

BOISE, TUESDAY, SEPTEMBER 16, 2025, AT 9:00 A.M.

IN THE COURT OF APPEALS OF THE STATE OF IDAHO

Docket No. 51898

R.C. WORST & COMPANY, INC., an)
Idaho corporation,)

Plaintiff-Counterdefendant-)
Respondent,)

v.)

CASEY KIRK WILLIAMS, an)
individual, aka CASEY KIRK,)

Defendant-Counterclaimant-)
Appellant.)

and)

JOHN DOE and JANE DOE 1-10, being)
unknown persons who may claim some)
right, title or interest in the real property)
described as: The South half of the East)
half of the Northeast Quarter of the)
Northwest Quarter, Section 31, Township)
52, North, Range 3 West, Boise Meridian,)
Kootenai County, State of Idaho,)
EXCEPTING the West 30 feet thereof,)

Defendants.)

Appeal from the District Court of the First Judicial District, State of Idaho,
Kootenai County. Hon. Scott Wayman and Hon. Ross Pittman, District Judges.

Bistline Law, PLLC; Arthur M. Bistline, Coeur d'Alene, for appellant.

Ohler Bean, PLLC; Nathan S. Ohler, Coeur d'Alene, for respondent.

R.C. Worst & Company, Inc. (Worst) brought an action to foreclose on a mechanic's lien it filed against Casey Kirk Williams' (Kirk's) property. Worst initiated the proceeding after Kirk failed to pay Worst for work it performed on a water system on her property. Kirk counterclaimed for breach of contract, alleging that Worst did not perform its services in a workmanlike manner. Following mediation, Worst stipulated to the dismissal of its complaint, while Kirk retained the right to pursue her counterclaim.

Shortly after mediation, Worst filed a motion for summary judgment alleging that there was no contract between it and Kirk. In response, Kirk filed a motion and submitted a brief declaration as evidence to support her claim that a contract existed between her and Worst. The district court granted Worst's summary judgment and found that Kirk failed to present evidence that any written or oral contract (implied in fact or implied in law) existed.

On appeal, Kirk argues that the district court erred in granting Worst's summary judgment because the facts of the case indicate that Worst and Kirk entered into an implied-in-fact contract. Kirk also argues the district court erred in awarding Worst attorney fees and costs and finding Kirk frivolously pursued a breach of contract claim related to a septic system.