



User Name: Jeremy Bass

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Document (1)

1. [Shepard's®:Countrywide Home Loans, Inc. v. Sheets 160 Idaho 268, 371 P.3d 322, 2016 Ida. LEXIS 114, 2016 WL 1638202 \(Idaho, April 26, 2016\)](#)

Client/Matter: -None-

Requested Categories:

History - Requested

Citing Decisions - None applied

Other Citing Sources - None applied

Table of Authorities - Not Requested



Shepard's®: Report Content

History:Requested



Citing Decisions:None Applied

Other Citing Sources:None Applied

Table Of Authorities:Not Requested

Shepard's®: [Countrywide Home Loans, Inc. v. Sheets](#) 160 Idaho 268,371 P.3d 322,2016 Ida. LEXIS 114,2016 WL 1638202: (Idaho April 26, 2016)

No subsequent appellate history

History (1)

1.



Citation you Shepardized™

[Countrywide Home Loans, Inc. v. Sheets](#), 160 Idaho 268, 371 P.3d 322, 2016 Ida. LEXIS 114, 2016 WL 1638202


Court: Idaho | **Date:** April 26, 2016

Citing Decisions (8)

Analysis: Followed by (1), "Cited by" (7)

Headnotes: HN3 (2), HN4 (1), HN6 (1)


Idaho Supreme Court

1. [Jones v. Lynn](#), 169 Idaho 545, 498 P.3d 1174, 2021 Ida. LEXIS 179, 2021 A.M.C. 205, 2021 WL 5441515 

LB Cited by: 169 Idaho 545 p.560; 498 P.3d 1174 p.1189

... "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.' " **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 273, 371 P.3d 322, 327(2016)** (quoting Ada Cnty. Highway Dist. v. Total Success Investments, LLC, 145 Idaho 360, 370, 179 P.3d 323, 333 (2008)). In determining if [the clean ...

Discussion:  **Court:** Idaho **Date:** November 22, 2021 **Headnotes::** HN4

2. [Porcello v. Porcello](#), 167 Idaho 412, 470 P.3d 1221, 2020 Ida. LEXIS 170, 102 U.C.C. Rep. Serv. 2d (CBC) 718, 2020 WL 4432813 

LB Cited by: 167 Idaho 412 p.427; 470 P.3d 1221 p.1236


... credible evidence that the parties agreed that the Hayden [Lake] home would be used to secure subsequent refinanc[ing] of the Via Venito or Woodinville properties[.]" finding that there were no discussions of refinancing the Legacy loan until after the loan expired. The district court distinguished this case from Biersdorff v. Brumfield, 93 Idaho 569, 468 P.2d 301 (1970), and rejected the Estates' reliance on **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 371 P.3d 322(2016)** ...

Court: Idaho **Date:** August 3, 2020

3. [Wadsworth & Reese, PLLC v. Siddoway & Co., PC](#), 165 Idaho 364, 445 P.3d 1090, 2019 Ida. LEXIS 123, 2019 WL 3332904 

G Followed by: 165 Idaho 364 p.372; 445 P.3d 1090 p.1098

This quasi-contract "is not a contract at all, but an obligation imposed by law for the purpose of bringing about justice and equity without reference to the intent of the agreement of the parties, and, in some cases, in spite of an agreement between the parties." Continental Forest Prods. v. Chandler Supply Co., 95 Idaho 739, 518 P.2d 1201 (1974). Unjust enrichment occurs where (1) the plaintiff confers a benefit on the defendant; (2) the defendant appreciates the benefit; and (3) the defendant's acceptance of the benefit is inequitable without payment to the plaintiff for the benefit's value. ... Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 272, 371 P.3d 322, 326 (2016). **(HN3)**

Discussion:  **Court:** Idaho **Date:** July 25, 2019 **Headnotes::** HN3

4. [Hoffman v. Bd. of Local Improvement Dist. No. 1101](#), 163 Idaho 464, 415 P.3d 332, 2016 Ida. LEXIS 420 


LB Cited by: 163 Idaho 464 p.470; 415 P.3d 332 p.338

... Wandering Trails, LLC v. Big Bite Excavation, Inc., 156 Idaho 586, 592, 329 P.3d 368, 374 (2014). "An enforceable contract must be complete, definite, and certain in all of the contract's material terms." Id. **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 274, 371 P.3d 322, 328(2016)**. The

district court considered extrinsic evidence to evaluate whether Appellants' execution of a release of claims against the Boards and their agents and employees related to the ...

Discussion:  **Court:** Idaho | **Date:** December 21, 2016 | **Headnotes::** HN6

Idaho District Court

5. [Jones v. Nosworthy](#), 2018 Ida. Dist. LEXIS 20, 2018 A.M.C. 2903 

LB Cited by:

... Dram Shop Act applies to these facts, and it shields from liability "any person who sold or otherwise furnished alcohol" who did not receive notice "within one hundred eighty (180) days from the date the claim or cause of action arose by certified mail." I.C. § 23-808 . Plaintiffs cite **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 273, 371 P.3d 322, 327(2016)** , and argue that Defendants cannot assert the 180-day deadline for giving notice in Idaho 's Dram Shop Act because ...

Court: Idaho Dist. Ct. | **Date:** August 9, 2018


9th Circuit - U.S. District Courts

6. [Self Storage Advisors v. SE Boise Boat & RV Storage](#), 2021 U.S. Dist. LEXIS 21971, 2021 WL 372789 

LB Cited by:

... law, 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." **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 273, 371 P.3d 322(2016)** (internal quotation marks, alterations, and citation omitted). Because the second cause of action relating to the revised agreement is no longer a controversy ...

Court: Dist. Idaho | **Date:** February 3, 2021

7. [Roost Project, LLC v. v. Andersen Contr. Co.](#), 437 F. Supp. 3d 808, 2020 U.S. Dist. LEXIS 21677, 2020 WL 560574 

LB Cited by: 437 F. Supp. 3d 808 p.824

... law a plaintiff must prove: (1) a benefit is conferred on the defendant by the plaintiff; (2) the defendant appreciates the benefit; and (3) it would be inequitable for the defendant to accept the benefit without payment of the value of the benefit." Nelson-Ricks Cheese Company, Inc. v. Lakeview Cheese Company, LLC , 331 F.Supp.3d 1131 , 1145 (D. Idaho 2018) (citing **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 371 P.3d 322, 326(Idaho 2016)** (citing Teton Peaks Inv. Co. ...

Court: Dist. Idaho | **Date:** February 4, 2020

8. [Nelson-Ricks Cheese Co. v. Lakeview Cheese Co., LLC](#), 331 F. Supp. 3d 1131, 2018 U.S. Dist. LEXIS 117345 

LB Cited by: 331 F. Supp. 3d 1131 p.1145

... law a plaintiff must prove: (1) a benefit is conferred on the defendant by the plaintiff; (2) the defendant appreciates the benefit; and (3) it would be inequitable for the defendant to accept the benefit without payment of the value of the benefit. **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 371 P.3d 322, 326(Idaho 2016)** (citing Teton Peaks Inv. Co. LLC v. Ohme , 146 Idaho 394 , 195 P.3d 1207 , 1211 (Idaho 2008)) . "The essence of the quasi-contractual theory of unjust ...

Court: Dist. Idaho | **Date:** July 12, 2018 | **Headnotes::** HN3

Other Citing Sources: (11)

Annotated Statutes

1. [Idaho Code sec. 9-505](#)

... Where written documents, unsigned by mortgagee, did not match the loan amount and interest rate that mortgagee believed that bank had promised, there was no meeting of the minds and, thus, no contract to be enforced between the parties. **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 371 P.3d 322, 2016 Ida. LEXIS 114(2016)**. Waiver of Defense. The defense of the statute of frauds is waived where it does not appear from the complaint that the contract sued on does not fall within it, ...

Content: Statutes

Briefs

2. [Plaintiff-Appellee: GERSTEIN v. Attorney-Appellant: ROBINS KAPLAN, LLP](#), 2021 CO App. Ct. Briefs LEXIS 460

... ("The doctrine of unclean hands applies only when the plaintiff's allegedly unclean conduct was willful or fraudulent. Mere negligence is not sufficient."); O'Neil v. Picillo , 682 F.Supp. 706 , 727 (D.R.I. 1988) (same), aff'd , 883 F.2d 176 (1st Cir.1989) ; **Countrywide Home Loans, Inc. v. Sheets, 371 P.3d 322, 327(Idaho 2016)**(for unclean hands doctrine to apply, "the conduct must be intentional or willful, rather than merely negligent"); Hoffman Constr. Co. v. U.S. Fabrication ...

Content: Court Filings | **Date:** June 14, 2021

3. [380 PROPS. v. SORROW](#), 2019 GA App. Ct. Briefs LEXIS 1677

... Any party seeking equitable relief is subject to the unclean hands doctrine. O.C.G.A. § 23-1-10 . Williams v. Williams , 255 Ga. 264 , 265 (1985) ("It is well established . . . that equity is not available to one who lacks clean hands as to the relief sought."); cf. **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 273(Sup. Ct. 2106)**("In determining if the clean hands doctrine applies, a court has discretion to evaluate the relative conduct of both parties and to determine ...

Content: Court Filings | **Date:** July 19, 2019

4. [HERNDON v. CITY OF SANDPOINT](#), 2022 ID S. Ct. Briefs LEXIS 643

... "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 at issue." **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 273, 371 P.3d 322, 327(2016)** (internal citations omitted). On appeal, Herndon argues that the City chose to deal with the Festival through a defective lease which was executed in violation ...

Content: Court Filings | **Date:** August 11, 2022

5. [PORCELLO v. The Estate of ANTHONY J. PORCELLO](#), 2019 ID S. Ct. Briefs LEXIS 1699

... and Mark had made interest payment for many months. Tr., Vol. VIII, p. 1351, L. 6-25. The district court also observed that during trial and in written closing argument, Tony and Annie failed to develop the advancement argument, other than to make a conclusory statement that Mark and Jennifer failed to satisfy the terms of the Note and Deed of Trust. R., p. 476. The district court also distinguished **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 272, 371 P.3d 322, 327(2016)** ...

Content: Court Filings | **Date:** October 18, 2019

6. [WILSON v. WILSON](#), 2019 ID S. Ct. Briefs LEXIS 1612

... B. The magistrate court did not error in finding the \$ 35,000.00 gift from Mr. Wilson to Ms. Kinsey for the purchase of the property located 1110 8th Avenue, Lewiston, Idaho was not an asset of the party's marriage . In his Appellant brief, Mr. Wilson claims that the court erred in not awarding him in an equitable lien upon Ms. Kinsey's home at 1110 8th Avenue home. Mr. Wilson cites **Countrywide Loans v. Sheets and Bank of America, 160 Idaho 268, 371 P.3d 322(2016)** as authority that ...

Content: Court Filings | **Date:** October 15, 2019

7. [**WILSON v. WILSON**](#), 2019 ID S. Ct. Briefs LEXIS 1444

... question in this case, which is what is to be done to recognize the equity of providing Appellant with equitable compensation for his separate property contribution to the real estate now classified as separate property? The answer is to impose an equitable lien on the home for all or part of the \$ 35,000.00 down payment. An equitable lien is a court ordered tool for enforcing the doctrine of unjust enrichment. That doctrine was recently stated in **Countrywide Loans v. Sheets and Bank of America, ...**

Content: Court Filings | **Date:** September 15, 2019

8. [**REESE v. SIDDOWAY & CO.**](#), 2019 ID S. Ct. Briefs LEXIS 103

... A party is only entitled to damages for unjust enrichment if he establishes three elements: "(1) a benefit is conferred on the defendant by the plaintiff; (2) the defendant appreciates the benefit; and (3) it would be inequitable for the defendant to accept the benefit without payment of the value of the benefit."

Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 272, 371 P.3d 322, 326(2016) (quoting Teton Peaks Inv. Co., LLC v. Ohme, 146 Idaho 394, 398, 195 P.3d 1207, 1211 ...

Content: Court Filings | **Date:** January 22, 2019

9. [**NORTH IDAHO BLDG. CONTRS. ASS'N v. CITY OF HAYDEN**](#), 2018 ID S. Ct. Briefs LEXIS 304

... a fee of \$ 2,280. Id. But, such conduct does not rise to the level of "inequitable, unfair and dishonest, or fraudulent and deceitful," conduct which is necessary for the application of the doctrine of unclean hands. **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 271, 371 P.3d 322, 325(2016)** . As previously stated, nothing in Loomis mandates that the only methodology a city may follow to calculate a legal cap fee is that which was used by the City of Hailey or that the failure ...

Content: Court Filings | **Date:** February 21, 2018

10. [**SELECT PORTFOLIO SERVICING v. DUNMIRE**](#), 2019 NV S. Ct. Briefs LEXIS 2783

... , 245 P.3d 535 (2010) (citing Houston v. Bank of Am. Fed. Sav. Bank, 119 Nev. 485, 489, 78 P.3d 71, 74 (2003)) . See also **Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 371 P.3d 322(2016)** (attorney's fees awarded to Bank of America where borrower "failed to pay on his loan for six years, apparently hoping to obtain a windfall due to Bank of America 's error[.]"); Oliverio, 109 Wash.App. at 73, 33 P.3d at 1106 ...

Content: Court Filings | **Date:** April 17, 2019














Motions

11. [**Oregon-Idaho Utils. Inc. v. Skitter Cable TV Inc.**](#), 2017 U.S. Dist. Ct. Motions LEXIS 133518

... The elements of unjust enrichment are that (1) a benefit is conferred on the defendant by the plaintiff; (2) the defendant appreciates the benefit; and (3) it would be inequitable for the defendant to accept the benefit without payment of the value of the benefit. **Countrywide Home Loans, Inc. v. Sheets, 371 P.3d 322, 329(Idaho 2016)** .deg Here, OIU alleged that it provided a benefit to the Skitter Defendants by paying \$ 4500 to Kingdom Telephone; that Skitter "accepted the benefits"; ...

Content: Court Filings | **Date:** December 11, 2017

Legend

	Warning - Negative Treatment is Indicated		Red - Warning Level Phrase
	Questioned - Validity questioned by citing references		Orange - Questioned Level Phrase
	Caution - Possible negative treatment		Yellow - Caution Level Phrase
	Positive - Positive treatment is indicated		Green - Positive Level Phrase
	Analysis - Citing Refs. With Analysis Available		Blue - Neutral Level Phrase
	Cited - Citation information available		Light Blue - No Analysis Phrase
	Warning - Negative case treatment is indicated for statute		

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