

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM**

EXECUTIVE COMMITTEE of the )  
BINGHAM COUNTY REPUBLICAN )  
CENTRAL COMMITTEE, and )  
MATTHEW THOMPSON,<sup>1</sup> )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
IDAHO REPUBLICAN PARTY, )  
 )  
Defendant. )  
\_\_\_\_\_ )

**CASE NO. CV06-23-1418**

**ORDER GRANTING IN PART  
DEFENDANT’S MOTION FOR  
SUMMARY JUDGMENT**

**I. STATEMENT OF THE CASE**

Plaintiffs Executive Committee of the Bingham County Republican Central Committee and Matthew Thompson (hereinafter collectively referred to as the “BCRCC”), filed the above-numbered lawsuit against the Idaho Republican Party (hereinafter the “IRP”) seeking preliminary and permanent injunctive relief enjoining the IRP from holding its own election of BCRCC officers, permitting the BCRCC to continue to operate as the BCRCC, and requiring the IRP to afford the BCRCC the due

---

<sup>1</sup> This Court notes that the plaintiffs moved to amend their Amended Complaint, including an amendment to the style of the case. See: Motion to Amend Pleadings, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed November 17, 2023). At the hearing on the defendant’s motion for summary judgment, this Court orally granted the plaintiffs’ motion to amend their complaint. However, the plaintiffs’ Second Amended Complaint has not been filed to date.

processes guaranteed in the IRP Rules.<sup>2</sup> The BCRCC also requested a declaratory judgment validating the BCRCC's July 20, 2023 election and declaring that the IRP and IRP Chairwoman Dorothy Moon lack authority under state law to void the election, and an order requiring the IRP to reveal the name(s) of the complainants and all communications regarding the July 20 election.<sup>3</sup> In addition, the BCRCC sought breach of contract and breach of the covenant of good faith and fair dealing damages.<sup>4</sup>

In response, the IRP generally denied the BCRCC's claims<sup>5</sup> and asserted affirmative defenses.<sup>6</sup>

The BCRCC requested,<sup>7</sup> and was granted,<sup>8</sup> a temporary restraining order enjoining the IRP from holding a meeting to elect new BCRCC officers or to designate nominees for the vacant position of Bingham County Prosecuting Attorney. The BCRCC's Motion for a Preliminary Injunction<sup>9</sup> was later granted, allowing the BCRCC to pursue its appeal of Chairwoman Moon's decision to void the BCRCC's chairman election.<sup>10</sup>

---

<sup>2</sup> Amended Complaint, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 15, 2023) (hereinafter the "**BCRCC's Amended Complaint**"), at p. 8.

<sup>3</sup> BCRCC's Amended Complaint, at pp. 7, 8, Counts IV and V.

<sup>4</sup> BCRCC's Amended Complaint, at pp. 6-7, Counts I and II.

<sup>5</sup> Answer to Amended Complaint, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 25, 2023) (hereinafter the "**IRP's Answer to Amended Complaint**"), at p. 2, ¶ 2.

<sup>6</sup> IRP's Answer to Amended Complaint, at pp. 6-7.

<sup>7</sup> Motion for Temporary Restraining Order, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 14, 2023).

<sup>8</sup> Temporary Restraining Order, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 15, 2023) (hereinafter the "**TRO**").

<sup>9</sup> Motion for Preliminary Injunction, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 14, 2023).

<sup>10</sup> Order Granting Plaintiffs' Request for a Preliminary Injunction, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed October 10, 2023) (hereinafter the "**Injunction Order**").

The IRP now seeks summary adjudication of the BCRCC’s lawsuit.<sup>11</sup> The BCRCC opposes the IRP’s Motion for Summary Judgment.<sup>12</sup>

A hearing was held on the IRP’s Motion for Summary Judgment on December 29, 2023.<sup>13</sup> Based upon the parties’ arguments, the Record, and the relevant authorities, the IRP’s Motion for Summary Judgment shall be granted in part and denied in part.

## II. ISSUES

The IRP argues that the BCRCC failed to raise a material issue of fact on any of its claims and therefore summary judgment in the IRP’s favor is appropriate.<sup>14</sup> Specifically, the IRP argues that the BCRCC breached its contract with the IRP by failing to follow Idaho law, IRP Rules, and BCRCC Bylaws.<sup>15</sup>

The BCRCC asserts that a factual dispute exists as to whether the conditions precedent were met for IRP Chairwoman Dorothy Moon to issue a decision declaring the BCRCC’s July election void.<sup>16</sup> The BCRCC further contends that a fact issue exists as to the contents of the “contract” and what those contents mean.<sup>17</sup>

---

<sup>11</sup> Motion for Summary Judgment, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed November 7, 2023) (hereinafter the “**IRP’s Motion for Summary Judgment**”).

<sup>12</sup> Plaintiffs’ Memorandum in Opposition to Defendant’s Motion for Summary Judgment, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 15, 2023) (hereinafter the “**BCRCC’s Opposition to Summary Judgment**”).

<sup>13</sup> Court Minutes, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 29, 2023).

<sup>14</sup> Brief in Support of Motion for Summary Judgment, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed November 7, 2023) (hereinafter the “**IRP’s Brief**”), at p. 10.

<sup>15</sup> IRP’s Brief, at pp. 11-21.

<sup>16</sup> BCRCC’s Opposition to Summary Judgment, at p. 1.

<sup>17</sup> Id.

The IRP replies that state law and IRP Rules govern the procedure to elect a new county chairman, not Robert's Rules of Order.<sup>18</sup> The IRP maintains that Chairwoman Moon properly rendered a decision on a grievance filed by aggrieved parties (hereinafter the "Grievance").<sup>19</sup> The IRP assails the BCRCC's notice as to its chairman election.<sup>20</sup> The IRP takes the position that the BCRCC's chairman election did not substantially comply with IRP Rules.<sup>21</sup> Finally, the IRP asserts that its Motion for Summary Judgment properly addresses all of the BCRCC's causes of action.<sup>22</sup>

In addition, the IRP objects to the Declaration of Anthony Hafen,<sup>23</sup> filed in support of the BCRCC's Opposition to Summary Judgment, on the grounds of relevance.<sup>24</sup>

Based upon the parties' positions, the Record, and the relevant authorities, the following issues come before the Bar for adjudication:

1. Is the Hafen Declaration relevant to the issues at Bar?
2. Has the IRP shown the absence of a material fact issue regarding the BCRCC's Breach of Contract claim?

---

<sup>18</sup> Reply to Plaintiffs' Memorandum in Opposition to Defendant's Motion for Summary Judgment, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 22, 2023) (hereinafter the "**IRP's Reply re: Summary Judgment**"), at pp. 1-4; and at pp. 13-14.

<sup>19</sup> IRP's Reply re: Summary Judgment, at pp. 4-8.

<sup>20</sup> IRP's Reply re: Summary Judgment, at pp. 8-9.

<sup>21</sup> IRP's Reply re: Summary Judgment, at p. 10; and at pp. 12-13.

<sup>22</sup> IRP's Reply re: Summary Judgment, at pp. 10-11.

<sup>23</sup> See: Declaration of Anthony Hafen, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 15, 2023) (hereinafter the "**Hafen Declaration**").

<sup>24</sup> Objection to Declaration of Anthony Hafen, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 22, 2023) (hereinafter the "**IRP's Objection to Hafen Declaration**").

3. Has the IRP shown the absence of a material fact regarding the BCRCC's Breach of the Covenant of Good Faith and Fair Dealing claim?

4. Has the IRP shown the absence of a material fact regarding the BCRCC's request for a declaratory judgment?

5. Has the IRP shown the absence of a material fact regarding the BCRCC's request for a show cause order requiring the IRP to reveal the names of those who filed the Grievance?

### III. FINDINGS OF FACT

1. The IRP is an unincorporated, nonprofit association organized under the laws of the State of Idaho and headquartered in Boise, Idaho.<sup>25</sup> The IRP is the governing body of the Republican Party in Idaho.<sup>26</sup> Republican county chairpersons serve on the IRP's Central Committee.<sup>27</sup>

2. The BCRCC is an unincorporated, nonprofit association<sup>28</sup> and acts as the Bingham County Republican Party's governing body.<sup>29</sup> The BCRCC advises the IRP regarding the development of policies and functions.<sup>30</sup> The BCRCC also implements the policies and functions of the IRP and its governing Rules.<sup>31</sup>

---

<sup>25</sup> *Injunction Order*, at p. 4, ¶ 2 [citing BCRCC's Amended Complaint, at p. 2, ¶ 3; IRP's Answer to Amended Complaint, at p. 2, ¶ 6].

<sup>26</sup> Supplemental Declaration of Matthew Thompson in Support of Motion for Temporary Restraining Order, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 15, 2023) (hereinafter the "**Thompson Declaration II**"), at Exhibit B, p. 4, Art. I, Sec. I.

<sup>27</sup> Thompson Declaration II, at Exhibit B, p. 5, Art. I, Sec. 4.

<sup>28</sup> *Injunction Order*, at p. 4, ¶ 1 [citing: BCRCC's Amended Complaint, at p. 2, ¶ 1].

<sup>29</sup> *Injunction Order*, at p. 4, ¶ 1 [; Declaration of Matthew Thompson, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 14, 2023) (hereinafter the "**Thompson Declaration I**"), at Exhibit D, p. 1, Art. II].

<sup>30</sup> Thompson Declaration I, at Exhibit D, p. 1, Art. II.

<sup>31</sup> *Id.*

3. On or about June 15, 2023, the BCRCC met in executive session, at which time BCRCC Chairman Dan Cravens announced his upcoming resignation from the chairmanship position.<sup>32</sup>

4. On July 13, 2023, one week prior to the BCRCC's regular July meeting, Chairman Cravens sent an e-mail to BCRCC Secretary Corenna Cannon.<sup>33</sup> In that e-mail, Chairman Cravens stated:

In order to help pave the way for a smooth transition, it would be best to elect the new chairman at our meeting Thursday next week at 7 pm at the courthouse.<sup>34</sup>

Secretary Cannon sent the e-mail to all members of the BCRCC on the same date, July 13, 2023.<sup>35</sup>

5. At the July 20, 2023 meeting, Chairman Cravens vocally announced his resignation, effective August 1, 2023.<sup>36</sup> Thereafter, despite concerns voiced by certain precinct committeepersons,<sup>37</sup> the BCRCC elected First Vice Chairman Matthew Thompson to replace Chairman Cravens.<sup>38</sup>

6. Thereafter, Chairman Cravens moved to suspend “the rules” to elect the BCRCC State Committeeman, Youth Committee person, 1<sup>st</sup> Vice Chairman, and 3<sup>rd</sup> Vice Chairman, which positions were vacated by the election of those persons to other

---

<sup>32</sup> *Injunction Order*, at p. 4, ¶ 3 [citing: BCRCC's Amended Complaint, at p. 3, ¶ 7; IRP's Answer to Amended Complaint, at p. 2, ¶ 9].

<sup>33</sup> Declaration of Corenna Cannon, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 14, 2023) (hereinafter the “**Cannon Declaration I**”), at p. 2, ¶ 6; and at Exhibit B.

<sup>34</sup> Cannon Declaration I, at Exhibit B.

<sup>35</sup> Cannon Declaration I, at p. 2, ¶ 6.

<sup>36</sup> *Injunction Order*, at p. 4, ¶ 5 [citing: Cannon Declaration I, at Exhibit C, p. 1].

<sup>37</sup> See: Cannon Declaration I, at Exhibit C, pp. 2-3.

<sup>38</sup> *Injunction Order*, at p. 4, ¶ 5 [citing: Cannon Declaration I, at Exhibit C, p. 1; IRP's Answer to Amended Complaint, at p. 3, ¶ 11].

offices.<sup>39</sup> His motions carried and the foregoing down-ballot positions were elected.<sup>40</sup>

7. On July 27, 2023, the IRP received a complaint (hereinafter the “Grievance”) alleging that the BCRCC’s July 20 chairman election was invalid.<sup>41</sup> The Grievance also complained of the rules suspension and election of the four down-ballot positions.<sup>42</sup>

8. On August 11, 2023, IRP Executive Director Kiira Turnbow sent an e-mail to Mr. Thompson notifying him of the Grievance, stating that an investigation had begun, and requesting additional information.<sup>43</sup> Mr. Thompson responded on August 14, 2023.<sup>44</sup>

9. On August 21, 2023, Mr. Thompson and other members of the BCRCC received a copy of the Grievance from IRP Chairwoman Dorothy Moon.<sup>45</sup> The Grievance asserted that several IRP Rules and BCRCC Bylaws were broken and therefore Mr. Thompson was not duly elected chairman.<sup>46</sup> Specifically, the Grievance complained that the chairmanship was not vacant when Mr. Thompson was elected, points of order (as to the chairmanship election) were rejected by Chairman Cravens, one committeeman appearing by Zoom was not allowed to vote, and the relevant BCRCC

---

<sup>39</sup> Canon Declaration I, at Exhibit C, pp. 3-5.

<sup>40</sup> *Id.*

<sup>41</sup> *Injunction Order*, at p. 5, ¶ 6 [citing: Declaration of Kiira Turnbow, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 22, 2023) (hereinafter the “**Turnbow Declaration**”), at p. 1, ¶ 2].

<sup>42</sup> Thompson Declaration I, at Exhibit A, p. 1.

<sup>43</sup> *Injunction Order*, at p. 5, ¶ 8 [citing: Turnbow Declaration, at Exhibit A, p. 1].

<sup>44</sup> *Injunction Order*, at p. 5, ¶ 9 [citing: Turnbow Declaration, at Exhibit A, p. 2].

<sup>45</sup> Thompson Declaration I, at p. 3, ¶ 13; and at Exhibit A.

<sup>46</sup> Thompson Declaration I, at Exhibit A, p. 1.

Bylaws and IRP Rules were suspended as to down-ballot positions.<sup>47</sup> The Grievance received by the BCRCC did not state the name of the complainant(s).<sup>48</sup>

10. On September 5, 2023, Chairwoman Moon issued a letter to BCRCC officers and precinct committee officers stating that neither IRP Rules nor BCRCC Bylaws allowed for an election to fill an anticipated vacancy.<sup>49</sup> Chairwoman Moon announced that she would provide notice and schedule a meeting in September to elect a new BCRCC chairman.<sup>50</sup> Chairwoman Moon later scheduled the special meeting to fill the BCRCC chairman vacancy on September 18, 2023.<sup>51</sup>

11. On September 14, 2023, Mr. Thompson, by letter to IRP First Vice-Chairman Daniel Silver, gave notice of the BCRCC's appeal of Chairwoman Moon's decision to void the BCRCC's chairman/down-ballot officer election.<sup>52</sup>

12. On the same date, Mr. Thompson e-mailed Chairwoman Moon alerting her of his appeal letter to Mr. Silver.<sup>53</sup> Mr. Thompson asked Chairwoman Moon whether she intended to proceed with the September 18 meeting or to wait for the appeal to take place.<sup>54</sup>

13. When Mr. Thompson did not receive a response from Chairwoman Moon, he and the Executive Committee of the BCRCC, on September 14, 2023, filed their original complaint in this lawsuit seeking to enjoin the IRP from holding the September

---

<sup>47</sup> *Id.*

<sup>48</sup> Thompson Declaration I, at p. 3, ¶ 13.

<sup>49</sup> *Injunction Order*, at p. 6, ¶ 12 [citing: Thompson Declaration I, at Exhibit B, p. 1].

<sup>50</sup> *Injunction Order*, at p. 6, ¶ 12 [citing: Thompson Declaration I, at Exhibit B, p. 1; IRP's Answer to Amended Complaint, at p. 3, ¶ 14].

<sup>51</sup> *Injunction Order*, at p. 6, ¶ 13 [citing: Thompson Declaration I, at Exhibit C, p. 1].

<sup>52</sup> *Injunction Order*, at p. 6, ¶ 14 [citing: Thompson Declaration I, at Exhibit F].

<sup>53</sup> *Injunction Order*, at p. 9, ¶ 21 [citing: Thompson Declaration I, at Exhibit H].

<sup>54</sup> *Id.*



18 meeting, permitting the BCRCC to operate normally, and requiring the IRP to afford the BCRCC its appeal as guaranteed by IRP Rules.<sup>55</sup>

14. A temporary restraining order issued on September 15, 2023.<sup>56</sup>

15. On October 10, 2023, the BCRCC’s request for a preliminary injunction<sup>57</sup> was granted.<sup>58</sup> Under the *Injunction Order*, the IRP is barred from calling any special meeting to elect a new BCRCC chairperson until after the BCRCC’s appeal has run its full course pursuant to IRP Rules.<sup>59</sup>

16. On November 7, 2023, the IRP filed its Motion for summary adjudication of the claims raised by the BCRCC’s lawsuit.<sup>60</sup>

#### IV. RELEVANT LEGAL AUTHORITIES

##### A. Standard of Review – Objection to Affidavit Testimony.

1. Admissibility (and therefore consideration) of affidavits under Idaho Rule of Civil Procedure 56(c)(4) is a threshold question which must be analyzed before applying the liberal construction and reasonable inferences required upon review of a summary judgment motion.<sup>61</sup> The term “affidavit” includes a written declaration, made as provided under Idaho Code § 9-1406.<sup>62</sup>

---

<sup>55</sup> See: Complaint, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed September 14, 2023).

<sup>56</sup> *Injunction Order*, at p. 10, ¶ 28 [citing: TRO].

<sup>57</sup> See: BCRCC’s Amended Complaint, at p. 8, ¶ A.

<sup>58</sup> *Injunction Order*, at p. 19.

<sup>59</sup> *Id.*

<sup>60</sup> See: IRP’s Motion for Summary Judgment, at p. 1.

<sup>61</sup> *Shane v. Blair*, 139 Idaho 126, 128, 75 P.3d 180, 183 (2003).

<sup>62</sup> Idaho Rule of Civil Procedure 2.7. Idaho Code § 9-1406 provides the following form for an admissible declaration: “I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.”

2. Affidavit or deposition testimony, or written declarations, must allege facts, which if taken as true, would render the testimony admissible.<sup>63</sup>

3. When considering evidence presented in support of or opposition to a motion for summary judgment, a court may only consider evidence admissible at trial.<sup>64</sup>

4. Relevant evidence is generally admissible at trial.<sup>65</sup> Irrelevant evidence is not admissible.<sup>66</sup>

5. Evidence is relevant if it has a tendency to make a fact more or less probable than it would be without the evidence and the fact is of consequence in determining the action.<sup>67</sup>

6. A court's determination of the admissibility of affidavit or deposition testimony is discretionary.<sup>68</sup> Accordingly, this Court must: (a) correctly perceive the issue as one of discretion; (b) act within the outer boundaries of its discretion; (c) act consistently with the legal standards applicable; and (d) reach its decision by an exercise of reason.<sup>69</sup>

## **B. Standard of Review – Motion for Summary Judgment.**

1. If the pleadings, depositions, and admissions on file, together with any affidavits, show there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law, summary judgment may be granted.<sup>70</sup>

---

<sup>63</sup> *Shane v. Blair*, 139 Idaho at 128, 75 P.3d at 182.

<sup>64</sup> *Losee v. Deutsche Bank National Trust Company*, 165 Idaho 883, 886, 454 P.3d 525, 528 (2019).

<sup>65</sup> Idaho Rule of Evidence 402.

<sup>66</sup> *Id.*

<sup>67</sup> Idaho Rule of Evidence 401.

<sup>68</sup> *Carnell v. Barker Management, Inc.*, 137 Idaho 322, 329, 48 P.3d 651, 658 (2002) [citing: *Rhodehouse v. Stutts*, 125 Idaho 208, 213, 868 P.2d 1224, 1229 (1994)].

<sup>69</sup> *Lunneborg v. My Fun Life*, 163 Idaho 856, 863, 421 P.3d 187, 194 (2018).

<sup>70</sup> Idaho Rule of Civil Procedure 56(a); *Bushi v. Sage Health Care, PLLC*, 146 Idaho 764, 768, 203 P.3d 694, 698 (2009); *G & M Farms v. Funk Irrigation Co.*, 119 Idaho 514, 516-7, 808 P.2d 851, 853-4 (1991).

Disputed facts are construed in favor of the non-moving party and all reasonable inferences that can be drawn from the Record are drawn in favor of the non-moving party.<sup>71</sup>

2. The party moving for summary judgment (in this case, the IRP) has the burden of presenting admissible evidence showing that there is an absence of any genuine issue of material fact with respect to the issues raised by the summary judgment motion.<sup>72</sup>

3. A party against whom summary judgment is sought (the BCRCC) cannot merely rest on its pleadings.<sup>73</sup> When faced with supporting affidavits or depositions, the opposing party must show material issues of fact precluding the issuance of summary judgment.<sup>74</sup>

4. While the moving party must prove the absence of a genuine issue of material fact,<sup>75</sup> the opposing party cannot simply speculate.<sup>76</sup> A mere scintilla of evidence is not enough to create a genuine factual issue.<sup>77</sup> Summary judgment is appropriate when the non-moving party cannot establish the essential elements of the claim.<sup>78</sup>

---

<sup>71</sup> *Bushi v. Sage Health Care, PLLC*, 146 Idaho at 768, 203 P.3d at 698; *Lockheed Martin Corporation v. Idaho State Tax Commission*, 142 Idaho 790, 793, 134 P.3d 641, 644 (2006).

<sup>72</sup> *Sadid v. Idaho State University*, 151 Idaho 932, 938, 265 P.3d 1144, 1150 (2011).

<sup>73</sup> *Partout v. Harper*, 145 Idaho 683, 688, 183 P.3d 771, 776 (2008); *R.G. Nelson, A.I.A. v. Steer*, 118 Idaho 409, 410, 797 P.2d 117, 118 (1990).

<sup>74</sup> *Esser Electric v. Lost River Ballistics Technologies, Inc.*, 145 Idaho 912, 919, 188 P.3d 854, 861 (2008).

<sup>75</sup> *Watkins v. Peacock*, 145 Idaho 704, 708, 184 P.3d 210, 214 (2008); *Wait v. Leavell Cattle, Inc.*, 136 Idaho 792, 798, 41 P.3d 220, 226 (2001).

<sup>76</sup> *Cantwell v. City of Boise*, 146 Idaho 127, 133, 191 P.3d 205, 211 (2008).

<sup>77</sup> *Van v. Portneuf Medical Center*, 147 Idaho 552, 556, 212 P.3d 982, 986 (2009); *West v. Sonke*, 132 Idaho 133, 138, 968 P.2d 228, 233 (1998).

<sup>78</sup> *Summers v. Cambridge Joint School District No. 432*, 139 Idaho 953, 956, 88 P.3d 772, 775 (2004); *Dekker v. Magic Valley Regional Medical Center*, 115 Idaho 332, 333, 766 P.2d 1213, 1214 (1989).

5. If reasonable persons could reach differing conclusions on material issues, or draw conflicting inferences therefrom, then the motion for summary judgment must be denied.<sup>79</sup>

### **C. Contract Interpretation**

1. The objective in interpreting contracts is to ascertain and give effect to the intent of the parties.<sup>80</sup> The intent of the parties should, if possible, be ascertained from the language of the documents.<sup>81</sup>

2. Interpretation of a contract requires the contract to be read as a whole, giving meaning to all of its terms to the extent possible.<sup>82</sup> Various provisions in a contract must be construed, if possible, so to give force and effect to every part of the contract.<sup>83</sup>

3. Specific provisions in a contract control over general provisions where both relate to the same thing.<sup>84</sup>

4. The determination of a contract's meaning and legal effect is a question of law when the contract is clear and unambiguous.<sup>85</sup>

---

<sup>79</sup> *Van v. Portneuf Medical Center*, 147 Idaho at 556, 212 P.3d at 986; *Cramer v. Slater*, 146 Idaho 868, 873, 204 P.3d 508, 513 (2009).

<sup>80</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho 132, 135, 857 P.2d 611, 614 (1993).

<sup>81</sup> *Id.*

<sup>82</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 138, 857 P.2d at 617.

<sup>83</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 137, 857 P.2d at 616.

<sup>84</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 138, 857 P.2d at 617.

<sup>85</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 135, 857 P.2d at 614.

**D. The Idaho Non-Profit Corporation Act.**

1. The Idaho Nonprofit Corporation Act<sup>86</sup> regulates the creation, governance, and dissolution of nonprofit corporations formed under the laws of the state of Idaho.<sup>87</sup>

2. Corporate documents are equivalent to contracts among the members of an association.<sup>88</sup> Therefore, the normal rules governing the interpretation of contracts apply to the interpretation of an association's bylaws.<sup>89</sup>

3. Bylaws of a corporation are binding on its members.<sup>90</sup>

4. Actions taken in violation of a corporation's bylaws are void.<sup>91</sup>

**E. Statutory Interpretation.**

1. Judicial interpretation of a statute begins with an examination of the statute's literal words.<sup>92</sup>

2. When statutory language is plain and unambiguous, effect must be given to the Legislature's deliberate drafting decisions.<sup>93</sup> Judicial construction is necessary only if the statute is ambiguous, incomplete, absurd, or arguably in conflict with other laws.<sup>94</sup>

---

<sup>86</sup> See: Idaho Code § 30-30-101.

<sup>87</sup> See: Idaho Code §§ 30-30-101 through 30-30-1204.

<sup>88</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 135, 857 P.2d at 614.

<sup>89</sup> Id.

<sup>90</sup> *Kemmer v. Newman*, 161 Idaho 463, 466, 387 P.3d 131, 134 (2016).

<sup>91</sup> *Kemmer v. Newman*, 161 Idaho at 466, 387 P.3d at 134.

<sup>92</sup> *Arambarri v. Armstrong*, 152 Idaho 734, 739, 274 P.3d 1249, 1254 (2012).

<sup>93</sup> *In re Decision on Joint Motion to Certify Question of Law to Idaho Supreme Court (Dkt. 31, 32, 45)*, 165 Idaho 298, 304, 444 P.3d 870, 876 (2018).

<sup>94</sup> *Arambarri v. Armstrong*, 152 Idaho at 739, 274 P.3d at 1254.

3. Statutory interpretation requires that the statute be viewed as a whole.<sup>95</sup> A statute is interpreted according to its plain, express meaning,<sup>96</sup> thereby giving effect to the Legislature’s intent.<sup>97</sup>

4. To ascertain the Legislature’s intent, a court must examine the literal words of the statute, the context of those words, the public policy behind the statute, and its legislative history.<sup>98</sup>

5. The interpretation of a statute is a question of law.<sup>99</sup>

**F. The Implied Covenant of Good Faith and Fair Dealing.**

1. “Idaho law recognizes a cause of action for breach of an implied covenant of good faith and fair dealing.”<sup>100</sup>

2. A duty of good faith and fair dealing inherently exists in every contract.<sup>101</sup> This inherent duty requires “that the parties perform in good faith their obligations imposed by their agreement.”<sup>102</sup>

---

<sup>95</sup> *In re Decision on Joint Motion to Certify Question of Law to Idaho Supreme Court (Dkt. 31, 32, 45)*, 165 Idaho at 303, 444 P.3d at 875 [citing: *Taylor v. AIA Services Corporation*, 151 Idaho 552, 561, 261 P.3d 829, 838 (2011); *BHC Intermountain Hospital, Inc. v. Ada County*, 150 Idaho 93, 95, 244 P.3d 237, 239 (2010)].

<sup>96</sup> *In re Decision on Joint Motion to Certify Question of Law to Idaho Supreme Court (Dkt. 31, 32, 45)*, 165 Idaho at 303, 444 P.3d at 875.

<sup>97</sup> *Arambarri v. Armstrong*, 152 Idaho at 739, 274 P.3d at 1254.

<sup>98</sup> *Id.*

<sup>99</sup> *Arambarri v. Armstrong*, 152 Idaho at 739, 274 P.3d at 1254 [citing: *Doe v. Boy Scouts of America*, 148 Idaho 427, 430, 224 P.3d 494, 497 (2008)].

<sup>100</sup> *River Range, LLC v. Citadel Storage, LLC*, 166 Idaho 592, 603, 462 P.3d 120, 131 (2020) [citing: *Thurston Enterprises, Inc. v. Safeguard Business Systems, Inc.*, 164 Idaho 709, 722, 435 P.3d 489, 502 (2019); *Jenkins v. Boise Cascade Corporation*, 141 Idaho 233, 242, 108 P.3d 380, 389 (2005)].

<sup>101</sup> *ABK, LLC v. Mid-Century Insurance Company*, 166 Idaho 92, 103, 454 P.3d 1175, 1186 (2019) [citing: *White v. Unigard Mutual Insurance Company*, 112 Idaho 94, 96, 730 P.2d 1014, 1016 (1986)].

<sup>102</sup> *Caldwell Land and Cattle, LLC v. Johnson Thermal Systems, Inc.*, 165 Idaho 787, 810, 452 P.3d 809, 832 (2019) [citing: *Thurston Enterprises, Inc. v. Safeguard Business Systems, Inc.*, 164 Idaho at 722-3, 435 P.3d at 502-3].

3. A party violates the implied covenant of good faith and fair dealing when it “violates, nullifies or significantly impairs any benefit of the contract.”<sup>103</sup>

4. No covenant will be implied which is contrary to the terms of the contract negotiated and executed by the parties, however.<sup>104</sup>

5. Further, a party does not breach the implied covenant of good faith and fair dealing “by merely exercising its express rights” under the contract in question.<sup>105</sup>

#### **G. Declaratory Judgments.**

1. Idaho Code § 10-1201 authorizes Idaho courts to issue declaratory judgments in appropriate situations.<sup>106</sup>

2. Any person interested in a written contract, or whose rights, status, or other legal relations are affected by a contract, may have any question of construction or validity arising under the contract determined.<sup>107</sup> Likewise, any person interested in a written contract may obtain a declaration of rights, status, or other legal relations under the contract.<sup>108</sup>

---

<sup>103</sup> *Burns Concrete, Inc. v. Teton County*, 168 Idaho 442, 452, 483 P.3d 985, 995 (2020) [citing: *River Range, LLC v. Citadel Storage, LLC*, 166 Idaho at 603, 462 P.3d at 131].

<sup>104</sup> *River Range, LLC v. Citadel Storage, LLC*, 166 Idaho at 603, 462 P.3d at 131 [citing: *Thurston Enterprises, Inc. v. Safeguard Business Systems, Inc.*, 165 Idaho at 722-3, 435 P.3d at 502-3; *Idaho First National Bank v. Bliss Valley Foods, Inc.*, 121 Idaho 266, 288, 824 P.2d 841, 863 (1991)].

<sup>105</sup> *Gordon v. U.S. Bank National Association*, 166 Idaho 105, 122, 455 P.3d 374, 391 (2019) [citing: *First Security Bank of Idaho, N.A. v. Gaige*, 115 Idaho 172, 176, 765 P.2d 683, 687 (1988)].

<sup>106</sup> Idaho Code § 10-1201.

<sup>107</sup> Idaho Code § 10-1202.

<sup>108</sup> Id.

## **H. Orders to Show Cause.**

1. A person may petition the court for an order to show cause by verified complaint, or by accompanying affidavit, stating the facts and grounds on which the application is based.<sup>109</sup>

2. If the court finds that an application makes a *prima facie*<sup>110</sup> showing for an order commanding a person to do or refrain from doing specific acts, or to pay a sum of money, the court must enter an order to the opposing party to comply with the request, or to show cause before the court, at a time and place certain, why the order should not be entered.<sup>111</sup>

## **V. ANALYSIS**

### **A. The IRP's Objection to the Hafen Declaration is Sustained.**

The IRP tersely objects to the Hafen Declaration on the ground that it “is not relevant on any of the issues raised in the summary judgment or the pleadings in this action.”<sup>112</sup> At oral argument, the BCRCC answered that the Hafen Declaration supports its Breach of the Covenant of Good Faith and Fair Dealing claim by showing that the IRP’s withholding information, withholding the names of those who signed the Grievance, and allowing the time to run for giving notice of the chairman election was not a mistake or oversight but a political strategy by Chairwoman Moon.

The Hafen Declaration details a grievance filed against the Gem County Republican Central Committee (hereinafter the “GCRCC”) regarding the GCRCC’s

---

<sup>109</sup> Idaho Rule of Civil Procedure 72(a).

<sup>110</sup> The Latin phrase “*prima facie*” means “[a]t first sight; on first appearance but subject to further evidence or information.” BLACK’S LAW DICTIONARY (8<sup>TH</sup> ed. 2004), at p. 1228 (“*prima facie*”).

<sup>111</sup> *Id.*

<sup>112</sup> IRP’s Objection to Hafen Declaration, at p. 1.



procedure in electing a new chairman.<sup>113</sup> According to Mr. Hafen, the IRP refused to provide the reasons why the election was allegedly improper until after the 30-day time period for providing notice of a special election meeting had run.<sup>114</sup>

In this case, the IRP provided the BCRCC with a copy of the Grievance on August 21, 2023, nine (9) days before the 30-day time period for giving notice of a special election meeting ran.<sup>115</sup> Thus, the fact pattern attested to by Mr. Hafen does not tend to make a fact more or less probable than it would be without his testimony.<sup>116</sup> Therefore, the Hafen Declaration is not relevant to the IRP's Motion for Summary Judgment and shall not be considered herein.

**B. Summary Judgment as to the BCRCC's Amended Complaint shall be Granted in Part and Denied in Part.**

The IRP bases its Motion for Summary Judgment largely upon the BCRCC's breach of contract claim.<sup>117</sup> Nevertheless, the IRP requests summary judgment "on the merits of the case."<sup>118</sup>

The BCRCC's Amended Complaint consists of four causes of action: Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing, Declaratory Judgment, and an Order to Show Cause.<sup>119</sup> Some of the BCRCC's causes of action request remedies for multiple IRC or BCRCC actions.<sup>120</sup>

---

<sup>113</sup> Hafen Declaration, at p. 2, ¶ 5.

<sup>114</sup> Hafen Declaration, at p. 2, ¶¶ 6, 7, 10, 12.

<sup>115</sup> Thompson Declaration I, at p. 3, ¶ 13; and at Exhibit A. See also: Declaration of Corenna Cannon, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 15, 2023) (hereinafter the "**Cannon Declaration II**"), at p. 2, ¶ 7.

<sup>116</sup> See: Idaho Rule of Evidence 401.

<sup>117</sup> IRP's Brief, at pp. 1-2.

<sup>118</sup> IRP's Brief, at pp. 23-24.

<sup>119</sup> See: BCRCC's Amended Complaint, at pp. 6-8.

<sup>120</sup> Id.

For clarity, the parties' arguments shall be addressed as such arguments pertain to the BCRCC's causes of action and requests for relief.

**1. Count I – Breach of Contract.**

The BCRCC's first cause of action alleges that the IRP breached its contract with the BCRCC by violating IRP Rules.<sup>121</sup> To sustain a cause of action for Breach of Contract, the BCRCC must show: (a) the existence of a contract; (b) the breach of the contract; (c) damages caused by the breach; and (d) the amount of those damages.<sup>122</sup>

The contract at issue is the IRP Rules, since the IRP's Rules represent a binding contract between the IRP and its members.<sup>123</sup> In its General Factual Allegations, the BCRCC claims that Chairwoman Moon's refusal to cancel her September 18 meeting threatened to deprive the BCRCC of its appeal rights under IRP Rules.<sup>124</sup> The BCRCC further claims that Chairwoman Moon's decision to void the July 20 election was unsupported by IRP Rules, BCRCC Bylaws, or Robert's Rules of Order.<sup>125</sup>

Count I of the BCRCC's Amended Complaint seeks "the right under [IRP rules] to appeal [Chairwoman Moon's] decision."<sup>126</sup> That specific relief was granted by the *Injunction Order*, barring the IRP "from calling any special meeting to elect a new chairperson of the BCRCC until after the BCRCC's appeal has run its full course pursuant to IRP Rules."<sup>127</sup>

---

<sup>121</sup> BCRCC's Amended Complaint, at p. 6, Count I, ¶¶ 32-36.

<sup>122</sup> *McCarthy Corporation v. Stark Investment Group, LLC*, 168 Idaho 893, 904, 489 P.3d 804, 815 (2021).

<sup>123</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 135, 857 P.2d at 614; *Kemmer v. Newman*, 161 Idaho at 466, 387 P.3d at 134.

<sup>124</sup> BCRCC's Amended Complaint, at p. 5, ¶ 21.

<sup>125</sup> BCRCC's Amended Complaint, at p. 6, ¶ 28.

<sup>126</sup> BCRCC's Amended Complaint, at p. 6, Count I, ¶ 33.

<sup>127</sup> *Injunction Order*, at p. 19.

Also in Count I, the BCRCC seeks “the right under [IRP rules] to have [the] July 20, 2023 election of officers recognized as a valid election.”<sup>128</sup> Thus, it must be determined whether Chairwoman Moon violated IRP Rules by declaring the BCRCC’s July 20 election invalid.

By its Motion for Summary Judgment, the IRP supports Chairwoman Moon’s declaration because (a) the BCRCC failed to give proper notice to elect a new county chairman;<sup>129</sup> (b) the county chairman position was not vacant on July 20, 2023;<sup>130</sup> (c) BCRCC bylaws cannot subvert Idaho law and IRP Rules by creating a chairman-elect position;<sup>131</sup> and (d) failure to follow IRP Rules breached the BCRCC’s contract with the IRP.<sup>132</sup> Each of these allegations shall be addressed seriatim.

**a. Proper Notice of the Chairman Election**

The IRP argues that the BCRCC’s chairman position did not become vacant until August 1, 2023, the effective date of Chairman Cravens’ resignation.<sup>133</sup> After August 1, Vice Chairman Thompson assumed the duties of the Chair and was required by IRP Rules<sup>134</sup> to call a meeting, upon seven days’ notice, by August 30, 2023 for the purpose of electing a new chairperson.<sup>135</sup> Since Mr. Thompson did not call a meeting within seven (7) days of Chairman Cravens’ resignation, the IRP asserts, Chairwoman Moon had a duty to call a BCRCC meeting for the purpose of electing a new chairman.<sup>136</sup>

---

<sup>128</sup> BCRCC’s Amended Complaint, at p. 6, Count I, ¶ 34.

<sup>129</sup> IRP’s Brief, at pp. 14-15.

<sup>130</sup> IRP’s Brief, at pp. 15-18.

<sup>131</sup> IRP’s Brief, at pp. 18-20.

<sup>132</sup> IRP’s Brief, at pp. 20-21.

<sup>133</sup> IRP’s Brief, at p. 13.

<sup>134</sup> See: Thompson Declaration II, at Exhibit B, p. 24-5, Art. IV, Sec. 9.

<sup>135</sup> IRP’s Brief, at p. 13.

<sup>136</sup> Id.

The BCRCC counters that Chairman Cravens' notice of the chairmanship election was appropriately given because it was sent seven (7) days before the July 20 meeting and "clearly contemplates the election of a chairman."<sup>137</sup> In reply, the IRP points out that nothing in Chairman Cravens' notice mentioned the down-ballot elections that also took place at the July 20 meeting.<sup>138</sup> The IRP notes that the rules required the BCRCC to hold a special meeting, with seven days' notice.<sup>139</sup> In addition, the BCRCC voted to suspend its bylaws in order to vote on the down-ballot candidates at the July 20 meeting.<sup>140</sup>

Article IV, Section 9 of IRP Rules states:

If the office of the County Chairman becomes vacant, by reason of resignation, death or otherwise, the Vice Chairman shall assume all duties of the Chairman and, within thirty (30) days after giving at least seven (7) days['] notice, call a Central Committee meeting for the purpose of electing a new County Chairman. If the Vice Chairman does not call such meeting within thirty (30) days, the State Chairman shall call a county Central Committee meeting with seven (7) days['] notice, for the purpose of electing a new County Chairman.<sup>141</sup>

Similar rules apply to vacancies in the offices of State Committeeman, State Committeewoman, State Youth Committeeperson, Vice Chairman, Secretary, and Treasurer.<sup>142</sup> The chairperson is tasked with sending the notice for when vacancies occur in the positions other than the chair.<sup>143</sup>

Comparably, BCRCC Bylaws state:

Should a vacancy arise in the office of County Chairman, the First Vice Chairman shall, within (30) days of such vacancy and after giving seven

---

<sup>137</sup> See: BCRCC's Opposition to Summary Judgment, at pp. 6-7.

<sup>138</sup> IRP's Reply re: Summary Judgment, at p. 9.

<sup>139</sup> Id.

<sup>140</sup> Id.

<sup>141</sup> Thompson Declaration II, at Exhibit B, pp. 24-5, Art. IV, Sec. 9.

<sup>142</sup> Thompson Declaration II, at Exhibit B, p. 25, Art. IV, Sections 10. 11.

<sup>143</sup> Id.

(7) days['] notice, call a meeting of the County Central Committee for the purpose of electing a new County Chairman.<sup>144</sup>

On July 13, 2023, Chairman Cravens sent an e-mail to Bingham County Executive Committee Secretary Corenna Cannon stating:

As I have mentioned, my family and I are moving to Missouri. I plan to officially step down as the county chairman on August 1<sup>st</sup>, 2023. In order to help pave the way for a smooth transition, it would be best to elect the new chairman at our meeting Thursday next week at 7 pm at the courthouse. The new chair will take office on August 1<sup>st</sup>. Voting by rule is limited to only precinct committeemen. Alternates cannot vote on electing party officers. Those committeemen needing to do so can participate via Zoom. The committee may need to address other vacancies in other party offices depending on who is elected chairman at the meeting.<sup>145</sup>

Secretary Cannon forwarded Chairman Cravens' e-mail to all members of the BCRCC on July 13, 2023.<sup>146</sup>

The actions by Chairman Cravens were certainly odd. It appears from the Record that Chairman Cravens was interested in overseeing the election of his successor, as well as other down-ballot positions, despite clear IRP Rules and BCRCC Bylaws that the chairman election must take place within thirty (30) days from the date of the vacancy, with seven days' notice of the election meeting given by the vice chairman. Moreover, under IRP Rules, the down-ballot elections also require a special meeting within 30 days' of the vacancy, upon seven days' notice by the chairman.

---

<sup>144</sup> Thompson Declaration I, at Exhibit D, p. 2, Art. III, Sec. 6(d).

<sup>145</sup> Cannon Declaration I, at Exhibit B

<sup>146</sup> Cannon Declaration I, at p. 2, ¶ 6.

At the July 20 meeting, prior to reaching Agenda Item no. 8; (“Filling anticipated Chairman Vacancy and other positions as needed”),<sup>147</sup> two precinct committeemen suggested that a vote on Chairman Cravens’ replacement would violate BCRCC Bylaws.<sup>148</sup> A clarification of “the regulations” was given by Committeeman Ben Fuhrman and Chairman Cravens, but the substance of the clarification was not recorded in the meeting minutes.<sup>149</sup> Committeeman Josh Sorensen was informed that he was not allowed to vote because he was appearing at the meeting by Zoom.<sup>150</sup>

Committeeman Mark Cowley moved to table chairman election.<sup>151</sup> The motion was defeated by a majority vote.<sup>152</sup> Chairman Cravens moved to suspend “the rules”<sup>153</sup> to elect and vote for state committeeman, youth committee person, vice chairman, and 3<sup>rd</sup> vice chair.<sup>154</sup> The voting then proceeded to fill the positions of chairman, state committeeman, youth committeeperson, vice chairman, and 3<sup>rd</sup> vice chair.<sup>155</sup>

Thus, Chairman Cravens had plenty of notice that his actions did not conform to the IRP Rules or the BCRCC Bylaws. He moved to suspend “the rules” for the purpose of carrying out the elections immediately, rather than after the required notice and special meeting.

---

<sup>147</sup> See: Cannon Declaration I, at Exhibit C, pp. 3-5, Agenda Item #8.

<sup>148</sup> Cannon Declaration I, at Exhibit C, p. 2, Agenda Item #7.

<sup>149</sup> Cannon Declaration I, at Exhibit C, p. 3, Agenda Item #7.

<sup>150</sup> Id.

<sup>151</sup> Id.

<sup>152</sup> Id.

<sup>153</sup> Based upon Chairman Cravens’ motion to suspend “the rules,” it is evident that Chairman Cravens was aware that IRP Rules required seven (7) days’ notice of a special meeting to elect those positions.

<sup>154</sup> Cannon Declaration I, at Exhibit C, pp. 3-5, Agenda Item #8.

<sup>155</sup> Id.

Neither IRP Rules nor BCRCC Bylaws address their suspension for any purpose.<sup>156</sup> Robert's Rules of Order, which governs where not in conflict with IRP Rules or BCRCC Bylaws, offers the following:

In general, the constitution or the bylaws – or both – of a society are the documents that contain its own basic rules relating principally to itself as an organization, rather than to the parliamentary procedure that it follows. ... The term *bylaws*, as used in this book, refers to this single, combination-type instrument – by whatever name the particular organization may describe it – which:

- 1) should have essentially the same form and content whether or not the society is incorporated ...;
- 2) defines the primary characteristics of the organization – in such a way that the bylaws serve as the fundamental instrument establishing an unincorporated society, or conform to the corporate charter if there is one;
- 3) prescribes how the society functions; and
- 4) includes all rules that the society considers so important that they (a) cannot be changed without previous notice to the members and the vote of a specified large majority (such as a two-thirds vote), and (b) cannot be suspended (with the exception of clauses that provide for their own suspension under specified conditions ...).<sup>157</sup>

Both the IRP Rules and the BCRCC Bylaws require any amendment to be considered on previous notice and a two-thirds vote of the rules committee or the membership.<sup>158</sup> Thus, the IRP Rules and the BCRCC Bylaws fall within the definition of *bylaws* under the current edition of Robert's Rules of Order.

Accordingly, the BCRCC did not have the authority to suspend either IRP Rules or BCRCC Bylaws at the July 20 meeting. Chairman Cravens' July 13 message to the BCRCC did not comply with either IRP Rules or BCRCC Bylaws for filling a county

---

<sup>156</sup> See generally: Thompson Declaration I, at Exhibit D; Thompson Declaration II, at Exhibit B.

<sup>157</sup> Robert's Rules of Order Newly Revised (12<sup>th</sup> ed.) § 2.8, p. 11 (emphasis in original).

<sup>158</sup> Thompson Declaration II, at Exhibit B, p. 9, Art. I, Sec. 15(A)(1); and at Exhibit D, p. 5, Art. X.

chair position because it was not sent while the chair position was vacant, and was not sent by the vice chairman. Likewise, Chairman Cravens did not give seven days' written notice of the down-ballot elections.

As for the substance of Chairman Cravens' July 13 notice, neither IRP Rules<sup>159</sup> nor BCRCC Bylaws<sup>160</sup> define what constitutes proper notice. According to Robert's Rules of Order, a notice need only "briefly describe" the substance of the topic required to be noticed.<sup>161</sup> Specifically,

Under certain circumstances, ... there may be an additional requirement of *previous notice*, which means that notice of the proposal to be brought up – at least briefly describing its substance – must be announced at the preceding meeting or must be included in the "call" of the meeting at which it is to be considered (see also 10:44-51). The call of a meeting is a written notice of its time and place that is sent to all members of the organization a reasonable time in advance.<sup>162</sup>

"Previous Notice" is given further discussion under §§ 10:44-51 of Robert's Rules of Order. The relevant language reads:

The term *previous notice* (or *notice*), as applied to necessary conditions for the adoption of certain motions, has a particular meaning in parliamentary law. A requirement of previous notice means that announcement that the motion will be introduced – indicating its exact content as described below – must be included in the call of the meeting (1:7, 9:2-5) at which the motion will be brought up ....<sup>163</sup>

...

Unless the rules require the full text of the motion, resolution, or bylaw amendment to be submitted in the notice, only the purport need be indicated; but such a statement of purport must be accurate and complete – as in "to raise the annual dues to \$20" – since it will determine what amendments are in order when the motion is considered. The notice

---

<sup>159</sup> See: Thompson Declaration II, at Exhibit B, pp. 24-5, Art. IV, Sec. 9.

<sup>160</sup> See: Thompson Declaration I, at Exhibit D, p. 2, Art. III, Sec. 6.d.

<sup>161</sup> Miller Declaration, at p. 2, ¶ 6 [citing: Robert's Rule of Order Newly Revised, 12<sup>th</sup> ed., § 1:7, p. 4].

<sup>162</sup> Robert's Rules of Order Newly Revised, 12 ed. § 1:7, p. 4 (emphasis in original).

<sup>163</sup> Robert's Rules of Order Newly Revised, 12 ed. § 10:44, p. 112 (emphasis in original).



becomes invalid if the motion is amended beyond the scope of the notice  
....<sup>164</sup>

...

Instead of being given at a meeting, a notice can also be sent to every member with the call of the meeting at which the matter is to come up for action, in cases where there is a duty or established custom of issuing such a call. In such cases, the member desiring to give the notice writes to the secretary alone, requesting that the notice be sent with the call of the next meeting, and the secretary then does this at the expense of the society.<sup>165</sup>

The “purport” of a motion is its “meaning, import, sense, purpose, intention, or object.”<sup>166</sup>

In his notice, Chairman Cravens stated: “In order to help pave the way for a smooth transition, *it would be best* to elect the new chairman at our meeting Thursday next week at 7 pm at the courthouse.”<sup>167</sup> While the notice presents the “elect[ion] of the new chairman” at the July 20 meeting as its subject, the preceding phrase “it would be best” muddies its intention. Chairman Cravens does not plainly state that the new chairman will be elected at the meeting. Instead, he appears to offer “the best option” or to give a suggestion, rather than actual notice.

Further, the e-mail between Chairman Cravens and Secretary Cannon is conversational in nature. Chairman Cravens does not request that Secretary Cannon send his message to the members of the BCRCC with the call for the next meeting.

The questionable clarity of Chairman Cravens’ notice is of little import given the lack of a vacancy in the office of chairman (discussed below), and the improper source of the notice.

---

<sup>164</sup> Robert’s Rules of Order Newly Revised, 12 ed. § 10:47, p. 113.

<sup>165</sup> Robert’s Rules of Order Newly Revised, 12 ed. § 10:51, p. 114.

<sup>166</sup> <https://www.dictionary.com/browse/purport>.

<sup>167</sup> Cannon Declaration I, at Exhibit B (emphasis added).

**b. Vacancy of the County Chairman Position.**

The IRP contends that the BCRCC failed to follow IRP Rules in conducting the July 20 election because there was no vacancy in the chairman position on that date.<sup>168</sup> The BCRCC declares that filling the chairmanship vacancy before it became effective was appropriate under Robert’s Rules of Order.<sup>169</sup> The BCRCC adds that under Robert’s Rules of Order and Idaho law, county chairmen serve “at the pleasure of the county central committee or until their successors are elected.”<sup>170</sup> Thus, they argue, the BCRCC had every right to replace Chairman Cravens whenever they chose, regardless of his future resignation.<sup>171</sup> Additionally, the BCRCC tenders the Miller Declaration, wherein Ms. Miller opines that the word “of” in both IRP Rules and BCRCC Bylaws<sup>172</sup> is not clear as to whether the election must take place 30 days before, or 30 days after, the actual vacancy.<sup>173</sup>

Robert’s Rules of Order are adopted by both IRP Rules and BCRCC Bylaws where not inconsistent with state law, IRP Rules, or BCRCC Bylaws.<sup>174</sup> Thus, where provision is made for officer elections by law, by rule, and by bylaw, Robert’s Rules of Order need not be consulted.

Under Idaho Code § 34-502 county precinct committeemen:

---

<sup>168</sup> IRP’s Brief, at pp. 15-18.

<sup>169</sup> BCRCC’s Opposition to Summary Judgment, at pp. 4-6.

<sup>170</sup> BCRCC’s Opposition to Summary Judgment, at p. 5.

<sup>171</sup> BCRCC’s Opposition to Summary Judgment, at p. 5.

<sup>172</sup> The BCRCC requires that the “First Vice Chairman shall, within thirty (30) days *of* such vacancy and after giving seven (7) days[?] notice, call a meeting of the County Central Committee for the purpose of electing a new chairman.” Thompson Declaration I, at p. 2, Art. III, Sec. 6(d). The IRP Rules do not use the word “of” in the rule regarding the election of a new chairman upon vacancy of the position. Thompson Declaration II, at Exhibit B, pp. 24-5, Art. IV, Sec. 9.

<sup>173</sup> Miller Declaration, at p. 3.

<sup>174</sup> Thompson Declaration II, at Exhibit B, pp. 32-3, Art. X, Sec. 1; Thompson Declaration I, at Exhibit D, p. 5, Art. IX.

... shall organize by electing a chairman, vice chairman, a secretary, a state committeeman, a state committee woman, and such other officers as they may desire **who shall hold office at the pleasure of the county central committee** or until their successors are elected.<sup>175</sup>

If, however, the July 20 election was intended as a means to remove Chairman Cravens from office prior to the end of his two-year term,<sup>176</sup> then BCRCC Bylaws required “a vote of the Precinct Committee person[s] for any cause deemed just by them after due notice and a hearing, if requested.”<sup>177</sup>

The Record does not support a finding that the July 20 meeting was intended to consider and vote upon Chairman Cravens’ removal. Neither was notice given of, or a vote taken for, Chairman Cravens’ removal from office.

Instead, at the July 20 meeting, Chairman Cravens gave a parting speech to the officers, precinct committeemen, and guests present.<sup>178</sup> He was presented with a gift of thanks.<sup>179</sup> No motion was made to remove Chairman Cravens from his position.<sup>180</sup> Indeed, it was apparently anticipated that Chairman Cravens would remain in office until August 1, 2023.<sup>181</sup>

The phrase “at the pleasure of the county central committee” does not conflict with BCRCC Bylaws, which provide for the removal of a county officer upon due notice and a hearing, if requested, neither of which occurred in this case.

---

<sup>175</sup> Idaho Code § 34-502 (emphasis added).

<sup>176</sup> See: Thompson Declaration I, at Exhibit D, p. 3, Art. IV, Sec. 3 (“Term of office of all officer shall be two (2) years or until their successors are elected and certified.”)

<sup>177</sup> Thompson Declaration I, at Exhibit D, p. 4, Art. III, Sec. 5.

<sup>178</sup> Cannon Declaration I, at Exhibit C, p. 1, ¶ Agenda Item #4.

<sup>179</sup> Id.

<sup>180</sup> See generally: Cannon Declaration I, at Exhibit C.

<sup>181</sup> Cannon Declaration I, at Exhibit B.

The BCRCC then argues that “without an express prohibition in an organization’s bylaws, a future vacancy may be filled before it becomes effective.”<sup>182</sup> In support, the BCRCC cites to Roberts Rules of Order and an opinion from the American Institute of Parliamentarians.<sup>183</sup> In return, the IRP states that Robert’s Rules of Order “governs only if there are not contrary provisions of state law or [IRP Rules].”<sup>184</sup>

BCRCC Bylaws adopt Roberts Rules of Order “in all cases to which they are applicable and in which they are not inconsistent with these bylaws, Idaho Sate Code or [IRP Rules].”<sup>185</sup> Similarly, as the IRP points out,<sup>186</sup> IRP Rules adopt the current edition of Roberts Rules of Order “in all cases to which they are applicable and in which they are not inconsistent with state law, [IRP Rules], or any special rules of order the Party may adopt.”<sup>187</sup>

The language of IRP Rules Article IV, Section 9 appears straightforward and unambiguous. It states:

If the office of County Chairman becomes vacant, by reason of resignation, death, or otherwise, the Vice Chairman shall assume all duties of the Chairman and, within thirty (30) days after giving at least seven (7) days['] notice, call a Central Committee meeting for the purpose of electing a new County Chairman.<sup>188</sup>

---

<sup>182</sup> BCRCC’s Opposition to Summary Judgment, at p. 5.

<sup>183</sup> *Id.* See also: Declaration of Cheryl Miller, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 15, 2023) (hereinafter the “**Miller Declaration**”), at Addendum A.

<sup>184</sup> IRP’s Reply re: Summary Judgment, at p. 2.

<sup>185</sup> Thompson Declaration I, at Exhibit D, p. 5, Art. IX.

<sup>186</sup> See: IRP’s Reply re: Summary Judgment, at p. 2.

<sup>187</sup> Thompson Declaration II, at Exhibit B, pp. 32-3, Art. X, Sec. 1.

<sup>188</sup> Thompson Declaration II, at Exhibit B, pp. 24-5, Art. IV, Sec. 9.

Thus, under the relevant BCRCC Bylaw, a county chairman may be removed from office prior to the expiration of his or her two-year term. Upon a chairman's removal, a vacancy is created, which requires specific action by the vice chairman: seven days' notice and a special election meeting within thirty days of the vacancy. If a vacancy occurs for reasons other than removal of the chairman, the same procedure applies. Although IRP Rules do not address removal of county committee officers,<sup>189</sup> BCRCC Bylaws provide a specific procedure for such removal, which requires "due notice."<sup>190</sup> While Robert's Rules of Order may allow for the election of a chairman elect, such procedure conflicts with the clear and unambiguous mandate of IRP Rules, Article IV, Section 9 and BCRCC Bylaws Article III, Section 6(d).

Moreover, if, as Ms. Miller asserts, BCRCC Bylaws Art. III, Section 6(d) allows for notice of a special meeting to elect a new chairman either thirty days before or thirty days after the current chair position becomes vacant,<sup>191</sup> such provision conflicts with IRP Rules and fails to implement the IRP's "governing By-laws," as required by BCRCC Bylaws.<sup>192</sup> The IRP Rules require:

If the office of the County Chairman becomes vacant, by reason of resignation, death or otherwise, the Vice Chairman *shall* assume all duties of the Chairman and, within thirty (30) days after giving at least seven (7) days['] notice, call a Central Committee meeting for the purpose of electing a new County Chairman.<sup>193</sup>

IRP Rules Article IV, Section 9, unlike Article III, Section 6(d) of BCRCC Bylaws, does not include the amorphous clause "of such vacancy" after the words "within thirty (30)

---

<sup>189</sup> See generally: Thompson Declaration II, at Exhibit B.

<sup>190</sup> Thompson Declaration I, at Exhibit D, p. 4, Art. IV, Sec. 5.

<sup>191</sup> See: Miller Declaration, at p. 3.

<sup>192</sup> See: Thompson Declaration I, at Exhibit D, p. 1, Art II.

<sup>193</sup> Thompson Declaration II, at Exhibit B, pp. 24-5, Art. IV, Sec. 9 (emphasis added).

days.” Thus, IRP Rules Article IV, Section 9 does not offer an alternative “before or after” interpretation. If BCRCC Bylaws Article III, Section 6(d) is given the more expansive reading, it conflicts with the clear language of IRP Rules Article IV, Section 9.

Additionally, the bylaws or governing rules of an organization, which are contracts, must be read as a whole.<sup>194</sup> Both IRP Rules and BCRCC Bylaws require that the notice of the special meeting to elect a new chairman must be given by the vice chairman.<sup>195</sup> The improper July 20 meeting notice was given by Chairman Cravens, not Vice Chairman Thompson.

**c. A “Chairman-Elect” Position under BCRCC Bylaws.**

The IRP anticipates that the BCRCC will rely upon its Bylaws, which define the BCRCC’s officer positions to include “and other such officers of the County Central Committee as are elected by the Precinct committee persons,”<sup>196</sup> to infer that a “chairman elect” position could be added to the tally of BCRCC officers.<sup>197</sup> The IRP reasons that simply bestowing a “chairman elect” title upon a committee member does not give that person the power to function as a county chairman without being elected to the county chairman position.<sup>198</sup> The BCRCC rejoins that the IRP’s “officer-elect” discussion is a “straw man argument”<sup>199</sup> because the BCRCC never advanced the creation of a “chairman elect” position as a legal or procedural argument.<sup>200</sup>

---

<sup>194</sup> *Twin Lakes Village Property Association, Inc. v. Crowley*, 124 Idaho at 138, 857 P.2d at 617.

<sup>195</sup> Thompson Declaration II, at Exhibit B, pp. 24-5, Art. IV, Sec. 9; Thompson Declaration I, at Exhibit D, p. 2, Art. III, Sec. 6(d).

<sup>196</sup> See: Thompson Declaration I, at Exhibit D, p. 1, Art. III, Sec. 1.

<sup>197</sup> IRP’s Brief, at pp. 18-20.

<sup>198</sup> IRP’s Brief, at p. 19.

<sup>199</sup> A “straw man argument” is “[a] tenuous and exaggerated counterargument that an advocate puts forward for the sole purpose of disproving it.” BLACK’S LAW DICTIONARY (8<sup>th</sup> ed. 2004), at p. 1461 (“*straw man*”).

<sup>200</sup> BCRCC’s Opposition to Summary Judgment, at p. 7.

Accordingly, no further consideration shall be given to the IRP's anticipatory "chairman-elect" argument.

**d. Substantial Compliance with IRP Rules.**

The IRP avers that since Vice Chairman Thompson did not call and hold the required special election meeting, the July 20 election was, as determined by Chairwoman Moon, invalid.<sup>201</sup> If the July 20 election was invalid, then the BCRCC fails to raise a material issue of fact as to its remaining Breach of Contract claim.

In its Opposition, the BCRCC argues that it substantially complied with IRP Rules because none of those BCRCC members who were absent from the July 20 meeting signed the Grievance, and those who did sign the Grievance were not "aggrieved parties."<sup>202</sup>

The BCRCC members who signed the Grievance were present at the July 20 meeting.<sup>203</sup> The BCRCC takes the position that none of those who signed the Grievance were negatively affected by the election because (a) they were not voting members; (b) they were present and voted; or (c) even if all four absent committee persons voted against Mr. Thompson, the election outcome would not have changed.<sup>204</sup> In parry, the IRP avers that those who signed the Grievance had a legal right to expect an election in compliance with state law, IRP Rules, and BCRCC Bylaws.<sup>205</sup>

---

<sup>201</sup> IRP's Brief, at pp. 20-21.

<sup>202</sup> BCRCC's Opposition to Summary Judgment, at pp. 7-8.

<sup>203</sup> See: Declaration of Counsel in Opposition to Motion for Summary Judgment, *Executive Committee of the Bingham County Republican Central Committee v. Idaho Republican Party*, Bingham County case no. CV06-23-1418 (filed December 15, 2023) (hereinafter the "**Chaney Declaration**"), at Exhibit A, p. 3; Cannon Declaration I, at Exhibit C, p. 1.

<sup>204</sup> BCRCC's Opposition to Summary Judgment, at pp. 3-4.

<sup>205</sup> IRP's Reply re: Summary Judgment, at pp. 4-8.

Substantial performance of a contract is a defense to the opposing party's request for contract rescission.<sup>206</sup> In order to rescind a contract, the court must find that one of the parties committed a material breach which destroyed the entire object of the contract and which touched the fundamental purpose of the contract.<sup>207</sup> However, there is no material breach of a contract where a party substantially performs.<sup>208</sup> "Substantial performance is performance which, despite a deviation from contract requirements, provides the important and essential benefits of the contract to the promise."<sup>209</sup>

The BCRCC, by its lawsuit, does not seek to rescind its contract with the IRP (the IRP Rules), or to rescind the BCRCC's Bylaws with its members.<sup>210</sup> Instead, the BCRCC seeks validation of the July 20 election.<sup>211</sup>

The bylaws of a corporation are equivalent to contracts among the members of the association and are binding on the association's members.<sup>212</sup> Actions taken in violation of a corporation's bylaws are void.<sup>213</sup>

The BCRCC's membership had a contractual right to rely upon the rules and procedures set forth in state law, IRP Rules, BCRCC Bylaws, and Robert's Rules of Order (where those rules did not conflict with state law, IRP Rules, or BCRCC Bylaws). Where an organization's bylaws set forth a clear procedure for filling a leadership

---

<sup>206</sup> *First Security Bank of Idaho, N.A. v. Murphy*, 131 Idaho 787, 792, 964 P.2d 654, 659 (1988).

<sup>207</sup> *First Security Bank of Idaho, N.A. v. Murphy*, 131 Idaho at 792, 964 P.2d at 659.

<sup>208</sup> *Hull v. Geisler*, 156 Idaho at 765, 774, 331 P.3d 507, 516 (2014).

<sup>209</sup> *Id.*

<sup>210</sup> See generally: BCRCC's Amended Complaint.

<sup>211</sup> BCRCC's Amended Complaint, at p. 7, Count III, ¶ 42.

<sup>212</sup> *Kemmer v. Newman*, 161 Idaho at 466, 387 P.3d at 134 (2016).

<sup>213</sup> *Kemmer v. Newman*, 161 Idaho at 466, 387 P.3d at 134.



vacancy, those procedures must be followed in order for a court to validate the organization's action.<sup>214</sup>

Furthermore, even if the doctrine of substantial performance applied to the set of facts presented in this case, the BCRCC did not substantially comply with the rules for filling officer vacancies. The actions taken by Chairman Cravens, together with the objections raised at the July 20 meeting, leave no doubt that Chairman Cravens willfully ignored state law, IRP Rules, and BCRCC Bylaws to the detriment of the BCRCC officers and members left to untangle the situation he created.

The BCRCC complains that “[Chairwoman] Moon withheld information about what is being challenged until the 30-day timeline for the county party to remedy the problem itself has expired.”<sup>215</sup> However, on August 21, 2023, when the BCRCC received the contents of the Grievance from Chairwoman Moon,<sup>216</sup> the ship could have been righted, so to speak, had Mr. Thompson, as acting chair, given notice of a special meeting to elect a new chairman, and scheduled that meeting on or before August 30. The Grievance explicitly states that the office of the chair was not vacant on July 20, 2023.<sup>217</sup> Thus, the BCRCC had notice that the Grievance relied upon IRP Rules Article IV, Section 9 and BCRCC Bylaws Article III, Section 6(d), and specifically complained that chairman position was not vacant on the election date. Had Mr. Thompson, on August 21, 2023, sent out notice of a special meeting to formally elect the new chairman, the necessity of formal action by Chairwoman Moon, which precipitated this lawsuit, would

---

<sup>214</sup> See: *Kemmer v. Newman*, 161 Idaho at 466-9, 387 P.3d at 134-7.

<sup>215</sup> BCRCC's Opposition to Summary Judgment, at p. 1, Section II.

<sup>216</sup> Thompson Declaration I, at p. 3, ¶ 13. See also: Cannon Declaration II, at p. 2, ¶ 7.

<sup>217</sup> Thompson Declaration I, at Exhibit A, p. 1, ¶ 2.

have become unnecessary.

**e. Waiver**

The BCRCC also relies upon waiver as a means of validating the flawed July 20 election.<sup>218</sup> The BCRCC cites “the plain language of *Roberts Rules of Order*”<sup>219</sup> and the Miller Declaration as its authority.<sup>220</sup>

In her Declaration, Ms. Miller states that “any other defects in the July 2023 officer election were waived by failing to timely raise a point of order.”<sup>221</sup> A point of order is a means of calling upon the chairman for a ruling and an enforcement of the regular rules.<sup>222</sup> It is appropriately utilized when a member thinks that the rules of the assembly are being violated.<sup>223</sup>

Ms. Miller opines: “[a]n election can only be contested by raising a point of order when the vote is announced.”<sup>224</sup> According to Secretary Cannon’s notes, two members “suggested a violation of by-laws if voting for the replacement of Chairman Dan Cravens were to occur at this meeting.”<sup>225</sup> According to the grievance,

Point of Order was made before item 7 of the agenda ... and before nominations were made. Ronda Cheatham stood and read Idaho GOP Rules, Article IV: The County Central Committee, Section 9, and the Bingham County By-laws Article III Membership, Section 6.d. The Chair Cravens stated he rejected the Point of Order ....<sup>226</sup>

---

<sup>218</sup> BCRCC’s Opposition to Summary Judgment, at p. 6.

<sup>219</sup> BCRCC’s Opposition to Summary Judgment, at p. 8 (emphasis in original).

<sup>220</sup> *Id.*

<sup>221</sup> Miller Declaration, at p. 4, ¶ 8.

<sup>222</sup> Robert’s Rules of Order Newly Revised, 12 ed. § 23:1, p. 233.

<sup>223</sup> *Id.*

<sup>224</sup> Miller Declaration, at p. 4, ¶ 8.

<sup>225</sup> Cannon Declaration I, at p. 2, ¶ 7.

<sup>226</sup> Thompson Declaration I, at Exhibit A, p. 1, ¶ 3.

Under Robert’s Rules of Order,

The general rule is that if a question of order is to be raised, it must be raised promptly at the time the breach occurs.<sup>227</sup>

...

The only exceptions to the requirement that a point of order must be made promptly at the time of the breach arise in connection with breaches that are of a continuing nature, whereby the action taken in violation of the rules is null and void. In such cases, a point of order can be made at any time during the continuance of the breach – that is, at any time that the action has continuing force and effect – regardless of how much time has elapsed. Instance of this kind occur when:

- a) a main motion has been adopted that conflicts with the by-laws (or constitution) of the organization or assembly,
- ...
- c) any action has been taken in violation of applicable procedural rules prescribed by federal, state, or local law ....<sup>228</sup>

In terms of elections, a point of order is not waived if the election fell within any of the exceptions to the timeliness requirement (two of those exceptions being enumerated above).<sup>229</sup> In such cases, a point of order can be made at any time during the continuance in office of the individual declared elected.<sup>230</sup>

Here, the July 20 election occurred in violation of IRP Rules and BCRCC Bylaws. Members suggested that the election violated BCRCC Bylaws.<sup>231</sup> A discussion followed.<sup>232</sup> A formal motion was then made to table the voting on the new chairman.<sup>233</sup> The majority of the members present voted against the motion.<sup>234</sup> Since the election violated IRP Rules and BCRCC Bylaws, waiver of the point of order, or objection, to the

---

<sup>227</sup> Robert’s Rules of Order Newly Revised, 12 ed. § 23:5, p. 236.

<sup>228</sup> Robert’s Rules of Order Newly Revised, 12 ed. § 23:6, pp. 236-7.

<sup>229</sup> Robert’s Rules of Order Newly Revised, 12 ed. § 46:49, p. 423.

<sup>230</sup> Id.

<sup>231</sup> Cannon Declaration I, at Exhibit C, p. 2, ¶ 7.

<sup>232</sup> Cannon Declaration I, at Exhibit C, p. 3, ¶ 7.

<sup>233</sup> Id.

<sup>234</sup> Id.

July 20 election, has not been shown.

For the foregoing reasons, Chairwoman Moon did not violate IRP Rules by declaring the BCRCC's chairman and down-ballot elections at the July 20 meeting invalid. No material issue of fact remains for trial as to Count I of the BCRCC's Amended Complaint. Therefore, Count I shall be summarily adjudicated in favor of the IRP.

**2. Count II – Breach of the Covenant of Good Faith and Fair Dealing.**

The BCRCC points out that the IRP, by its Motion for Summary Judgment, failed to address the BCRCC's breach of the covenant of good faith and fair dealing claim.<sup>235</sup> The BCRCC presumes therefore that the IRP did not seek summary adjudication of Count II.<sup>236</sup> The IRP, in terse riposte, contends that a Breach of the Covenant of Good Faith and Fair Dealing claim is not a separate cause of action from a Breach of Contract claim.<sup>237</sup>

Idaho law does allow both Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing claims to be adjudicated in the same lawsuit as separate causes of action.<sup>238</sup> However, the actions and damages claimed under a Breach of the Covenant of Good Faith and Fair Dealing cause of action must relate to actions and

---

<sup>235</sup> BCRCC's Opposition to Summary Judgment, at p. 8.

<sup>236</sup> Id.

<sup>237</sup> IRP's Reply re: Summary Judgment, at p. 11.

<sup>238</sup> See: *Day, as Trustee of Trust B of Donald M. May and Marjorie D. Day Family Trust v. Transportation Department*, 166 Idaho 293, 302, 458 P.3d 162 (171 (2020) ("Thus, the district court erred by dismissing the Day family's claims based upon breach of contract and breach of the implied covenant of good [faith and] fair dealing.").

damages separate and apart from those claimed in the Breach of Contract cause of action.<sup>239</sup>

In its Breach of Contract claim, the BCRCC alleges that it has a right to appeal Chairwoman Moon's decision and the right under IRP Rules to have the July 20 election recognized as valid.<sup>240</sup> The BCRCC's Breach of the Covenant of Good Faith and Fair Dealing claim is based upon different allegations. The BCRCC alleges that the IRP

... acted in a manner that is dishonest and unfair by, among other things, erroneously declaring an election [in]valid, deploying deception and conspiracy in planning and noticing the September 18 meeting, and failing to be transparent about the source of the so-called "complaint."<sup>241</sup>

The BCRCC's July 20 election was invalid, as set forth above. Therefore, the BCRCC's first ground for its Breach of the Covenant of Good Faith and Fair Dealing claim does not raise a material issue of fact.

With regard to the BCRCC's allegations that the IRP deployed deception and conspiracy in planning and noticing the September 18 meeting, and that the IRP failed to be transparent about the source of the Grievance, the IRP has not argued that such claims lack material fact issues. Therefore, the IRP's Motion for Summary Judgment, as it pertains to Count II of the BCRCC's Amended Complaint, shall be denied.

### **3. Count III – Declaratory Judgment.**

Under its third cause of action, the BCRCC requests a declaratory judgment that the BCRCC performed under IRP Rules sufficiently to validate the July 20, 2023

---

<sup>239</sup> *Saint Alphonsus Diversified Care, Inc. v. MRI Associates, LLP*, 157 Idaho 106, 120, 34 P.3d 780, 794 (2014).

<sup>240</sup> BCRCC's Amended Complaint, at p. 6, Count I, ¶¶ 32-36.

<sup>241</sup> BCRCC's Amended Complaint, at pp. 6-7, Count II, ¶¶ 37-40.

election.<sup>242</sup> As set forth above, the BCRCC did not comply with IRP Rules sufficiently to validate the July 20 election.

The BCRCC further requests a declaratory judgment that the IRP and Chairwoman Moon “lacked the authority under [IRP rules] to void the election of a county organization.”<sup>243</sup> By its Motion for Summary Judgment, the IRP argues that Chairwoman Moon had a duty to call a special election meeting, given the continuing vacancy in the BCRCC’s chairman position.<sup>244</sup> In response, the BCRCC maintains that the Grievance was invalid,<sup>245</sup> and Chairwoman Moon’s authority to hold another election was not triggered.<sup>246</sup>

**a. Invalid Grievance**

According to the BCRCC, Chairwoman Moon’s investigative function was never triggered because the Grievance was invalid.<sup>247</sup> Specifically, the BCRCC points that all five persons who signed the Grievance were present at the July 20 meeting.<sup>248</sup> The four voting members (who signed the Grievance) voted in the election.<sup>249</sup> One of the signors was a non-voting member.<sup>250</sup> The BCRCC concludes that none of the signors were deprived of any legal right or had a legal right infringed by the election held on July 20.<sup>251</sup> In rebuttal, the IRP explains that the signors of the Grievance were aggrieved by the

---

<sup>242</sup> BCRCC’s Amended Complaint, at p. 7, Count III, ¶ 42.

<sup>243</sup> BCRCC’s Amended Complaint, at p. 7, Count III, ¶ 43.

<sup>244</sup> IRP’s Brief, at pp. 11-14.

<sup>245</sup> BCRCC’s Opposition to Summary Judgment, at pp. 3-4.

<sup>246</sup> BCRCC’s Opposition to Summary Judgment, at p. 6

<sup>247</sup> BCRCC’s Opposition to Summary Judgment, at pp. 3-4.

<sup>248</sup> BCRCC’s Opposition to Summary Judgment, at p. 3.

<sup>249</sup> BCRCC’s Opposition to Summary Judgment, at p. 4.

<sup>250</sup> BCRCC’s Opposition to Summary Judgment, at p. 3.

<sup>251</sup> Id.

BCRCC's failure to hold an election in conformance with state law, IRP Rules, and BCRCC Bylaws.<sup>252</sup>

One of the BCRCC's policies, as set forth in its Bylaws, is to "[i]mplement the policies and functions of the [IRP] and [its] governing By-laws."<sup>253</sup> The BCRCC's Bylaws, which implement IRP Rules, are "equivalent to contracts among members of the [BCRCC]" and are binding on its members.<sup>254</sup> Actions taken in violation of an association's bylaws are void.<sup>255</sup>

The situation at Bar is directly on point with the Idaho Supreme Court's opinion in *Kemmer v. Newman*.<sup>256</sup> In *Kemmer v. Newman*, the bylaws of New Life Missions, Inc. church (NLM) laid out the procedure for filling a vacancy in the senior pastor position.<sup>257</sup> The evidence reflected that one of the procedures was not followed in the appointment of the new pastor, Mr. Newman.<sup>258</sup> The Idaho Supreme Court held, "[b]ecause there is no evidence that the NLM Bylaws were complied with, we reverse the district court's finding that Newman was appointed as senior pastor on March 28, 2010."<sup>259</sup>

BCRCC members had a right, under IRP Rules and BCRCC Bylaws, to have officer elections comply with the procedures set forth in the contractual provisions to which those members agreed. Given the BCRCC's lack of compliance with IRP Rules

---

<sup>252</sup> IRP's Reply re: Summary Judgment, at pp. 5-8.

<sup>253</sup> Thompson Declaration I, at Exhibit D, p. 1, Art. II.

<sup>254</sup> *Kemmer v. Newman*, 161 Idaho at 466, 387 P.3d at 134.

<sup>255</sup> *Id.*

<sup>256</sup> *Supra.*

<sup>257</sup> *Kemmer v. Newman*, 161 Idaho at 466-7, 387 P.3d at 134-5.

<sup>258</sup> *Kemmer v. Newman*, 161 Idaho at 467, 387 P.3d at 135.

<sup>259</sup> *Id.*

and its own Bylaws, the Grievance signors were aggrieved parties and could file a valid grievance under IRP Rules.<sup>260</sup>

**b. Chairwoman Moon’s Authority to Hold Another Election Not Triggered.**

The IRP maintains that under state law, Chairwoman Moon had a duty to call a meeting of the BCRCC precinct committeemen to elect a new county chairman because Vice Chairman Thompson was not properly elected to the chairmanship under IRP Rules.<sup>261</sup> The BCRCC counters that Chairwoman Moon’s authority to hold another election under Idaho Code § 34-502 was not triggered since the BCRCC chairman position did not remain unfilled for the necessary thirty days.<sup>262</sup>

Given the BCRCC’s failure to comply with IRP Rules and BCRCC Bylaws in holding the July 20 election, Mr. Thompson’s election on July 20 was void. Despite notice of the grounds for the Grievance within the time necessary to rectify the situation, Mr. Thompson did not take the actions necessary to assure that the BCRCC chairmanship position was filled within thirty days of Chairman Cravens’ effective resignation on August 1, 2023.

In sum, Chairwoman Moon had authority under IRP Rules to hold an election to fill the vacant BCRCC chairmanship position.

**c. The IRP’s Authority to Void the Election**

In its Complaint, the BCRCC requests a judgment declaring that the IRP lacks authority under IRP Rules to void the election of a county organization.<sup>263</sup> Under IRP

---

<sup>260</sup> See: Thompson Declaration II, at Exhibit B, p. 35, Art. XII, Sec. 3(a).

<sup>261</sup> IRP’s Brief, at pp. 11-14 [citing: Idaho Code § 34-502].

<sup>262</sup> BCRCC’s Opposition to Summary Judgment, at p. 6.

<sup>263</sup> BCRCC’s Amended Complaint, at p. 7, Count III, ¶ 43.



Rules, a party aggrieved by any violation of IRP Rules, county bylaws, or Idaho law may file a complaint with the State Chairman.<sup>264</sup> Upon investigation of the complaint, the State Chairman is required to give the affected parties an opportunity to be heard.<sup>265</sup> The State Chairman must then rule on the complaint and issue an appropriate order, sanction, or remedy.<sup>266</sup> The IRP Rules do not delineate specific orders, sanctions or remedies available to the State Chairman.<sup>267</sup>

However, under state common law, where an organization takes action in violation of its own bylaws, such action is void.<sup>268</sup> If, in the IRP grievance process, an IRP chairperson finds that certain actions were taken by a county organization in violation of that organization's bylaws or IRP Rules, then, by law, such actions are void. Consequently, the State Chairman has the authority to declare that county organization's actions void for failure to comply with IRP Rules or the organization's bylaws.

Based upon the foregoing reasoning, Count III of the BCRCC's Amended Complaint shall be summarily adjudicated in the IRP's favor.

#### **4. Count IV – Order to Show Cause.**

In its final cause of action, the BCRCC requests an order requiring the IRP to “reveal the name of the complainant and *all* communications with *all* persons regarding the BCRCC election of officers.”<sup>269</sup> It appears that this request was resolved in discovery when the IRP provided the names, addresses, and telephone numbers of the individuals

---

<sup>264</sup> Thompson Declaration II, at Exhibit B, p. 35, Art. XII, Sec. 3(a).

<sup>265</sup> Thompson Declaration II, at Exhibit B, p. 35, Art. XII, Sec. 3(b).

<sup>266</sup> Thompson Declaration II, at Exhibit B, p. 35, Art. XII, Sec. 3(c).

<sup>267</sup> See generally: Thompson Declaration II, at Exhibit B.

<sup>268</sup> *Kemmer v. Newman*, 161 Idaho at 466-7, 387 P.3d at 134-5.

<sup>269</sup> BCRCC's Amended Complaint, at p. 8, Count IV, ¶ 46.

who signed the Grievance against the BCRCC.<sup>270</sup> The BCRCC does not complain that Count IV remains unresolved or raises a remaining material issue of fact.<sup>271</sup>

For these reasons, Count IV of the BCRCC's Amended Complaint shall be summarily adjudicated in favor of the IRP.

## VI. CONCLUSIONS OF LAW

Based upon the above findings and analyses, the following conclusions are appropriate:

1. The Hafen Declaration is not relevant to the issues at Bar.
2. The IRP has shown the absence of a material fact issue regarding the BCRCC's Breach of Contract claim.
3. The IRP has not shown the absence of a material fact regarding the BCRCC's Breach of the Covenant of Good Faith and Fair Dealing claim.
4. The IRP has shown the absence of a material fact regarding the BCRCC's request for a declaratory judgment.
5. The IRP has shown the absence of a material fact regarding the BCRCC's request for a show cause order requiring the IRP to reveal the names of those who filed the Grievance.

## VII. ORDER

Accordingly, the IRP's Motion for Summary Judgment is **granted in part** and **denied in part**. The BCRCC shall take nothing by its Breach of Contract, Request for a Declaratory Judgment, and Request for a Show Cause Order.

---

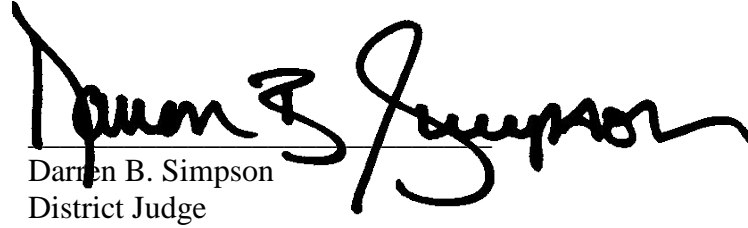
<sup>270</sup> See: Chaney Declaration, at Exhibit A, p. 3.

<sup>271</sup> See generally: BCRCC's Opposition to Summary Judgment.

The BCRCC's remaining Breach of the Covenant of Good Faith and Fair Dealing remains on this Court's docket.

**IT IS SO ORDERED.**

DATE: 2/16/2024 10:29:16 AM.

  
Darren B. Simpson  
District Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 16, 2024, a full, true, and correct copy of the foregoing Order Granting in Part Defendant's Motion for Summary Judgment was served on the parties listed below by ICourt e-mail.

Mr. Greg Chaney  
CHANEY LAW OFFICE  
efile@gregchaneylaw.com

ICourt E-Mail

Mr. Bryan D. Smith  
**Smith, Driscoll & Associates,**  
**PLLC**  
dwh@idaholaw.com

ICourt E-Mail

PAMELA W. ECKHARDT, Clerk of the Court

By: \_\_\_\_\_

*Brandee Cammack*

Deputy Clerk

2/16/2024 11:03:01 AM

