District Local Rule Civ 83.7 (Civil)
PERSONS APPEARING WITHOUT AN ATTORNEY - PRO SE
Persons Appearing Without an Attorney--In Propria Persona. Any person who is representing himself or
herself without an attorney must appear personally for such purpose and may not delegate that duty to
any other person. While such person may seek outside assistance in preparing Court documents for
filing, the person is expected to personally participate in all aspects of the litigation, including Court
appearances. Persons appearing without attorneys are required to become familiar with and comply with
all Local Rules of this District, as well as the Federal Rules of Civil and /or Criminal Procedure. In exceptional circumstances, the Court may modify these provisions to serve the ends of justice.

due process

From <https://www.law.cornell.edu/wex/due_process>

The Mathews approach is most successful when it is viewed as a set of instructions to attorneys involved in litigation concerning procedural issues. Attorneys now know how to make a persuasive showing on a procedural "due process" claim, and the probable effect of the approach is to discourage litigation drawing its motive force from the narrow (even if compelling) circumstances of a particular individual's position. The hard problem for the courts in the Mathews approach, which may be unavoidable, is suggested by the absence of fixed doctrine about the content of "due process" and by the very breadth of the inquiry required to establish its demands in a particular context. A judge has few reference points to begin with, and must decide on the basis of considerations (such as the nature of a government program or the probable impact of a procedural requirement) that are very hard to develop in a trial.

While there is no definitive list of the "required procedures" that due process requires, Judge Henry Friendly generated a list that remains highly influential, as to both content and relative priority:

1. An unbiased tribunal.
2. Notice of the proposed action and the grounds asserted for it.
3. Opportunity to present reasons why the proposed action should not be taken.
4. The right to present evidence, including the right to call witnesses.
5. The right to know opposing evidence.
6. The right to cross-examine adverse witnesses.
7. A decision based exclusively on the evidence presented.
8. Opportunity to be represented by counsel.
9. Requirement that the tribunal prepare a record of the evidence presented.
10. Requirement that the tribunal prepare written findings of fact and reasons for its decision.

This is not a list of procedures which are required to prove due process, but rather a list of the kinds of procedures that might be claimed in a "due process" argument, roughly in order of their perceived importance.

From <https://www.law.cornell.edu/wex/due_process>

To avoid this result, Sheets has raised the defense of unclean hands. HN4 The unclean hands doctrine "stands for the proposition that a litigant may be denied relief by a court of equity on the ground that his conduct has been *inequitable, unfair and dishonest, or fraudulent and deceitful* as to the controversy in issue." *Ada Cnty. Highway Dist. v. Total Success Investments, LLC*, 145 Idaho 360, 370, 179 P.3d 323, 333 (2008) (quotations omitted) (quoting *Gilbert v. Nampa Sch. Dist. No. 131*, 104 Idaho 137, 145, 657 P.2d 1, 9 (1983)). For the doctrine to apply, "[t]he conduct must be intentional or willful, rather than merely negligent." *Grazer v. Jones*, 154 Idaho 58, 68, 294 P.3d 184, 194 (2013).

> In determining if the clean hands doctrine applies a court has discretion to evaluate the relative conduct of both parties and to determine whether the conduct of the party seeking an equitable remedy should, in the light of all the circumstances, preclude such [***10] relief. A trial court's decision to afford relief based on the unclean hands doctrine, or to reject its application, will not be overturned on appeal absent a demonstration that the lower court abused its discretion.

Ada Cnty. Highway Dist., 145 Idaho at 371, 179 P.3d at 334 (alterations omitted) (quoting *Sword v. Sweet*, 140 Idaho 242, 251, 92 P.3d 492, 501 (2004)). The three-part test for abuse of discretion asks whether the district court "(1) correctly perceived the issue as one of discretion; (2) acted within the outer boundaries of its discretion and consistently with the legal standards applicable to the specific choices available to it; and (3) reached its decision by an exercise of reason." *Sun Valley Potato Growers, Inc. v. Texas Refinery Corp.*, 139 Idaho 761, 765, 86 P.3d 475, 479 (2004).

From <https://plus.lexis.com/document/?pdmfid=1530671&crid=989d9b7d-fae2-4cd0-ad28-9c5311df026b&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3A5JMH-3C11-F04G-10GB-00000-00&pdcomponentid=6649&pddoctabclick=true&ecomp=2y7g&prid=9584ef06-54cb-47a8-aa3e-ef713fb580d8>

28 USCS § 1732

Copy Citation
28 USCS § 1732

Current through Public Law 117-285, approved December 21, 2022, with a gap of Public Law 117-263.

Heading

- United States Code Service
- TITLE 28. JUDICIARY AND JUDICIAL PROCEDURE (§§ 1 — 5001)
- Part V. Procedure (Chs. 111 — 133)
- CHAPTER 115. Evidence; Documentary (§§ 1731 — 1746)

§ 1732. Record made in regular course of business; photographic copies

If any business, institution, member of a profession or calling, or any department or agency of government, in the regular course of business or activity has kept or recorded any memorandum, writing, entry, print, representation or combination thereof, of any act, transaction, occurrence, or event, and in the regular course of business has caused any or all of the same to be recorded, copied, or reproduced by any photographic, photostatic, microfilm, microcard, miniature photographic, or other process which accurately reproduces or forms a durable medium for so reproducing the original, the original may be destroyed in the regular course of business unless its preservation is required by law. Such reproduction, when satisfactorily identified, is as admissible in evidence as the original itself in any judicial or administrative proceeding whether the original is in existence or not and an enlargement or facsimile of such reproduction is likewise admissible in evidence if the original reproduction is in existence and available for inspection under direction of court. The introduction of a reproduced record, enlargement, or facsimile does not preclude admission of the original. This subsection [section] shall not be construed to exclude from evidence any document or copy thereof which is otherwise admissible under the rules of evidence.

From <https://plus.lexis.com/document/?pdmfid=1530671&crid=9fdca047-4ed2-40a2-865f-44f242cd179f&pddocfullpath=%2Fshared%2Fdocument%2Fstatutes-legislation%2Furn%3Acontentitem%3A8SG9-5HW2-D6RV-H0NJ-00000-00&pdtocnodeidentifier=ABDAAGAAFAAD&ecomp=zy4hk&prid=9bbaed38-2791-4460-bd31-d2b86d38615f>

15 U.S. Code § 1692g - Validation of debts

From <https://www.law.cornell.edu/uscode/text/15/1692g>

(b)Disputed debts
If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

From <https://www.law.cornell.edu/uscode/text/15/1692g>

28 USCS § 1731

Copy Citation

Current through Public Law 117-285, approved December 21, 2022, with a gap of Public Law 117-263.

Heading

- United States Code Service
- TITLE 28. JUDICIARY AND JUDICIAL PROCEDURE (§§ 1 — 5001)
- Part V. Procedure (Chs. 111 — 133)
- CHAPTER 115. Evidence; Documentary (§§ 1731 — 1746)

§ 1731. Handwriting

The admitted or proved handwriting of any person shall be admissible, for purposes of comparison, to determine genuineness of other handwriting attributed to such person.

From <https://plus.lexis.com/document/?pdmfid=1530671&crid=471d1b5b-3480-45c4-8d6f-b2c03a6fa412&pddocfullpath=%2Fshared%2Fdocument%2Fstatutes-legislation%2Furn%3Acontentitem%3A8SG9-5HW2-D6RV-H0NH-00000-00&pdtocnodeidentifier=ABDAAGAAFAAC&ecomp=zy4hk&prid=9bbaed38-2791-4460-bd31-d2b86d38615f>

Amendment XIV

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

From <https://www.law.cornell.edu/constitution/amendmentxiv>

The denial of appellant's legal rights, of equal protection, were deliberately and maliciously denied to the appellants by the respondents, respondents legal counsels, the court clerk and the courts, who knowingly lacked subject matter jurisdiction at the time it rendered its fraudulent decisions and denied the appellants equal protection under the United States and the Idaho Constitutions. The 14th Amendment rights under the United States Constitution - Equal Protection Clause and the Idaho Constitution, Article V, Section 20, provides courts shall have original jurisdiction in all [*36] cases, both of law and in equity. This issue is so fundamental to the propriety of a court's action that subject matter jurisdiction can never be waived or consented to and a court has a sua sponte duty to ensure that it has subject matter jurisdiction and orders made without subject matter jurisdiction are void and are subject to collateral attack, and are not entitled to recognition by any court nor by any state under the full faith and credit clause of the United States Constitution. Sierra Life Ins. Co. v Granata, 99 Idaho 624, 626-27, 586 P.2d 1068, 1070-71 (1978) further stating "All orders, decisions, opinions, memorandums issued by any judicial agency that lacks subject matter jurisdiction are void, not merely voidable.

Others

Sunday, February 19, 2023 7:18 PM

Tax, SDIRAs & Cost Segregation

Help me understand this letter from ReconTrust

Lucas CooksonPOSTER

- Investor
- VA

Posted 10 years ago

The letter states the following:
FULL RECONVEYANCE
WHEREAS, John Smith, is the Trustor, Bank of America, N.A, is the current Beneficiary and ReconTrust Company is the current Trustee under that certain Deed of Trust dated XX/XX/20XX, and recorded on XX/XX/20XX as Instrument or Document No. XXXXXXXXXXX, in book, page, of the Official Records of the County of Los Angeles County, State of California;
WHEREAS, the Trustee does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by the Trustee under said Deed of Trust.
Dated 1/17/2013
Trustee: ReconTrust Company
By: Maria Fregin, Assistant Vice President
State of Arizona, County of Maricopa
.....and then below all that, it is notarized. He also received a copy of the recording filed at the recorder's office in Los Angeles, CA. Oh, and my colleague's name is in the spot where it says "John Smith" in case you didn't figure that out. The name was edited to protect the innocent. =P
So, what exactly does this mean? Are they saying that he is now the owner of the house, or did BofA reconvey it to ReconTrust? I'm confused because he hasn't finished paying off his mortgage.

From <https://www.biggerpockets.com/forums/51/topics/82848-help-me-understand-this-letter-from-recontrust>

On August 3, 2010, someone also recorded two documents titled "Substitution of Trustee" and "Full **Reconveyance**," which were purportedly signed by "George Becske" as an "authorized officer" of both BANA and BAC Home Loan Servicing, LP.

On October 5, 2010, BANA recorded a "Rescission of Substitution of Trustee and Full **Reconveyance**," stating the August 3 recorded documents were not recorded by the trustee of record and were void. The same day BANA also recorded a "Substitution of Trustee and Assignment of Deed of Trust," substituting **ReconTrust** as the trustee and U.S. Bank as beneficiary under the deed of trust. [*3] On October 8, 2010, **ReconTrust** sent appellant a "Debt Validation Notice" pursuant to title 15 United States Code section 1692g,2 confirming on that date appellant owed $568,541.50 on his loan and notifying appellant he had 30 days from receipt of the notice to dispute the debt. On October 13, 2010, **ReconTrust**, as agent for beneficiary U.S. Bank, recorded a "Notice of Default" on the property. During this time, appellant continued to send correspondence to respondents (again, all of which he attached to the complaint).

From <https://plus.lexis.com/document/?pdmfid=1530671&crid=bbd51fec6917-4cf4-8d57-eba6a9a12adb&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3A59FDY4N1-FD4B-519B-00000-00&pdcontentcomponentid=4860&pdworkfolderlocatorid=NOT_SAVED_IN_WORKFOLDER&prid=5a6fbdd6-4d51-44ab-9f11-798925f53f9b&ecomp=674k&earg=sr133>

Third, Plaintiffs assert that various notices violated section 2923.5 of the California Civil Code and RESPA because of procedural errors and robo-signing. Specifically, Plaintiffs allege that when the servicer was changed from Bank of America to SPS in 2012, the notice was invalid because it was ambiguous and contained two effective dates for the change. *Id.* ¶ 38, Ex. H. Plaintiffs also allege that SPS's Validation of Debt Notice sent on December 26, 2012 is invalid because it was untimely, ambiguous, and did not include the name and address of the new loan servicer. *See id.* ¶¶ 38-41, Ex. I. To support Plaintiffs' claim of robo-signing, Plaintiffs present the testimony of former **Recontrust** employee Tina Sevillano ("Sevillano"). *Id.* ¶ 50; Ex. M. Sevillano declares [*15] that while working for **Recontrust** she routinely signed documents on behalf of companies, including Bank of America and MERS, with little or no knowledge of the documents' veracity or contents. *See id.* In the instant case, Martha Casillas ("Casillas"), not Sevillano, is the signing **Recontrust** representative on the NOD, but Plaintiffs contend that Sevillano's testimony demonstrates the predicate acts of fraud by **Recontrust** to sufficiently support Plaintiffs' robo-signing claims. *Id.*

From <https://plus.lexis.com/document/?pdmfid=1530671&crid=42b0472819c6-4a37-9192-cfb43ceef511&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3A5CHBFYC1-F04C-T0KF-00000-00&pdcontentcomponentid=6419&pdworkfolderlocatorid=NOT_SAVED_IN_WORKFOLDER&prid=f3c6e3542042-48b2-9399-8aba7d956837&ecomp=674k&earg=sr156>

Legal Standard for Pro Se Plaintiffs' Complaints

A court is under special obligations when considering motions to dismiss a complaint filed by a plaintiff without legal representation. Any document filed pro se is "to be liberally construed, and a pro se complaint, however inartfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers." a *Erickson v. Pardus*, 551 U.S. 89, 94, 127 S. Ct. 2197, 167 L. Ed. 2d 1081 (2007); *Cf.* Fed. Rule Civ. Proc. 8(f) ("All pleadings shall be so construed as to do substantial justice"). Thus, the Court's obligation is, "'where the petitioner is pro se . . . to construe the pleadings liberally and to [*11] afford the petitioner the benefit of any doubt.'" *Hebbe v. Pliler*, 627 F.3d 338, 342 (9th Cir. 2010).

From <https://plus.lexis.com/document/?pdmfid=1530671&crid=d3f04ece-a791-4d37-8554-4c4343414246&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3AS6HN-KD11-F04D-60PD-00000-00&pdcontentcomponentid=6419&pdworkfolderlocatorid=NOT_SAVED_IN_WORKFOLDER&prid=4cde7d49-f598-45cd-887f-2967fce2f558&ecomp=674k&earg=sr20>

court notes and ideas Page 2

More than two years after the ISA Trust's closing date, MERS, as nominee for Impac Funding, recorded an "Assignment of Deed of Trust," purporting to assign to Deutsche Bank, as trustee of the ISA Trust, "[a]ll beneficial interest" under the deed of trust "together with the Promissory Note secured by said Deed of Trust" (the 2009 assignment). The 2009 assignment is dated August 31, 2009, was signed on October 15, 2009, and was recorded in Los Angeles County on October 22, 2009.

From <https://cite.case.law/cal-app-5th/1/1252/>

1. Home
2. News
3. News Releases
4. **Washington Attorney General sues ReconTrust for illegal foreclosures**

Washington Attorney General sues ReconTrust for illegal foreclosures

FOR IMMEDIATE RELEASE:
Aug 5 2011
McKenna raps trustee's claim that it doesn't have to abide with state law

SEATTLE – Washington Attorney General Rob McKenna today announced that his office is suing ReconTrust Company, a subsidiary of Bank of America, for conducting illegal foreclosures on thousands of Washington homeowners. "ReconTrust ignored our warnings, repeatedly broke the law and refused to provide information requested during our investigation," McKenna said. "ReconTrust's illegal practices make it difficult, if not impossible, for borrowers who might have a shot at saving their homes to stop those foreclosures."

ReconTrust is a foreclosure trustee that is legally required to act as a neutral party on behalf of both the lender and the borrower while conducting foreclosure proceedings in good faith and in accordance with the law.

The lawsuit filed in King County Superior Court by McKenna and Assistant Attorney General Jim Sugarman, of the office's Consumer Protection Division, alleges that "ReconTrust has failed to comply with the Washington Deed of Trust Act, RCW 61.24,in each and every foreclosure it has conducted since at least June 12, 2008." The company is also accused of violating the state's Consumer Protection Act.

The Attorney General's Office announced the suit during a news conference held outside a foreclosed home in Seattle. McKenna and Sugarman were joined by two women whose homes were foreclosed by ReconTrust and several private attorneys who are also concerned about ReconTrust's actions.

"My home is being foreclosed on. The situation has caused great pain for my son and myself," said Myra Cole, a single mother from Spanaway who struggled to find employment after a layoff. Her loan servicer was reviewing her Spanaway home for a loan modification when ReconTrust sold the house at foreclosure.

"I couldn't understand how this could have happened," Cole continued. "I got the run-around. I just can't believe that the company that's supposed to be helping me is foreclosing on me. ... We are trying to save our homes. We're doing the steps they tell us.In the end, it's all for nothing. It's an injustice."

Ruby Barrus told a similar story about the home where she and her husband live in Marysville. During a time of financial hardship, their loan servicer promised not to foreclose while they worked out a loan modification.

"Our payments were never late," Barrus said, adding that they only stopped making payments because the bank indicated they needed to default to qualify for the modification. "We just figured they knew what they were doing because they were our servicer. ... Months later, we get a letter from ReconTrust saying they're our foreclosure attorneys. We had never heard of them."

Both women are in court battles to keep their homes.

McKenna said an essential requirement of the Deed of Trust statute is that a trustee maintains an office in the state where homeowners can go to ask questions, make last-minute payments and request a foreclosure be postponed for a legitimate reason. But ReconTrust doesn't have an office in Washington.

"ReconTrust's claim that the company doesn't have to follow Washington law and procedures because it is a national bank is wrong," McKenna added.

The Attorney General's Office alleges the company:

- Failed to maintain a physical office with telephone service in Washington.
- Failed to identify the actual owner of the promissory notes being foreclosed.
- Provided confusing information regarding how borrowers defaulted and how they can cure that default.
- Failed to conduct foreclosures in a public place, instead holding them at private sites including an office park in Bellevue.
- Created or permitted the use of documents that were improperly executed, notarized or sworn to. Sugarman said notices and agreements contained conflicting dates and improper notarizations and ReconTrust employees sometimes signed as officers of other entities.
- Failed to exercise its duty of good faith toward the borrower by deferring solely to the lender when deciding whether to postpone a foreclosure.

The complaint states that homeowners facing foreclosure are "captive to ReconTrust's services" and that the company's failures to abide by the law have concealed material information needed by homeowners to assert rights and defenses, negotiate a loan modification, cure defaults, and postpone or stop a foreclosure sale.

Sugarman said, "It is particularly important right now for trustees to understand and strictly comply with Washington foreclosure law. There have been several changes including a new right for homeowners to request mediation to discuss a possible loan modification or forbearance before the bank pursues foreclosure."

The complaint asks that the court require ReconTrust to comply with the law and impose civil penalties of up to $2,000 per violation, as well as restitution for consumers.

Based on information obtained during its investigation, the Attorney General's Office estimates that ReconTrust has issued 9900 foreclosure notices since January 2008 in King, Pierce and Snohomish counties alone. ReconTrust forecloses across the state. It's unknown how many foreclosures may have been prevented had ReconTrust complied with laws.

In May 2010, the Attorney General's Consumer Protection Division began investigating reports of lenders and trustee servicesnot properly reviewing foreclosure documents or following other legal procedures. McKenna sent letters in October 2010 and April 2011, outlining concerns and calling on trustees to suspend questionable foreclosures in the state. The office is investigating more than a dozen other trustees for suspected violations.

The office also remains very involved with the multistate investigation into problems in the foreclosure industry.

For more information about these investigations and resources for homeowners, including new mediation rights, visit www.atg.wa.gov/foreclosure-and-mortgage-assistance.

Private lawsuits against ReconTrust have been filed in Utah, Nevada, California, Oregon and Arizona concerning its role in foreclosures in those states, as well as by private attorneys in Washington. The Attorney General of Utah sent a public letter to Bank of America threatening suit if ReconTrust continued to violate Utah foreclosure law.

DOCUMENTS

ReconTrust Complaint (King County Superior Court No. 11-2-26867-5)

This link lists properties that are listed for sale or have been sold by ReconTrust:

From <https://www.atg.wa.gov/news/news-releases/washington-attorney-general-sues-recontrust-illegal-foreclosures>

DOCUMENTS

ReconTrust Complaint (King County Superior Court No. 11-2-26867-5)

This link lists properties that are listed for sale or have been sold by ReconTrust: http://www.recontrustco.com/upcoming_counties.aspx?state=Washington

Washington AG sues ReconTrust for illegal foreclosures

From <https://www.atg.wa.gov/news/news-releases/washington-attorney-general-sues-recontrust-illegal-foreclosures>

YHUDAI v. IMPAC FUNDING CORP., 2015 CA App. Ct. Briefs LEXIS 5059

From <https://plus.lexis.com/document/?pdmfid=1530671&pddocfullpath=%2Fshared%2Fdocument%2Fbriefs-pleadings-motions%2Furn%3Acontentitem%3A5NNK-5MP0-014J-C0MF-00000-00&pddocid=urn%3Acontentitem%3A5NNK-5MP0-014J-C0MF-00000-00&pdcontentcomponentid=349621&crid=4b6d2892-9c41-4274-9d3d-649c26a46486>

HIS CLAIMED SIGN WAS IN THE SAME WINDOW AS ME

Further, many of the foreclosure documents were signed by "robo-signers" or bore false signatures.

From <https://plus.lexis.com/document/?pdmfid=1530671&pddocfullpath=%2Fshared%2Fdocument%2Fbriefs-pleadings-motions%2Furn%3Acontentitem%3A5NNK-5MP0-014J-C0MF-00000-00&pddocid=urn%3Acontentitem%3A5NNK-5MP0-014J-C0MF-00000-00&pdcontentcomponentid=349621&crid=4b6d2892-9c41-4274-9d3d-649c26a46486>

> "doctrine of equitable tolling may, in the appropriate circumstances, suspend the limitations period until the borrower discovers or had reasonable opportunity to discover the fraud or nondisclosures that form the basis of the TILA action.

From <https://plus.lexis.com/document/documentlink/?pdmfid=1530671&crid=b190ea0c-cbbf-49c5-912d-6b0215027ff7&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3A55CG-3431-FTTT-X46N-00000-00&pdcontentcomponentid=64119&pdproductcontenttypeid=urn%3Apct%3A30&pdiskwicview=false&pdpinpoint=&ecomp=2gntk>

In re Mortgage Electronic Registration Systems (MERS) Litigation, 659 F. Supp. 2d 1368 (2009)
Dec. 7, 2009 · United States Judicial Panel on Multidistrict Litigation · MDL No. 2119
659 F. Supp. 2d 1368

In re: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS) LITIGATION

From <https://cite.case.law/f-supp-2d/659/1368/>

MDL No. 2119 — IN RE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS) LITIGATION

District of Arizona
Jonathan E. Robinson, et al. v. GE Money Bank, et al., C.A. No. 4:09-227
Central District of California
Alfonso Vargas, et al. v. Countywide Home Loans, Inc., et al., C.A. No. 2:09-2309
District of Nevada
Josefa S. Lopez, et al. v. Executive Trustee Service, LLC, et al., C.A. No. 3:09-180
Aleta Rose Goodwin, et al. v. Executive Trustee Services, LLC, et al., C.A. No. 3:09-306
Joseph Green, et al. v. Countrywide Home Loans, Inc., et al., C.A. No. 3:09-374
Lacy J. Dalton, et al. v. CitiMortgage, Inc., et al., C.A. No. 3:09-534

From <https://cite.case.law/f-supp-2d/659/1368/>

In re Mortgage Elec. Registration Sys. Litig.

Copy Citation

Judicial Panel On Multidistrict Litigation

December 7, 2009, Filed

MDL No. 2119

From <https://plus.lexis.com/document/documentlink/?pdmfid=1530671&crid=46ca2cb5-5ff1-4c57-9f07-7760f6e39965&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3A7X9X-RS8D-YB12-4003-00000-00&pdcontentcomponentid=104408&pdproductcontenttypeid=urn%3Apct%3A308&pdiskwicview=false&pdpinpoint=&ecomp=2gntk>

Subsequent History: Related proceeding at Vo v. Am. Brokers Conduit, 2010 U.S. Dist. LEXIS 3848 (D. Nev., Jan. 14, 2010)
Related proceeding at Lee v. Sierra Pac. Mortg. Co., 2010 U.S. Dist. LEXIS 3855 (D. Nev., Jan. 14, 2010)
Later proceeding at Eastwood v. Lehman Bros. Bank, FSB, 2010 U.S. Dist. LEXIS 19855 (D. Nev., Mar. 5, 2010)
Related proceeding at Barlow v. BNC Mortg., Inc., 2010 U.S. Dist. LEXIS 20010 (D. Nev., Mar. 5, 2010)
Related proceeding at Berilo v. HSBC Mortg. Corp., USA, 2010 U.S. Dist. LEXIS 49089 (D. Nev., Apr. 15, 2010)
Transferred by, in part, Transfer denied by, in part, Without prejudice In re Mortgage Elec. Registration Sys. Mers Litig., 2010 U.S. Dist. LEXIS 157468 (D. Ariz., Apr. 20, 2010)
Motion granted by In re Mortgage Elec. Registration Sys. (MERS) Litig., 2010 U.S. Dist. LEXIS 57502 (D. Ariz., May 17, 2010)
Injunction denied by In re Mortgage Elec. Registration Sys. (MERS) Litig., 2010 U.S. Dist. LEXIS 147299 (D. Ariz., June 11, 2010)
Related proceeding at Robinson v. GE Money Bank, 2010 U.S. Dist. LEXIS 152188 (D. Ariz., June 28, 2010)
Motion denied by, Stay denied by Gillespie v. Countrywide Bank FSB, 2010 U.S. Dist. LEXIS 87919 (D. Nev., July 29, 2010)
Motion granted by, Claim dismissed by, Motion denied by, Stay denied by, As moot Mesi v. Wash. Mut. F.A., 2010 U.S. Dist. LEXIS 77401 (D. Nev., July 30, 2010)
Related proceeding at Huck v. Countrywide Home Loans, Inc., 2010 U.S. Dist. LEXIS 89704 (D. Nev., July 30, 2010)
Summary judgment granted by, Claim dismissed by In re Mortgage Elec. Registration Sys. Mers Litig., 2010 U.S. Dist. LEXIS 147944 (D. Ariz., Dec. 23, 2010)
Related proceeding at Beebe v. Litton Loan Servicing LP, 2011 U.S. Dist. LEXIS 104126 (D. Nev., Sept. 13, 2011)

From <https://plus.lexis.com/document/documentlink/?pdmfid=1530671&crid=46ca2cb5-5ff1-4c57-9f07-7760f6e39965&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3Acontentitem%3A7X9X-RS8D-YB12-4003-00000-00&pdcontentcomponentid=104408&pdproductcontenttypeid=urn%3Apct%3A308&pdiskwicview=false&pdpinpoint=&ecomp=2gntk>

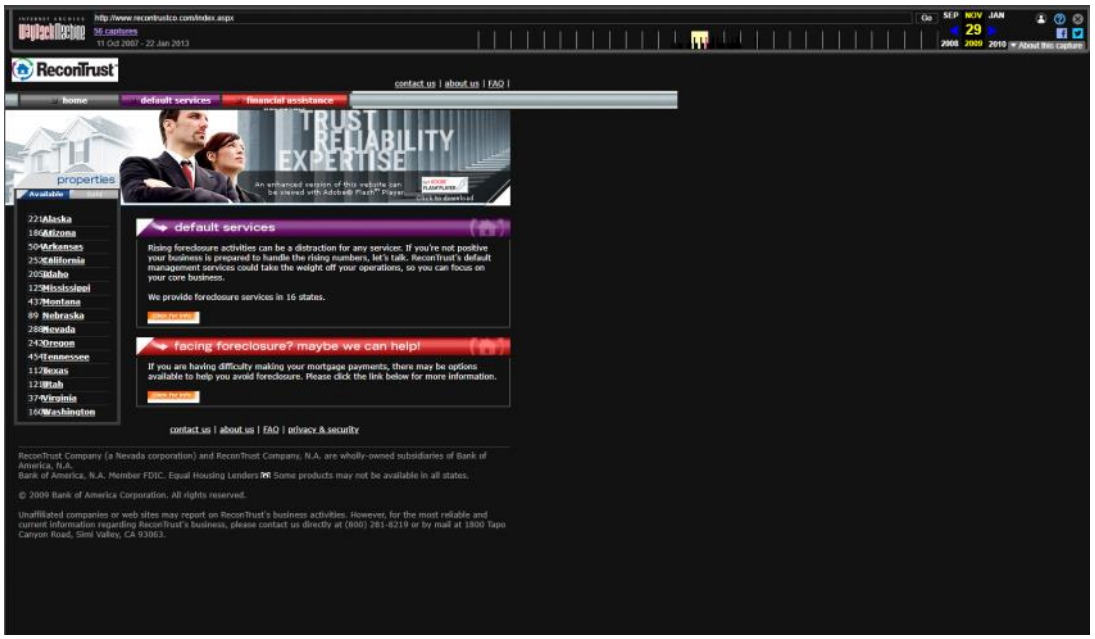
Federal Deposit Insurance Corp. v. Dintino, 167 Cal. App. 4th 333 (2008)
Sept. 9, 2008 · Court of Appeal of the State of California · No. D051447
167 Cal. App. 4th 333

FEDERAL DEPOSIT INSURANCE CORPORATION, Plaintiff and Respondent,v.RICHARD K. DINTINO, Defendant and Appellant

From <https://cite.case.law/cal-app-4th/167/333/>

On July 23, 1999, Bank transferred all of its interest in the Note to WAMU Mortgage Securities Corp. (WAMU).[2] On December 6, pursuant to Bank's request, T.D. Service Company, successor trastee of the Tmst Deed (Trastee), executed a full reconveyance (Reconveyance) of its interest in the Tmst Deed. On December 9, the Reconveyance was recorded with the San Diego County Recorder.

From <https://cite.case.law/cal-app-4th/167/333/>



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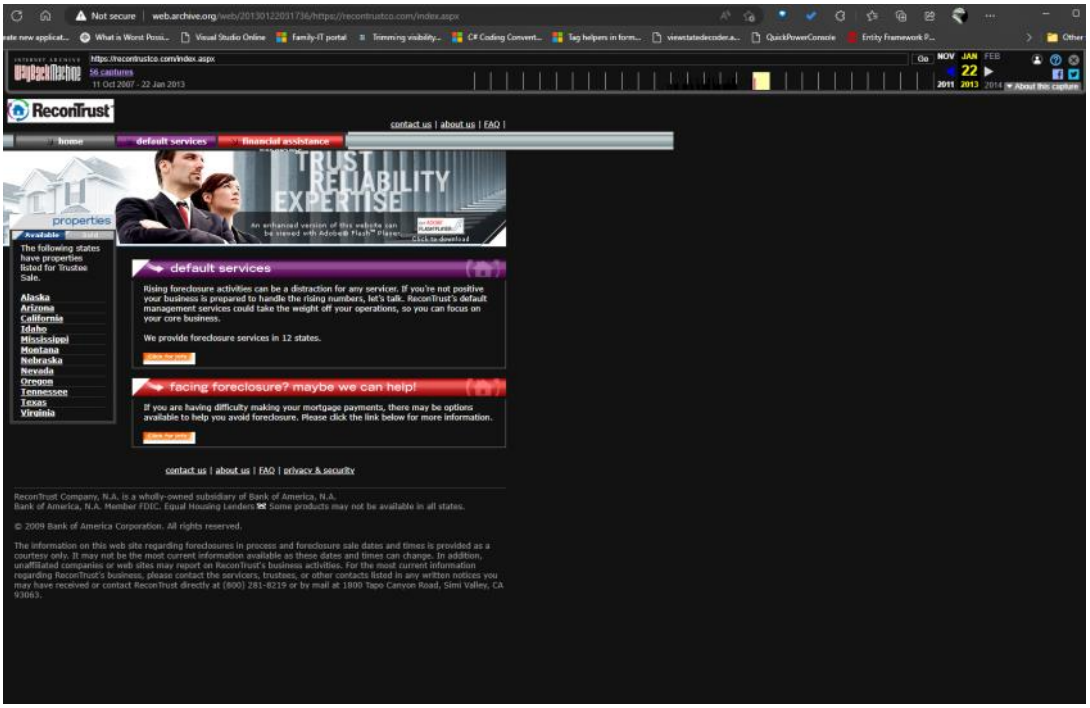
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11 Oct 2007 - 22 Jan 2013
ReconTrust
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home
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financial assistance
TRUST
RELIABILITY
EXPERTISE
properties
The following states have properties listed for Trustee Sale.
Alaska
Arizona
California
Idaho
Mississippi
Montana
Nebraska
Nevada
Oregon
Tennessee
Texas
Virginia
default services
Rising foreclosure activities can be a distraction for any servicer. If you're not positive your business is prepared to handle the rising numbers, let's talk. ReconTrust's default management services could take the weight off your operations, so you can focus on your core business.
We provide foreclosure services in 12 states.
facing foreclosure? maybe we can help!
If you are having difficulty making your mortgage payments, there may be options available to help you avoid foreclosure. Please click the link below for more information.
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ReconTrust Company, N.A. is a wholly-owned subsidiary of Bank of America, N.A.
Bank of America, N.A. Member FDIC. Equal Housing Lender. Some products may not be available in all states.
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The information on this web site regarding foreclosures in process and foreclosure sale dates and times is provided as a courtesy only. It may not be the most current information available as these dates and times can change. In addition, unaffiliated companies or web sites may report on ReconTrust's business activities. For the most current information regarding ReconTrust's business, please contact the servicers, trustees, or other contacts listed in any written notices you may have received or contact ReconTrust directly at (800) 281-8219 or by mail at 1800 Tapo Canyon Road, Simi Valley, CA 93063.

UNCONSCIONABLE METHODS, ACTS OR PRACTICES.

Saturday, February 25, 2023 12:11 PM

TITLE 48
MONOPOLIES AND TRADE PRACTICES
CHAPTER 6
CONSUMER PROTECTION ACT
48-603C. UNCONSCIONABLE METHODS, ACTS OR PRACTICES. (1) Any unconscionable method, act or practice in the conduct of any trade or commerce violates the provisions of this chapter whether it occurs before, during, or after the conduct of the trade or commerce.
(2) In determining whether a method, act or practice is unconscionable, the following circumstances shall be taken into consideration by the court:
(a) Whether the alleged violator knowingly or with reason to know, took advantage of a consumer reasonably unable to protect his interest because of physical infirmity, ignorance, illiteracy, inability to understand the language of the agreement or similar factor;
(b) Whether, at the time the consumer transaction was entered into, the alleged violator knew or had reason to know that the price grossly exceeded the price at which similar goods or services were readily available in similar transactions by similar persons, although price alone is insufficient to prove an unconscionable method, act or practice;
(c) Whether the alleged violator knowingly or with reason to know, induced the consumer to enter into a transaction that was excessively one-sided in favor of the alleged violator;
(d) Whether the sales conduct or pattern of sales conduct would outrage or offend the public conscience, as determined by the court.
History:
[48-603C, added 1990, ch. 273, sec. 3, p. 769.]

From <https://legislature.idaho.gov/statutesrules/idstat/Title48/T48CH6/SECT48-603C/>

EVIDENCE

Saturday, February 25, 2023 12:22 PM

9-333. ADMISSIBILITY IN EVIDENCE OF COPIES OF DESTROYED RECORDS. The photostatic, photographic, microphotographic or microfilmed copy of any such record destroyed or disposed of as herein authorized, or a certified copy thereof, shall be admissible in evidence in any court or proceeding, and shall have the same force and effect as though the original record had been produced and proved. It shall be the duty of the custodian of such records to prepare enlarged typed or photographic copies of the records whenever their production is required by law.

9-334. COPIES OF RECORDS TO BE IN DUPLICATE-- ONE COPY FOR DISPLAY PURPOSES, THE OTHER PLACED IN FIREPROOF VAULT. Whenever any record or document is copied or reproduced by microphotographic, microfilm, or other mechanical process as provided in this section, it shall be made in duplicate, and the custodian thereof shall place one copy in a fireproof vault or fireproof storage place, and he shall retain the other copy in his office with suitable equipment for displaying such record by projection to not less than its original size or for preparing, for persons entitled thereto, copies of the record.

9-409. ACKNOWLEDGMENT OF PRIVATE WRITINGS. Every private writing, except last wills and testaments, may be acknowledged or proved and certified in the manner provided for the acknowledgment or proof of conveyances of real property, and the certificate of such acknowledgment or proof is prima facie evidence of the execution of the writing, in the same manner as if it were a conveyance of real property.ss

9-410. INSTRUMENTS AFFECTING REALTY-- CERTIFIED COPIES OF RECORD-- ADMISSIBILITY. Every instrument conveying or affecting real property, acknowledged or proved, and certified, as provided by law, may, together with the certificate of acknowledgment or proof, be read in evidence in an action or proceeding, without further proof; and a certified copy of the record of such conveyance or instrument thus acknowledged or proved, may also be read in evidence, with the like effect as the original, on proof, by affidavit or otherwise, that the original is not in the possession or under the control of the party producing the certified copy.

SECONDARY EVIDENCE OF WRITINGS-- WHEN ADMISSIBLE. There can be no evidence of the contents of a writing other than the writing itself, except in the following cases: 1. When the original has been lost or destroyed; in which case proof of the loss or destruction must first be made. 2. When the original is in the possession of the party against whom the evidence is offered, and he fails to produce it after reasonable notice. 3. When the original is a record or other document in the custody of a public officer. 4. When the original has been recorded, and a certified copy of the record is made evidence by this code or other statutes. 5. When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time, and the evidence sought from them is only the general result of the whole. 6. When the original consists of medical charts or records of hospitals licensed in this state, and the provisions of section 9-420 , Idaho Code, have been followed. In the cases mentioned in subdivisions 3, 4 and 6, a copy of the original, or of the record, must be produced; in those mentioned in subdivisions 1 and 2, either a copy or oral evidence of the contents.

9-412. EXEMPLAR. Whenever the genuineness of a writing is at issue, any writing admitted or proved to be genuine is competent evidence as an exemplar for the purpose of comparison with the disputed writing: provided, that such writing so admitted or proved to be genuine shall in no way refer or relate to any matter then in issue.

9-417. ADMISSIBILITY OF REPRODUCED RECORDS IN EVIDENCE. If any business, institution, or member of a profession or calling, in the regular course of business or activity has kept or recorded any memorandum, writing, entry, print, representation or combination thereof, of any act, transaction, occurrence or event, and in the regular course of business has caused any or all of the same to be recorded, copied or

9-601. EXPLANATION OF ALTERATIONS. The party producing a writing as genuine which has been altered, or appears to have been altered, after its execution, in a part material to the question in dispute, must account for the appearance or alteration. He may show that the alteration was made by another without his concurrence, or was made with the consent of the parties affected by it, or otherwise properly or innocently made, or that the alteration did not change the meaning or language of the instrument. If he do [does] that he may give the writing in evidence, but not otherwise.

PART 2. DEBTORS' REMEDIES 28-45-201. EFFECT OF VIOLATIONS ON RIGHTS OF PARTIES. (1) If a creditor has violated any provision of this act applying to collection of an excess charge or amount or enforcement of rights, subsection (4) of section 28-41-201 , Idaho Code, authority to make regulated consumer loans, section 28-46-301 , Idaho Code, restrictions on interests in land as security, section 28-43-309 , Idaho Code, limitations on the schedule of payments or loan terms for regulated consumer loans, section 28-43-310 , Idaho Code, attorney's fees, section 28-43-311 , Idaho Code, receipts, statements of account, and evidences of payment, section 28-43-204 , Idaho Code, form of insurance premium loan agreement, section 28-43-205 , Idaho Code, security in sales, section 28-43-301 , Idaho Code, no assignments of earnings, section 28-43-304 , Idaho Code, certain negotiable instruments prohibited, section 28-43-306 , Idaho Code, referral sales, section 28-43-308 , Idaho Code, limitations on default charges, section 28-45-301 , Idaho Code, assignees subject to claims and defenses, subsection (3) of section 28-45-302 , Idaho Code, or assurance of discontinuance, section 28-46-109 , Idaho Code, the debtor has a cause of action to recover actual damages and also a right in an action other than a class action, to recover from the person violating this act a penalty in an amount determined by the court not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000). With respect to violations arising from consumer credit sales or consumer loans made pursuant to open-end credit, no action pursuant to this subsection may be brought more than two (2) years after the violations occurred. With respect to violations arising from other regulated consumer credit transactions, no action pursuant to this subsection may be brought more than one (1) year after the scheduled or accelerated maturity of the debt. (2) A debtor is not obligated to pay a charge in excess of that allowed by this act and has a right of refund of any excess charge paid. A refund may be made by reducing the debtor's obligation by the amount of the excess charge. If the debtor has paid an amount in excess of the lawful obligation under the agreement, the debtor may recover the excess amount from the person who made the excess charge or from an assignee of that person's rights who undertakes direct collection of payments from or enforcement of rights against debtors arising from the debt. (3) If a creditor has contracted for or received a charge in excess of that allowed by this act, or if a debtor is entitled to a refund and a person liable to the debtor refuses to make a refund within a reasonable time after demand, the debtor may recover from the creditor or the person liable in an action other than a class action a penalty in an amount determined by the court not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000). With respect to excess charges arising from consumer credit sales or consumer loans made pursuant to open-end credit, no action5 pursuant to this subsection may be brought more than two (2) years after the violation or passage of a reasonable time for refund occurs. With respect to excess charges arising from other regulated consumer credit transactions, no action pursuant to this subsection may be brought more than one (1) year after the scheduled or accelerated maturity of the debt. For purposes of this subsection, a reasonable time is presumed to be thirty (30) days. (4) Except as otherwise provided, a violation of this act does not impair rights on a debt. (5) If an employer discharges an employee in violation of the provisions prohibiting discharge, section 28-45-105 , Idaho Code, the employee within ninety (90) days may bring a civil action for recovery of wages lost as a result of the violation and for an order requiring reinstatement of the employee. Damages recoverable shall not exceed lost wages for six (6) weeks. (6) A creditor is not liable for a penalty under subsection (1) or (3) of this section if he notifies the debtor of a violation before the creditor receives from the debtor written notice of the violation or the debtor has brought an action under this section, and the creditor corrects the violation within forty-five (45) days after notifying the debtor. If the violation consists of a prohibited agreement, giving the debtor a corrected copy of the writing containing the violation is sufficient notification and correction. If the violation consists of an excess charge, correction shall be made by an adjustment or refund. The administrator and any official or agency of this state having supervisory authority over a supervised financial organization shall give prompt notice to a creditor of any violation discovered pursuant to an examination or investigation of the transactions, business, records, and acts of the creditor, sections 28-46-305 , 28-46-105 and 28-46-106 , Idaho Code. (7) A creditor may not be held liable in an action brought under this section for a violation of this act if the creditor shows by a preponderance of evidence that the violation was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid the error. (8) In an action in which it is found that a creditor has violated this act, the court shall award to the debtor the costs of the

institution, or member of a profession or calling, in the regular course of business or activity has kept or recorded any memorandum, writing, entry, print, representation or combination thereof, of any act, transaction, occurrence or event, and in the regular course of business has caused any or all of the same to be recorded, copied or reproduced by any photographic, optical imaging, photostatic, microfilm, micro-card, miniature photographic, or other process which accurately reproduces or forms a durable medium for so reproducing the original, the original may be destroyed in the regular course of business unless held in a custodial or fiduciary capacity and the principal or true owner has not authorized destruction or unless its preservation is required by law. Such reproduction, when satisfactorily identified, is as admissible in evidence as the original itself in any judicial or administrative proceeding whether the original is in existence or not and an enlargement or facsimile of such reproduction is likewise admissible in evidence if the original reproduction is in existence and available for inspection under direction of court. The introduction of a reproduced record, enlargement or facsimile, does not preclude admission of the original.

preponderance of evidence that the violation was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid the error. (8) In an action in which it is found that a creditor has violated this act, the court shall award to the debtor the costs of the action and his attorney's fees. In determining the attorney's fees, the amount of the recovery on behalf of the debtor is not controlling.

55-908. FRAUD IS A QUESTION OF FACT. In all cases arising under the provisions of chapters 5 to 9 inclusive, of this title, the question of fraudulent intent is one of fact, and not of law; nor can any transfer or charge be adjudged fraudulent solely on the ground that it was not made for a valuable consideration.

Plaintiffs have not pleaded their fraud claim with particularity. Under Washington law, a fraud claim requires proof of nine elements: (1) a representation of an existing fact; (2) materiality of this representation; (3) falsity of the representation; (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) intent that the representation be acted on; (6) ignorance of its falsity by the person to whom the representation is made; (7) relianee on the truth of the representation; *(8)* a right to rely on the representation; and (9) consequential damages. *Kirkham v. Smith*, 106 Wash.App. 177, 23 P.3d 10, 13 (2001). Plaintiffs have not pleaded these claims with any kind of specificity.

From <https://cite.case.law/f-supp-2d/919/1130/>

Under Arizona law, a claim of civil conspiracy must be based on an underlying tort, such as fraud in this instance. *Baker ex rel. Hall Brake Supply, Inc. v. Stewart Title & Trust of Phoenix, Inc.*, 197 Ariz. 535, 5 P.3d 249, 256 (Ariz.Ct.App.2000). To show fraud, a plaintiff must identify "(1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) the speaker's intent that it be acted upon by the recipient in the manner reasonably contemplated; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the right to rely on it; [and] (9) his consequent and proximate injury." *Echols v. Beauty Built Homes, Inc.*, 132 Ariz. 498, 647 P.2d 629, 631 (1982).

From <https://cite.case.law/f3d/656/1034/>

Moore v. Mortgage Electronic Registration Systems, Inc., 650 F. App'x 406 (2016) May 18, 2016 · United States Court of Appeals for the Ninth Circuit · No. 13-17109 From <https://cite.case.law/f-appx/650/406/>		

April 28 admission that it had overstated its regulatory capital by $4.3 billion because of an accounting error dating to its 2008 acquisition of Merrill Lynch.

From <https://www.fool.com/investing/general/2014/10/01/the-complete-list-bank-of-americas-legal-fines-and.aspx>

As the deal started to look bad toward the end of 2008, Lewis tried to back out of it. But then-Treasury Secretary Henry Paulson pressured him to go through with the transaction. In January 2009, when Bank of America closed on its Merrill Lynch purchase, it received a $20 billion government bailout to shore up its balance sheet.

From <https://www.reuters.com/article/us-bofa-lawsuit-idUSBRE88R0PR20120928>

On top of that $16 billion, Bank of America is on the hook for $11.8 billion in payments, mortgage modifications and loan refinancings as part of a $25 billion settlement this year over allegedly faulty handling of foreclosures.

From <https://www.reuters.com/article/us-bofa-lawsuit-idUSBRE88R0PR20120928>

Here is the deal, it is appearent on what the motive was, they where cooking the books and their accounting is not to be trusted.

As Lehman Brothers failed in September 2008, Bank of America agreed to buy Merrill Lynch. But in the weeks after that agreement, the bank tried unsuccessfully to scrap the deal. Merrill Lynch generated more than $15 billion of losses and its executives agreed to award employees up to $5.8 billion of bonuses.

From <https://www.reuters.com/article/us-bofa-lawsuit-idUSBRE88R0PR20120928>

The Merrill Lynch deal, as well as the bank's 2008 purchase of subprime lender Countrywide Financial, have ended up costing Bank of America billions, with the bank's mortgage business alone losing more than $35 billion since the Countrywide deal.

From <https://www.reuters.com/article/us-bofa-lawsuit-idUSBRE88R0PR20120928>

Merrill Lynch Takeover by Bank of America - Seven Pillars Institute

After word of the acquisition got out and the bonuses were paid, criticism focused on the price and potential risks, both of which were very high. Some argued that regardless of pressure from the U.S. government, Bank of America should have waited for the markets to adjust after the news of Lehman Brothers bankruptcy.

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From <https://sevenpillarsinstitute.org/case-studies/bank-of-americas-takeover-of-merrill-lynch/>

From <https://sevenpillarsinstitute.org/case-studies/bank-of-americas-takeover-of-merrill-lynch/>

That there is payments to be quiet

2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 2 - LIMITATION OF ACTIONS
Section 5-218 - STATUTORY LIABILITIES, TRESPASS, TROVER, REPLEVIN, AND FRAUD.

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-2/section-5-218/>
Universal Citation: ID Code § 5-218 (2022)

5-218. STATUTORY LIABILITIES, TRESPASS, TROVER, REPLEVIN, AND FRAUD. Within three (3) years:
1. An action upon a liability created by statute, other than a penalty or forfeiture. The cause of action in favor of the state of Idaho or any political subdivision thereof, upon a surety bond or undertaking provided for or required by statute shall not be deemed to have accrued against any surety on such bond or undertaking until the discovery by the state of Idaho or any political subdivision thereof of the facts constituting the liability.
2. An action for trespass upon real property.
3. An action for taking, detaining or injuring any goods or chattels, including actions for the specific recovery of personal property.
4. An action for relief on the ground of fraud or mistake. The cause of action in such case not to be deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake.
History:
[(5-218) C.C.P. 1881, sec. 158; R.S., R.C., & C.L., sec. 4054; C.S., sec. 6611; I.C.A., sec. 5-218; am. 1974, ch. 41, sec. 2, p. 1603.]

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-2/section-5-218/>

2022 Idaho Code
Title 55 - PROPERTY IN GENERAL
Chapter 6 - TRANSFER OF REAL PROPERTY
Section 55-606 - CONCLUSIVENESS OF CONVEYANCE — BONA FIDE PURCHASERS.
Universal Citation: ID Code § 55-606 (2022)

55-606. CONCLUSIVENESS OF CONVEYANCE — BONA FIDE PURCHASERS. Every grant or conveyance of an estate in real property is conclusive against the grantor, also against every one subsequently claiming under him, except a purchaser or encumbrancer, who in good faith, and for a valuable consideration, acquires a title or lien by an instrument or valid judgment lien that is first duly recorded.

From <https://law.justia.com/codes/idaho/2022/title-55/chapter-6/section-55-606/>

2022 Idaho Code
Title 6 - ACTIONS IN PARTICULAR CASES
Chapter 5 - PARTITION OF REAL ESTATE
Section 6-505 - SUMMONS — HOW DIRECTED.
Universal Citation: ID Code § 6-505 (2022)

6-505. SUMMONS — HOW DIRECTED. The summons must be directed to all the joint tenants and tenants in common, and all persons having any interest in, or any liens of record by mortgage, judgment, or otherwise upon the property, or upon any particular portion thereof; and generally, to all persons unknown, who have or claim any interest in the property.

From <https://law.justia.com/codes/idaho/2022/title-6/chapter-5/section-6-505/>

2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 5 - COMMENCEMENT OF ACTIONS
Section 5-510 - SERVICE ON ONE OF JOINT DEFENDANTS.
Universal Citation: ID Code § 5-510 (2022)

5-510. SERVICE ON ONE OF JOINT DEFENDANTS. When the action is against two (2) or more defendants jointly or severally liable on a contract and the summons is served on one (1) or more but not on all of them, the plaintiff may proceed against the defendants served in the same manner as if they were the only defendants.

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-5/section-5-510/>

2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 5 - COMMENCEMENT OF ACTIONS
Section 5-505 - LIS PENDENS.
Universal Citation: ID Code § 5-505 (2022)

5-505. LIS PENDENS. In an action affecting the title or the right of possession of real property, the plaintiff at the time of filing the complaint, and the defendant at the time of filing his answer, when affirmative relief is claimed in such answer, or at any time afterward, may file for record with the recorder of the county in which the property or some part thereof is situated, a notice of the pendency of the action, containing the names of the parties, the object of the action or defense, and a description of the property in that county affected thereby. From the time of filing such notice for record only shall a purchaser or incumbrancer of the property affected thereby be deemed to have constructive notice of the pendency of the action, and only of its pendency against parties designated by their real names.

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-5/section-5-505/>

2022 Idaho Code
Title 55 - PROPERTY IN GENERAL
Chapter 9 - UNLAWFUL TRANSFERS
Section 55-908 - FRAUD IS A QUESTION OF FACT.
Universal Citation: ID Code § 55-908 (2022)

55-908. FRAUD IS A QUESTION OF FACT. In all cases arising under the provisions of chapters 5 to 9 inclusive, of this title, the question of fraudulent intent is one of fact, and not of law; nor can any transfer or charge be adjudged fraudulent solely on the ground that it was not made for a valuable consideration.

From <https://law.justia.com/codes/idaho/2022/title-55/chapter-9/section-55-908/>

1. Federal Rules of Civil Procedure › TITLE IV. PARTIES › Rule 21. Misjoinder and Nonjoinder of Parties

From <https://www.law.cornell.edu/rules/frcp/rule_21>

Rule 21. Misjoinder and Nonjoinder of Parties

Misjoinder of parties is not a ground for dismissing an action. On motion or on its own, the court may at any time, on just terms, add or drop a party. The court may also sever any claim against a party.

From <https://www.law.cornell.edu/rules/frcp/rule_21>

Full text of "Idaho Code: Title 55 to 57"

Monday, February 13, 2023 4:25 AM

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Since acknowledgment is not required except for purpose of recording, lack of acknowledgment before a notary did not by itself vitiate deed. Mollandorf v. Derry, 95 Idaho 1, 501 P.2d 199 (1972).

Full text of "Idaho Code: Title 55 to 57"

Monday, February 13, 2023 4:29 AM

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Delivery of Deed. Before a deed can operate as a valid transfer of title, there must be a delivery of the instrument and it must be effected during the life of the grantor. Crenshaw v. Crenshaw, 68 Idaho 470, 199 P.2d 264 (1948). It is essential to the delivery of a deed that there is a giving of the deed by the grantor and a receiving of it by the grantee with a mutual intention to pass title from the one to the other. Crenshaw v. Crenshaw, 68 Idaho 470, 199 P2d 264 (1948). Record of survey constituted a properly recorded conveyance; where it purported to transfer the disputed property, it created, alienated, mortgaged or encumbered the title of both lots, it was in writing, it contained a sufficient description of the property, it contained the name of the grantee, and it clearly indicated the legal description of the subject property and the lots. Adams v. Anderson, 142 Idaho 208, 127 P.3d 111 (2005).

Full text of "Idaho Code: Title 55 to 57"

Monday, February 13, 2023 4:34 AM

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No Title. This section only requires that the person purport to convey the property, not that the person actually have title to the property when giving the deed, and the doctrine of after-acquired title presupposes that the person giving the deed did not have title when purporting to convey the property; because the record indicated that the mortgage company did not have title to the real property when it filed this lawsuit, it was error to grant the company's motion for summary judgment. PHH Mortg. Servs. Corp. v. Perreira, 146 Idaho 631, 200 P.3d 1180 (2009). Cited Brooks v. Jensen, 75 Idaho 201, 270 P.2d 425 (1954); Gardner v. Fliegel, 92 Idaho 767, 450 P.2d 990 (1969); State ex rel. Moore v. Scroggie, 109 Idaho 32, 704 P.2d 364 (Ct. App. 1985).

Full text of "Idaho Code: Title 55 to 57"

Monday, February 13, 2023 4:38 AM

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Unenforceable. A quitclaim deed was unenforceable as a matter of law, where it did not contain an adequate description of the property, the grantee had submitted inconsistent determinations of the boundaries and acreage of the property, the grantors did not have authority to convey the subject property when the grantee attempted to record the deed, and extrinsic evidence could not be used to determine the sufficiency of the description. David & Marvel Benton v. McCarty, 161 Idaho 145, 384 P.3d 392 (2016).

Idaho Code Section 5-218 (2022) - STATUTORY LIABILITIES, TRESPASS, TROVER, REPLEVIN, AND FRAUD. :: 2022 Idaho Code and Statutes :: US Codes and Statutes :: US Law :: Justia

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2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 2 - LIMITATION OF ACTIONS
Section 5-218 - STATUTORY LIABILITIES, TRESPASS, TROVER, REPLEVIN, AND FRAUD.

Universal Citation: ID Code § 5-218 (2022)

5-218. STATUTORY LIABILITIES, TRESPASS, TROVER, REPLEVIN, AND FRAUD. Within three (3) years:

1. An action upon a liability created by statute, other than a penalty or forfeiture. The cause of action in favor of the state of Idaho or any political subdivision thereof, upon a surety bond or undertaking provided for or required by statute shall not be deemed to have accrued against any surety on such bond or undertaking until the discovery by the state of Idaho or any political subdivision thereof of the facts constituting the liability.

2. An action for trespass upon real property.

3. An action for taking, detaining or injuring any goods or chattels, including actions for the specific recovery of personal property.

4. An action for relief on the ground of fraud or mistake. The cause of action in such case not to be deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake.

History:

[(5-218) C.C.P. 1881, sec. 158; R.S., R.C., & C.L., sec. 4054; C.S., sec. 6611; I.C.A., sec. 5-218; am. 1974, ch. 41, sec. 2, p. 1603.]

[(5-218) C.C.P. 1881, sec. 158; R.S., R.C., & C.L., sec. 4054; C.S., sec. 6611; I.C.A., sec. 5-218; am. 1974, ch. 41, sec. 2, p. 1603.]

More...

2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 2 - LIMITATION OF ACTIONS
Section 5-222 - ACTIONS ON OPEN ACCOUNTS — ACCRUAL OF CAUSE.

Universal Citation: ID Code § 5-222 (2022)

5-222. ACTIONS ON OPEN ACCOUNTS — ACCRUAL OF CAUSE. In an action brought to recover a balance due upon a mutual, open and current account, where there have been reciprocal demands between the parties, the cause of action is deemed to have accrued from the time of the last item proved in the account on either side.
History:
[(5-222) C.C.P. 1881, sec. 162; R.S., R.C., & C.L., sec. 4050; C.S., sec. 6615; I.C.A., sec. 5-222.]

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-2/section-5-222/>

2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 2 - LIMITATION OF ACTIONS
Section 5-224 - ACTIONS FOR OTHER RELIEF.

Universal Citation: ID Code § 5-224 (2022)

5-224. ACTIONS FOR OTHER RELIEF. An action for relief not hereinbefore provided for must be commenced within four (4) years after the cause of action shall have accrued.

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-2/section-5-224/>

2022 Idaho Code
Title 73 - GENERAL CODE PROVISIONS
Chapter 1 - CONSTRUCTION OF STATUTES
Section 73-114 - STATUTORY TERMS DEFINED.

Universal Citation: ID Code § 73-114 (2022)

73-114. STATUTORY TERMS DEFINED. (1) Unless otherwise defined for purposes of a specific statute:
(a) Words used in these compiled laws in the present tense, include the future as well as the present;
(b) Words used in the masculine gender, include the feminine and neuter;
(c) The singular number includes the plural and the plural the singular;
(d) The word "person" includes a corporation as well as a natural person;
(e) Writing includes printing;
(f) Oath includes affirmation or declaration, and every mode of oral statement, under oath or affirmation, is embraced by the term "testify," and every written one in the term "depose";
(g) Signature or subscription includes mark, when the person cannot write, his name being written near it, and witnessed by a person who writes his own name as a witness.
(2) The following words have, in the compiled laws, the signification attached to them in this section, unless otherwise apparent from the context:
(a) "Intellectual disability" means significantly subaverage general intellectual functioning that is accompanied by significant limitations in adaptive functioning in at least two (2) of the following skill areas: communication, self-care, home living, social or interpersonal skills, use of community resources, self-direction, functional academic skills, work, leisure, health and safety. The onset of significantly subaverage general intelligence functioning and significant limitations in adaptive functioning must occur before age eighteen (18) years.
(b) "Month" means a calendar month, unless otherwise expressed.
(c) "Personal property" includes money, goods, chattels, things in action, evidences of debt and general intangibles as defined in the uniform commercial code — secured transactions.
(d) "Property" includes both real and personal property.
(e) "Real property" is coextensive with lands, tenements and hereditaments, possessory rights and claims.
(f) "Registered mail" includes certified mail.
(g) "State," when applied to the different parts of the United States, includes the District of Columbia and the territories; and the words "United States" may include the District of Columbia and territories.
(h) "Will" includes codicils.
(i) "Writ" signifies an order or precept in writing, issued in the name of the people, or of a court or judicial officer, and the word "process," a writ or summons issued in the course of judicial proceedings.

From <https://law.justia.com/codes/idaho/2022/title-73/chapter-1/section-73-114/>

2022 Idaho Code
Title 8 - PROVISIONAL REMEDIES IN CIVIL ACTIONS
Chapter 5 - ATTACHMENTS
Section 8-506 - EXECUTION OF WRIT.

Universal Citation: ID Code § 8-506 (2022)

8-506. EXECUTION OF WRIT. The sheriff to whom the writ is directed and delivered must execute the same without delay, and if the undertaking mentioned in section 8-506C, Idaho Code, be not given, as follows:
1. Real property standing upon the records of the county in the name of the defendant must be attached by filing with the recorder of the county a copy of the writ, together with a description of the property attached and a notice that it is attached.
2. Real property or an interest therein belonging to the defendant and held by any other person, or standing on the records of the county in the name of any other person, must be attached by filing with the recorder of the county a copy of the writ, together with a description of the property, and a notice that such real property and any interest of the defendant therein, held by or standing in the name of such other person (naming him), are attached. The recorder must index such attachment, when filed, in the names of both, of the defendant and of the person by whom the property is held or in whose name it stands on the records.
3. Personal property capable of manual delivery must be attached by taking it into custody.
4. Stock or shares, or interest in stock or shares, of any corporation or company must be attached by leaving with the president or other head of the same, or the secretary, cashier or other managing agent thereof, a copy of the writ and a notice stating that the stock or interest of the defendant is attached, in pursuance of such writ; provided, that securities as defined in section 28-8-102, Idaho Code, must be attached as provided in section 28-8-112, Idaho Code.
5. Debts and credits and other personal property not capable of manual delivery must be attached by leaving with the person owing such debts, or having in his possession or under his control such credits or other personal property, or with his agent, a copy of the writ, and a notice that the debts owing by him to the defendant, or the credits or other personal property in his possession or under his control, belonging to the defendants, are attached in pursuance of such writ.
History:

From <https://law.justia.com/codes/idaho/2022/title-8/chapter-5/section-8-506/>

2022 Idaho Code
Title 5 - PROCEEDINGS IN CIVIL ACTIONS IN COURTS OF RECORD
Chapter 3 - PARTIES TO ACTIONS
Section 5-335 - GENERAL RULES OF PLEADING — CLAIMS FOR RELIEF.

Universal Citation: ID Code § 5-335 (2022)

5-335. GENERAL RULES OF PLEADING — CLAIMS FOR RELIEF. A pleading which sets forth a claim for relief, whether an original claim, counterclaim, cross-claim, or third-party claim, shall contain (1) if the court has limited jurisdiction, a short and plain statement of the grounds upon which the court's jurisdiction depends, (2) a short and plain statement of the claims showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which the pleader deems himself or herself entitled. Relief in the alternative or of several different types may be demanded. In any action for recovery because of personal injury or death, the claim for relief shall not specify the amount of damages claimed, but shall, instead, contain a general allegation of damage and shall state that the damages claimed are within any minimum or maximum jurisdictional limits of the court to which the pleading is addressed. At any time after service of the pleading, the defendant may, by special interrogatory, demand a statement of the amount of damages claimed by the plaintiff, which shall be answered within fifteen (15) days. The information provided in the response to the special interrogatory shall not be admissible into evidence at trial, nor shall it be communicated to the jury by argument or otherwise, nor shall it affect or limit the verdict rendered by the jury or the judgment issued by the court, in accordance with Idaho rule of civil procedure 54(c).
History:
[5-335, added 1987, ch. 278, sec. 9, p. 581.]

From <https://law.justia.com/codes/idaho/2022/title-5/chapter-3/section-5-335/>

2022 Idaho Code
Title 9 - EVIDENCE
Chapter 14 - ADMINISTRATION OF OATHS AND AFFIRMATIONS
Section 9-1406 - CERTIFICATION OR DECLARATION UNDER PENALTY OF PERJURY.

Universal Citation: ID Code § 9-1406 (2022)

9-1406. CERTIFICATION OR DECLARATION UNDER PENALTY OF PERJURY. (1) Whenever, under any law of this state or under any rule, regulation, order or requirement made pursuant to a law of this state, any matter is required or permitted to be supported, evidenced, established or proved by the sworn statement, declaration, verification, certificate, oath, affirmation or affidavit, in writing, of the person making the same, other than a deposition, an oath of office or an oath required to be taken before a specified official other than a notary public, such matter may with like force and effect be supported, evidenced, established or proven by the unsworn certification or declaration, in writing, which is subscribed by such person and is in substantially the following form:
"I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct."

.....	.....
(Date)	(Signature)

(2) This section shall not apply to acknowledgments.

From <https://law.justia.com/codes/idaho/2022/title-9/chapter-14/section-9-1406/>

2022 Idaho Code
Title 9 - EVIDENCE
Chapter 14 - ADMINISTRATION OF OATHS AND AFFIRMATIONS
Section 9-1401 - WHO MAY ADMINISTER OATHS.

Universal Citation: ID Code § 9-1401 (2022)

9-1401. WHO MAY ADMINISTER OATHS. Every court, every judge or clerk of any court, every justice and every notary public, the secretary of state, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has power to administer oaths or affirmations.

From <https://law.justia.com/codes/idaho/2022/title-9/chapter-14/section-9-1401/>

2022 Idaho Code
Title 8 - PROVISIONAL REMEDIES IN CIVIL ACTIONS
Chapter 5 - ATTACHMENTS
Section 8-502 - APPLICATION — COURT EXAMINATION — ORDER TO SHOW CAUSE — NOTICE — HEARING — TEMPORARY RESTRAINING ORDER.

Universal Citation: ID Code § 8-502 (2022)

8-502. APPLICATION — COURT EXAMINATION — ORDER TO SHOW CAUSE — NOTICE — HEARING — TEMPORARY RESTRAINING ORDER. (a) A plaintiff desiring the issuance of a writ of attachment shall file with the court an application therefor supported by an affidavit made by or on behalf of plaintiff setting forth:
1. That the defendant is indebted to the plaintiff (specifying the amount of such indebtedness over and above all legal setoffs or counterclaims) and whether upon a judgment or upon a contract for the direct payment of money, and that the payment of the same has not been secured by any mortgage, deed of trust, security interest or lien upon real or personal property, or if originally secured, that such security has, without an act of the plaintiff, or the person to whom the security was given, become valueless.
2. When the defendant is a nonresident of this state, that such defendant is indebted to the plaintiff (specifying the amount of such indebtedness over and above all legal setoffs or counterclaims), and that defendant is a nonresident of the state.
3. That the attachment is not sought and the action is not prosecuted to hinder, delay or defraud any creditor of the defendant.
(b) The court shall, without delay, examine the complaint and affidavit, and if satisfied that they meet the requirements of subdivision (a), it shall issue an order directed to the defendant to show cause why a writ of attachment should not issue. Such order shall fix the date and time for the hearing thereon, which shall be no sooner than five (5) days from the issuance thereof, and shall direct the time within which service thereof shall be made upon the defendant. Such order shall inform the defendant he may file affidavit on his behalf with the court and may appear and present testimony on his behalf at the time of such hearing, or he may, at or prior to such hearing, file with the court a written undertaking to stay the issuance of the writ of attachment in accordance with the provisions of section 8-506C, Idaho Code, and that if he fails to appear plaintiff will apply to the court for a writ of attachment without further notice to defendant. If the attachment has issued prior to the hearing, the defendant may apply to the court to have the hearing set at an earlier date. Such order shall fix the manner in which service thereof, together with copies of the complaint and affidavit, shall be made, which shall be by personal service, or in such manner as the judge may direct to be reasonably calculated to give actual notice to the defendant under the circumstances appearing from the complaint and affidavit. The plaintiff shall cause proof of service to be filed with the court prior to the hearing.
(c) Upon examination of the complaint and affidavit and such other evidence as may be submitted, the judge may, thereupon, require, a writ of attachment may be issued prior to hearing, if probable cause appears that any of the following exist:
(1) The court lacks jurisdiction of the action, personal or over the property of the defendant's property within this state;
(2) The property specifically sought to be attached consists of one (1) or more negotiable instruments. In such case the writ shall by its terms restrict the levy by the sheriff thereunder, to such negotiable instruments;
(3) By reason of specific facts shown, the property specifically sought to be attached is a bank account subject to the threat of imminent withdrawal, or is perishable, and will perish before any noticed hearing can be had, or is in immediate danger of destruction, serious harm, concealment, or removal from this state, or of sale to an innocent purchaser, and the holder of such property threatens to destroy, harm, conceal, remove it from the state, or sell it to an innocent purchaser. In such case the writ shall by its terms limit the levy by the sheriff thereunder to such specific property.
Where a writ of attachment has been issued prior to hearing under the provisions of this section, the defendant or other person from whom possession of such property has been taken may apply to the court for an order shortening the time for hearing on the order to show cause, and the court may, upon such application, shorten the time for such hearing, and direct that the matter be heard on not less than forty-eight (48) hours' notice to the plaintiff.
(d) Under any of the circumstances described in subsection (a), or paragraph (1) of subsection (c) of this section, or in lieu of the immediate issuance of a writ of attachment under any of the circumstances described in paragraphs (2) and (3) of subsection (c) of this section, the judge may, in addition to the issuance of an order to show cause, issue such temporary restraining orders, directed to the defendant, prohibiting such acts with respect to the property, as may appear to be necessary for the preservation of rights of the parties and the status of the property.
(e) Upon the hearing on the order to show cause, the court shall consider the showing made by the parties appearing, and shall make a preliminary determination of whether there is a reasonable probability that the plaintiff will prevail in its claim. If the court makes this determination favorably to the plaintiff, it shall, upon examination of the evidence or testimony submitted and such other evidence or testimony as the judge may thereupon(,) require, determine the proper amount to be specified in the undertaking required by section 8-503, Idaho Code, and if requested, the value of any property sought to be retained by or returned to defendant and the proper amount to be specified in any

2022 Idaho Code
Title 29 - CONTRACTS
Chapter 1 - GENERAL PROVISIONS RELATING TO CONTRACTS
Section 29-104 - WANT OF CONSIDERATION — BURDEN OF PROOF.

Universal Citation: ID Code § 29-104 (2022)

29-104. WANT OF CONSIDERATION — BURDEN OF PROOF. The burden of showing a want of consideration sufficient to support an instrument lies with the party seeking to enforce it.

From <https://law.justia.com/codes/idaho/2022/title-29/chapter-1/section-29-104/>

2022 Idaho Code
Title 8 - PROVISIONAL REMEDIES IN CIVIL ACTIONS
Chapter 3 - CLAIM AND DELIVERY OF PERSONAL PROPERTY
Section 8-311 - ORDERS TO PROTECT POSSESSION.

Universal Citation: ID Code § 8-311 (2022)

8-311. ORDERS TO PROTECT POSSESSION. After the property has been delivered to a party or the value thereof secured by an undertaking as provided in this chapter, the court shall, by appropriate order, protect that party in the possession of such property until the final determination of the action.

From <https://law.justia.com/codes/idaho/2022/title-8/chapter-3/section-8-311/>

From <https://law.justia.com/codes/idaho/2022/title-9/chapter-14/section-9-1411/>

2022 Idaho Code
Title 29 - CONTRACTS
Chapter 1 - GENERAL PROVISIONS RELATING TO CONTRACTS
Section 29-111 - DEBTOR MAY DEMAND RECEIPT.

Universal Citation: ID Code § 29-111 (2022)

29-111. DEBTOR MAY DEMAND RECEIPT. A debtor has a right to require from his creditor a written receipt for any property delivered in performance of his obligation.

From <https://law.justia.com/codes/idaho/2022/title-29/chapter-1/section-29-111/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 12 - RECONVEYANCE
Section 45-1205 - LIABILITY OF TITLE INSURANCE AGENT OR UNDERWRITER.

Universal Citation: ID Code § 45-1205 (2022)

45-1205. LIABILITY OF TITLE INSURANCE AGENT OR UNDERWRITER. In the event that a trust deed is reconveyed by a title insurer or title agent purporting to act under the provisions of this chapter but the obligation secured by the trust deed has not been fully paid, the title insurer or title agent effecting such reconveyance shall be liable to the beneficiary of the trust deed for the damages suffered as a result of such improper reconveyance only if the title insurer or title agent failed to substantially comply with the provisions of section 45-1203 or 45-1204, Idaho Code, or acted with negligence or in bad faith in reconveying the trust deed.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-12/section-45-1205/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 15 - TRUST DEEDS
Section 45-1508 - FINALITY OF SALE.

Universal Citation: ID Code § 45-1508 (2022)

45-1508. FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-15/section-45-1508/>

2022 Idaho Code
Title 8 - PROVISIONAL REMEDIES IN CIVIL ACTIONS
Chapter 5 - ATTACHMENTS
Section 8-502 - APPLICATION — COURT EXAMINATION — ORDER TO SHOW CAUSE — NOTICE — HEARING — TEMPORARY RESTRAINING ORDER.

Universal Citation: ID Code § 8-502 (2022)

8-502. APPLICATION — COURT EXAMINATION — ORDER TO SHOW CAUSE — NOTICE — HEARING — TEMPORARY RESTRAINING ORDER. (a) A plaintiff desiring the issuance of a writ of attachment shall file with the court an application therefor supported by an affidavit made by or on behalf of plaintiff setting forth:
1. That the defendant is indebted to the plaintiff (specifying the amount of such indebtedness over and above all legal setoffs or counterclaims) and whether upon a judgment or upon a contract for the direct payment of money, and that the payment of the same has not been secured by any mortgage, deed of trust, security interest or lien upon real or personal property, or if originally secured, that such security has, without an act of the plaintiff, or the person to whom the security was given, become valueless.
2. When the defendant is a nonresident of this state, that such defendant is indebted to the plaintiff (specifying the amount of such indebtedness over and above all legal setoffs or counterclaims), and that defendant is a nonresident of the state.
3. That the attachment is not sought and the action is not prosecuted to hinder, delay or defraud any creditor of the defendant.
(b) The court shall, without delay, examine the complaint and affidavit, and if satisfied that they meet the requirements of subdivision (a), it shall issue an order directed to the defendant to show cause why a writ of attachment should not issue. Such order shall fix the date and time for the hearing thereon, which shall be no sooner than five (5) days from the issuance thereof, and shall direct the time within which service thereof shall be made upon the defendant. Such order shall inform the defendant he may file affidavit on his behalf with the court and may appear and present testimony on his behalf at the time of such hearing, or he may, at or prior to such hearing, file with the court a written undertaking to stay the issuance of the writ of attachment in accordance with the provisions of section 8-506C, Idaho Code, and that if he fails to appear plaintiff will apply to the court for a writ of attachment without further notice to defendant. If the attachment has issued prior to the hearing, the defendant may apply to the court to have the hearing set at an earlier date. Such order shall fix the manner in which service thereof, together with a copy of the complaint and affidavit, shall be made, which shall be by personal service, or in such manner as the judge may determine to be reasonably calculated to afford notice thereof to the defendant under the circumstances appearing from the complaint and affidavit. The plaintiff shall cause proof of service to be filed with the court prior to the hearing.
(c) Upon examination of the complaint and affidavit and such other evidence or

returned to defendant and the proper amount to be specified in any undertaking which may be or has been filed by defendant pursuant to section 8-506C, Idaho Code. If the court determines that the action is one in which a writ of attachment should issue, it shall direct the issuance of such writ. The court may direct the order in which the writ shall be levied upon different assets of the defendant, if, in the aggregate, they exceed in value an amount clearly adequate to secure any judgment which may be recovered by the plaintiff.

From <https://law.justia.com/codes/idaho/2022/title-8/chapter-5/section-8-502/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 15 - TRUST DEEDS
Section 45-1505 - FORECLOSURE OF TRUST DEED, WHEN.

Universal Citation: ID Code § 45-1505 (2022)

45-1505. FORECLOSURE OF TRUST DEED, WHEN. The trustee may foreclose a trust deed by advertisement and sale under this act if:
(1) The trust deed, any assignments of the trust deed by the trustee or the beneficiary and any appointment of a successor trustee are recorded in mortgage records in the counties in which the property described in the deed is situated; and
(2) There is a default by the grantor or other person owing an obligation the performance of which is secured by the trust deed or by their successors in interest with respect to any provision in the deed which authorizes sale in the event of default of such provision; and
(3) The trustee or beneficiary shall have (a) filed for record in the office of the recorder in each county wherein the trust property, or some part or parcel, is situated, a notice of default identifying the deed of trust by stating the name or names of the trustor or trustors and giving the book and page where the same is recorded, or a description of the trust property, and containing a statement that a breach of the obligation for which the transfer in trust is security has occurred, and setting forth the nature of such breach and his election to sell or cause to be sold such property to satisfy such obligation; and (b) mailed a copy of such notice by registered or certified mail, return receipt requested, to any person requesting such notice of record as provided in section 45-1511, Idaho Code. Service by mail in accordance with this subsection (3) shall be deemed effective at the time of mailing. In addition, the trustee shall mail the notice required in this section to any individual who owns an interest in property which is the subject of this section. Such notice shall be accompanied by and affixed to the following notice in twelve (12) point boldface type, on a separate sheet of paper, no smaller than eight and one-half (8 1/2) inches by eleven (11) inches:
"NOTICE REQUIRED BY IDAHO LAW
Mortgage foreclosure is a legal proceeding where a lender terminates a borrower's interest in property to satisfy unpaid debt secured by the property. This can mean that when a homeowner gets behind on his or her mortgage payments, the lender forces a sale of the home on which the mortgage loan is based. Some individuals or businesses may say they can "save" your home from foreclosure. You should be cautious about such claims. It is important that you understand all the terms of a plan to "rescue" you from mortgage foreclosure and how it will affect you. It may result in your losing valuable equity that you may have in your home. If possible, you should consult with an attorney or financial professional to find out what other options you may have. Do not delay seeking advice, because the longer you wait, the fewer options you may have. Under Idaho law, you have five (5) days to rescind or undo certain contracts or agreements that relate to transferring interests in property or money in a foreclosure situation. An attorney or financial professional can tell you more about this option.".
If the trust deed, or any assignments of the trust deed, are in the Spanish language, the written notice set forth in this section shall be in the Spanish language on a form to be prepared and made available by the office of the attorney general.
(4) No action, suit or proceeding has been instituted to recover the debt then remaining secured by the trust deed, or any part thereof, or if such action or proceeding has been instituted, the action or proceeding has been dismissed.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-15/section-45-1505/>

2022 Idaho Code
Title 73 - GENERAL CODE PROVISIONS
Chapter 1 - CONSTRUCTION OF STATUTES
Section 73-117 - PRIOR LEGISLATION REPEALED.

Universal Citation: ID Code § 73-117 (2022)

73-117. PRIOR LEGISLATION REPEALED. All general acts and parts and clauses of acts of a general nature passed prior to the fifteenth session of the state legislature, are hereby repealed, and these compiled laws are in force in lieu thereof; but such repeal does not affect any act done, or any right accruing or accrued, or any suit or proceeding had or commenced in any civil cause before the said repeal takes effect, but all rights and liabilities under said repealed acts continue, in the same manner as if said repeal had not been made.

From <https://law.justia.com/codes/idaho/2022/title-73/chapter-1/section-73-117/>

2022 Idaho Code
Title 55 - PROPERTY IN GENERAL
Chapter 9 - UNLAWFUL TRANSFERS
Section 55-918 - EXTINGUISHMENT OF A CAUSE OF ACTION.

Universal Citation: ID Code § 55-918 (2022)

55-918. EXTINGUISHMENT OF A CAUSE OF ACTION. A cause of action with respect to a transfer or obligation under this act is extinguished unless action is brought:
(1) Under section 55-913(1)(a), Idaho Code, not later than four (4) years after the transfer was made or the obligation was incurred or, if later, not later than one (1) year after the transfer or obligation was or could reasonably have been discovered

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 15 - TRUST DEEDS
Section 45-1506 - MANNER OF FORECLOSURE — NOTICE — SALE.

Universal Citation: ID Code § 45-1506 (2022)

45-1506. MANNER OF FORECLOSURE — NOTICE — SALE. (1) A trust deed may be foreclosed in the manner provided in this section.
(2) Subsequent to recording notice of default as hereinbefore provided, and at least one hundred twenty (120) days before the day fixed by the trustee for the trustee's sale, notice of such sale shall be given by registered or certified mail, return receipt requested, to the last known address of the following persons or their legal representatives, if any:
(a) The grantor in the trust deed and any person requesting notice of record as provided in section 45-1511, Idaho Code.
(b) Any successor in interest of the grantor including, but not limited to, a grantee, transferee or lessee, whose interest appears of record prior to the recording of the notice of default, or where the trustee or the beneficiary has actual notice of such interest.
(c) Any person having a lien or interest subsequent to the interest of the trustee in the trust deed where such lien or interest appears of record prior to the recording of the notice of default, or where the trustee or the beneficiary has actual notice of such lien or interest.
(3) The disability, insanity or death of any person to whom notice of sale is to be given under subsection (2) of this section shall not delay or impair in any way the trustee's right under a trust deed to proceed with a sale under such deed, provided the notice of sale required under subsection (2) of this section has been mailed as provided by law for service of summons upon incompetents or to the administrator or executor of the estate of such person.
(4) The notice of sale shall set forth:
(a) The names of the grantor, trustee and beneficiary in the trust deed.
(b) A description of the property covered by the trust deed.
(c) The book and page of the mortgage records or the recorder's instrument number where the trust deed is recorded.
(d) The default for which the foreclosure is made.
(e) The sum owing on the obligation secured by the trust deed.
(f) The date, time and place of the sale which shall be held at a designated time after 9:00 a.m. and before 4:00 p.m., standard time, and at a designated place in the county or one (1) of the counties where the property is located.
(5) At least three (3) good faith attempts shall be made on different days over a period of not less than seven (7) days, each of which attempts must be made at least thirty (30) days prior to the day of the sale, to serve a copy of the notice of sale upon an adult occupant of the real property in the manner in which a summons is served. At the time of each such attempt, a copy of the notice of sale shall be posted in a conspicuous place on the real property unless the copy of the notice of sale previously posted remains conspicuously posted. Provided, however, that if during such an attempt personal service is made upon an adult occupant and a copy of the notice is posted, then no further attempt at personal service and no further posting shall be required. Provided, further, that if the adult occupant personally served is a person to whom the notice of sale was required to be mailed, and was mailed, pursuant to the foregoing subsections of this section, then no posting of the notice of sale shall be required.
(6) A copy of the notice of sale shall be published in a newspaper of general circulation in each of the counties in which the property is situated once a week for four (4) successive weeks, making four (4) publishings in all, with the last publication to be at least thirty (30) days prior to the day of sale. It shall be unlawful for the trustee for the trustee's sale to have a financial interest in a newspaper publishing such notice or to profit, directly or indirectly, based on the publication of such notice of sale and such conduct shall constitute a misdemeanor, punishable by imprisonment in the county jail for a term not to exceed one (1) year, or by a fine not to exceed one thousand dollars ($1,000), or by both such fine and imprisonment.
(7) An affidavit of mailing notice of sale and an affidavit of posting, when required, and publication of notice of sale as required by subsection (6) of this section shall be recorded in the mortgage records in the counties in which the property described in the deed is situated at least twenty (20) days prior to the date of sale.
(8) The sale shall be held on the date and at the time and place designated in the notice of sale or notice of rescheduled sale as provided in section 45 -1506A, Idaho Code, unless the sale is postponed as provided in this subsection or as provided in section 45-1506B, Idaho Code, respecting the effect of an intervening stay or injunctive relief order. The trustee shall sell the property in one (1) parcel or in separate parcels at auction to the highest bidder. Any person, including the beneficiary under the trust deed, may bid at the trustee's sale. The attorney for such trustee may conduct the sale and act in such sale as the auctioneer of trustee. The trustee may postpone the sale of the property upon request of the beneficiary by publicly announcing at the time and place originally fixed for the sale the postponement to a stated subsequent date and hour. No sale may be postponed to a date more than thirty (30) days subsequent to the date from which the sale is postponed. A postponed sale may itself be postponed in the same manner and within the same time limitations as provided in this subsection. For any loan made by a state or federally regulated beneficiary, which loan is secured by a deed of trust encumbering the borrower's primary residence as determined pursuant to section 45-1506C(1), Idaho Code, the trustee, prior to conducting any trustee's sale previously postponed pursuant to this section, shall mail notice of such trustee sale at least fourteen (14) days prior to conducting such sale by the same means and to the same persons as provided in subsection (2) of this section. The trustee or beneficiary shall, prior to conducting the trustee's sale, record an affidavit of mailing confirming that such notice has been mailed as required by this section. The filing of such affidavit of mailing is conclusive evidence of compliance with this section as to any party relying on said affidavit of mailing.
(9) The purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser, provided that in the event of any refusal to pay purchase money, the officer making such sale shall have the right to resell or reject any subsequent bid as provided by law in the case of sales under execution.
(10) The trustee's deed shall convey to the purchaser the interest in the property which the grantor had, or had the power to convey, at the time of the execution by him of the trust deed together with any interest the grantor or his successors in interest acquired after the execution of such trust deed.
(11) The purchaser at the trustee's sale shall be entitled to possession of the property on the tenth day following the sale, and any persons remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be tenants at sufferance.
(12) Whenever all or a portion of any obligation secured by a deed of trust which has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a beneficiary in accordance with the terms of the deed of trust, the grantor or his successor in interest in the trust property or any part thereof, or any beneficiary under a subordinate deed of trust or any person having a subordinate lien or encumbrance

of the complaint and affidavit, shall be made, which shall be by personal service, or in such manner as the judge may determine to be reasonably calculated to afford notice thereof to the defendant under the circumstances appearing from the complaint and affidavit. The plaintiff shall cause proof of service to be filed with the court prior to the hearing.
(c) Upon examination of the complaint and affidavit and such other evidence or testimony as the judge may, thereupon, require, a writ of attachment may be issued prior to hearing, if probable cause appears that any of the following exist:
(1) The jurisdiction of the court is predicated upon attachment of the defendant's property within this state;
(2) The property specifically sought to be attached consists of one (1) or more negotiable instruments. In such case the writ shall by its terms restrict the levy by the sheriff thereunder, to such negotiable instruments;
(3) By reason of specific facts shown, the property specifically sought to be attached is a bank account subject to the threat of imminent withdrawal, or is perishable, and will perish before any noticed hearing can be had, or is in immediate danger of destruction, serious harm, concealment, or removal from this state, or of sale to an innocent purchaser, and the holder of such property threatens to destroy, harm, conceal, remove it from the state, or sell it to an innocent purchaser. In such case the writ shall by its terms limit the levy by the sheriff thereunder to such specific property.
Where a writ of attachment has been issued prior to hearing under the provisions of this section, the defendant or other person from whom possession of such property has been taken may apply to the court for an order shortening the time for hearing on the order to show cause, and the court may, upon such application, shorten the time for such hearing, and direct that the matter be heard on not less than forty-eight (48) hours' notice to the plaintiff.
(d) Under any of the circumstances described in subsection (a), or paragraph (1) of subsection (c) of this section, or in lieu of the immediate issuance of a writ of attachment under any of the circumstances described in paragraphs (2) and (3) of subsection (c) of this section, the judge may, in addition to the issuance of an order to show cause, issue such temporary restraining orders, directed to the defendant, prohibiting such acts with respect to the property, as may appear to be necessary for the preservation of rights of the parties and the status of the property.
(e) Upon the hearing on the order to show cause, the court shall consider the showing made by the parties appearing, and shall make a preliminary determination of whether there is a reasonable probability that the plaintiff will prevail in its claim. If the court makes this determination favorably to the plaintiff, it shall, upon examination of the evidence or testimony submitted and such other evidence or testimony as the judge may thereupon(,) require, determine the proper amount to be specified in the undertaking required by section 8-503, Idaho Code, and if requested, the value of any property sought to be retained by or returned to defendant and the proper amount to be specified in any undertaking which may be or has been filed by defendant pursuant to section 8-506C, Idaho Code. If the court determines that the action is one in which a writ of attachment should issue, it shall direct the issuance of such writ. The court may direct the order in which the writ shall be levied upon different assets of the defendant, if, in the aggregate, they exceed in value an amount clearly adequate to secure any judgment which may be recovered by the plaintiff.

From <https://law.justia.com/codes/idaho/2022/title-8/chapter-5/section-8-502/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 16 - CONSUMER FORECLOSURE PROTECTION ACT
Section 45-1601 - LEGISLATIVE FINDINGS.

Universal Citation: ID Code § 45-1601 (2022)

45-1601. LEGISLATIVE FINDINGS. The legislature finds that some persons and businesses are engaging in patterns of conduct that defraud innocent homeowners of their title, equity interest, or other value in residential dwellings under the guise of stopping or postponing a foreclosure sale. The legislature also finds this activity to be contrary to the public policy of this state and therefore establishes notice requirements governing contracts or agreements entered into during the foreclosure period. The legislature further finds that the provisions of this chapter shall be construed in such a manner that it does not inhibit transactions with legitimate lenders and investors.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-16/section-45-1601/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 16 - CONSUMER FORECLOSURE PROTECTION ACT
Section 45-1602 - CONTRACT NOTICE.

Universal Citation: ID Code § 45-1602 (2022)

45-1602. CONTRACT NOTICE. (1) During the foreclosure period described in section 45-1506, Idaho Code, any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in section 45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to the following notice in twelve (12) point boldface type and on a separate sheet of paper no smaller than eight and one-half (8 1/2) inches by eleven (11) inches:
"NOTICE REQUIRED BY IDAHO LAW
Mortgage foreclosure is a legal proceeding where a lender terminates a borrower's interest in property to satisfy unpaid debt secured by the property. This can mean that when a homeowner gets behind on his or her mortgage payments, the lender forces a sale of the home on which the mortgage loan is based. Some individuals or businesses may say they can "save" your home from foreclosure. You should be cautious about such claims. It is important that you understand all the terms of a plan to "rescue" you from mortgage foreclosure and how it will affect you. It may result in your losing valuable equity that you may have in your home. If possible, you should consult with an attorney or financial professional to find out what other options you may have. Do not delay seeking advice, because the longer you wait, the fewer options you may have.
You may find helpful information online. One excellent source is the Department of Housing and Urban Development (HUD) website which can be found at "http://www.hud.gov/foreclosure/index.cfm". HUD also maintains on its website a list of approved housing counselors who can provide free information to assist homeowners with financial problems. Another good source of information is found at the Office of the Attorney General's website at "http://www2.state.id.us/ag/".
Under Idaho law, you have five (5) days to rescind or undo certain contracts or agreements that relate to transferring interests in property or money in a foreclosure situation. An attorney or financial professional can tell you more about this option.".
(2) If during the foreclosure period described in section 45-1506, Idaho Code, any contract or agreement that involves the transfer of any interest in residential real property, as defined in section 45-525(5)(b), Idaho Code, was solicited, negotiated, or represented to the consumer in the Spanish language, the written notice to be provided to the consumer and set forth in this section shall be in the Spanish language on a form to be prepared and made available by the office of the attorney general.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-16/section-45-1602/>

Universal Citation: ID Code § 55-918 (2022)

55-918. EXTINGUISHMENT OF A CAUSE OF ACTION. A cause of action with respect to a transfer or obligation under this act is extinguished unless action is brought:
(1) Under section 55-913(1)(a), Idaho Code, not later than four (4) years after the transfer was made or the obligation was incurred or, if later, not later than one (1) year after the transfer or obligation was or could reasonably have been discovered by the claimant;
(2) Under section 55-913(1)(b) or 55-914(1), Idaho Code, not later than four (4) years after the transfer was made or the obligation was incurred; or
(3) Under section 55-914(2), Idaho Code, not later than one (1) year after the transfer was made or the obligation was incurred.

From <https://law.justia.com/codes/idaho/2022/title-55/chapter-9/section-55-918/>

2022 Idaho Code
Title 55 - PROPERTY IN GENERAL
Chapter 9 - UNLAWFUL TRANSFERS
Section 55-901 - FRAUDULENT CONVEYANCES OF LAND.

Universal Citation: ID Code § 55-901 (2022)

55-901. FRAUDULENT CONVEYANCES OF LAND. Every instrument, other than a will, affecting an estate in real property, including every charge upon real property, or upon its rents or profits, made with intent to defraud prior or subsequent purchasers thereof, or encumbrancers thereon, is void as against every purchaser or encumbrancer, for value, of the same property, or the rents or profits thereof.

From <https://law.justia.com/codes/idaho/2022/title-55/chapter-9/section-55-901/>

2022 Idaho Code
Title 55 - PROPERTY IN GENERAL
Chapter 9 - UNLAWFUL TRANSFERS
Section 55-909 - TITLE OF PURCHASER NOT IMPAIRED.

Universal Citation: ID Code § 55-909 (2022)

55-909. TITLE OF PURCHASER NOT IMPAIRED. The provisions of this chapter do not in any manner affect or impair the title of a purchaser for a valuable consideration, unless it appears that such purchaser had previous notice of the fraudulent intent of his immediate grantor, or of the fraud rendering void the title of such grantor.

From <https://law.justia.com/codes/idaho/2022/title-55/chapter-9/section-55-909/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 15 - TRUST DEEDS
Section 45-1506A - RESCHEDULED SALE — ORIGINAL SALE BARRED BY STAY — NOTICE OF RESCHEDULED SALE.

Universal Citation: ID Code § 45-1506A (2022)

45-1506A. RESCHEDULED SALE — ORIGINAL SALE BARRED BY STAY — NOTICE OF RESCHEDULED SALE. (1) In the event a sale cannot be held at the time scheduled by reason of automatic stay provisions of the U.S. bankruptcy code (11 U.S.C. 362), or a stay order issued by any court of competent jurisdiction, then the sale may be rescheduled and conducted following expiration or termination of the effect of the stay in the manner provided in this section.
(2) Notice of the rescheduled sale shall be given at least thirty (30) days before the day of the rescheduled sale by registered or certified mail to the last known address of all persons who were entitled to notice by mail of the original sale and to any person who shall have recorded a request for notice of sale at least forty -five (45) days prior to the rescheduled sale date in the form and manner required by section 45-1511, Idaho Code, provided that recording the request prior to notice of default is, for the purposes of this section only, waived.
(3) Notice of the rescheduled sale shall be published in the newspaper of original publication once a week for three (3) successive weeks, making three (3) publishings in all, with the last publication to be at least ten (10) days prior to the day of sale.
(4) The trustee shall make an affidavit stating that he or she has complied with subsections (2) and (3) of this section. The trustee shall make the above affidavit available for inspection at the time of the rescheduled sale together with any affidavit of mailing and posting, when required, which was not of record as required by subsection (7) of section 45-1506, Idaho Code, when the stay became effective. The affidavit or affidavits shall be attached to or incorporated in the trustee's deed.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-15/section-45-1506a/>

Idaho Rules of Civil Procedure Rule 2.7. Declarations.

Whenever these rules require or permit a written statement to be made under oath or affirmation, the statement may be made as provided in Idaho Code Section 9-1406. An affidavit includes a written certification or declaration made as provided in Idaho Code section 9-1406.

(Adopted March 1, 2016, effective July 1, 2016.)

From <https://isc.idaho.gov/ircp2.7-new>

Idaho Rules of Civil Procedure Rule 8. General Rules of Pleading.

(a) Claim for Relief. A pleading that states a claim for relief must contain:

(1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;

(2) a short and plain statement of the claim showing that the pleader is entitled to relief; and

(3) a demand for the relief sought, which may include relief in the alternative or different types of relief.

(b) Defenses; Admissions and Denials.

(1) *In General.* In responding to a pleading, a party must

be deemed to be tenants at sufferance.
(12) Whenever all or a portion of any obligation secured by a deed of trust which has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a beneficiary in accordance with the terms of the deed of trust, the grantor or his successor in interest in the trust property or any part thereof, or any beneficiary under a subordinate deed of trust or any person having a subordinate lien or encumbrance of record thereon, at any time within one hundred fifteen (115) days of the recording of the notice of default under such deed of trust, if the power of sale therein is to be exercised, or otherwise at any time prior to the entry of a decree of foreclosure, may pay to the beneficiary or their successors in interest, respectively, the entire amount then due under the terms of the deed of trust and the obligation secured thereby, including costs and expenses actually incurred in enforcing the terms of such obligation and a reasonable trustee's fee subject to the limitations imposed by subsection (6) of section 45-1502, Idaho Code, and attorney's fees as may be provided in the promissory note, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default theretofore existing, and thereupon, all proceedings theretofore had or instituted shall be dismissed or discontinued and the obligation and deed of trust shall be reinstated and shall be and remain in force and effect, the same as if no acceleration had occurred.
(13) Any mailing to persons outside the United States and its territories required by this chapter may be made by ordinary first class mail if certified or registered mail service is unavailable.
(14) Service by mail in accordance with the provisions of this section shall be deemed effective at the time of mailing.
(15) On or after the tenth day, as provided in subsection (11) of this section, if the property is reasonably determined by the purchaser to be unoccupied, the purchaser may:
(a) Dispose of any titled personal property remaining on the premises in the manner described by applicable law; and
(b) Remove any nontitled personal property from the premises and place it in suitable storage. The purchaser may dispose of the nontitled personal property only after providing ninety (90) days' written notice as follows:

- (i) First class mail to the last known address of the last known occupant of the property; and
  (ii) Posting a notice in a conspicuous place on the premises that such nontitled personal property may be disposed of following such ninety (90) day period, and providing a name, address and phone number to contact regarding further information as to the location and disposition of such nontitled personal property; and
  (iii) The notice shall generally describe the nontitled personal property that was left on the premises and that the purchaser intends to dispose of the property and the anticipated method of disposition.

(c) If the owner of the nontitled personal property fails to claim the nontitled personal property within ninety (90) days of the date that written notice was provided under paragraph (b) of this subsection, then any and all of his rights in said property shall extinguish, and the purchaser shall have no further liability regarding said property or to any potential claimants of said property.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-15/section-45-1506/>

2022 Idaho Code
Title 73 - GENERAL CODE PROVISIONS
Chapter 1 - CONSTRUCTION OF STATUTES
Section 73-113 - CONSTRUCTION OF WORDS AND PHRASES.

Universal Citation: ID Code § 73-113 (2022)

73-113. CONSTRUCTION OF WORDS AND PHRASES. (1) The language of a statute should be given its plain, usual and ordinary meaning. Where a statute is clear and unambiguous, the expressed intent of the legislature shall be given effect without engaging in statutory construction. The literal words of a statute are the best guide to determining legislative intent.
(2) If a statute is capable of more than one (1) conflicting construction, the reasonableness of the proposed interpretations shall be considered, and the statute must be construed as a whole. Interpretations which would render the statute a nullity, or which would lead to absurd results, are disfavored.
(3) Words and phrases are construed according to the context and the approved usage of the language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning in law, or are defined in the succeeding section, are to be construed according to such peculiar and appropriate meaning or definition.

From <https://law.justia.com/codes/idaho/2022/title-73/chapter-1/section-73-113/>

2022 Idaho Code
Title 73 - GENERAL CODE PROVISIONS
Chapter 1 - CONSTRUCTION OF STATUTES
Section 73-111 - SEAL DEFINED.

Universal Citation: ID Code § 73-111 (2022)

73-111. SEAL DEFINED. When the seal of a court, public officer or person is required by law to be affixed to any paper, the word "seal" includes an impression of such seal upon the paper, alone, as well as upon wax or a wafer affixed thereto; or, alternatively, the seal may be the mark of a rubber stamp providing substantially the same information as the impression.

From <https://law.justia.com/codes/idaho/2022/title-73/chapter-1/section-73-111/>

2022 Idaho Code
Title 73 - GENERAL CODE PROVISIONS
Chapter 1 - CONSTRUCTION OF STATUTES
Section 73-109 - COMPUTATION OF TIME.

Universal Citation: ID Code § 73-109 (2022)

73-109. COMPUTATION OF TIME. The time in which any act provided by law is to be done is computed by excluding the first day, and including the last unless the last is a holiday and then it is also excluded.

From <https://law.justia.com/codes/idaho/2022/title-73/chapter-1/section-73-109/>

Idaho Rules of Civil Procedure Rule 9. Pleading Special Matters.

(a) Capacity or Authority to Sue; Legal Existence.

(1) *In General.* Except when required to show that the court has jurisdiction, a pleading need not allege:

(A) a party's capacity to sue or be sued;

(B) a party's authority to sue or be sued in a representative capacity; or

or represented to the consumer in the Spanish language, the written notice to be provided to the consumer and set forth in this section shall be in the Spanish language on a form to be prepared and made available by the office of the attorney general.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-16/section-45-1602/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 16 - CONSUMER FORECLOSURE PROTECTION ACT
Section 45-1603 - RIGHT OF RESCISSION OF CONTRACT.

Universal Citation: ID Code § 45-1603 (2022)

45-1603. RIGHT OF RESCISSION OF CONTRACT. (1) In addition to any other legal right to cancel or rescind a contract, any person whose property is in foreclosure as described in section 45-1505, Idaho Code, has the right to cancel or rescind any and all contracts or agreements relating to such property entered into during the foreclosure period within five (5) business days of entering into such contract or agreement. Neither funds nor an interest in the property shall be transferred or transferable until the five (5) days have passed.
(2) Cancellation occurs when such person gives written notice of cancellation to all other parties to the contract. Notice of cancellation need not take any particular form and, however expressed, is effective if it indicates the intention not to be bound by the contract.
(3) Notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid. Notice by certified mail, return receipt requested, addressed to the address specified in the contract or agreement, shall be conclusive proof of notice of service.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-16/section-45-1603/>

Idaho Rules of Civil Procedure Rule 2.2. Computing and Extending Time.

(a) Computing Time. The following apply in computing any time period specified in these rules, in any local rule or court order, or in any statute that does not specify a method of computing time.

(1) *Generally*. When the period is stated in days or a longer unit of time:

(A) exclude the day of the event that triggers the period;

(B) count every day, including intermediate Saturdays, Sundays, and legal holidays; and

(C) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(2) *Inaccessibility of the Clerk's Office.* Unless the court orders otherwise, if the clerk's office is inaccessible, then the time for filing is extended to the first accessible day that is not a Saturday, Sunday, or legal holiday.

(b) Extending Time.

(1) *In General.* When an act may or must be done within a specified time, the court may, for good cause, extend the time:

(A) with or without motion or notice if the court acts, or if a request is made, before the original time or its extension expires; or

(B) on motion made after the time has expired if the party failed to act because of excusable neglect.

(2) *By Stipulation*. The parties may extend time by written stipulation, filed before or after expiration of the time period, if the extension does not disturb the orderly dispatch of business or the convenience of the court.

(3) *Exceptions*. A court must not extend the time to act under Rules 50(b), 52(b), 59(b), (d), and (e), and 60(b).

(c) Additional Time After Service by Mail. When a party may or must act within a specified time after service and service is made by mail, 3 days are added to the specified time.

From <https://isc.idaho.gov/ircp2.2-new>

Idaho Rules of Civil Procedure Rule 2.3. Serving Notice of an Order or Judgment.

(a) Proposed Order or Judgment. The prevailing party, or other party designated by the court to draft a proposed order or judgment, must serve a copy of the proposed order or judgment on each party and must provide to the clerk sufficient copies for service upon all parties, together with envelopes addressed to each party with sufficient postage attached, unless otherwise ordered by the court.

(b) Service of Entered Order or Judgment. Immediately after entering an order or judgment, the clerk of the district court, or magistrates division, must serve a copy of it on every party, with the clerk's filing stamp showing the date of filing. The order or judgment may be served by mailing, emailing, or delivering it to the attorney of record for each party, or if the party is not represented by an attorney, by mailing to the party at the address designated by the prevailing party as most likely to give notice to that party. The clerk must make a note in the court records of the mailing of the entered order. Mailing is sufficient notice for all purposes for which notice of the entry of an order is required by these rules.

(c) Time to Appeal Not Affected by Lack of Notice. Lack of notice of entry of an order or judgment does not affect the time to appeal or to file a post-judgment motion, or relieve or authorize the court to relieve a party for failure to appeal or file a post-trial motion within the time allowed, except where there is no showing of mailing by the clerk in the court records and the affected party had no actual notice.

From <https://isc.idaho.gov/ircp2.3-new>

Idaho Rules of Civil Procedure Rule 2.4. Setting Hearings by Court.

The court on its own initiative may notice for hearing any motion, trial or proceeding which is pending before it by notice to all parties in conformance with these rules.

From <https://isc.idaho.gov/ircp2.4-new>

(3) a demand for the relief sought, which may include relief in the alternative or different types of relief.

(b) Defenses; Admissions and Denials.

(1) *In General*. In responding to a pleading, a party must:

(A) state in short and plain terms its defenses to each claim asserted against it; and

(B) admit or deny the allegations asserted against it by an opposing party.

(2) *Denials; Responding to the Substance*. A denial must fairly respond to the substance of the allegation.

(3) *General and Specific Denials.* A party that intends in good faith to deny all the allegations of a pleading, including the jurisdictional grounds, may do so by a general denial. A party that does not intend to deny all the allegations must either specifically deny designated allegations or generally deny all except those specifically admitted.

(4) *Denying Part of an Allegation.* A party that intends in good faith to deny only part of an allegation must admit the part that is true and deny the rest.

(5) *Lacking Knowledge or Information*. A party that lacks knowledge or information sufficient to form a belief about the truth of an allegation must so state, and the statement has the effect of a denial.

(6) *Effect of Failing to Deny*. An allegation, other than one relating to the amount of damages, is admitted if a responsive pleading is required and the allegation is not denied. If a responsive pleading is not required, an allegation is considered denied or avoided.

(c) Affirmative Defenses.

(1) *In General.* In responding to a pleading, a party must affirmatively state any avoidance or affirmative defense, including:

(A) accord and satisfaction;

(B) arbitration and award;

(C) assumption of risk;

(D) contributory or comparative responsibility;

(E) duress;

(F) estoppel;

(G) failure of consideration;

(H) fraud;

(I) illegality;

(J) injury by fellow servant;

(K) laches;

(L) license;

(M) payment;

(N) release;

(O) res judicata;

(P) statute of frauds;

(Q) statute of limitations;

(R) waiver; and

(S) discharge in bankruptcy.

(2) *Mistaken Designation.* If a party mistakenly designates a defense as a counterclaim, or a counterclaim as a defense, the court must, if justice requires, treat the pleading as though it were correctly designated, and may impose terms for doing so.

(d) Pleadings to be Concise and Direct; Alternative Statements; Inconsistency.

(1) *In General*. Each allegation must be simple, concise, and direct. No technical form is required.

(2) *Alternative Statements of a Claim or Defense.* A party may set out 2 or more statements of a claim or defense alternatively or hypothetically, either in a single count or defense or in separate ones. If a party makes alternative statements, the pleading is sufficient if any one of them is sufficient.

(3) *Inconsistent Claims or Defenses*. A party may state as many separate claims or defenses as it has, regardless of consistency.

(e) Construing Pleadings. Pleadings must be construed so as to do justice.

From <https://isc.idaho.gov/ircp8-new>

Idaho Rules of Civil Procedure Rule 1. Scope of Rules; District Court Rules.

(a) Title. These rules may be known and cited as the Idaho Rules of Civil Procedure, or abbreviated I.R.C.P.

(b) Scope of Rules. These rules govern the procedure and apply uniformly in the district courts and the magistrate's divisions of the district courts in the State of Idaho in all actions, proceedings and appeals of a civil nature; except that proceedings in the small claims department are governed by these rules only as provided by The Idaho Small Claims Rules and family law proceedings as identified in Rule 101, Idaho Rules of Family Law Procedure (IRFLP) are governed by the IRFLP. All references in these rules to the court or district court include the magistrate's division, and all references to judges or clerks include magistrates and their clerks and a judge pro tempore appointed pursuant to Idaho Court Administrative Rule 4. These rules should be construed and administered to secure the just, speedy and inexpensive determination of every action and proceeding.

(c) District Court Rules. The district courts of each judicial district by majority vote of all district judges may make rules governing the internal case management and procedure of the

allege:

(A) a party's capacity to sue or be sued;

(B) a party's authority to sue or be sued in a representative capacity; or

(C) the legal existence of an organized association of persons that is made a party.

(2) *Raising Those Issues*. To raise any of those issues, a party must do so by a specific denial, which must state any supporting facts that are peculiarly within the party's knowledge.

(3) *Unknown Owner; Unknown Heirs or Devisees*. When persons are made parties by designation of unknown owners of property, the pleader must briefly allege such facts known by the pleader to identify the unknown owners and their connection to the claim, including a brief description of the property. When persons are made parties by designation of unknown heirs or devisees of any deceased person, the pleader must briefly allege such facts known by the pleader to identify the unknown heirs or devisees and their connection to the claim, including the name of the deceased person.

(b) Fraud or Mistake; Conditions of Mind; Violation of Rights. In alleging fraud or mistake, or a violation of civil or constitutional rights, a party must state with particularity the circumstances constituting the fraud or mistake or the violation of civil or constitutional rights. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally.

(c) Conditions Precedent. In pleading conditions precedent, it suffices to allege generally that all conditions precedent have occurred or been performed. But when denying that a condition precedent has occurred or been performed, a party must do so with particularity.

(d) Official Document or Act. In pleading an official document or official act, it suffices to allege that the document was legally issued or the act legally done, and to refer to any statute, regulation or ordinance by appropriate designation in the official or a recognized compilation.

(e) Judgment. In pleading a judgment or decision of a domestic or foreign court, a judicial or quasi-judicial tribunal, or a board or officer, it suffices to plead the judgment or decision without showing jurisdiction to render it.

(f) Time and Place. An allegation of time or place is material when testing the sufficiency of a pleading.

(g) Damages. If an item of special damage is claimed, it must be specifically stated by category and specific dollar amounts may be alleged. When items of general damage or punitive damages are alleged, the pleading must not allege or state a dollar amount or figure, except that it may state that the amount claimed meets a jurisdictional threshold.

(h) Limitations. In pleading the statute of limitations it is sufficient to state generally that the action is barred, and the applicable statute or Session Law relied upon must be pled with particularity.

(i) Libel and Slander. In an action for libel or slander it is sufficient to state, generally, the defamatory matter that was published or spoken concerning the plaintiff. In such an action, the defendant may in his answer, allege both the truth of the alleged defamatory statement, and any mitigating circumstances to reduce the amount of damages.

(j) Description of Real Property. In an action for the recovery of real property, the property at issue must be described sufficiently as to enable an officer, upon execution, to identify it.

From <https://isc.idaho.gov/ircp9-new>

Idaho Rules of Civil Procedure Rule 2. Form of Documents; Caption; Name of Parties; Language; Abbreviation; and Numbers.

(a) Form, Caption and Name – Generally. The following requirements apply to all documents filed with the court:

(1) they must be printed in black ink using a computer printer, word processor or typewriter on 8 ½" by 11" white paper, except that:

(A) prisoners incarcerated or detained in a state prison or county jail may file documents under this rule that are legibly hand-printed in black ink; and

(B) forms approved by the Supreme Court or the Administrative District Judge or distributed through the Court Assistance Office in the county where the action is pending may be completed by legibly hand-printing in black ink or by typing;

(2) they must contain a caption setting forth the names of the parties, the title of the court, the case number, the title of the document;

(3) the title of the court must commence not less than 3 inches from the top of the first page;

(4) the name, address, phone number, email address and currently valid Idaho State Bar Number of the attorney appearing of record or, if unrepresented, the address, phone number and email address (if any) of the self-represented party, must appear above the title of the court in the space to the left of the center of the page and beginning at least 1.2 inches below the top of the page;

(5) if an attorney is representing a party pro bono, this may be indicated immediately below the attorney's bar number with the words "pro bono" and an indication of any program sponsoring the pro bono appearance, such as Idaho Volunteer Lawyers Program, Idaho Legal Aid Clinic, or a law school clinic;

(6) the body of the document must be printed with double line spacing or one-and-one-half (1 1/2) line spacing with a font of not less than 11-point size and with margins of not less than 1.2 inches at the top and sides and not less than 1 inch at the bottom unless slightly smaller margins will allow a document to fit on a single page;

(7) the title of the document must appear at the bottom of each page;

(8) all attached exhibits must be clearly legible;

(9) all handwritten exhibits must be accompanied by a machine-printed duplicate;

(10) the nature of the document, filing fee category, and filing fee prescribed by Appendix "A" to these rules, must be stated if the document requires a filing fee; and

(11) the title of the action in the complaint must include the names of all of the parties, but in subsequent pleadings it is sufficient to state the name of the first party on each side with an appropriate indication of the other parties.

(b) Language of Pleadings. Pleadings must be in the English language.

(c) Abbreviations and Numbers. Common abbreviations may be used, and numbers may be expressed by words or numerals.

Idaho Rules of Civil Procedure Rule 2.4. Setting Hearings by Court.

The court on its own initiative may notice for hearing any motion, trial or proceeding which is pending before it by notice to all parties in conformance with these rules.

From <https://isc.idaho.gov/ircp2.4-new>

Idaho Rules of Civil Procedure Rule 2.5. Stipulations Not Binding on Court– Continuance of Trial or Hearing.

The parties to any action may present to the court a stipulation as to any procedural matter involved in any proceeding, including a stipulation to vacate or continue a hearing or trial, but the stipulation is to be considered as a joint motion by the parties to the court for its consideration, and is not binding on the court. The court may approve or disapprove the stipulation in the same manner as the court rules on a motion. The court may by oral or written notice to the parties limit the time within which a motion or stipulation to vacate or continue a hearing or trial must be made in order to be considered by the court.

From <https://isc.idaho.gov/ircp2.5-new>

Idaho Rules of Civil Procedure Rule 7. Pleadings Allowed; Form of Motions and Other Papers.

(a) Pleadings. Only these pleadings are allowed:

(1) a complaint;

(2) an answer to a complaint;

(3) an answer to a counterclaim designated as a counterclaim;

(4) an answer to a cross claim;

(5) a third party complaint;

(6) an answer to a third party complaint; and

(7) if the court orders one, a reply to an answer.

(b) Motions and Other Papers.

(1) *In General.* A request for a court order must be made by motion. That motion must:

(A) be in writing unless made during a hearing or trial;

(B) state with particularity the grounds for the relief sought including the number of the applicable civil rule, if any;

(C) state the relief sought; and

(2) *Proposed Order*. A proposed form of order, if included, must be a separate document.

(3) *Filing and Serving Motions, Affidavits and Briefs; Time Limits*.

(A) A written motion, affidavit(s) supporting the motion, memoranda or briefs supporting the motion, if any, and, if a hearing is requested, the notice of hearing for the motion, must be filed with the court and served so as to be received by the parties at least 14 days prior to the day designated for hearing.

(B) Affidavit(s) opposing the motion and opposing memoranda or briefs, if any, must be filed with the court and served so as to be received by the parties at least 7 days before the hearing.

(C) The moving party may file a reply brief or memorandum, which must be filed with the court and served so as to be received by the parties at least 2 days prior to the hearing.

(D) The moving party must indicate on the face of the motion whether oral argument is desired. If a brief or memorandum is not filed with the motion, the motion must indicate on the face of the motion whether the party intends to file a brief or memorandum supporting the motion.

(E) If the moving party does not request oral argument or does not timely file a supporting memorandum or brief, the court may deny the motion without further notice if it determines the motion does not have merit.

(F) If oral argument has been requested on any motion, the court may deny oral argument by written or oral notice from the court at least 1 day prior to the hearing. The court may limit oral argument at any time.

(G) If the office of the presiding judge is outside of the county in which the action is pending, the parties must simultaneously provide a copy of any notice, motion, affidavit, brief, or other document relating to a motion to the presiding judge in addition to filing the materials with the court of record.

(H) Any exception to the time limits in this rule may be granted by the court for good cause shown. If time does not permit a hearing or response on a motion to extend or shorten time, the court may rule without opportunity for response or hearing.

(I) The time limits in this rule do not apply to motions and other matters if a different time limit is provided by statute or by another rule of civil procedure.

From <https://isc.idaho.gov/ircp7-new>

Idaho Rules of Civil Procedure Rule 7.1. Evidence on a Motion.

When a motion relies on facts outside the record, the court may hear the matter on affidavits or may hear it wholly or partly on oral testimony or on depositions.

From <https://isc.idaho.gov/ircp7.1-new>

and a judge pro tempore appointed pursuant to Idaho Court Administrative Rule 4. These rules should be construed and administered to secure the just, speedy and inexpensive determination of every action and proceeding.

(c) District Court Rules. The district courts of each judicial district by majority vote of all district judges may make rules governing the internal case management and procedure of the district court including procedures for setting the time and place for the trial of actions and the hearing of all other proceedings and motions. District court rules must be consistent with these rules, and must be approved and published by order of the Supreme Court before the effective date, unless an emergency is declared by the Supreme Court, in which case the order may be declared to be effective immediately.

From <https://isc.idaho.gov/ircp1-new>

Idaho Rules of Civil Procedure Rule 11.2. Successive Applications for Orders or Writs; Motions for Reconsideration.

(a) Successive Applications.

(1) *In General.* In any action, if an application for any order or writ is denied in whole or in part, neither the party nor the party's attorney may make any subsequent application to any other judge, except by appeal to a higher court.

(2) *Second Order Vacated; Sanctions*. A writ or order obtained in violation of this section must be immediately vacated by the judge who issued it. The court must sanction a party and the attorney seeking an order or writ in violation of this rule as it may determine appropriate, including by assessing costs and attorney's fees incurred by a party in defense of the writ or order.

(3) *Constitutional Writ After Disclosure Allowed*. A second application seeking a constitutional writ may be made if the first application and adverse ruling on the application are disclosed to the second judge. Likewise a constitutional writ may be sought from the same judge, or judge succeeding the same judge, in an action after the application was originally denied.

(4) *Application to the Same Judge or Successor*. A party or attorney may renew an application to the same judge, or a succeeding judge, in an action after the application was originally denied; but this rule does not create the right to file a motion for reconsideration except as provided in subsection(b) of this rule.

(b) Motion for Reconsideration.

(1) *In General.* A motion to reconsider any order of the trial court entered before final judgment may be made at any time prior to or within 14 days after the entry of a final judgment. A motion to reconsider an order entered after the entry of final judgment must be made within 14 days after entry of the order.

(2) *Certain Orders Not Subject to Reconsideration*. No motion to reconsider an order of the trial court entered on any motion filed under Rules 50(a), 52(b), 55(c), 59(a), 59(e), 59.1, 60(a), or 60(b) may be made.

From <https://isc.idaho.gov/ircp11.2-new>

appropriate indication of the other parties.

(b) Language of Pleadings. Pleadings must be in the English language.

(c) Abbreviations and Numbers. Common abbreviations may be used, and numbers may be expressed by words or numerals.

From <https://isc.idaho.gov/ircp2-new>

2022 Idaho Code
Title 6 - ACTIONS IN PARTICULAR CASES
Chapter 4 - QUIETING TITLE — OTHER PROVISIONS RELATING TO ACTIONS CONCERNING REAL ESTATE
Section 6-413 - QUIET TITLE ACTION — DECREE.

Universal Citation: ID Code § 6-413 (2022)

6-413. QUIET TITLE ACTION — DECREE. The party seeking to maintain such action shall be entitled to a decree quieting title to his lands against the lien of any such judgment or mortgage upon proof that the collection and enforcement of such judgment or mortgage is barred by the Statute of Limitations and without the necessity of proving that any such judgment or the indebtedness secured by any such mortgage has been paid.

From <https://law.justia.com/codes/idaho/2022/title-6/chapter-4/section-6-413/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 12 - RECONVEYANCE
Section 45-1203 - PROCEDURE FOR RECONVEYANCE.

Universal Citation: ID Code § 45-1203 (2022)

45-1203. PROCEDURE FOR RECONVEYANCE. A title insurer or title agent may execute and record a reconveyance of a trust deed upon compliance with the following procedure:
(1) Not less than thirty (30) days after payment in full of the obligation secured by the trust deed and receipt of satisfactory evidence of payment in full has been effected, the title insurer or title agent may either: (a) mail a notice by certified mail with postage prepaid, return receipt requested, to the beneficiary or a servicer at its address set forth in the trust deed, and at any address for the beneficiary or servicer specified in the last recorded assignment of the trust deed, if any, and at any address for a beneficiary or servicer shown in any request for notice duly recorded pursuant to section 45-1511, Idaho Code; or (b) hand deliver a notice to the beneficiary or servicer. The notice shall be in substantially the following form and shall be accompanied by a copy of the reconveyance to be recorded:
NOTICE OF INTENT
TO RELEASE OR RECONVEY
TO: [Beneficiary] or [Servicer for Beneficiary]
FROM: [Title insurer or Title agent]
DATE: .....
Notice is hereby given to you as follows:
1. This notice concerns the trust deed described as follows:
Trustor: .....
Beneficiary: .....
Recording information:
Entry No.:
Book No.:
Page No.:
2. The undersigned claims to have fully paid or received satisfactory evidence of the payment in full of the obligation secured by the trust deed described above.
3. Unless, within sixty (60) days following the date stated above, the undersigned has received by certified mail, return receipt requested, directed to the address noted below a notice stating that you have not received payment in full of all obligations secured by the trust deed or that you otherwise object to reconveyance of the trust deed, the undersigned will fully release and reconvey the trust deed pursuant to chapter 12, title 45, Idaho Code.
4. A copy of the reconveyance or release of the trust deed is enclosed with this notice.
[Title insurer/Title agent] [Address]
(2) Sixty (60) days shall elapse following the mailing, in the case of certified mail, or delivery, in the case of hand delivery, of the notice prescribed in subsection (1) of this section.
(3) If the title insurer or title agent has not upon expiration of that sixty (60) day period received any objection under section 45-1204, Idaho Code, the title insurer or title agent may then execute, acknowledge, and record a reconveyance of the trust deed in substantially the following form:
RECONVEYANCE OF TRUST DEED
[To be used concerning trust deeds as defined in section 45-1502, Idaho Code]
....., a [Title insurer/Title agent] authorized to act in the State of Idaho does hereby, pursuant to chapter 27, title 41, Idaho Code, reconvey, without warranty, to the person or persons legally entitled thereto, the following trust property covered by a Trust Deed naming ....., as trustor, and ....., as beneficiary, which was recorded on ..... in Book ..... at Page ..... as Entry No. ..... :
The following described property located in ..... County, State of Idaho:
[Property Description]
The undersigned title insurer/title agent hereby certifies as follows:
1. The undersigned title insurer/title agent has fully paid or received satisfactory evidence of the payment in full of the obligation secured by said Trust Deed.
2. Not less than thirty (30) days following the payment in full of said Trust Deed, the undersigned hand delivered or mailed by certified mail, return receipt requested, to the record beneficiary or a servicer for the record beneficiary under said Trust Deed at its record address a notice as required in section 45-1203(1), Idaho Code.
3. In excess of sixty (60) days elapsed after the mailing of said notice and no objection to said reconveyance has been received by the undersigned.
Dated .....
[acknowledgment]
(4) A reconveyance of a trust deed, when executed and acknowledged in substantially the form prescribed in subsection (3) of this section shall be entitled to recordation and, when recorded, shall constitute a reconveyance of the trust deed identified therein, irrespective of any deficiency in the reconveyance procedure not disclosed in the release or reconveyance that is recorded other than forgery of the title insurer or title agent's signature. The reconveyance of a trust deed pursuant to this chapter shall not itself discharge any personal obligation that was secured by the trust deed at the time of its reconveyance.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-12/section-45-1203/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 12 - RECONVEYANCE
Section 45-1204 - OBJECTIONS TO RECONVEYANCES.

Universal Citation: ID Code § 45-1204 (2022)

45-1204. OBJECTIONS TO RECONVEYANCES. The title insurer or title agent shall not record a reconveyance of a trust deed if, prior to the expiration of the sixty (60) day period specified in section 45-1203(2), Idaho Code, the title insurer or title agent receives a notice on behalf of the beneficiary or servicer stating that the trust deed continues to secure an obligation or otherwise objecting to reconveyance of the trust deed.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-12/section-45-1204/>

2022 Idaho Code
Title 55 - PROPERTY IN GENERAL
Chapter 6 - TRANSFER OF REAL PROPERTY
Section 55-601 - CONVEYANCE — HOW MADE.

Universal Citation: ID Code § 55-601 (2022)

55-601. CONVEYANCE — HOW MADE. A conveyance of an estate in real property may be made by an instrument in writing, subscribed by the party disposing of the same, or by his agent thereunto authorized by writing. The name of the grantee and his complete mailing address must appear on such instrument.

From <https://law.justia.com/codes/idaho/2022/title-55/chapter-6/section-55-601/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 12 - RECONVEYANCE
Section 45-1202 - CONDITIONS TO RECONVEYANCE.

Universal Citation: ID Code § 45-1202 (2022)

45-1202. CONDITIONS TO RECONVEYANCE. A title insurer or title agent may reconvey a trust deed pursuant to the procedure prescribed in section 45-1203, Idaho Code, if the obligation secured by the trust deed shall have been fully paid by the title insurer or title agent that is permitted to reconvey the trust deed pursuant to section 45-1203, Idaho Code, or such title insurer or title agent shall possess satisfactory evidence of such payment in full. A title insurer or title agent may provide a reconveyance under section 45-1203, Idaho Code, whether or not it is then named as trustee under a trust deed.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-12/section-45-1202/>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 15 - TRUST DEEDS
Section 45-1514 - RECONVEYANCE UPON SATISFACTION OF OBLIGATION.

Universal Citation: ID Code § 45-1514 (2022)

45-1514. RECONVEYANCE UPON SATISFACTION OF OBLIGATION. Upon performance of the obligation secured by the deed of trust, the trustee upon written request of the beneficiary shall reconvey the estate of real property described in the deed of trust to the grantor; providing that in the event of such performance and the refusal of any beneficiary to so request or the trustee to so reconvey, as above provided, such beneficiary or trustee shall be liable as provided by law in the case of refusal to execute a discharge or satisfaction of a mortgage on real property.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-15/section-45-1514/>

Contemptuous

Thursday, February 16, 2023 4:48 PM

I.R.C.P. 11.2. Successive Applications for Orders or Writs; Motions for Reconsideration
Published on Supreme Court (https://isc.idaho.gov)
I.R.C.P. 11.2. Successive Applications for Orders or Writs; Motions
for Reconsideration
Idaho Rules of Civil Procedure Rule 11.2. Successive Applications for Orders or Writs; Motions for Reconsideration.
(a) Successive Applications.
(1) In General. In any action, if an application for any order or writ is denied in whole or in part, neither the party nor the
party's attorney may make any subsequent application to any other judge, except by appeal to a higher court.
(2) Second Order Vacated; Sanctions. A writ or order obtained in violation of this section must be immediately vacated
by the judge who issued it. The court must sanction a party and the attorney seeking an order or writ in violation of this
rule as it may determine appropriate, including by assessing costs and attorney's fees incurred by a party in defense
of the writ or order.
(3) Constitutional Writ After Disclosure Allowed. A second application seeking a constitutional writ may be made if the
first application and adverse ruling on the application are disclosed to the second judge. Likewise a constitutional writ
may be sought from the same judge, or judge succeeding the same judge, in an action after the application was
originally denied.
(4) Application to the Same Judge or Successor. A party or attorney may renew an application to the same judge, or a
succeeding judge, in an action after the application was originally denied; but this rule does not create the right to file a
motion for reconsideration except as provided in subsection(b) of this rule.
(b) Motion for Reconsideration.
(1) In General. A motion to reconsider any order of the trial court entered before final judgment may be made at any
time prior to or within 14 days after the entry of a final judgment. A motion to reconsider an order entered after the entry
of final judgment must be made within 14 days after entry of the order.
(2) Certain Orders Not Subject to Reconsideration. No motion to reconsider an order of the trial court entered on any
motion filed under Rules 50(a), 52(b), 55(c), 59(a), 59(e), 59.1, 60(a), or 60(b) may be made.
(Adopted March 1, 2016, effective July 1, 2016; amended September 9, 2016, effective September 9, 2016.)
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I.R.C.P. 11.2. Successive Applications for Orders or Writs; Motions for Reconsideration
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https://www.law.cornell.edu/rules/frcp/rule_6

While there is no definitive list of the "required procedures" that due process requires, Judge Henry Friendly generated a list that remains highly influential, as to both content and relative priority:

1. An unbiased tribunal.
2. Notice of the proposed action and the grounds asserted for it.
3. Opportunity to present reasons why the proposed action should not be taken.
4. The right to present evidence, including the right to call witnesses.
5. The right to know opposing evidence.
6. The right to cross-examine adverse witnesses.
7. A decision based exclusively on the evidence presented.
8. Opportunity to be represented by counsel.
9. Requirement that the tribunal prepare a record of the evidence presented.
10. Requirement that the tribunal prepare written findings of fact and reasons for its decision.

This is not a list of procedures which are required to prove due process, but rather a list of the kinds of procedures that might be claimed in a "due process" argument, roughly in order of their perceived importance.

From <https://www.law.cornell.edu/wex/due_process>

2022 Idaho Code
Title 7 - SPECIAL PROCEEDINGS
Chapter 6 - CONTEMPTS
Section 7-601 - CONTEMPTS DEFINED.

Universal Citation: ID Code § 7-601 (2022)

7-601. CONTEMPTS DEFINED. The following acts or omissions in respect to a court of justice, or proceedings therein, are contempts of the authority of the court:
1. Disorderly, contemptuous or insolent behavior toward the judge while holding the court, tending to interrupt the due course of a trial or other judicial proceedings.
2. A breach of the peace, boisterous conduct, or violent disturbance tending to interrupt the due course of a trial or other judicial proceedings.
3. Misbehavior in office or other wilful neglect or violation of duty by an attorney, counsel, clerk, sheriff, coroner or other person appointed or elected to perform a judicial or ministerial service.
4. Deceit or abuse of the process or proceedings of the court by a party to an action or special proceeding.
5. Disobedience of any lawful judgment, order or process of the court.
6. Assuming to be an officer, attorney, counsel of a court, and acting as such without authority.
7. Rescuing any person or property in the custody of an officer by virtue of an order or process of such court.
8. Unlawfully detaining a witness or party to an action while going to, remaining at, or returning from, the court where the action is on the calendar for trial.
9. Any other unlawful interference with the process or proceedings of a court.
10. Disobedience of a subpoena duly served, or refusing to be sworn or answer as a witness.
11. When summoned as a juror in a court, neglecting to attend or serve as such, or improperly conversing with a party to an action to be tried at such court, or with any other person in relation to the merits of such action, or receiving a communication from a party or other person in respect to it, without immediately disclosing the same to the court.
12. Disobedience, by an inferior tribunal, magistrate or officer of the lawful judgment, order or process of a superior court, or proceeding in an action or special proceeding contrary to law, after such action or special proceeding is removed from the jurisdiction of such inferior tribunal, magistrate or officer.
Disobedience of the lawful orders or process of a judicial officer is also a contempt of the authority of such officer.

From <https://law.justia.com/codes/idaho/2022/title-7/chapter-6/section-7-601/>

2022 Idaho Code
Title 7 - SPECIAL PROCEEDINGS

order entered after the entry
of final judgment must be made within 14 days after entry of the order.
(2) Certain Orders Not Subject to Reconsideration. No motion to reconsider an order of the trial court entered on any
motion filed under Rules 50(a), 52(b), 55(c), 59(a), 59(e), 59.1, 60(a), or 60(b) may be made.
(Adopted March 1, 2016, effective July 1, 2016; amended September 9, 2016, effective September 9, 2016.)
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I.R.E. 104. Preliminary Questions.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 104. Preliminary Questions.
Idaho Rules of Evidence Rule 104. Preliminary Questions.
(a) In General. The court must decide any preliminary question about whether a witness is qualified, a
privilege exists, or evidence is admissible. In so deciding, the court is not bound by evidence rules,
except those on privilege.
(b) Relevance That Depends on a Fact. When the relevance of evidence depends on whether a fact
exists, proof must be introduced sufficient to support a finding that the fact does exist. The court may
admit the proposed evidence on the condition that the proof be introduced later.
(c) Conducting a Hearing So That the Jury Cannot Hear It. The court must conduct any hearing on a preliminary question so that the jury cannot hear it if:
(1) the hearing involves the admissibility of a confession;
(2) a defendant in a criminal case is a witness and so requests; or
(3) justice so requires.
(d) Cross-Examining a Defendant in a Criminal Case. By testifying on a preliminary question, a defendant in a criminal case does not become subject to cross-examination on other issues in the case.
(e) Evidence Relevant to Weight and Credibility. This rule does not limit a party's right to introduce before the jury evidence that is relevant to the weight or credibility of other evidence.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire104
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I.R.E. 201. Judicial Notice of Adjudicative Facts.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 201. Judicial Notice of Adjudicative Facts.
Article II. Judicial Notice
Idaho Rules of Evidence Rule 201. Judicial Notice of Adjudicative Facts.
(a) Scope. This rule governs judicial notice of an adjudicative fact only, not a legislative fact.
(b) Kinds of Facts That May Be Judicially Noticed. The court may judicially notice a fact that is not subject to reasonable dispute because it:
(1) is generally known within the trial court's territorial jurisdiction; or
(2) can be accurately and readily determined from sources whose accuracy cannot reasonably be
questioned.
(c) Taking Notice. The court:
(1) may take judicial notice on its own; or
(2) must take judicial notice if a party requests it and the court is supplied with the necessary information.
When a court takes judicial notice of records, exhibits, or transcripts from the court file in the same or a
separate case, the court must identify the specific documents or items so noticed. When a party requests judicial notice of records, exhibits, or transcripts from the court file in the same or a separate
case, the party must identify the specific items for which judicial notice is requested or offer to the court
and serve on all parties copies of those items.
(d) Timing. The court may take judicial notice at any stage of the proceeding.
(e) Opportunity To Be Heard. On timely request, a party is entitled to be heard on the propriety of
taking judicial notice and the nature of the fact to be noticed. If the court takes judicial notice before
notifying a party, the party, on request, is still entitled to be heard.
(f) Instructing the Jury. In a civil case, the court must instruct the jury to accept the noticed fact as conclusive. In a criminal case, the court must instruct the jury that it may or may not accept the noticed
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I.R.E. 201. Judicial Notice of Adjudicative Facts.
Published on Supreme Court (https://isc.idaho.gov)
fact as conclusive.
(Adopted March 26, 2018, effective July 1, 2018; amended January 13, 2021, effective January 13, 2021.)
Source URL: https://isc.idaho.gov/ire201
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I.R.E. 301. Presumption in General in Civil Actions and Proceedings.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 301. Presumption in General in Civil Actions and
Proceedings.
Article III. Presumptions
Idaho Rules of Evidence Rule 301. Presumptions in Civil Cases Generally.

2022 Idaho Code
Title 7 - SPECIAL PROCEEDINGS
Chapter 6 - CONTEMPTS
Section 7-603 - CONTEMPT IN PRESENCE OF COURT — PUNISHMENT.

Universal Citation: ID Code § 7-603 (2022)

7-603. CONTEMPT IN PRESENCE OF COURT — PUNISHMENT. When a contempt is committed in the immediate view and presence of the court, or judge at chambers, it may be punished summarily; for which an order must be made, reciting the facts as occurring in such immediate view and presence, adjudging that the person proceeded against is thereby guilty of a contempt, and that he be punished as therein prescribed. When the contempt is not committed in the immediate view and presence of the court, or judge at chambers, an affidavit shall be presented to the court or judge of the facts constituting the contempt, or a statement of the facts by the referees or arbitrators, or other judicial officer.

From <https://law.justia.com/codes/idaho/2022/title-7/chapter-6/section-7-603/>

2022 Idaho Code
Title 73 - GENERAL CODE PROVISIONS
Chapter 1 - CONSTRUCTION OF STATUTES
Section 73-118 - PAST OFFENSES MAY BE PROSECUTED.

Universal Citation: ID Code § 73-118 (2022)

73-118. PAST OFFENSES MAY BE PROSECUTED. All offenses committed and all penalties or forfeitures incurred prior to said repeal, may be prosecuted and punished in the same manner and with the same effect as if said repeal had not been made.

From <https://law.justia.com/codes/idaho/2022/title-73/chapter-1/section-73-118/>

(a) Effect. In a civil case, unless a statute, Idaho appellate decision, or these rules provide otherwise,
the party against whom a presumption is directed has the burden of producing evidence to rebut the
presumption. But this rule does not shift the burden of persuasion, which remains on the party who had
it originally. The burden of producing evidence is satisfied by evidence sufficient to permit reasonable
minds to conclude that the presumed fact does not exist. If the party against whom the presumption
operates does not meet the burden of producing evidence, the presumed fact must be deemed proved.
If that party meets the burden of producing evidence, the jury must not be instructed on the
presumption and the trier of fact may determine the existence or nonexistence of the presumed fact
without regard to the presumption.
(b) Jury Instructions. When a presumption operates in a civil case, the court must instruct the jury
that the fact has been proved without using the term “presumption.”
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire301
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I.R.E. 302. Applicability of Federal Law in Civil Cases.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 302. Applicability of Federal Law in Civil Cases.
Idaho Rules of Evidence Rule 302. Applying Federal Law to Presumptions in Civil Cases.
In a civil case, federal law governs the effect of a presumption regarding a claim or defense for which
federal law supplies the rule of decision.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire302
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I.R.E. 403. Exclusion of Relevant Evidence on Grounds of Prejudice, Confusion, or Waste
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 403. Exclusion of Relevant Evidence on Grounds of
Prejudice, Confusion, or Waste of Time.
Idaho Rules of Evidence Rule 403. Excluding Relevant Evidence for Prejudice, Confusion,
Waste of Time, or Other Reasons.
The court may exclude relevant evidence if its probative value is substantially outweighed by a danger
of one or more of the following: unfair prejudice, confusing the issues, misleading the jury, undue delay,
wasting time, or needlessly presenting cumulative evidence.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire403
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I.R.E. 404. Character Evidence not Admissible to Prove Conduct; Exceptions; Other Crimes.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 404. Character Evidence not Admissible to Prove Conduct;
Exceptions; Other Crimes.
Idaho Rules of Evidence Rule 404. Character Evidence; Crimes or Other Acts.
(a) Character Evidence.
(1) Prohibited Uses. Evidence of a person's character or trait of character is not admissible to prove
that on a particular occasion the person acted in accordance with the character or trait.
(2) Exceptions for a Defendant or Victim in a Criminal Case. The following exceptions apply in a criminal case:
(A) a defendant may offer evidence of the defendant’s pertinent trait, and if the evidence is admitted,
the prosecutor may offer evidence to rebut it;
(B) a defendant may offer evidence of an alleged victim’s pertinent trait of character, and if the evidence is admitted, the prosecutor may offer evidence to rebut it;
(C) in a homicide case, the prosecutor may offer evidence of the alleged victim’s trait of peacefulness to
rebut evidence that the victim was the first aggressor.
(3) Exceptions for a Witness. Evidence of a witness’s character may be admitted under Rules 607, 608
and 609.
(b) Crimes, Wrongs, or Other Acts.
(1) Prohibited Uses. Evidence of a crime, wrong, or other act is not admissible to prove a person’s
character in order to show that on a particular occasion the person acted in accordance with the character.
(2) Permitted Uses; Notice in a Criminal Case. This evidence may be admissible for another purpose,
such as proving motive, opportunity, intent, preparation, plan, knowledge, identity, absence of mistake,
or lack of accident. In a criminal case, the prosecutor must:
(A) file and serve reasonable notice of the general nature of any such evidence that the prosecutor
intends to offer at trial; and
(B) do so reasonably in advance of trial – or during trial if the court, for good cause shown, excuses lack
of pretrial notice.

I.R.E. 404. Character Evidence not Admissible to Prove Conduct; Exceptions; Other Crimes.
Published on Supreme Court (https://isc.idaho.gov)
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire404

I.R.E. 408. Compromise and Offers to Compromise.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 408. Compromise and Offers to Compromise.
Idaho Rules of Evidence Rule 408. Compromise and Offers to Compromise.
(a) Prohibited Uses. Evidence of the following is not admissible – on behalf of any party – either to
prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent
statement or a contradiction:
(1) furnishing, promising, or offering – or accepting, promising to accept, or offering to accept – a valuable consideration in compromising or attempting to compromise the claim; and
(2) conduct or a statement made during compromise negotiations about the claim. Compromise negotiations encompass mediation.
(b) Exceptions. The court may admit this evidence for another purpose, such as proving a witness's
bias or prejudice, negating a contention of undue delay, or proving an effort to obstruct a criminal
investigation or prosecution. This rule does not require the exclusion of any evidence otherwise discoverable merely because it is presented in the course of compromise negotiations.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire408

I.R.E. 410. Inadmissibility of Pleas, Plea Discussions, and Related Statements.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 410. Inadmissibility of Pleas, Plea Discussions, and Related
Statements.
Idaho Rules of Evidence Rule 410. Pleas, Plea Discussions, and Related Statements.
(a) Prohibited Uses. In a civil or criminal case, evidence of the following is not admissible against the
defendant who made the plea or was a participant in the plea discussions:
(1) a guilty plea that was later withdrawn;
(2) a nolo contendere plea;
(3) a statement made during a proceeding on either of those pleas under Idaho Criminal Rule 11 or a
comparable federal or state procedure; or
(4) a statement made during plea discussions with an attorney for the prosecuting authority if the
discussions did not result in a guilty plea or they resulted in a later-withdrawn guilty plea.
(b) Exceptions. The court may admit a statement described in Rule 410(a)(3) or (4):
(1) in any proceeding in which another statement made during the same plea or plea discussions has
been introduced, if in fairness the statements ought to be considered together; or
(2) in a criminal proceeding for perjury or false statement, if the defendant made the statement under
oath, on the record, and with counsel present; or
(3) under subsection (a)(3) above, in the same criminal action or proceeding for impeachment purposes.

I.R.E. 410. Inadmissibility of Pleas, Plea Discussions, and Related Statements.
Published on Supreme Court (https://isc.idaho.gov)
(Adopted March 26, 2018, effective July 1, 2018; amended January 13, 2021, effective January 13, 2021.)
Source URL: https://isc.idaho.gov/ire410

I.R.E. 414. Inadmissibility of Expressions of Condolence or Sympathy.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 414. Inadmissibility of Expressions of Condolence or
Sympathy.
Idaho Rules of Evidence Rule 414. Expressions of Condolence or Sympathy.
(a) Prohibited Uses. In any civil action brought by or on behalf of a patient who experiences an unanticipated outcome of medical care, or in any arbitration proceeding related to, or in lieu of, such
civil action, all statements and affirmations, whether in writing or oral, and all gestures or conduct
expressing sympathy, commiseration, condolence, or compassion, made by a health care professional
or an employee of a health care professional to a patient or family member or friend of a patient, which
relate to the care provided to the patient, or which relate to the discomfort, pain, suffering, injury, or
death of the patient as the result of the unanticipated outcome of medical care is not admissible as
evidence of an admission of liability or on the issue of damages.
(b) Exceptions. Notwithstanding subsection (1) of this rule, a statement of fault which is otherwise
admissible and is part of or in addition to a statement identified in subsection (a) may be

admissible.
(c) Definitions. For purposes of this rule:
(1) "Health care professional" means any person licensed, certified, or registered by the state of Idaho to deliver health care and any clinic, hospital, nursing home, ambulatory surgical center or other
place in which health care is provided. The term also includes any professional corporation or other
professional entity comprised of such health care professionals as permitted by the laws of Idaho.
(2) "Unanticipated outcome" means the outcome of a medical treatment or procedure that differs from
an expected, hoped for or desired result.
(Adopted March 26, 2018, effective July 1, 2018.)
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I.R.E. 701. Opinion Testimony by Lay Witness.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 701. Opinion Testimony by Lay Witness.
Idaho Rules of Evidence Rule 701. Opinion Testimony by Lay Witnesses.
If a witness is not testifying as an expert, testimony in the form of an opinion or inference is limited to
one that is:
(a) rationally based on the witness's perception;
(b) helpful to clearly understanding the witness's testimony or to determining a fact in issue; and
(c) not based on scientific, technical, or other specialized knowledge within the scope of Rule 702.
(Adopted March 26, 2018, effective July 1, 2018.)
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I.R.E. 702. Testimony by Experts.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 702. Testimony by Experts.
Idaho Rules of Evidence Rule 702. Testimony by Expert Witnesses.
A witness who is qualified as an expert by knowledge, skill, experience, training, or education may
testify in the form of an opinion or otherwise if the expert's scientific, technical, or other specialized
knowledge will help the trier of fact to understand the evidence or to determine a fact in issue.
(Adopted March 26, 2018, effective July 1, 2018.)
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I.R.E. 703. Basis of Opinion Testimony by Experts.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 703. Basis of Opinion Testimony by Experts.
Idaho Rules of Evidence Rule 703. Bases of an Expert's Opinion Testimony.
An expert may base an opinion on facts or data in the case that the expert has been made aware of or
personally observed. If experts in the particular field would reasonably rely on those kinds of facts or
data in forming an opinion or inference on the subject, they need not be admissible for the opinion to be
admitted. But if the facts or data would otherwise be inadmissible, the proponent of the opinion may
disclose them to the jury only if their probative value in helping the jury evaluate the opinion
substantially outweighs their prejudicial effect.
(Adopted March 26, 2018, effective July 1, 2018.)
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I.R.E. 704. Opinion on Ultimate Issue.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 704. Opinion on Ultimate Issue.
Idaho Rules of Evidence Rule 704. Opinion on Ultimate Issue.
An opinion or inference is not objectionable just because it embraces an ultimate issue.
(Adopted March 26, 2018, effective July 1, 2018.)
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I.R.E. 705. Disclosure of Facts or Data Underlying Expert Opinion.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 705. Disclosure of Facts or Data Underlying Expert Opinion.
Idaho Rules of Evidence Rule 705. Disclosing the Facts or Data Underlying an Expert's Opinion.
Unless the court orders otherwise, an expert may state an opinion--and give the reasons for it--without
prior disclosure of the underlying facts or data, provided that, if requested pursuant to the rules of
discovery, the underlying facts or data were disclosed. But the expert may be required to disclose those
facts or data on cross-examination.
(Adopted March 26, 2018, effective July 1, 2018.)
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I.R.E. 901. Requirement of Authentication or Identification.
ARTICLE IX. AUTHENTICATION and IDENTIFICATION
Idaho Rules of Evidence Rule 901. Authenticating or Identifying Evidence.
(a) In General. To satisfy the requirement of authenticating or identifying an item of evidence, the
proponent must produce evidence sufficient to support a finding that the item is what the proponent
claims it is.
(b) Examples. The following are examples only--not a complete list--of evidence that satisfies the requirement:
(1) Testimony of a Witness with Knowledge. Testimony that an item is what it is claimed to be.
(2) Nonexpert Opinion About Handwriting. A nonexpert's opinion that handwriting is genuine, based on
a familiarity with it that was not acquired for the current litigation.
(3) Comparison by an Expert Witness or the Trier of Fact. A comparison with an authenticated specimen
by an expert witness or the trier of fact.
(4) Distinctive Characteristics and the Like. The appearance, contents, substance, internal patterns, or
other distinctive characteristics of the item, taken together with all the circumstances.
(5) Opinion About a Voice. An opinion identifying a person's voice--whether heard firsthand or through
mechanical or electronic transmission or recording--based on hearing the voice at any time under
circumstances that connect it with the alleged speaker.
(6) Evidence About a Telephone Conversation. For a telephone conversation, evidence that a call was
made to the number assigned at the time to:
(A) a particular person, if circumstances, including self-identification, show that the person answering
was the one called; or
(B) a purported public record or statement is from the office where items of this kind are kept.

(7) Evidence About Public Records. Evidence that:
(A) a document was recorded or filed in a public office as authorized by law; or
(B) a purported public record or statement is from the office where items of this kind are kept.
(8) Evidence About Ancient Documents or Data Compilations. For a document or data compilation,
evidence that it:
(A) is in a condition that creates no suspicion about its authenticity;
(B) was in a place where, if authentic, it would likely be; and
(C) is at least 30 years old when offered.
(9) Evidence About a Process or System. Evidence describing a process or system and showing that it
produces an accurate result.
(10) Methods Provided by a Statute or Rule. Any method of authentication or identification allowed by a
Supreme Court rule, by an Idaho statute, or by the Idaho Constitution.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire901

I.R.E. 902. Self-Authentication.
Idaho Rules of Evidence Rule 902. Evidence That Is Self-Authenticating.
The following items of evidence are self-authenticating; they require no extrinsic evidence of authenticity in order to be admitted:
(1) Domestic Public Documents That Are Sealed and Signed. A document that bears:
(A) a seal purporting to be that of the United States; any state, district, commonwealth, territory, or
insular possession of the United States; the former Panama Canal Zone; the Trust Territory of the Pacific
Islands; a political subdivision of any of these entities; or a department, agency, or officer of any entity
named above; and
(B) a signature purporting to be an execution or attestation.
(2) Domestic Public Documents That Are Not Sealed but Are Signed and Certified. A document that bears no seal if:
(A) it bears the signature of an officer or employee of an entity named in Rule 902(1)(A); and
(B) another public officer who has a seal and official duties within that same entity certifies under seal –
or its equivalent – that the signer has the official capacity and that the signature is genuine.
(3) Foreign Public Documents. A document that purports to be signed or attested by a person who
is authorized by a foreign country's law to do so. The document must be accompanied by a final certification that certifies the genuineness of the signature and official position of the signer or attester--or of any foreign official whose certificate of genuineness relates to the signature or attestation
or is in a chain of certificates of genuineness relating to the signature or attestation. The certification
may be made by a secretary of a United States embassy or legation; by a consul general, vice

consul, or
consular agent of the United States; or by a diplomatic or consular official of the foreign country assigned or accredited to the United States. If all parties have been given a reasonable opportunity to
investigate the document's authenticity and accuracy, the court may, for good cause, either:
(A) order that it be treated as presumptively authentic without final certification; or
(B) allow it to be evidenced by an attested summary with or without final certification.
(4) Certified Copies of Public Records. A copy of an official record--or a copy of a document that was recorded or filed in a public office as authorized by law--if the copy is certified as correct by:

(A) the custodian or another person authorized to make the certification; or
(B) a certificate that complies with Rule 902(1), (2), or (3), an Idaho statute, or a rule prescribed by the
Supreme Court.
(5) Official Publications. A book, pamphlet, or other publication purporting to be issued by a public
authority.
(6) Newspapers and Periodicals. Printed material purporting to be a newspaper or periodical.
(7) Trade Inscriptions and the Like. An inscription, sign, tag, or label purporting to have been affixed in the course of business and indicating origin, ownership, or control.
(8) Acknowledged Documents. A document accompanied by a certificate of acknowledgment that is
lawfully executed by a notary public or another officer who is authorized to take acknowledgments.
(9) Commercial Paper and Related Documents. Commercial paper, a signature on it, and related documents, to the extent allowed by general commercial law.
(10) Presumptions Created by Law. A signature, document, or anything else that a federal or Idaho
statute or Supreme Court rule declares to be presumptively or prima facie genuine or authentic.
(11) Certified Domestic Records of a Regularly Conducted Activity. The original or a copy of a domestic record that meets the requirements of Rule 803(6)(A)-(C), as shown by a certification of the
custodian or another qualified person. As used in this subsection, “certification” means a written declaration signed in a manner that, if falsely made, would subject the maker to a criminal penalty in
the jurisdiction where the certification is signed. Before the trial or hearing, the proponent must give an
adverse party reasonable written notice of the intent to offer the record – and must make the record
and certification available for inspection – so that the party has a fair opportunity to challenge them.
(12) Certified Foreign Records of a Regularly Conducted Activity. The original or a copy of a foreign record that meets the requirements of Rule 902(11), modified as follows: as used in this subsection, “certification” means a written declaration signed in a manner that, if falsely made, would
subject the maker to a criminal penalty in the country where the certification is signed. The proponent
must also meet the notice requirements of Rule 902(11).
(Adopted March 26, 2018, effective July 1, 2018.)

Source URL: https://isc.idaho.gov/ire902

I.R.E. 1002. Requirement of Original.
Idaho Rules of Evidence Rule 1002. Requirement of the Original.
An original writing, recording, or photograph is required in order to prove its content unless these rules
or a statute provides otherwise.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire1002

I.R.E. 1003. Admissibility of Duplicates.
Idaho Rules of Evidence Rule 1003. Admissibility of Duplicates.
A duplicate is admissible to the same extent as the original unless a genuine question is raised about
the original's authenticity, or the circumstances make it unfair to admit the duplicate.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire1003

I.R.E.103. Rulings on Evidence.
Idaho Rules of Evidence Rule 103. Rulings on Evidence.
(a) Preserving a Claim of Error. A party may claim error in a ruling to admit or exclude evidence only if the error affects a substantial right of the party and:

(1) if the ruling admits evidence, a party, on the record:
(A) timely objects or moves to strike; and
(B) states the specific ground, unless it was apparent from the context; or
(2) if the ruling excludes evidence, a party informs the court of its substance by an offer of proof, unless
the substance was apparent from the context.
(b) Not Needing to Renew an Objection or Offer of Proof. Once the court rules definitively on the record – either before or at trial – a party need not renew an objection or offer of proof to preserve a
claim of error for appeal.
(c) Court's Statement About the Ruling; Directing an Offer of Proof. The court may make any statement about the character or form of the evidence, the objection made, and the ruling. The court
may direct that an offer of proof be made in question-and-answer form. If requested in an action tried
without a jury, an offer of proof in the form of a full presentation of the evidence must be allowed and
reported unless the evidence plainly is not admissible on any ground or the evidence is privileged.
(d) Preventing the Jury from Hearing Inadmissible Evidence. To the extent practicable, the court must conduct a jury trial so that inadmissible evidence is not suggested to the jury by any means.
(e) Taking Notice of Plain Error. A court may take notice of a plain error affecting a substantial right, even if the claim of error was not properly preserved.
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I.R.E.103. Rulings on Evidence.
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(Adopted March 26, 2018, effective July 1, 2018.)
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Guidelines
For Completing
The Model Discovery Plan
Guideline 1: The Court requires each case to be governed by a written Discovery Plan prepared pursuant to Rule 26(f)(3).
Guideline 2: The Model Discovery Plan is designed to help you draft your own Discovery Plan customized to the needs of your case. This Model Discovery Plan may contain provisions you do not need, and may be missing others that you do need. Add or delete provisions as you feel necessary. Your Discovery Plan might be 2 pages or 20 pages depending on the complexity of your case and the anticipated discovery.
Guideline 3: The Court expects you to expend real time, thought and energy in coming up with a workable Discovery Plan, and to draft realistic limits on discovery with an eye to avoiding unnecessary expenditures of time and money.
Guideline 4: All discovery in this case will be conducted in accordance with Rule 1, which requires that the Rules "be construed, administered, and employed by the court and the parties to secure the just, speedy, and inexpensive determination of every action and proceeding."
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Guideline 5: So long as counsel are acting in good faith, the Court will be flexible in adopting agreements to change the Discovery Plan, or in imposing reasonable and necessary changes in the absence of an agreement of counsel.
Guideline 6: To facilitate this flexibility, the Court likely will schedule telephonic status conferences with counsel, the frequency of which will depend upon the complexity of the case. One of the topics for these status conferences will be a report on the progress of discovery and whether the Discovery Plan requires modification. The parties also may request additional telephonic status conferences with the Court.
Guideline 7: Discovery issues will be analyzed by you – and, if necessary, resolved by the Court – using the proportionality factors set forth in Rule 26(b)(1): (1) The importance of the issues at stake in the action; (2) The amount in controversy; (3) The parties' relative access to relevant information; (4) The parties' resources; (5) The importance of the discovery in resolving the issues; and (6) Whether the burden or expense of the proposed discovery outweighs its likely benefit.
Guideline 8: Rule 26(g) requires the parties "to consider [proportionality] factors in making discovery requests, responses or objections." See Advisory Committee Notes.
Guideline 9: Proportionality "does not place on the party seeking discovery the burden of addressing all proportionality considerations." See Advisory Committee Notes.
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Guideline 10: The Rules do not authorize boilerplate objections or refusals to provide discovery on the ground that it is not proportional – the grounds must be stated with specificity. See Advisory Committee Notes.
Guideline 11: Monetary stakes are only one factor in evaluating proportionality. A case seeking to "vindicate vitally important personal or public values" (like "employment [or] free speech" issues) "may have importance far beyond the monetary amount involved." See Advisory Committee Notes.
Guideline 12: Transparency in search methodology is crucial to instilling confidence in the production of ESI and other material. Thus, each party should reveal the search methodology they use in responding to requests for production of ESI and other material, to the extent possible given the protections afforded by the attorney-client privilege and the work product doctrine.

Guideline 13: To assist counsel, the Court has attached to the back of the Model Discovery Plan a checklist developed by the Northern District of California. Counsel are free to use it or ignore it. Counsel should reference also Dist. Idaho L. Rule 16.1(c), which provides a checklist for the parameters of anticipated ediscovery.
Guideline 14: Pursuant to Rule 26(f)(2), the Discovery Plan is due 14 days after the meet-and-confer session discussed in Rule 26(f)(1). But in some cases that might be difficult because the parties have not had time to review voluminous initial disclosures or because those disclosures were late-filed or incomplete. The
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Rule 26(f)(2) deadline will apply, but the Court will work with counsel on a caseby-case basis to determine if that deadline needs to be modified.
Guideline 15: File your Discovery Plan via Pacer. The Court will incorporate the Discovery Plan's deadlines into the Court's Case Management Order so there will be a single Order with all deadlines to avoid any confusion.
Guideline 16: The parties must comply with the Judge's preferences for handling discovery disputes. The parties must review the information on the Judge's webpage, located at https://www.id.uscourts.gov/district/judges/, and comply with the Judge's directions, prior to filing a motion involving a discovery dispute.
District Local Rule Civ 4.1 (Civil)
STATUS REPORT ON SERVICE OF PROCESS
Within thirty (30) days of the filing of the complaint, the plaintiff must file with the Court a status report regarding whether service of the summons and complaint has been effectuated or waived by each defendant and, if so, the date(s) on which each such service or waiver of service occurred. Filing such a status report does not fulfill the plaintiff's obligations to comply with the requirements of Federal Rule of Civil Procedure 4(l). If the plaintiff files a proof of service in accordance with Federal Rule of Civil Procedure 4(l) within thirty (30) days of the filing of the complaint, the plaintiff need not file the status report otherwise required under this local rule.
RELATED AUTHORITY
Fed. R. Civ. P. 4(l), 16(b)(2)
Advisory Committee Notes
Under Federal Rule of Civil Procedure 16(b)(2), "[t]he judge must issue the scheduling order as soon as practicable, but unless the Court finds good cause for delay, the judge must issue it within the earlier of 90 days after any defendant has been served with the complaint or 60 days after any defendant has appeared." Federal Rule of Civil Procedure 4(l) does not require the plaintiff to file a proof of service within a specific timeframe. Thus, for purposes of determining under Federal Rule of Civil Procedure 16(b)(2) the date "90 days after any defendant has been served with the complaint," the Court may not in every instance know if and when the plaintiff has served any defendant. The status report requirement set forth in this local rule seeks to address this issue.
District Local Rule Civ 5.2 (Civil)
GENERAL FORMAT OF DOCUMENTS PRESENTED FOR FILING ELECTRONICALLY OR, WHERE PERMITTED, IN CONVENTIONAL FORMAT
(a) All pleadings, motions, and other papers presented for filing must be in 8½ x 11 inch format, flat and unfolded, without back or cover, and must be plainly typewritten, printed, or prepared on one side of the paper only by a clearly legible duplication process, and double-spaced, except for quoted material and footnotes. Each page must be numbered consecutively. The top, bottom, and side margins must be at least one inch, and the font or typeface for all text, including footnotes, must be at least 12 point. If pleadings are filed in paper form, it is the responsibility of the filer to ensure that the paper document can be scanned with a legible image. All pleadings must be affixed by a fastener (i.e., paper clip) and NOT staples. The court requires that such documents be submitted in black print on white paper, for maximum contrast. The Court may return filings that are not legible.
(b) The following information must appear in the upper left-hand corner of the first page of each paper presented for filing, except that in multiparty actions or proceedings, reference may be made to the signature page for the complete list of parties represented:
(1) Name of the attorney (or, if in propria persona, of the party)
(2) E-mail address (if available)
(3) State Bar number
(4) Office mailing address
(5) Telephone number
(6) Facsimile number (if available)
(7) Specific identification of the party represented by name and interest in the litigation (i.e., plaintiff, defendant, etc.)
Following the counsel identification and commencing four inches below the top of the first page, (except where additional space is required for identification) the following caption must appear:
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO
Plaintiff

v.
Defendant
Case No.:_____
TITLE DESCRIBING THE DOCUMENT OR
ACTION
(i.e., Response, Motion, etc.)
(1) The title of the court;
(2) The title of the action or proceeding;
(3) The file number of the action or proceeding as it appears in CM/ECF, (i.e. 1:10-cv-043-XYZ, representing the Division (1-Southern; 2=Northern; 3=Central; 4=Eastern), year of filing, designation as civil or criminal, case number, and assigned judge's initials);
(4) The category of the action or proceeding as provided hereinafter in these rules;
(5) A title describing the pleading. If the pleading is a response to a motion, that particular motion
should be reflected in the title; and
(6) Any other matter required by this rule.
(c) Documents submitted for filing, electronically or conventionally, must be accompanied by the appropriate fee, if any. In the event of a failure to comply with these rules, the Clerk may bring the
failure to comply to the attention of the filing party and of the judge to whom the action or proceeding is
assigned.
(d) Removing Cases from State Court:
(1) A copy of the entire state court record and the docket sheet must be provided at the time of filing the notice of removal.
(2) Civil Cover Sheet for Notices of Removal: Attorneys are required to complete a civil cover sheet when a notice of removal is filed in the District of Idaho. The form is available from the Clerk
of Court. This form is used by the Clerk of Court to identify the status of all parties and attorneys.
See Dist. Idaho Loc. Civ. R. 7.1, Motion Practice.
(e) Every complaint or other document initiating a civil action must be accompanied by a completed civil
cover sheet, on a form available from the Clerk. This requirement is solely for administrative purposes,
and matters appearing only on the civil cover sheet have no legal effect in the action.
If the complaint or other document is submitted without a completed civil cover sheet or civil cover sheet
for notices of removal, the Clerk must file the complaint or the notice of removal as of the date received
and promptly give notice of the omission of the respective civil cover sheet to the party filing the document. When the respective civil cover sheet has been received, the Clerk must process the complaint or notice of removal as of the original date of filing the complaint.
RELATED AUTHORITY:
Fed. R. Civ. P. 81(c)
District Local Rule Civ 5.4 (Civil)
NON-FILING OF DISCOVERY
OR
DISCLOSURES AND DISCOVERY MATERIALS
NOT TO BE FILED WITH COURT
The following discovery documents must be served upon other counsel and parties but must not be filed
with the Court unless on order of the Court or for use in the proceeding:
(1) Initial Disclosures
(2) Disclosure of Expert Reports or Testimony
(3) Interrogatories and Answers to Interrogatories
(4) Requests for Production of Documents and Entry of Land and Responses
(5) Requests for Admission and Responses
(6) Notice of Taking Deposition
(7) Privilege Logs
Any certificates of service related to discovery documents must not be filed with the Clerk. The party
responsible for service of the discovery material must retain the original and become the custodian. The
original transcripts of all depositions upon oral examination must be retained by the party taking such
deposition.
RELATED AUTHORITY
Fed R. Civ. P. 5(d)(1)
District Local Rule Civ 7.3 (Civil)
STIPULATIONS
Oral stipulations made in open court are binding on the parties. Written stipulations are binding on the
parties when approved by the Court. The party filing the stipulation must submit a proposed order via
e-mail in accordance with ECF Procedures.
Stipulations between the parties to commence discovery prior to making their initial disclosures do not
have to be approved by the Court.
RELATED AUTHORITY
Fed. R. Civ. P. 7(b), 16, 29, 78
District Local Rule Civ 15.1 (Civil)
FORM OF A MOTION TO AMEND
AND ITS SUPPORTING DOCUMENTATION
A party who moves to amend a pleading must describe the type of the proposed amended pleading in
the motion (i.e., motion to amend answer, motion to amend counterclaim). Any amendment to a

pleading, whether filed as a matter of course or upon a motion to amend, must reproduce the entire
pleading as amended. The proposed amended pleading must be submitted at the time of filing the
motion to amend.
In addition, unless the moving party is a pro se prisoner, any motion to amend a pleading must be
accompanied by a version of the proposed amended pleading that shows – through redlining, underlining, strikeouts, or other similarly effective methods – how the proposed amended pleading
differs from the operative pleading; provided, however, pro se litigants will be exempted from this
requirement.
RELATED AUTHORITY
Fed. R. Civ. P. 15(a)(d)
District Local Rule Civ 26.1 (Civil)
FORM OF CERTAIN DISCOVERY DOCUMENTS
The party answering, responding, or objecting to written interrogatories, requests for production of
documents or things, or requests for admission must quote each such interrogatory or request in full
immediately preceding the statement of any answer, response, or objection thereto. The parties must
also number each interrogatory, request, answer, response, or objection sequentially, regardless of the
number of sets of interrogatories or requests.
RELATED AUTHORITY
Fed. R. Civ. P. 26, 33, 34, 36
District Local Rule Civ 37.1 (Civil)
DEFINITION OF CONFER
To confer means to speak directly with opposing counsel or a self-represented litigant in person, by
video, or by telephone, to identify and discuss disputed issues and to make a reasonable effort to
resolve the disputed issues. The sending of an electronic or voice-mail communication does not satisfy
the requirement to "confer."
In cases involving pro se prisoners, written communication satisfies the confer requirement.
RELATED AUTHORITY
Fed. R. Civ. P. 26(f), 37(a)(1)
Advisory Committee Notes
This rule does not prevent or prohibit the use of written communication to resolve disputes. However, if disputes are not resolved via written communication, counsel or self-represented litigants (except pro se prisoners) must attempt to confer in person, by video, or by telephone prior to a motion to compel being filed.
Video calls are available on multiple internet applications such as Skype, Zoom, and Microsoft teams, and may be accessed via computers, tablets and cell phones.
Counsel or self-represented litigants have a duty to respond within a reasonable amount of time to a request to confer and to be reasonably available to confer.
District Local Rule Civ 37.2 (Civil)
CONTENT OF MEMORANDA IN SUPPORT OF DISCOVERY MOTIONS
The memorandum in support of a Rule 26 and 37 discovery motion must provide verbatim each disputed interrogatory, request, answer, response, or objection that underlies the motion. Generally
those items should be set forth within the memorandum. If they are too numerous, however, the moving
party may attach only the disputed items as an addendum to the memorandum.
The memorandum must also describe each issue in dispute and include a brief description of each
party's arguments and authorities.
RELATED AUTHORITY
Fed. R. Civ. P. 26(c), 37(a)
District Local Rule Civ 38.1 (Civil)
NOTATION OF "JURY DEMAND" IN THE PLEADING
If a party elects to demand a jury trial by endorsing it on a pleading, as permitted by Federal Rule of
Civil Procedure 38(b)(1), a notation must be placed on the front page of the pleading, immediately
following the title of the pleading, stating "Demand For Jury Trial" or an equivalent statement. This
notation will serve as a sufficient demand under Federal Rule of Civil Procedure 38(b). Failure to use
this manner of noting the demand will not result in a waiver under Federal Rule of Civil Procedure 38(d).
RELATED AUTHORITY
Fed. R. Civ. P. 38(b)
District Local Rule Civ 39.1 (Civil)
OPENING STATEMENTS, CLOSING ARGUMENTS,
AND EXAMINATION OF WITNESSES
(a) Opening Statements. Prior to offering any evidence, counsel for the plaintiff must make a statement of the facts which counsel intends to establish in support of plaintiff's claim, unless such
statement is waived with permission of the Court. Such waiver or statement must be made as a matter of
record. Following the statement of plaintiff or at the opening of defendant's case, at the election of
counsel for the defendant, the defendant's counsel must make a statement of facts which

defendant's
counsel intends to establish, unless such statement is waived with permission of the Court. Such waiver
or statement must be made as a matter of record.
(b) Arguments. Only one attorney for each party will open and one attorney for each party will close,
except with the permission of the Court; provided that if the opening attorney does not intend to close,
the opening attorney must so inform the Court so that the Court may appropriately apportion the
arguments between counsel.
(c) Examination of Witnesses. Only one attorney for each party will examine or cross-examine a witness except with the permission of the Court.
RELATED AUTHORITY
None
District Local Rule Civ 54.2 (Civil)
AWARD OF ATTORNEY FEES
(a) Claims for attorney fees will not be treated as routine items of costs. Attorney fees will only be
allowed upon an order of a judge of the Court after such fact-finding process as the judge orders.
(b) Unless a statute or a court order provides otherwise, a party claiming the right to allowance of
attorney fees may file and serve a motion for such allowance within fourteen (14) days after entry of
judgment. The motion must state the amount claimed and cite the legal authority relied on. The motion
must be accompanied by an affidavit of counsel setting forth the following: (1) date(s), (2) service(s)
rendered, (3) hourly rate, (4) hours expended, (5) a statement of attorney fee contract with the client,
and (6) information, where appropriate, as to other factors which might assist the Court in determining
the dollar amount of fee to be allowed. Motions for attorney fees and cost bills must be filed as separate
documents.
(c) Within twenty-one (21) days after receipt of a party's motion for allowance of attorney fees, any other
party may serve and file a response brief objecting to the allowance of fees or any portion thereof. The
responding party must set forth specific grounds of objection.
(d) Within fourteen (14) days after receipt of a response brief, the moving party may submit a reply brief.
RELATED AUTHORITY
Fed. R. Civ. P. 54(d)(2)
District Local Rule Civ 65.2 (Civil)
BONDS AND OTHER SURETIES
(a) Bonds and Sureties.
(1) When Required. A judge may, upon demand of any party, where authorized by law and for good cause shown, require any party to furnish security for costs which may be awarded against such party in an amount and on such items as are appropriate.
(2) Qualifications of Surety.
(A) Every bond must have as surety either: (i) a corporation authorized by the Secretary of the Treasury of the United States to act as surety on official bonds under 31 U.S.C. §§ 9301-9308; (ii) a corporation authorized to act as surety under the laws of the State of Idaho; (iii) two individual residents of the District, each of whom owns real or personal property within the District of sufficient equity value to justify twice the amount of the bond; or (iv) a cash deposit of the required amount made with the Clerk and filed with a bond signed by the principals.
(B) An individual who executes a bond as a surety pursuant to this subsection will attach an affidavit which gives the individual's full name, occupation, residence, and business addresses, and demonstrates ownership of real or personal property within this District. After excluding property exempt from execution and deducting liabilities (including those which have arisen by virtue of suretyship on other bonds or undertakings), the real or personal property must be valued at no less than twice the amount of the bond.
(3) Court Officers as Sureties. No clerk, marshal, or other employee of the Court nor any member
of the bar representing a party in the particular action or proceeding, shall be accepted as surety on any bond or other undertaking in any action or proceeding in this Court. Cash deposits on bonds may be made by members of the bar on certification that the funds are the property of a specified person who has signed as surety on the bond. Upon exoneration of the bond, such monies must be returned to the owner and not to the attorney.
(4) Examination of Sureties. Any party may apply for an order requiring any opposing party to show cause why it should not be required to furnish further or different security or requiring personal sureties to justify their financial status in support of their bond.
(b) Approval of Bonds by Attorneys and Clerk (or Judge). All personal surety bonds must be presented to the judge for approval. When the party is represented by counsel, there must be appended
thereto a certificate of the attorney for the party for whom the bond is being filed substantially in the
following form:
This bond has been examined by counsel for (plaintiff/defendant) and is
recommended for approval as provided in this rule.
Dated this _____ day of _____, ____.
_____
(attorney)
Such endorsement by the attorney will signify to the Court that said attorney has carefully

examined the
said financial information of the personal surety; that the attorney knows the contents thereof; that the
attorney knows the purposes for which it is executed; that in the attorney's opinion the same is in due
form; and that the attorney believes the affidavits of qualification to be true.
RELATED AUTHORITY
Fed. R. Civ. P. 65(c), 65.1

District Local Rule Civ 83.8 (Civil)
FAIRNESS AND CIVILITY
All pretrial and trial proceedings in the United States District and Bankruptcy Courts for the District of
Idaho, must be free from prejudice and bias towards another on the basis of gender, race, ethnicity,
disability, age or sexual orientation. Fair and equal treatment must be accorded all courtroom
participants, whether judges, attorneys, witnesses, litigants, jurors, or court personnel. The duty to be
respectful of others includes the responsibility to avoid comment or behavior that can reasonably be
interpreted as manifesting prejudice or bias toward another.
Civility is the responsibility of every lawyer, judge, and litigant in the federal system. While lawyers have
an obligation to represent clients zealously, incivility to counsel, adverse parties, or other participants in
the legal process undermines the administration of justice and diminishes respect for both the legal
process and our system of justice.
The bar, litigants, and judiciary, in partnership with each other, have a responsibility to promote civility in
the practice of law and the administration of justice. The fundamental principles of civility which will be
followed in the United States District and Bankruptcy Courts for the District of Idaho, both in the written
and spoken word, include the following:
1) Treating each other in a civil, professional, respectful, and courteous manner at all times.
2) Not engaging in offensive conduct directed towards others or the legal process.
3) Not bringing the profession in to disrepute by making unfounded accusations of impropriety.
4) Making good faith efforts to resolve by agreement any disputes.
5) Complying with the discovery rules in a timely and courteous manner.
6) Reporting acts of bias or incivility to the Clerk of Court.
The Clerk of the Court will then determine the appropriate judicial officer with whom to discuss the
matter.
RELATED AUTHORITY
None
I.R.E. 1003. Admissibility of Duplicates.
Published on Supreme Court (https://isc.idaho.gov)
I.R.E. 1003. Admissibility of Duplicates.
Idaho Rules of Evidence Rule 1003. Admissibility of Duplicates.
A duplicate is admissible to the same extent as the original unless a genuine question is raised about
the original's authenticity, or the circumstances make it unfair to admit the duplicate.
(Adopted March 26, 2018, effective July 1, 2018.)
Source URL: https://isc.idaho.gov/ire1003
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Rule 65. Injunctions and Restraining Orders

(a) Preliminary Injunction.

(1) *Notice.* The court may issue a preliminary injunction only on notice to the adverse party.

(2) *Consolidating the Hearing with the Trial on the Merits.* Before or after beginning the hearing on a motion for a preliminary injunction, the court may advance the trial on the merits and consolidate it with the hearing. Even when consolidation is not ordered, evidence that is received on the motion and that would be admissible at trial becomes part of the trial record and need not be repeated at trial. But the court must preserve any party's right to a jury trial.

(b) Temporary Restraining Order.

(1) *Issuing Without Notice.* The court may issue a temporary restraining order without written or oral notice to the adverse party or its attorney only if:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.

(2) *Contents; Expiration.* Every temporary restraining order issued without notice must state the date and hour it was issued; describe the injury and state why it is irreparable; state why the order was issued without notice; and be promptly filed in the clerk's office and entered in the record. The order expires at the time after entry—not to exceed 14 days—that the court sets, unless before that time the court, for good cause, extends it for a like period or the adverse party consents to a longer extension. The reasons for an extension must be entered in the record.

(3) *Expediting the Preliminary-Injunction Hearing.* If the order is issued without notice, the motion for a preliminary injunction must be set for hearing at the earliest possible time, taking precedence over all other matters except hearings on older matters of the same character. At the hearing, the party who obtained the order must proceed with the motion; if the party does not, the court must dissolve the order.

(4) *Motion to Dissolve.* On 2 days' notice to the party who obtained the order without notice—or on shorter notice set by the court—the adverse party may appear and move to dissolve or modify the order. The court must then hear and decide the motion as promptly as justice requires.

(c) Security. The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained. The United States, its officers, and its agencies are not required to give security.

(d) Contents and Scope of Every Injunction and Restraining Order.

(1) *Contents.* Every order granting an injunction and every restraining order must:

(A) state the reasons why it issued;

(B) state its terms specifically; and

(C) describe in reasonable detail—and not by referring to the complaint or other document—the act or acts restrained or required.

(2) *Persons Bound.* The order binds only the following who receive actual notice of it by personal service or otherwise:

(A) the parties;

(B) the parties' officers, agents, servants, employees, and attorneys; and

(C) other persons who are in active concert or participation with anyone described in Rule 65(d)(2)(A) or (B).

(e) Other Laws Not Modified. These rules do not modify the following:

(1) any federal statute relating to temporary restraining orders or preliminary injunctions in actions affecting employer and employee;

(2) 28 U.S.C. §2361, which relates to preliminary injunctions in actions of interpleader or in the nature of interpleader; or

(3) 28 U.S.C. §2284, which relates to actions that must be heard and decided by a three-judge district court.

(f) Copyright Impoundment. This rule applies to copyright-impoundment proceedings.

From <https://www.law.cornell.edu/rules/frcp/rule_65>

2022 Idaho Code
Title 45 - LIENS, MORTGAGES AND PLEDGES
Chapter 15 - TRUST DEEDS
Section 45-1506B - POSTPONEMENT OF SALE — INTERVENTION OF STAY.

Universal Citation: ID Code § 45-1506B (2022)

45-1506B. POSTPONEMENT OF SALE — INTERVENTION OF STAY. (1) If a stay as set out in subsection (1) of section 45-1506A, Idaho Code, which would otherwise have stopped a foreclosure sale is terminated or lifted prior to the date of sale, then any person having a right to reinstate the deed of trust pursuant to subsection (12) of section 45-1506, Idaho Code, may request the trustee to postpone the sale for a period of time which shall allow at least one hundred fifteen (115) days to elapse from the recording of the notice of default to the rescheduled date of sale exclusive of the period of time during which such stay was in effect.
(2) Written request for postponement must be served upon the trustee prior to the time set for the original sale.
(3) If the foreclosure has proceeded in compliance with all requirements of subsections (2) through and including (6), of section 45-1506, Idaho Code, prior to the intervention of the stay, then at the time appointed for the original sale, the trustee shall announce the date and time of the rescheduled sale to be conducted at the place originally scheduled and no further or additional notice of any kind shall be required.
(4) If the foreclosure has proceeded in compliance with subsections (2) through and including (5), of section 45-1506, Idaho Code, prior to the intervention of the stay, then the foreclosure process may be resumed if timely compliance can be had with publication of the original notice of sale under subsection (6) of section 45-1506, Idaho Code. If timely compliance under subsection (6) of section 45-1506, Idaho Code, is not possible, the partially completed foreclosure process shall be discontinued and any further sale proceeding shall require new compliance with all notice of sale procedures as provided in section 45-1506, Idaho Code.
(5) Nothing in this section shall be construed to create a right to cure the default and reinstate the deed of trust under subsection (12) of section 45-1506, Idaho Code, for a period of time longer than one hundred fifteen (115) days from the recording of the notice of default exclusive of the time during which a stay is in effect and if no request is made to postpone the sale under the circumstances provided in this section, the computation of time under this chapter shall be deemed unaffected by any intervening stay.

From <https://law.justia.com/codes/idaho/2022/title-45/chapter-15/section-45-1506b/>

2022 Idaho Code
Title 6 - ACTIONS IN PARTICULAR CASES
Chapter 4 - QUIETING TITLE — OTHER PROVISIONS RELATING TO ACTIONS CONCERNING REAL ESTATE
Section 6-409 - ALIENATION PENDING SUIT.

Universal Citation: ID Code § 6-409 (2022)

6-409. ALIENATION PENDING SUIT. An action for the recovery of real property against a person in possession cannot be prejudiced by any alienation made by such person, either before or after the commencement of the action.

From <https://law.justia.com/codes/idaho/2022/title-6/chapter-4/section-6-409/>

2022 Idaho Code
Title 6 - ACTIONS IN PARTICULAR CASES
Chapter 4 - QUIETING TITLE — OTHER PROVISIONS RELATING TO ACTIONS CONCERNING REAL ESTATE
Section 6-418 - OCCUPANT OF REAL ESTATE — OWNER'S RIGHT TO POSSESSION — LIMITATIONS.

Universal Citation: ID Code § 6-418 (2022)

6-418. OCCUPANT OF REAL ESTATE — OWNER'S RIGHT TO POSSESSION — LIMITATIONS. The owner in the main action is entitled to an execution to put him in possession of his property in accordance with the provisions of this act, but not otherwise.

From <https://law.justia.com/codes/idaho/2022/title-6/chapter-4/section-6-418/>

2022 Idaho Code
Title 6 - ACTIONS IN PARTICULAR CASES
Chapter 4 - QUIETING TITLE — OTHER PROVISIONS RELATING TO ACTIONS CONCERNING REAL ESTATE
Section 6-407 - INJURY PENDING FORECLOSURE OR CONVEYANCE AFTER EXECUTION SALE — INJUNCTION.

Universal Citation: ID Code § 6-407 (2022)

6-407. INJURY PENDING FORECLOSURE OR CONVEYANCE AFTER EXECUTION SALE — INJUNCTION. The court may, by injunction, on good cause shown, restrain the party in possession from doing any act to the injury of real property during the foreclosure of a mortgage thereon, or after a sale on execution before a conveyance.

From <https://law.justia.com/codes/idaho/2022/title-6/chapter-4/section-6-407/>