

BOISE, MONDAY, AUGUST 26, 2024 at 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

JEREMY E. LITSTER, individually,)

Plaintiff-Appellant-)
Cross Respondent,)

v.)

LITSTER FROST INJURY LAWYERS)
PLLC; and MARTHA LARELL FROST aka)
LAURA LITSTER FROST,)

Defendants-Respondents-)
Cross Appellants.)

JOSEPH D. LITSTER, individually; SARAH)
LITSTER KING, individually; and RYAN)
LITSTER, individually,)

Docket No. 50339

Plaintiffs-Appellants-)
Cross Respondents,)

v.)

LITSTER FROST INJURY LAWYERS)
PLLC; and MARTHA LARELL FROST aka)
LAURA LITSTER FROST,)

Defendants-Respondents-)
Cross Appellants.)

Appeal from the District Court of the Fourth Judicial District of the State of Idaho,
Ada County, Michael Reardon, District Judge.

Attorneys of Idaho, Boise, for Appellant.

McFarland Ridder Law, PLLC, Meridian, for Respondents.

This appeal and cross-appeal concern the enforceability and severability of an employment agreement, unpaid wages, and a denial of a request for attorney fees. Four former employees (“Employees”) of Litster Frost Injury Lawyers (“LFIL”) filed suit against LFIL and its former sole shareholder Martha Frost (collectively “LFIL/Frost”) for unpaid wages and breach of an employment agreement, alleging that LFIL owes them compensation in the form of wages, bonuses, profit sharing, and other expenses incurred while employed at LFIL. LFIL/Frost filed an answer and a motion for summary judgment on each of Employee’s claims.

The district court granted summary judgment in LFIL/Frost’s favor. First, the district court concluded that Employees’ claims for unpaid wages were time barred by the applicable one-year statute of limitations under Idaho Code section 45-614. Next, the district court concluded that the instrument advanced by Employees as an employment contract was an unenforceable “agreement to agree,” which was not severable. Employees subsequently filed a motion for reconsideration which the district court denied.

Employees appeal and challenge the district court’s summary judgment and reconsideration rulings. Among other things, they argue that the district court erred by determining that the terms of the employment agreement were not severable and by determining that the agreement was not enforceable because it was missing a term as to its duration, which Employees contend the district court should have supplied. LFIL/Frost cross-appeal and argue that the district court erred in denying its request for attorney fees following summary judgment.