

BOISE, FRIDAY, MAY 8, 2026, AT 10:00 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

KRISTIE ANN BEAR,)	
)	
Plaintiff-Appellant,)	
)	
v.)	
)	
JOSHUA BRENT BEAR, an individual,)	
)	
Defendant-Respondent,)	Docket No. 52888
)	
and)	
)	
PREMIER MORTGAGE RESOURCES,)	
LLC, Lender,)	
)	
Defendant.)	
_____)	

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. Derrick O’Neill, District Judge.

Ludwig, Shoufler, Miller, Johnson, LLP, Boise, for Appellant.

Gravis Law, PLLC, Sun Valley, for Respondent.

In this partition action, Kristie Anne Bear seeks to force a sale of the Eagle, Idaho home she co-owns with her former husband, Josuha Brent Bear. The parties divorced in Montana and agreed pursuant to the terms of a marital and property settlement agreement to own the home as tenants in common post-dissolution. The agreement provides that the home may be sold only “upon the mutual agreement of the parties.”

In the district court, Ms. Bear moved for summary judgment, arguing that there was no dispute of material fact as to her fifty-percent tenancy and common interest in the Eagle residence, and therefore she possessed a statutory right to partition the property. Mr. Bear countered that Ms. Bear could not unilaterally partition the Eagle residence based on the express terms of the parties’ marital and property settlement agreement, which the Montana court incorporate in the parties’ divorce decree. He further argues that the language in the agreement reserving to the Montana court exclusive jurisdiction over its “enforcement, modification, or interpretation” divests an Idaho district court of subject matter jurisdiction over this partition action.

The district court agreed with Mr. Bear, ruling that it lacked subject matter jurisdiction to consider the partition of the Eagle residence. On appeal, Ms. Bear contends that the district court erred in concluding that the marital and property settlement agreement implicates the court’s

subject matter jurisdiction. She further contends that as a tenant in common, she is entitled under Idaho law to partition the Eagle residence and, in any event, the agreement's grant of exclusive jurisdiction to the Montana court is an unenforceable forum selection clause.