

**BOISE, FRIDAY, APRIL 17, 2026 AT 10:00 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

<b>GRANT ESPINOSA and NICOLE</b>	)	
<b>ESPINOSA, husband and wife,</b>	)	<b>Docket No. 52790</b>
	)	
<b>Plaintiffs-Appellants,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>STATE FARM FIRE AND CASUALTY</b>	)	
<b>COMPANY,</b>	)	
	)	
<b>Defendant-Respondent.</b>	)	

Appeal from the District Court of the First Judicial District, State of Idaho, Bonner County.  
Lamont Berez, District Judge.

Davillier Law Group, LLC, Sandpoint, for Appellants.

Elam & Burke, P.A., Boise, for Respondents.

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This case involves an insurance dispute. After their partially constructed “barn-dominium” and outbuildings collapsed during a winter storm, the Espinosas submitted claims under their homeowners’ policy, which was issued by State Farm. State Farm investigated and made payments exceeding \$120,000, but it denied the Espinosas’ claims for additional payments. The Espinosas sued State Farm, alleging breach of contract, bad faith, and negligence, asserting that State Farm underpaid on structural and personal property claims, failed to cover demolition and outbuilding losses, wrongfully denied Additional Living Expenses, and engaged in unreasonable delays. The district court granted summary judgment in State Farm’s favor and entered a judgment dismissing all of the Espinosas’ claims with prejudice.

On appeal, the Espinosas argue that the district court (1) erroneously excluded key evidence on hearsay grounds, disregarding its admissibility at trial or its potential to be presented in admissible form, (2) improperly acted as a finder of fact and resolved numerous factual issues against the nonmoving party, and (3) improperly entered judgment on grounds not raised by State Farms’ summary judgment motions, including factual bases for breach that were never addressed by the district court.