

**LEWISTON, THURSDAY, APRIL 9, 2026, AT 10:00 A.M.**

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

|   |   |                         |
|---|---|-------------------------|
| <b>SHANE ROY NEEDHAM,</b>               | ) |                         |
|   | ) |                         |
| <b>Petitioner-Appellant,</b>            | ) |                         |
|   | ) |                         |
| <b>v.</b>                               | ) | <b>Docket No. 53034</b> |
|   | ) |                         |
| <b>JANET LEA NEEDHAM,</b>               | ) |                         |
|   | ) |                         |
| <b>Respondent-Respondent on Appeal.</b> | ) |                         |
| _____                                   | ) |                         |

Appeal from the District Court of the Second Judicial District of the State of Idaho, Latah County. Jay P. Gaskill, District Judge.

Arkoosh Law Offices, Boise, for Appellant.

Ludwig, Shoufler, Miller, Johnson, Boise, for Respondent.

In this divorce action, Shane Needham appeals from the magistrate court’s disposition of community property. In 2018, the magistrate court entered a partial divorce decree dissolving the Needhams’ marriage at the parties’ stipulation, but it retained jurisdiction over the equitable distribution of community property—specifically, shares in a closely held corporation Mr. Needham holds. During the marriage, Mr. Needham co-founded Alturas, Inc., an Idaho corporation. He holds fifty percent of the company’s shares, while two other cofounders hold the remaining shares.

Before the magistrate court, Ms. Needham asked the court to award her half of Mr. Needham’s stake in Alturas, amounting to twenty-five percent of the company’s outstanding equity. Mr. Needham, in contrast, proposed paying Ms. Needham the value of her interest over a period of years. After a trial, the magistrate court made an in-kind award of Alturas shares to Ms. Needham, giving her a twenty-five percent stake in the company with voting rights. To facilitate that award, the court ordered Mr. Needham to execute a waiver of the Buy-Sell Agreement among Alturas’s shareholders, which otherwise would have precluded Ms. Needham from becoming a shareholder and instead limited her to receiving the book value of her interest. The magistrate court declined to determine the value of the shares given the even, in-kind division between the ex-spouses. Mr. Needham appealed to the district court, which affirmed the magistrate court’s award.

On appeal, Mr. Needham advances three claims of error. First, he argues the district court exceeded its authority in affirming the order requiring him to execute a waiver of the Buy-Sell Agreement, which he contends also operated as an enforceable marital settlement agreement between the parties. Second, he argues that the magistrate court’s in-kind award of shares fails to sufficiently disentangle the parties’ legal and financial affairs because it forces him to operate a business jointly with his ex-spouse. Third, Mr. Needham asserts that the court should have

determined the value of the Alturas shares as of the date of the dissolution to facilitate his proposal for a monetary, rather than in-kind, award.