

BOISE, FRIDAY, DECEMBER 9, 2022, AT 11:10 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

THOMAS MATTHEW DORSEY, an)	
individual,)	Docket Nos. 49417 & 49342
)	
Plaintiff-Counterdefendant-)	
Appellant,)	
)	
and)	
)	
SUNNYSLOPE LAND & LIVESTOCK,)	
INC., an Idaho corporation,)	
)	
Plaintiff-Appellant,)	
)	
v.)	
)	
THOMAS E. DORSEY, an individual,)	
)	
Defendant-Counterclaimant-)	
Cross Defendant-Respondent,)	
)	
and)	
)	
DORSEY ORGANICS, LLC, an Idaho)	
limited liability company,)	
)	
Defendant-Counterclaimant-)	
Cross Claimant-Respondent,)	
)	
and)	
)	
DORSEY FARMS, INC., an Idaho)	
corporation; THE DORSEY LIVING)	
TRUST, an Idaho trust,)	
)	
Defendants.)	
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THOMAS MATTHEW DORSEY, an)	
individual,)	
)	
Plaintiff-Counterdefendant-)	
Respondent,)	

and)
)
SUNNYSLOPE LAND & LIVESTOCK,)
INC., an Idaho corporation,)
)
Plaintiff-Respondent,)
)
v.)
)
THOMAS E. DORSEY, an individual,)
)
Defendant-Counterclaimant-)
Cross Defendant-Appellant,)
)
and)
)
DORSEY ORGANICS, LLC, an Idaho)
limited liability company,)
)
Defendant-Counterclaimant-)
Cross Claimant,)
)
and)
)
DORSEY FARMS, INC., an Idaho)
corporation; THE DORSEY LIVING)
TRUST, an Idaho trust,)
)
Defendants.)

Arkoosh Law Offices, Boise, for Thomas Matthew Dorsey and Sunnyslope Land & Livestock, Inc.

Dinius Law, Nampa, for Thomas Edwin Dorsey and the Dorsey Living Trust.

Kiiha and Associates PLLC, Nampa, for Dorsey Organics, LLC

In 2019, Matt Dorsey¹ brought an action against his father, Tom Dorsey, seeking formal accounting, dissolution, and winding-up of their joint dairy operation and alleging further causes of action including breach of contract and fraud. A Special Master was appointed to handle the case and subsequently granted partial summary judgment in Tom’s favor on the breach of contract

¹ Because the parties share a last name, the parties’ first names are used here for clarity and ease of reference. No disrespect is intended by doing so.

claim. The Special Master further adopted the accounting of Tom's expert. The district court adopted the Special Master's Final Report and entered judgment incorporating said recommendations. However, the district court denied Tom's request for attorney fees.

Matt appeals and raises several issues: (1) whether the district court failed to properly review the evidence before accepting the findings of the special master; (2) whether the interpretation of an operating agreement is an action at law or equity; (3) whether Tom dissociated from the joint operation prior to the conclusion of the winding up; and (4) whether the special master improperly granted summary judgment to Tom on the breach of contract claim. In a companion case before this Court, Tom appeals the district court's denial of attorney fees pursuant to Idaho Code section 12-120(3). By order of the Idaho Supreme Court, the two cases have been consolidated.