

BOISE, WEDNESDAY, SEPTEMBER 9, 2026 AT 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

D.L. EVANS BANK,

**Plaintiff-Counterdefendant-
Respondent,**

v.

LINDA C. SALLEE,

**Defendant-Counterclaimant-
Appellant,**

and

**WEBB 1 BUILT, LLC; CALLIE PENNEY,
BRIAN WEBB, JOSEPH PENNEY,
ANNABEL RAMIREZ, PATRICK MORA
and THE UNKNOWN HEIRS OR
DEVISEES OF THE FOREGOING
PARTIES AND ALL UNKNOWN
OWNERS OF THE FOLLOWING
DESCRIBED REAL ESTATE:**

**LOT 3 OF DRAKE'S ISLAND CROSSING
SUBDIVISION NO. 3, ACCORDING TO
THE OFFICIAL PLAT THEREOF,
RECORDED AS INSTRUMENT NO.
210267, RECORDS OF BOISE, COUNTY,
IDAHO,**

Docket No. 52535

Defendants.

Appeal from the District Court of the Fourth Judicial District, State of Idaho, Boise County. Theodore Fleming, District Judge.

Eberle, Berlin, Kading, Turnbow & McKlveen Chartered, Boise, for Appellant.

Parsons, Loveland, Shirley & Lindstrom LLP, Burley, for Respondent.

D.L. Evans Bank filed a complaint in Boise County for a decree of foreclosure alleging that Linda Sallee failed to satisfy her financial and other obligations on a construction loan. Sallee counterclaimed for breach of contract, breach of fiduciary duty and duty of good faith, and negligence. The district court granted summary judgment in D.L. Evans' favor on all claims and entered a judgment (and amended judgments) foreclosing on the subject property. Following the entry of judgment, Sallee filed a notice of appeal and, thereafter, filed a separate action in Ada County seeking to quiet title to the foreclosed upon property on the basis that D.L. Evans violated Idaho's single-action rule by seeking a personal judgment for breach of contract, in addition to foreclosure, in the underlying case. After the Boise County and Ada County cases were consolidated, the district court granted D.L. Evans' motion to dismiss the quiet title action and entered a corresponding judgment of dismissal.

On appeal, Sallee argues that the district court erred in numerous ways, including by (1) granting summary judgment in favor of D.L. Evans when D.L. Evans violated Idaho's single-action rule by filing a complaint that simultaneously sought a personal judgment for breach of contract and foreclosure before completing the foreclosure process, in violation of I.C. § 45-1503, (2) granting summary judgment on Sallee's breach of contract, fiduciary duty, and negligence counterclaims despite the existence of genuine issues of material fact, (3) improperly weighing evidence and resolving factual disputes on summary judgment, and (4) awarding D.L. Evans costs and attorney fees.