and several basis.

The Estate and Stockton jointly appeal, arguing the district court made numerous errors below. The Estate argues the purchase and sale agreement is not a valid, enforceable contract because the legal description of a portion of the property reserved by the Estate violates the statute of frauds and that there was no meeting of the minds on certain material terms. Alternatively, if a contract exists, the Estate argues Tricore repudiated. As such, the Estate argues the district court erred in finding it breached the contract. More, the Estate argues the district court erred in finding its actions violated the ICPA. Stockton, relying on the Estate’s position that the purchase and sale agreement with Tricore did not constitute an enforceable contract, argues the district court erred in finding he tortiously interfered with said contract. The Estate and Stockton also argue the district court erred in finding they engaged in a civil conspiracy. Last, the Estate and Stockton argue the district court erred in awarding Tricore attorney fees. Tricore cross-appeals, arguing the district court erred in failing to award damages for the Estate’s violation of the ICPA and for Stockton’s tortious interference.