

BOISE, FRIDAY, DECEMBER 8, 2017 AT 11:10 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

**DONALD CRAIG FRIZZELL, individually,)
and as a beneficiary of the CLIFTON AND)
MARJORIE FRIZZELL FAMILY TRUST,)**

Plaintiff-Appellant,)

v.)

**EDWIN DEYOUNG, individually, and in his)
capacity as trustee of the CLIFTON AND)
MARJORIE FRIZZELL FAMILY TRUST;)
DARLENE DEYOUNG, individually, and in)
her capacity as beneficiary of the CLIFTON)
AND MARJORIE FRIZZELL FAMILY)
TRUST; and on behalf of the marital)
community of EDWIN DEYOUNG and)
DARLENE DEYOUNG, husband and wife,)**

Defendants-Respondents.)

Docket No. 44975

Appeal from the District Court of the First Judicial District, State of Idaho,
Kootenai County. Hon. Cynthia K.C. Meyer, District Judge.

GiantLegal, PLLC, Spokane, WA, for appellant.

Lake City Law Group, Coeur d'Alene, for respondent.

Donald Frizzell appeals the Kootenai County district court's dismissal of his complaint. Donald Frizzell and the defendants, Edwin and Darlene DeYoung, were parties to an existing trust, with Edwin DeYoung serving as trustee and Donald Frizzell and Darlene DeYoung as beneficiaries. The parties entered into an agreement pursuant to the Trust and Estate Dispute Resolution Act (TEDRA agreement). The TEDRA agreement was designed to modify the existing trust terms and also resolve issues related to Edwin DeYoung's administration of the trust in his role as trustee. Two years after the TEDRA agreement was filed with the district court, Donald Frizzell filed suit against the DeYongs for breach of fiduciary duty by Edwin DeYoung. The district court granted the DeYoung's motion to dismiss based on provisions in the TEDRA agreement that purported to hold Edwin DeYoung harmless for any actions taken in his role as trustee. The district court also stated Donald Frizzell was bound by the TEDRA agreement to pursue non-judicial dispute resolution, rather than file a lawsuit for breach of fiduciary duty. Donald Frizzell timely appealed.