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Document (1)

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Plaintiff Documents

MSJ- Bass- REPLY MEMO--10-18-2024.pdf

MSJ- DPW dec (2)--10-18-2024.pdf

Defendant Documents

DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION E.docx DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION C.docx DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION D.docx

Recommendations

Plaintiff 87
Shared 0
Defendant 6

Based on key passages we have identified from your document(s).

Similar Briefs

Plaintiff 30 Defendant 0

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Unverified	8	0	2
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Quote Check

Plaintiff 0 incorrect and 0 correct quotes identified in your document(s)

Shared 0 incorrect and 0 correct quotes identified in your document(s)

Defendant 0 incorrect and 0 correct quotes identified in your document(s)

Jurisdiction (4)

Jurisdictions from all documents have been applied to make recommendations. 3rd Circuit, U.S. Supreme Court, 9th Circuit, Idaho

Extracted Concepts

We identified the following legal concepts in your document:

Plaintiff

no evidence, non judicial foreclosure, good faith, issue of material fact, nonjudicial, in good faith, foreclosure sale, payment, ejectment, conclusory assertion, auction, undisputed facts, dispute of fact, compliance, noncomplying, genuine issue, accusation, entry of summary judgment, servicer, under penalty of perjury, winning bid, managing member, real property, factual dispute, property funds, vacate, possessing property, loan, property owner, attempt, speculation, ejectment action, disclose, third party, purchase of property, third party purchaser

Shared

bona fide purchaser, defect, collusion, eviction notice, trust deed, trustee, sale, genuine issue of material fact, email, nez perce, opening bid

Defendant

notice to vacate, anti trust, manipulation, sherman anti trust act, citation error, auction process, proper notice, federal anti trust law, coordination, no jurisdiction, admission, tenant, felony, written notice, legal requirements, complete notice, dismissal of case, fail to meet, mistake, failure, payoff, prosecutor, public auction, warn, demonstrate, fiduciary duty, federal law, termination, date of notice, statutory requirements, insufficient notice, deception, tenancy, support of the motion, memorandum, burden of proof, union state, wells fargo bank, no violation, legal research, provide evidence, fail to provide, fail to produce, ensuring compliance, obligation, state bank, intent, signature, unintentional, landlord, purchaser, execute, lease agreement, involved parties, tenant's right, current case, uphold, plaintiffs failed, fully aware, competitive bid, transfer, communication, validity

Recommendations - Plaintiff

MSJ- Bass- REPLY MEMO--10-18-2024.pdf

6 passages in your document have recommendations.

Key Passage 1

While the standard of review applicable to motions for summary judgment is well known to the Court it bears repeating that in order to forestall summary judgment, a party "must do more than present a scintilla of evidence, and merely raising the 'slightest doubt' as to facts is not sufficient to create a genuine issue." *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 871, 452 P.2d 362 (1969); *G&M Farms v. Funk Irrigation Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). A disputed fact will not be deemed "material" for summary judgment purposes unless it relates to an issue disclosed by the pleadings. *Argyle v. Slemaker*, 107 Idaho 668, 669-70, 691 P.2d 1283, 1284-85 (Ct. App. 1984)(emphasis added). Thus, any dispute of fact is not sufficient to create a genuine issue1 of material fact which would thereby preclude entry of summary judgment. *Id.*Rather, the particular fact in dispute must be of such significance so as to possibly render the outcome of the case different than if the fact did not exist. *Peterson v. Romine*, 131 Idaho 537, 540, 960 P.2d 1266, 1269 (1998); *See also Rife v. Long*, 127 Idaho 841, 849, 908 P.2d 143, 151

Cases recommended for key passage 1 (8)

Matching legal concepts:

Farm Credit Bank | Slightest Doubt | Scintilla Of Evidence | Summary Judgment | Irrigation | Genuine Issue | River

Outcome: The family of the deceased's claims against the car manufacturer for failure to include a lap belt with the restraint system were preempted by the federal standard that directly addressed the performance requirements of such restraint systems.

Relevant passage: Farm Credit Bank of Spokane v. Stevenson, 125 Idaho 270, 272-73, 869 P.2d 1365, 1367-68 (1994). In order to forestall summary judgment in that case, the plaintiff must do more than present a scintilla of evidence, and merely raising the "slightest doubt" as to the facts is not sufficient to create a genuine issue. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362, 368 (1969); G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851, 854 (1991).



Matching legal concepts:

Summary Judgment | Summary Judgment Motion | Scintilla Of Evidence | Issue Of Fact | Opposing Party | Irrigation | Genuine Issue | Speculation | Farm | River

Outcome: Fraud and other claims were improperly denied on summary judgment because there were factual issues as to whether attorney represented both the heirs and the land purchaser and whether he concealed the land's appraised value in completing the sale.

Relevant passage: Nevertheless, when a party moves for summary judgment the opposing party's case must not rest on mere speculation because a mere scintilla of evidence is not enough to create a genuine issue of fact. G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 808 P.2d 851 (1991); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969). Notwithstanding the utility of a summary judgment, a motion for summary judgment should be granted with caution. Steele v. Nagel, 89 Idaho 522, 406 P.2d 805 (1965).



Matching legal concepts:

Moving Party | Genuine Issue | Material Fact | Farm | Summary Judgment Motion | Genuine Issue Of Material Fact | Non Moving Party | Burden Of Proof | Irrigation | Nonmoving | Speculation

Outcome: The question of the scope of a university's obligation under an agreement to act in good faith and to employ reasonable measures to ensure performance of a no-contact agreement between a professor and a student was one for a jury.

Relevant passage: The burden of proving the absence of a genuine issue of material fact rests at all times upon the moving party. G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851, 854 (1991). However, to withstand a motion for summary judgment, the non-moving party's case must consist of more than speculation; it must create a genuine issue regarding a material fact. G & M Farms, 119 Idaho at 517, 808 P.2d at 854.



Idaho Supreme Court | 2012-03-05

Matching legal concepts:

Scintilla Of Evidence | Summary Judgment | Genuine Issue | River

Outcome: The district court did not err in granting the landowner summary judgment on the premises liability claim or negligence per se claim as forklift operator failed to prove that landowner knew or should have known the water meter cover was dangerous and site engineering was not requirement of building permit process, Idaho Code Ann. § 39-4111(1).

Relevant passage: Moreover, a mere scintilla of evidence or merely casting a slight doubt over the facts will not defeat summary judgment. Corbridge v. Clark Equip. Co., 112 Idaho 85, 87, 730 P.2d 1005, 1007 (1986). In other words, to create a genuine issue, there must be evidence upon which a jury may rely. See id. (citing Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362, 368 (1969)).



Matching legal concepts:

Scintilla Of Evidence | Summary Judgment | Genuine Issue | River

Outcome: Where decedent was the passenger in a car that crossed the center line of the highway and drove into the path of a semi-tractor trailer, appellants failed to set forth any facts to prove the truck driver was negligent and a proximate cause of the accident; therefore, the district court did not err in granting his motion for summary judgment.

Relevant passage: Moreover, a mere scintilla of evidence or merely casting a slight doubt of the facts will not defeat summary judgment. Corbridge v. Clark Equip. Co., 112 Idaho 85, 87, 730 P.2d 1005, 1007 (1986). In other words, to create a genuine issue, there must be evidence upon which a jury may rely. See id. (citing Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362, 368 (1969)).



Matching legal concepts:

Farm | Summary Judgment Motion | Issue Of Material Fact | Material Factual Issue | Absence Of Genuine Issues Of Material Fact | Burden Of Proof | Scintilla Of Evidence | Issue Of Fact | Evidence Indicating | All Time | Opposing Party | Moving Party | Irrigation | Speculation

Outcome: Summary judgment was proper, where plaintiff did not provide evidence that defendant's road was not abandoned, as there was no evidence that the road had been maintained in the past five years.

Relevant passage: The burden of proving the absence of an issue of material fact rests at all time upon the moving party. McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991); G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851, 854 (1991). When a motion for summary judgment has been properly supported with evidence indicating the absence of material factual issues, the opposing party's case must not rest on mere speculation, and a mere scintilla of evidence is not enough to create a genuine issue of fact. McCoy, 120 Idaho at 769, 820 P.2d at 364; G & M Farms, 119 Idaho at 517, 808 P.2d at 854.



Matching legal concepts:

Farm | Summary Judgment Motion | Issue Of Material Fact | Material Factual Issue | Absence Of Genuine Issues Of Material Fact | Burden Of Proof | Scintilla Of Evidence | Issue Of Fact | Evidence Indicating | Opposing Party | Moving Party | Irrigation | Speculation

Outcome: Trial court did not err in quieting title in the adjoining parcel owners to a disputed portion of land where the neighbors did not prove the enclosure and cultivation elements of the adverse possession statute by clear and satisfactory evidence.

Relevant passage: The burden of proving the absence of an issue of material fact rests at all times upon the moving party. McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991); G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851, 854 (1991). When a motion for summary judgment has been properly supported with evidence indicating the absence of material factual issues, the opposing party's case must not rest on mere speculation, and a mere scintilla of evidence is not enough to create a genuine issue of fact. McCoy, 120 Idaho at 769, 820 P.2d at 364; G & M Farms, 119 Idaho at 517, 808 P.2d at 854.



A Harris v. Dep't of Health & Welfare 123 Idaho 295

Idaho Supreme Court | 1992-12-31

Matching legal concepts:

Dispute Of Fact | Strong Line | Non Moving Party | Reviewing Court | Summary Judgment | Irrigation | Reasonable Inference | Nonmoving | Preserve | Farm | River

Outcome: The specific harm toward members of the public must have been manifest or ostensible and highly likely to occur for the state to have been liable for a crime committed by a juvenile. Statutory limitation on the state's liability was constitutional.

Relevant passage: A strong line of cases weaves a tight web of authority that strictly defines and preserves the standards of summary judgment. The reviewing court must liberally construe disputed facts in favor of the nonmoving party and make all reasonable inferences in favor of the party resisting the motion. McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991); G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851, 854 (1991); Kline v. Clinton, 103 Idaho 116, 120, 645 P.2d 350, 354 (1982); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868, 452 P.2d 362, 365 (1969).

Key Passage 2

With respect to Defendant's contention that because Plaintiffs' representative3 showed up with a pre-printed check, there must have been collusion, again, such argument is without any legal or factual support. Specifically, in Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc., 170 Idaho 649 (2022) the Idaho Supreme Court noted that Idaho Code § 451- 1506(9) requires that payment be tendered at auction and that the Trustee is entitled to set the terms of the sale including acceptable forms of payment. 4 Here, Defendant presents no evidence to support any irregularity with the Trustee's Sale procedure. There's nothing in Idaho law that prevents a Trustee from disclosing the amount of the opening credit bid to be placed by the foreclosing lender to interested purchasers such that they can evaluate whether to participate in the sale, or to determine what they may wish to bid. There's similarly no evidence before the Court that Plaintiffs' bid was not the highest bid, or that the Trustee did not otherwise require the winning bidder to tender funds in the form of cashier's check(s) as was done here. Thus, Defendant's contention that because Plaintiffs had pre-printed checks ready to tender should they become the winning bidder is immaterial especially in light of Idaho's statutory requirement that funds be tendered "forthwith" and does not create an issue of material fact sufficient to withstand summary

Cases recommended for key passage 2 (7)

📤 Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808

Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Trust Deed | Purchaser | Sale | Receive Payment | Price Bid | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Beneficiary | Inter Alia | Auction | Execute

Outcome: Mortgagor was entitled to deficiency judgment against mortgagees because there was no violation of the deed of trust foreclosure statute and mortgagor did not waive right to sue under the terms of the note.

Relevant passage: Idaho Code § 45-1506(8) dictates, inter alia, that the trustee shall sell the property in one 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. In addition, Idaho Code § 45-1506(9) provides that 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.

♦ Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808 Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Trust Deed | Beneficiary | Inter Alia | Auction

Outcome: A beneficiary who held a trustee's sale upon the mortgagor's default and purchased the property at that sale was not precluded from seeking the deficiency owed on the note as well as interest and attorney fees because it did not waive that right.

Relevant passage: Idaho Code § 45-1506(8) dictates, inter alia, that: the trustee shall sell the property in one 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.

Russell v. Onewest Bank FSB 2011 U.S. Dist. LEXIS 121836

U.S. Dist. Idaho | 2011-10-20

Matching legal concepts:

Payment | Trustee | Purchaser | Foreclosure | Invalidate | Title Of Real Property | Full Payment | Notice Of Sale | Good Faith Purchaser | Interest In Property | Time Of Sale | Paying Cash | Credit Bid | Loan Amount | Court's Refusal | Foreclosed Property | Bid Price | Original Owner | Fully Paid | Foreclosure Sale | Termination | Promote | Excess | Preserve | Portion | Transfer

Outcome: Deed of Trust beneficiary's motion to dismiss was granted, in part, because its appointment of a trustee the day before the Deed of Trust was assigned to it was valid; under Idaho Code Ann. § 45-1504(2), the beneficiary vested the authority of trusteeship through the act of recording not the date of assignment.

Relevant passage: In Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (Idaho 2009), the original owners of a foreclosed property sought invalidation of a foreclosure sale, alleging that the credit bid purchaser had not paid

cash for the portion of the bid in excess of the loan amount, in violation of Idaho Code § 45-1506(9), which requires full payment of the bid amount at the time of sale. Id. at 111. The court found that the purchaser violated the statute by not paying the full bid price at the time the trustee transferred the deed to them. Id. at 113. Nonetheless, the court refused to invalidate the sale, holding that under § 45-1508 "the sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale." Id. The court reasoned that its interpretation "promote[d] the legislature's interest in preserving the finality of title to real property." Id. The court held that it was irrelevant whether the buyer was a good faith purchaser, because the sale became final upon the trustee's acceptance of the bidder's payment, terminating the borrower's interest in the property.

M & I Bank, FSB v. Coughlin 2011 U.S. Dist. LEXIS 130638 U.S. Dist. Ariz. | 2011-11-10

Matching legal concepts:

Beneficiary | Trustee | Credit Bid | Taking Property | Trustee Sale | Payment | Actual Payment | Cash Bid | Resale Price | Outstanding Debt

Outcome: Lender was entitled to summary judgment on fraud claim against property seller because there was no genuine dispute as to liability with respect to cashier's check on which seller named borrower as remitter; lender was also entitled to summary judgment on breach of contract claim against title company because company breached closing instructions.

Relevant passage: M&I asks for the difference between the outstanding debt and the resale price following the trustee's sale. However, M&I took the property at the trustee's sale for a credit bid: A beneficiary's credit bid, whether full or partial, is actual payment to the beneficiary to the extent of the bid, just as a cash bid and payment by a non-beneficiary would be. A beneficiary who bids high, drives out other bidders, and takes the property for the amount of its bid may not then say it was not really paid because it paid itself too much. M & I Bank, FSB v. Coughlin, 805 F. Supp. 2d 858, 868, 2011 U.S. Dist. LEXIS 88485, 2011 WL 3489609, at *9 (D. Ariz. 2011).

♦ In re Princeton Office Park, L.P. 504 B.R. 382

U.S. Bankr. N.J. | 2014-01-31

Matching legal concepts:

Certificate | Tax Collector | Interest Rate | Tax Sale Certificate | Winning Bidder | Escrow | Auction | Willing To Pay | Municipality | Outstanding Tax | Zero Percent | Five Years | Unpaid Taxes | Paying Tax | Sum Of Money | Consideration | Purchaser | Excess

Outcome: Partnership showed that claim LLC filed against partnership's Chapter 11 bankruptcy estate should be disallowed because LLC violated N.J. Stat. Ann. § 54:5-63.1 when it claimed it was entitled to recover \$600,100 premium it paid for tax lien it purchased on property partnership owned; LLC knew that partnership was not obligated to pay the premium.

Relevant passage: At an auction of a tax sale certificate, the bidders bid against each other in the form of the rate of interest which a bidder is willing to accept on the certificate, with the winning bid being the lowest interest rate any bidder will accept. If the interest rate is bid down to zero percent, bidders may then bid sums of money or "premiums" that they are willing to pay in excess of the unpaid taxes. N.J. Stat. Ann. § 54:5-32. In auctions involving premiums, the winning bid is the bid with the highest premium any bidder is willing to pay to the municipality. N.J. Stat. Ann. § 54:5-32. At the conclusion of the auction, the winning bidder pays the tax collector the amount of the outstanding taxes and interest in consideration of buying the certificate. If there is a premium associated with the bid, the winning bidder also pays to the tax collector the amount of the premium, which the tax collector holds in escrow. N.J. Stat. Ann. § 54:5-32. If the certificate is redeemed within five years of the sale, the escrowed premium is returned to the tax sale certificate purchaser. N.J. Stat. Ann. § 54:5-33. After the end of

the five-year period, if the certificate has not been redeemed, the premium becomes the property of the municipality and is released from escrow. N.J. Stat. Ann. § 54:5-33.

M&I Bank, FSB v. Coughlin 805 F. Supp. 2d 858

U.S. Dist. Ariz. | 2011-08-09

Matching legal concepts:

Lender | Trustee | Credit Bid | Trustee Sale | Rev Stat | Winning Bidder | Potential Purchaser | Anyone Else | Outstanding Indebtedness | Same Amount | Cost Incurred | Beneficiary | Trips

Outcome: Ariz. Rev. Stat. § 33-814(D) did not protect the seller, broker, and escrow agent from liability where the lender's claims against them were not claims against those directly, indirectly, or contingently liable on the secured contract.

Relevant passage: Like anyone else, a lender may bid for property at a trustee's sale. But the lender's position differs from that of other potential purchasers because a lender's cash, if treated the same as other bidders' cash, would run a pointless round trip: the lender (as winning bidder) would write a check to the trustee, and the trustee would in turn write a check to the lender (as beneficiary) for the same amount. To avoid the inefficiency of requiring the lender to tender cash which would only be immediately returned to it, the lender is allowed to make a credit bid up to the amount of the outstanding indebtedness. In other words, the lender may bid the money it already lent, to the extent it has not been repaid. In Arizona a credit bid may also include interest and the costs incurred arranging for the trustee's sale. Ariz. Rev. Stat. § 33-801(5).



🗣 Fannie Mae v. Hafer 158 Idaho 694

Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Full Payment | Time Of Sale | Original Owner | Fail To Comply | Foreclosure | Foreclosure Sale | Property **Owner**

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: Id. at 142, 59 P.3d at 313. Spencer does not conflict with this view of Idaho Code section 45-1508. Spencer involved a foreclosure sale in which the original owners of property challenged the sale of that property on the ground that the bidder failed to comply with Idaho Code section 45-1506(9), which requires full payment of the bid at the time of sale. Spencer, 147 Idaho at 503-04, 211 P.3d at 112-13.

Key Passage 3

indication of jail time.

At the end of the day, Defendant's arguments in opposition to summary judgment are based upon nothing more than his own speculation. Defendant presents no evidence that Plaintiffs were in collusion with his lender or his trustee or that a price was agreed upon in advance of sale, but instead seeks to draw his own conclusions that because no one else showed up to participate in the auction it must have been fixed. As required by Idaho Code § 45-1506(8), the undisputed facts reflect that a sale was held on the date and time and place designated in the Notice of Postponed Trustee's Sale, and that the Trustee sold the property to the highest bidder. The undisputed facts similarly reflect that Plaintiffs' as the purchaser at the sale "forthwith" paid the price bid and that upon receipt a Trustee's Deed was issued consistent with the requirements of Idaho Code § 45- 1506(9).

Cases recommended for key passage 3 (10)



Russell v. Onewest Bank FSB 2011 U.S. Dist. LEXIS 121836

U.S. Dist. Idaho | 2011-10-20

Matching legal concepts:

Payment | Trustee | Purchaser | Foreclosure | Invalidate | Title Of Real Property | Full Payment | Notice Of Sale | Good Faith Purchaser | Interest In Property | Time Of Sale | Paying Cash | Credit Bid | Loan Amount | Court's Refusal | Foreclosed Property | Bid Price | Original Owner | Fully Paid | Foreclosure Sale | Termination | Promote | Excess | Preserve | Portion | Transfer

Outcome: Deed of Trust beneficiary's motion to dismiss was granted, in part, because its appointment of a trustee the day before the Deed of Trust was assigned to it was valid; under Idaho Code Ann. § 45-1504(2), the beneficiary vested the authority of trusteeship through the act of recording not the date of assignment.

Relevant passage: In Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (Idaho 2009), the original owners of a foreclosed property sought invalidation of a foreclosure sale, alleging that the credit bid purchaser had not paid cash for the portion of the bid in excess of the loan amount, in violation of Idaho Code § 45-1506(9), which requires full payment of the bid amount at the time of sale. Id. at 111. The court found that the purchaser violated the statute by not paying the full bid price at the time the trustee transferred the deed to them. Id. at 113. Nonetheless, the court refused to invalidate the sale, holding that under § 45-1508 "the sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale." Id. The court reasoned that its interpretation "promote[d] the legislature's interest in preserving the finality of title to real property." Id. The court held that it was irrelevant whether the buyer was a good faith purchaser, because the sale became final upon the trustee's acceptance of the bidder's payment, terminating the borrower's interest in the property.



Capital Realty Servs., L.L.C. v. Benson (In re Benson) 293 B.R. 234

U.S. Bankr. Ariz. | 2003-05-21

Matching legal concepts:

Trustee | Sale | Trustee Sale | Bid Price

Outcome: A corporation did not have standing to seek relief from an automatic stay where a debtor filed her Chapter 13 case after the corporation provided a deposit on the debtor's principal residence at a trustee's sale, but before it paid the bid price.

Relevant passage: The statutory detail of a trustee's sale procedure fairly clearly indicates that a sale is not complete until the bid price is paid.



A Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808

Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Trust Deed | Purchaser | Sale | Receive Payment | Price Bid | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Beneficiary | Inter Alia | Auction | Execute

Outcome: Mortgagor was entitled to deficiency judgment against mortgagees because there was no violation of

the deed of trust foreclosure statute and mortgagor did not waive right to sue under the terms of the note.

Relevant passage: Idaho Code § 45-1506(8) dictates, inter alia, that the trustee shall sell the property in one 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. In addition, Idaho Code § 45-1506(9) provides that 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.

Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808 Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Trust Deed | Beneficiary | Inter Alia | Auction

Outcome: A beneficiary who held a trustee's sale upon the mortgagor's default and purchased the property at that sale was not precluded from seeking the deficiency owed on the note as well as interest and attorney fees because it did not waive that right.

Relevant passage: Idaho Code § 45-1506(8) dictates, inter alia, that: the trustee shall sell the property in one 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.

Kibodeaux v. Wells Fargo Bank, N.A. 2010 U.S. Dist. LEXIS 87329 U.S. Dist. Ariz. | 2010-08-02

Matching legal concepts:

Trustee | Us Bank | Trustee Sale | Ministerial Act | Bid Price | Void As To Creditors | Deemed Complete | Sale Of Property | Sale Date | Subsequent Purchaser | Highest Bidder | Trust Deed | Valuable Consideration | Payment | General Law | Without Notice | Recordation

Relevant passage: U.S. Bank was the highest bidder at the trustee's sale conducted on October 7, 2008. U.S. Bank paid the bid price on the sale date. A plain reading of section 33-810(A) is that the trustee's sale of the property became complete when U.S. Bank paid the trustee. Id. The statute does not require recordation of the trustee's deed in order for the sale to be completed, as this is merely a "ministerial [act]." See id.; see also In re Steiner, 251 B.R. 137, 141 (Bankr. D. Ariz. 2000) ("Since the sale is already deemed complete upon payment of the bid price . . . the 'ministerial act' provision must have been included to override the more general law that such transactions would be void as to creditors and subsequent purchasers for valuable consideration without notice until the deed is recorded.").

In re Hull 311 F. Supp. 197
Eastern Dist. Cal. | 1970-02-27

Matching legal concepts:

Foreclosure | Foreclosure Sale | Loss | Refuse | Court Of Competent Jurisdiction | Nonpayment | Correct Valuation | Amount Of Loss | Separate Sale | Amount Bid | Selling Property | Highest Bidder | Code Of Civil Procedure | Refuse To Pay | No Authority | Payment | Real Property | Deviation | Purchaser | Referee | Execute | Strike

Outcome: Secured creditors could not be charged with additional expenses or the general costs of administration of bankrupt debtors' estate where the secured creditors did not benefit from the expenditure and did not expressly or impliedly consent thereto.

Relevant passage: I first consider the foreclosure sale procedure and the correct valuation of the proceeds from the sale of the Bret Harte Inn real property. The Referee treated the Bulkeley Enterprises and Cort bids not as separate sales but as "substitutions." The foreclosure sale was held pursuant to California law - Cal. Code of Civil Procedure § 692 et seq. The section concerning non-payment of bids is § 695: If a purchaser refuse to pay the amount bid by him for property struck off to him at a sale under execution, the officer may again sell the property at any time to the highest bidder, and if any loss be occasioned thereby, the officer may recover the amount of such loss, with costs, from the bidder so refusing, in any Court of competent jurisdiction. (West 1955) No authority has been cited to me and I have found none authorizing a deviation from this procedure such as the "substitution" effected in this case. Since the power to make a foreclosure sale is derived from statute, such sale must be effected in the manner provided by statute.



Bankr. Central Dist. Cal. | 2015-01-20

Matching legal concepts:

Trustee | Trustee Sale | Nonbankruptcy Law | Non Bankruptcy | Civ Code | Irrevocable Offer | Foreclosure Auction | Final Bid | Highest Bid | Trust Deed | Foreclosure Sale | General Rule | Recordation | Delivery

Outcome: Cause existed under 11 U.S.C.S. § 362(d)(1) to grant purchaser at prepetition foreclosure sale stay relief where debtor could not exercise his statutory right of redemption through his Chapter 13 plan and was essentially a squatter. Retroactive annulment was warranted, as post-petition delivery and recordation of trustee's deed were not void acts.

Relevant passage: If the Court must consider "applicable nonbankruptcy law," the result remains the same in this case: Property is "sold at a foreclosure sale" at the completion of the foreclosure auction under California law, rather than at the delivery or recordation of the trustee's deed. In a typical trustee's sale, every bid is "deemed to be an irrevocable offer by that bidder," Cal. Civ. Code § 2924h(a), and the sale is "deemed final upon the acceptance of the last and highest bid," id. § 2924h(c). Therefore, "[a]s a general rule, a trustee's sale is complete upon acceptance of the final bid" under California law. Nguyen, 105 Cal. App. 4th at 441.

7 440 v. Riverbank 2014 Ida. Dist. LEXIS 37 Idaho Dist. Ct., Kootenai Ctv. | 2014-10-16

Matching legal concepts:

Sale | Notice Of Sale | Trustee | United States Bankruptcy Code | Original Date | Date And Time | Designated Place | Time And Place | Fully Paid | Notice Provision | Payment

Relevant passage: Idaho Code § 45-1506 requires that "[t]he sale [] be held on the date and at the time and place designated in the notice of sale " I.C. § 45-1506(8). "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009). When the original date and time for a sale is rescheduled because of a stay under the provisions of the U.S. Bankruptcy Code, the trustee is required to follow the notice provisions set forth in Idaho Code § 45-1506A.

Matching legal concepts:

Full Payment | Time Of Sale | Original Owner | Fail To Comply | Foreclosure | Foreclosure Sale | Property Owner

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: Id. at 142, 59 P.3d at 313. Spencer does not conflict with this view of Idaho Code section 45-1508. Spencer involved a foreclosure sale in which the original owners of property challenged the sale of that property on the ground that the bidder failed to comply with Idaho Code section 45-1506(9), which requires full payment of the bid at the time of sale. Spencer, 147 Idaho at 503-04, 211 P.3d at 112-13.

Black Diamond Alliance, LLC v. Kimball 148 Idaho 798
Idaho Supreme Court | 2010-03-25

Matching legal concepts:

Subsequent Date | Time And Place | Trustee | Notice Of Sale | Cancellation | Original Sale | Initial Sale | Designated Place | Trustee Sale | Trust Deed | Beneficiary | Showup | Waive

Outcome: In an ejectment action, the buyer of foreclosed real estate was entitled to receive attorney fees under Idaho App. R. 11.2 because the appeal was frivolous in that the mortgagor's counsel framed the issue as questioning what notice was required for a postponed sale, and the law on that issue was clearly stated in Idaho Code Ann. § 45-1506(8).

Relevant passage: Idaho Code Ann. § 45-1506(8) provides that a trustee sale must be held at the time and place designated in the notice of sale (or notice of rescheduled sale where the original sale was barred by a stay as provided in Idaho Code Ann. § 45-1506A) but that the trustee may postpone the sale upon request of the beneficiary by publicly announcing at the time and place originally fixed for the sale the postponement to a subsequent date and hour. If a deed of trust obligor wanted to protect his or her interests, he or she would attend the initial sale and be present to hear of any postponement and act accordingly to protect those interests at the later date. On the other hand, if the obligor did not show up at the initially scheduled sale, one might assume that he or she essentially waived any notice of a postponed sale. The statute does not eliminate the need for a new notice in the event that a sale is canceled, rather than merely being postponed to a subsequent date in accordance with the requirements of Idaho Code Ann. § 45-1506(8).

Treatise recommendations for key passage (2)

363.02 Use, Sale or Lease of Property of the Estate Other Than in the Ordinary Course of Business; § 363(b)

Collier on Bankruptcy | Federal

Matching legal concepts:

Court Approval | Reopen | Trustee | Payment Terms | Higher Bidder | Auction Process | Negotiated Sale | Gross Inadequacy | Lower Bid | Expressly Authorize | Best Bid | Substantial Reason | Bid Procedures | Business Reason | Fair And Reasonable | Judicial System | High Price | Purchase | Expectation | Estate

Relevant passage: The price to be paid should be "fair and reasonable." Although a trustee normally would be expected to sell to the highest bidder at an auction, there may be sound business reasons to accept a lower bid, particularly in a negotiated sale. For example, the payment terms may be more favorable, or the trustee may have substantial reason to doubt the ability of the higher bidder to raise the cash necessary to complete the purchase. Or the higher bid might have arrived after the close of a court-approved auction process, in which case a court may reopen the auction where there are irregularities in the auction procedures, where the price is grossly inadequate, where complexity prevented a clear winner from emerging or where the bid procedures expressly authorize it. Otherwise, a court should not reopen bidding even to obtain a higher price for the estate, because doing so undermines bidder expectations, encourages bidders to hold their best bids until the court approval hearing after the auction and undercuts confidence and faith in the integrity of the judicial system.

4.07 An Auction Sale Is One in Which the Price Is Determined by Competitive Bids
Corbin on Contracts Desk Edition | National

Matching legal concepts:

Sale | Closing Of The Sale | Without Reserve | Contract | Higher Bid | Highest Bidder | Options Contract | Irrevocable Power | Prior Bid | No Bid | Permitted To Withdraw | Selling Property | Offer To Sell | Property Owner | Reasonable Time | Preclude | Auction | Discharge | Construction

Relevant passage: In an auction "without reserve," it is generally understood that the goods will not be withdrawn unless there is no bid within a reasonable time. In effect, such a sale is viewed as an offer to sell the property to the highest bidder. Once a bid is made, therefore, the situation may appear to form a contract between the owner of the property and the bidder, subject to no higher bid being made. That construction, however, is precluded because, like the bidder in a "with reserve" sale, the bidder in a "without reserve" sale is permitted to withdraw the bid prior to the close of the sale. Thus, a bid in a "without reserve" sale simply makes the auctioneer's offer irrevocable; it creates, in effect, an option contract with the current bidder. A higher bid will discharge that "option" contract and substitute a new offeree with an irrevocable power of acceptance. If the bidder does not withdraw the highest bid prior to the closing of the sale, the bid can no longer be withdrawn and a contract at the price of the highest bid is formed upon the closing of the sale. If the highest bidder withdraws the bid prior to the closing of the sale, however, no previous bid is revived.

Key Passage 4

Defendant Bass continues to seek to litigate or co-mingle issues he has with the actions or inactions of his prior bank and/or servicer. In doing so, Defendant fails to appreciate that the present case is not the time nor place to litigate such issues. If Defendant has issues with various non-parties to the present suit, he can certainly litigate those issues against them, as he has attempted to do so previously; however, his qualms do not create an issue of material fact here. Stated differently, none of Defendant's purported issues with his prior trustee, bank or servicer, evidence any non-compliance with the Idaho Trust Deeds' Act, which the Idaho Supreme Court has noted is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory violation."

Spencer v. Jameson,211 P.3d 106, 147 Idaho 497 (2009). Given the comprehensiveness of the Idaho Trust Deeds Act, "the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full." Rather, the legislature's interest was "in preserving the finality of title to real property." **Id. Thus, "a sale is final once the trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case)." **Id.**

Cases recommended for key passage 4 (7)

Hobson v. Wells Fargo Bank, N.A. 2012 U.S. Dist. LEXIS 19944

U.S. Dist. Idaho | 2012-02-15

Matching legal concepts:

Assignment | Sale | Notice Of Sale | Interest In Property | Standing To Object | Credit Bid | No Standing | Fully Paid | Payment | Trustee

Relevant passage: But even if the assignment caused some irregularity in the credit bid, "the sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case)." Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106, 113 (Idaho 2009). Therefore, Hobson no longer had any interest in the property after the bid was accepted and has no standing to object to the assignment. Id.

 \$\frac{440 v. Riverbank 2014 Ida. Dist. LEXIS 37}

Idaho Dist. Ct., Kootenai Cty. | 2014-10-16

Matching legal concepts:

Sale | Trustee | United States Bankruptcy Code | Notice Of Sale | Original Date | Date And Time | Fully Paid | Notice Provision | Home Loan | Payment

Relevant passage: "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009). When the original date and time for a sale is rescheduled because of a stay under the provisions of the U.S. Bankruptcy Code, the trustee is required to follow the notice provisions set forth in Idaho Code § 45-1506A. Fed. Home Loan Mortg. Corp. v. Appel, 143 Idaho 42, 46, 137 P.3d 429, 433 (2006).

A Hobson v. Wells Fargo Bank, NA 576 Fed. Appx. 678
9th Circuit - Court of Appeals | 2014-05-29

Matching legal concepts:

Foreclosure | Foreclosure Sale | Assigned Property | Interest In Property | Defender Of Wildlife | Establish Standing | Wells Fargo Bank | Standing To Challenge | Limited Circumstance | Fully Paid | Payment | Trustee

Relevant passage: Hobson does not have standing to challenge defendant Wells Fargo Bank, NA's assignment of the property after the foreclosure sale because she no longer had an interest in the property. See Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106, 113 (Idaho 2009) (stating that, except for limited circumstances not relevant here, a foreclosure "sale is final once the trustee accepts the bid as payment in full"); see also Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61, 112 S. Ct. 2130, 119 L. Ed. 2d 351 (1992) (requirements to establish standing).

• Russell v. Onewest Bank FSB 2011 U.S. Dist. LEXIS 121836
U.S. Dist. Idaho | 2011-10-20

Matching legal concepts:

Payment | Trustee | Purchaser | Foreclosure | Invalidate | Title Of Real Property | Full Payment | Notice Of Sale | Good Faith Purchaser | Interest In Property | Time Of Sale | Paying Cash | Credit Bid | Loan Amount | Court's Refusal | Foreclosed Property | Bid Price | Original Owner | Fully Paid | Foreclosure Sale | Termination | Promote | Excess | Preserve | Portion | Transfer

Outcome: Deed of Trust beneficiary's motion to dismiss was granted, in part, because its appointment of a trustee the day before the Deed of Trust was assigned to it was valid; under Idaho Code Ann. § 45-1504(2), the

beneficiary vested the authority of trusteeship through the act of recording not the date of assignment.

Relevant passage: In Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (Idaho 2009), the original owners of a foreclosed property sought invalidation of a foreclosure sale, alleging that the credit bid purchaser had not paid cash for the portion of the bid in excess of the loan amount, in violation of Idaho Code § 45-1506(9), which requires full payment of the bid amount at the time of sale. Id. at 111. The court found that the purchaser violated the statute by not paying the full bid price at the time the trustee transferred the deed to them. Id. at 113. Nonetheless, the court refused to invalidate the sale, holding that under § 45-1508 "the sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale." Id. The court reasoned that its interpretation "promote[d] the legislature's interest in preserving the finality of title to real property." Id. The court held that it was irrelevant whether the buyer was a good faith purchaser, because the sale became final upon the trustee's acceptance of the bidder's payment, terminating the borrower's interest in the property.

Fannie Mae v. Ormesher 2014 Ida. Dist. LEXIS 31 Idaho Dist. Ct., Kootenai Cty. | 2014-05-20

Matching legal concepts:

Genuine Issue Of Material Fact | Notice Of Sale | Trustee | Good Faith | Designated Place | Fannie Mae | Trustee Sale | Property Dispute | Time And Place | Fully Paid | Payment | In Good Faith | Purchaser

Relevant passage: Even if the pleadings were factually accurate, a genuine issue of material fact exists about whether the trustee's sale of the disputed property was conducted pursuant to I.C. § 45-1506, and whether Fannie Mae is a purchaser in good faith. Among other things, I.C. § 45-1506 requires that "[t]he sale [] be held on the date and at the time and place designated in the notice of sale " I.C. § 45-1506(8). "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009).



Matching legal concepts:

Trust Deed | Validity Of Sale | Trust Deeds Act | Failure | Fail To Comply | Foreclosure | Purchaser | Failure To Give Notice | Notice Of Sale | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Legislature Did Not Intend | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fully Paid | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | Payment | In Good Faith | Personal Service | Real Property | Termination | Default | Publication | Respondent

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: Respondents cite Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), for the proposition that "under the Idaho Trust Deeds Act, the legislature did not intend for a sale to be set aside once a trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale." The section of Idaho's Trust Deeds Act addressed to finality, and the section discussed in Spencer, is Idaho Code section 45-1508, which provides that [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. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final.

Schaeffer v. JP Morgan Chase Bank, N.A. 2017 U.S. Dist. LEXIS 219261 U.S. Dist. Idaho | 2017-12-22

Matching legal concepts:

Trust Deed | Loan Obligation | Chapter 15 | Nonjudicial | Repayment Of Loan | Non Judicial Foreclosure | Comprehensive Regulatory Scheme | Trust To Secure | Nonjudicial Foreclosure | Power Of Sale | In Trust | Real Property | Breach | Performance

Relevant passage: The non-judicial foreclosure Plaintiffs complain about is governed by Chapter 15 of Title 45 of the Idaho Code. That chapter "provides a comprehensive regulatory scheme for nonjudicial foreclosure of deeds of trust." Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106, 115 (Idaho 2009); see also Thorian v. Baro Enters., LLC, 387 B.R. 50, 62 (Bankr. D. Idaho 2008) ("Title 45, Chapter 15 of the Idaho Code governs foreclosure of trust deeds."). When a deed of trust secures repayment of a loan, the real property securing the loan is conveyed "to a trustee in trust to secure the performance of [the loan] obligation." Idaho Code § 45-1502(3). In those circumstances, "a power of sale is [t]hereby conferred upon the trustee to be exercised after a breach of the [loan] obligation." Idaho Code § 45-1503(1).

Key Passage 5

Here, Defendant Bass has not argued, nor submitted any proof of any statutory non-compliance with the Idaho Trust Deeds Act let alone any issues surrounding notice of the Trustee's Sale, which his own Affidavit acknowledges he personally attended.5Even if there were issues surrounding notice of the Trustee's Sale, Idaho Code 45-1508 provides that the validity of the sale as to persons having actual knowledge shall be unaffected.

Cases recommended for key passage 5 (8)

• Russell v. Onewest Bank FSB 2011 U.S. Dist. LEXIS 121836
U.S. Dist. Idaho | 2011-10-20

Matching legal concepts:

Notice Of Sale | Foreclosure | Interest In Property | High Bidder | Terms Of Section | Fail To Comply | Full Compliance | Bringing Suit | In Default | Invalidate | Trustee

Outcome: Deed of Trust beneficiary's motion to dismiss was granted, in part, because its appointment of a trustee the day before the Deed of Trust was assigned to it was valid; under Idaho Code Ann. § 45-1504(2), the beneficiary vested the authority of trusteeship through the act of recording not the date of assignment.

Relevant passage: The high bidder brought suit, claiming the borrowers were foreclosed from asserting an interest in the property because the trustee had complied with the notice of sale procedures. The court held that full compliance with the notice of sale procedures did not prevent invalidation of the foreclosure when the buyer was not actually in default. The court reasoned that "by [the terms of section 45-1508] it only applies to sales challenged because of a failure to comply with the provisions of Idaho Code § 45-1506." Id. at 313.



Matching legal concepts:

Trust Deed | Validity Of Sale | Trust Deeds Act | Failure | Fail To Comply | Foreclosure | Purchaser | Failure To Give Notice | Notice Of Sale | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Legislature Did Not Intend | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fully Paid | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | Payment | In Good Faith | Personal Service | Real Property | Termination | Default | Publication | Respondent

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: Respondents cite Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), for the proposition that "under the Idaho Trust Deeds Act, the legislature did not intend for a sale to be set aside once a trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale." The section of Idaho's Trust Deeds Act addressed to finality, and the section discussed in Spencer, is Idaho Code section 45-1508, which provides that [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. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final.

A Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105 Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Giving Notice | Trust Deed | Foreclosure Sale | Actual Knowledge | In Good Faith | Personal Service | Termination | Defect | Publication

Outcome: Am injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: Idaho Code Ann. § 45-1508 establishes when foreclosure sales become final despite defects in notice proceedings. That statute states that 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 Idaho Code Ann. § 45-1506 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 § 45-1506 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 § 45-1506 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.

A Baker v. Nationstar Mortg., LLC (In re Baker) 574 B.R. 184

U.S. Bankr. Idaho | 2017-07-28

Matching legal concepts:

Foreclosure | Trust Deed | Sale | Validity Of Sale | Good Faith | Fail To Comply | In Good Faith | Purchaser

Outcome: Motion to dismiss was granted as even if defendant (D) purchased property for \$ 140,282, and plaintiff (P) did not know if D knew of postponement of sale, under Idaho Code Ann. § 45-1508, any failure by mortgagee to comply with Idaho Code Ann. § 45-1506 was not reason to invalidate sale as P did not rebut presumption of reasonably equivalent value.

Relevant passage: Idaho Code Ann. tit. 45, ch. 15 governs the foreclosure of trust deeds. Idaho Code Ann. §§ 45-1501-45-1515. Idaho Code Ann. § 45-1506 describes the manner in which a trust deed is to be foreclosed. But Idaho Code Ann. § 45-1508 specifies that any failure to comply with the provisions of § 45-1506 shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.



Young v. Washington Fed. Sav. & Loan Ass'n 156 B.R. 282

U.S. Bankr. Idaho | 1993-07-01

Matching legal concepts:

Trustee | Sale | Interest In Property | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Foreclosure | Trust Deed | Termination | Purchaser

Outcome: Sale of property to creditor at foreclosure sale was not avoidable by debtor where creditor obtained rights that would have defeated hypothetical bona fide purchaser. Information in public record at date of bankruptcy put others on inquiry notice.

Relevant passage: A sale made by a trustee shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code § 45-1506 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. Idaho Code § 45-1508.



In re Wiebe 353 B.R. 906

U.S. Bankr. Idaho | 2006-10-31

Matching legal concepts:

Trust Deed | Interest In Property | Property Covered | Foreclosure | Termination | Sale

Outcome: Creditor that purchased real property at trustee's sale was entitled to relief from stay. Recitations included in deed of trust under Idaho Code Ann. § 45-1502(5), although inaccurate, effectively rendered trust deed suitable for foreclosure; thus, the debtors had no interest in property at time of bankruptcy filing.

Relevant passage: The Idaho statutes provide that a sale made by a trustee under the trust deed act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is

given. Idaho Code Ann. § 45-1508.

Sterling Sav. Bank v. Ralston 2010 U.S. Dist. LEXIS 37445

U.S. Dist. Idaho | 2010-04-13

Matching legal concepts:

Interest In Property | Actual Interest | Foreclosure Sale | Time Of Foreclosure | Successor In Interest | Required To Provide | Property Covered | First Federal | Provide Notice | East End | Trust Deed | Proper Notice | Termination | Loan

Relevant passage: Under Idaho law, a foreclosure sale "foreclose[s] and terminate[s] all interest[s] in the property covered by the trust deed of all persons to whom notice is given under 45-1506." Idaho Code § 45-1508. The foreclosure trustee is required to provide notice to all persons with a recorded interest or a known actual interest, to all recorded successors in interest, and to those persons who have requested notice pursuant to Idaho law. Id. § 45-1506. Idaho law therefore provides that, with proper notice, all junior recorded interests and known actual interests in property are extinguished at the time of a foreclosure sale. See Idaho Code §§ 45-1505 -- 45-1508; First Federal Sav. & Loan Ass'n of Twin Falls v. East End Mut. Elec. Co., Ltd., 112 Idaho 762, 735 P.2d 1073, 1076 (Idaho 1987).

A Thorien v. Baro Enterprises, LLC (In re Thorien) 2008 Bankr. LEXIS 3910

U.S. Bankr. Idaho | 2008-11-06

Matching legal concepts:

Interest In Property | Property Covered | Bankruptcy Petition | Foreclosure | Trust Deed | Termination | Debtor | Sale

Outcome: Debtors argued that a special forbearance plan (SFP) was a binding contract between them and the mortgage creditor, and alleged breach of that contract. However, formation of a contract required a meeting of the minds, and debtors failed to prove a distinct and common understanding between them and the creditor in executing the SFP.

Relevant passage: The Court first considers whether Debtors had an interest in the Property under Idaho law at the time they filed the bankruptcy petition. Idaho Code § 45-1508 states that "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." Idaho Code § 45-1508 (emphasis added).

Key Passage 6

and belief, that the legal contentions are warranted by existing law and that the factual contentions have evidentiary support.

Here, Defendant's Response is replete with mis-representations or erroneous citations as follows:

1.)On page 7 Plaintiff cites to **Pines Grazing Ass'n v. Flying Joseph Ranch, LLC**, **151 Idaho 924** (2011) for the proposition that "courts can scrutinize a purchaser's status where there is evidence of collusion, fraud, or procedural irregularities in the foreclosure sale process." A review of the quoted case reflects that it has nothing to do with a foreclosure sale process, or bona-fide purchaser status;

Cases recommended for key passage 6 (1)



Eastern Dist. Cal. | 2007-08-13

Matching legal concepts:

Requirements For Sale | Non Judicial Foreclosure | Judicial Foreclosure Sale | Notice Requirements | Group Ii | Foreclosure Process | Bona Fide Purchaser | Statutory Presumption | La Jolla | Trust Deed

Relevant passage: 29. Unlike notice errors, the statutory presumption in favor of a bona fide purchaser at non-judicial foreclosure sale found in Section 2924 pertains only to notice requirements for sale, and it does not apply to other requirements of the foreclosure process. CA JUR. 3D DEEDS OF TRUST § 318 Irregularities in conduct of sale; 4 MILLER & STARR, § 10:211, p. 680; see also Bank of America, N.A. v. La Jolla Group II, 129 Cal.App.4th at 714 (2005).

MSJ- DPW dec (2)--10-18-2024.pdf

3 passages in your document have recommendations.

Key Passage 1

may have in place in order to participate in the sale including the form of funds that would need to be presented and who they would need to be made out too.

4.) After being informed of the opening bid and other bidding requirements, cashier's checks were obtained in varying amounts and sent to Debbie Lawrence, a real estate agent in Moscow Idaho, who agreed to attend the sale in order to bid on Plaintiffs' behalf. It is necessary to obtain multiple checks for bidding purposes because depending on how well a sale is attended, there is no way to know what the winning bid amount may be. Thus, having multiple checks in varying denominations allows for payment to be more accurately tailored to the amount of any winning bid.

Cases recommended for key passage 1 (10)

Hamrick v. Summey 282 S.C. 424
South Carolina Supreme Court | 1984-08-09

Matching legal concepts:

Security | Deposit | Sale | Conducting A Sale | Reasonable Security | Ensuring Compliance | Sales Contract | Proper Case

Outcome: Auction sale was properly not set aside because auctioneer's requirement that a bidder provide some security for his payment with personal check did not cause chilling effect on the auction, but provided the bidder the chance to give bid credibility.

Relevant passage: A deposit of cash or other security by prospective bidders to ensure compliance with the contract of sale on the part of one whose bid is accepted, is usual and customary. The person conducting the sale may in a proper case require a bidder to deposit or furnish a reasonable security as a condition of the acceptance and reporting of his bid.



Matching legal concepts:

Withdraw | Sale | Conditions Of Sale | Seller

Outcome: A property owner could stop an auction of the property when it became apparent that to continue the sale would inflict an unreasonable loss on her and she then became liable to the broker only for expenses and fair compensation for his services.

Relevant passage: Until the hammer falls and the bid is accepted a locus penitentiae remains, and the seller may withdraw his property from sale, or the bidder may withdraw his bid, even though the conditions of sale provide that bids shall not be withdrawn. But the withdrawal of a bid, in order to be effective, must be open and loud enough to be heard by the auctioneer.

Breckenridge Prop. Fund 2016, LLC v. Wally Enter. 170 Idaho 649 Idaho Supreme Court | 2022-08-22

Matching legal concepts:

Trustee | Highest Bidder | Sale | Form Of Payment | Endorsed Check | Reasonable Restraint | Trustee Sale | Undisputed Facts | Auction | Disagree | Register

Outcome: In a suit concerning the legality of an auctioneer providing the terms of sale at the time of the foreclosure sale, without providing earlier notice to potential bidders, the printed conditions of the foreclosure sale were binding on plaintiff when announced by the auctioneer, whether it knew of the conditions beforehand or not.

Relevant passage: The issue at the sale was with the form of Breckenridge's bid. Nothing in this subsection, or anywhere else under section 45-1506, requires a trustee to accept every bid made. But Breckenridge maintains that, despite arriving with endorsed checks and being unable to register as a bidder, it was the highest bidder at the sale. We disagree. Before the auction begins, trustees can impose reasonable restrictions on the acceptable forms of payment in which a bid can be made at a trustee's sale. Kivett, 58 Idaho at , 74 P.2d at 91. Breckenridge's claim that it was the highest bidder disregards the undisputed fact that it was unable to make a qualifying bid.



Matching legal concepts:

Public Auction | Successful Bidder | Reopen | Sale | Confirm | Exercise Of Judicial Discretion | Interest In The Land | Merely Nominal | Auction Bid | Auction Sale | Bid Price | Prospective Purchaser | Proper Exercise | At Risk | Purchase Price | Resale | Rights

Outcome: Trial court had the authority to confirm a judicial sale and such authority was a matter of equitable discretion. Because the trial court had not abused its discretion in reopening the bidding, the purchaser was granted title of the owner's property.

Relevant passage: Reopening the bidding based upon only a nominal increase in the bid price after the auction is closed discourages prospective purchasers from bidding at the public auction, since they would never know whether their bid would be sustained or not, and undermines rather than gives support to the stability of public auctions. However, the successful bidder at a public auction is not vested with any interest in the land until the sale has been confirmed by the court. Therefore, he is always at risk of having his bid rejected. And although the successful bidder's rights should not be lightly disregarded, a bid advancing the purchase price and made before confirmation of the auction sale, which is not merely nominal but is substantial and material, may form the basis for the proper exercise of judicial discretion in directing a resale or reopening the bidding. Where the "advance"

bid appreciably exceeds the highest public auction bid, the court is more likely to exercise its discretion to reject the result of the auction.

Collins v. Wood 88 Tenn. 779

Tennessee Supreme Court | 1890-04-01

Matching legal concepts:

Reopen | Sufficient Authority | Partition | Sale

Outcome: A second partition sale should have been confirmed rather than reopened. Where the bids had been once re-opened, a mere offer to advance the second sale price by 15 percent was not ground for again reopening the bids.

Relevant passage: The rule that a mere advance bid of 10 percent will be sufficient to authorize the re-opening of the bids does not apply, even in case of sale for partition, to cases where the bids have been once re-opened upon an advance bid.



Michelson v. Wagner 170 Neb. 28

Nebraska Supreme Court | 1960-03-11

Matching legal concepts:

Sale | Judicial Sale | Referee | Advertising | Final Bid | Additional Fee | Ample Opportunity | No Question | Resale | Expense | Permit

Relevant passage: There is no question but what the sale was well advertised, well attended, and fairly conducted, and resulted in spirited bidding. The increased offer of Bjerrum is only a 2.1 percent increase over the final bid received and accepted by the referee and if we consider the \$ 150 expended by the referee for advertising, without considering any increase in expense because of additional fees that may be allowed because of a resale, the increase is only about 1.8 percent. Such increase is not substantial and, as suggested in County of Lancaster v. Schwarz, supra, to permit such a small increase to upset a judicial sale fairly had and at which everyone present was given ample opportunity to bid would be to chill the bidding at judicial sales and largely eliminate the purpose for which such sales are held.



💠 Young v. Hefton 38 Kan. App. 2d 846

Kansas Court of Appeals | 2007-12-21

Matching legal concepts:

Without Reserve | No Bid | Auction | Reasonable Time | Seller | Sale | Conditional Acceptance | Property For Sale | Higher Bid | Selling Property | Offer To Sell | Receipt | Refuse

Outcome: Specific performance was properly granted in part to a bidder in a conditional auction because he did not rescind or repudiate a valid contract to buy one parcel of real estate; moreover, Kan. Stat. Ann. §§ 33-105, 33-106 were satisfied by a listing agreement, information on a bid sheet, and several sales bills.

Relevant passage: In an auction without reserve (also called an "absolute" auction), the placing of property for sale constitutes an offer to sell and each bid represents a conditional acceptance, subject to receipt of a higher bid. Accordingly, the seller is bound by each successive bid and may not withdraw the property from sale unless no bid is made within a reasonable time. Thus, in an auction without reserve, the seller may not withdraw or refuse to sell the property once the bidding has been opened on that property unless no bid is made within a

reasonable time.



Matching legal concepts:

Reopen | Exercise Of Judicial Discretion | Partition Action | Auction Bid | Public Auction | Real Property | Resale | Preclude | Existence

Outcome: In a partition action, Haw. Rev. Stat. § 668-1, a court was duty bound to protect the minority interests of defendants by securing the highest possible price, and therefore, the court did not err by reopening bidding inasmuch as plaintiff was not vested with any interest in the properties until the sale had been confirmed by the circuit court.

Relevant passage: In the context of a partition action for real property, the lack of a substantial and material advance bid does not preclude the circuit court's exercise of judicial discretion in directing resale or reopening the bidding as long as there are other bases in counseling the reopening of the bidding. The existence of a substantial and material advance bid that appreciably exceeds the highest public auction bid merely makes it more likely for the circuit court to exercise its discretion to reject the result of the auction.



A Holston v. Pennington 225 Va. 551

Virginia Supreme Court | 1983-06-17

Matching legal concepts:

Sale | Auction | Advertising | Bona Fide Sale | Without Reserve | No Minimum | Term Of Art | By Bidding | First Bid | Oral Modification | Highest Bidder | Time And Place | Obligation | Minimum Price | Well Recognized | Bind

Outcome: An absolute auction sale became final when no \"block\" bids were received on four lots, and the auctioneer's conduct indicated the sale was final. A subsequent higher \"block\" bid by an auctioneer on the lots combined with another tract was void.

Relevant passage: An advertisement of a forthcoming auction obligates the owner to conduct a bona fide sale in accordance with the advertised terms. The auctioneer may, however, prior to opening the bidding, make oral modifications and additions to the advertised terms, which will be binding upon the bidders. The term "absolute auction" is equivalent to the term "auction without reserve," a well-recognized term of art in the law of sales. It means that the property will actually be sold to the highest bidder at that time and place, that no minimum price will limit the bids, that the owner may not withdraw the property from sale after the first bid has been received, that the owner may not reject any bid or all bids, and that the owner may not nullify the sale by bidding himself or through an agent.



A Malcolm v. Esposito 63 Va. Cir. 440

Va. Cir. Ct., Fairfax | 2003-12-12

Matching legal concepts:

Sale | Term Of Sale | Continuing Offer | Without Reserve | No Minimum | Submitting Bid | First Bid | Higher Bid | Highest Bidder | Time And Place | Minimum Price | Receipt | Consummation | Auction

Outcome: The court had in personam jurisdiction over defendants because, as commercial sellers of

automobiles on a well-known, national auction website, defendants could foresee the possibility of being haled into court outside of their home state.

Relevant passage: In the case of an auction without reserve, the announced terms of sale constitute a continuing offer by the owner, subject to acceptance by the submission of a bid. Each bid is the consummation of a contract, subject only to the receipt of a higher bid. Specifically, this term means that the property will actually be sold to the highest bidder at that time and place, that no minimum price will limit the bids, that the owner may not withdraw the property from sale after the first bid has been received, that the owner may not reject any or all bids.

Practical Guidance recommendations for key passage (5)

Foreclosure Sale

maryland

Matching legal concepts:

Lender | Solicitation | Solicit Bid | Opening Bid | Amount Bid | Lower Amount | Substitute Trustee | Higher Amount | Maximum Amount | Property Value | Election | Third Party | Sale

Relevant passage: After the auctioneer reads the terms and the conditions of the sale, the opening bid is traditionally placed on behalf of the lender by the substitute trustee. Maryland allows range bidding; thus, the lender may choose to open bidding at a lower amount and if any bids from a third party are solicited, then the lender may continue to bid up to its maximum amount. Bids are usually accepted in \$1,000 increments; however, depending on the value of the property and interest from bidders, the auctioneer may elect to solicit bids of a higher amount.

Foreclosure Sale

maryland

Matching legal concepts:

Lower Amount | Lender | Solicitation | Solicit Bid | Opening Bid | Amount Bid | Substitute Trustee | Maximum Amount | Property Value | Election | Third Party | Sale

Relevant passage: After the auctioneer reads the terms and the conditions of the sale, the opening bid is traditionally placed on behalf of the lender by the substitute trustee. Maryland allows range bidding; thus, the lender may choose to open bidding at a lower amount and if any bids from a third party are solicited, then the lender may continue to bid up to their maximum amount. Bids are usually accepted in \$1,000 increments; however, depending on the value of the property and interest from bidders, the auctioneer may elect to solicit bids of a higher or lower amount.

Sheriff's Sale

new jersey

Matching legal concepts:

Certified Check | Foreclosure Judgment | Winning Bid | Credit Bid | Potential Bidders | Commercial Property | High Price | Sheriff's Office | Deposit | Sale

Relevant passage: At the sale, the plaintiff can credit bid up to the amount of its foreclosure judgment. Other bidders must be prepared to deposit 20% of their winning bid in cash or by certified check. Due to the high price

that can often be commanded by a commercial property, a potential bidder should come prepared with certified checks made out to the bidder, which can then be endorsed to the sheriff's office if necessary.

Reopening Auctions

Federal

Matching legal concepts:

Auction | Reopen | Successful Bidder | Sale | Request To Reopen | Winning Bidder | Submit Bids | Higher Bid | Standing Rule | Bid Procedures | Deadline | Debtor | Conform | Trustee | Instance | Selection

Relevant passage: The question of whether an auction should be reopened can arise in several circumstances. Parties that were not considered qualified bidders or who submitted bids that did not conform to the bid procedures (i.e., the bid was not a qualified bid) may request the auction be reopened to submit their bids. Parties that were not selected as the successful bidder or who submit bids after the bid deadline or the auction (or even the sale) may similarly seek such relief. In some instances, the debtor or a trustee may seek to reopen the auction to confirm a sale to a bidder that submitted a higher bid after the auction. See, e.g., Evangelista v. Opperman (In re Sebert), 2008 U.S. Dist. LEXIS 18468 at *4 (E.D. Mich. Mar. 11, 2008). Aggrieved bidders that successfully convince a court to reopen the auction do not necessarily get chosen as the winning bidder in the reopened auction. The successful bidder at the original auction can outbid the aggrieved bidder at the reopened auction. An aggrieved bidder's request to reopen the auction is subject to the same standing rules for objecting to a sale (discussed above).

Overview of Breakup Fees

Federal

Matching legal concepts:

Bid Procedures | Breakup Fee | Auction | Stalking Horse | Prior Approval | Sale

Relevant passage: Courts typically approve breakup fees as part of the bid procedures (i.e., prior to the auction and sale hearing). Prior approval is normally necessary because, among other things, the breakup fee is usually a part of the overbid requirements contained in the bid procedures. The bid procedures will set forth the amount of the initial overbid that must be received in order to be deemed higher than the stalking horse's bid (and the subsequent overbids to be used by bidders for each additional round of bidding at the auction).

Treatise recommendations for key passage (4)

29 Amount of Advance Required.—

Tenn. Juris. | tennessee

Matching legal concepts:

Original Bid | Court's Discretion | Sale

Relevant passage: The amount of advance necessary to open the biddings is in the discretion of the court, and depends upon the circumstances. It must be so considerable as to furnish a sufficient inducement, under all circumstances. Thus, an advance of ten percent on the original bid will be sufficient to open biddings at a master's sale.

Tenn. Juris. | tennessee

Matching legal concepts:

Reopen | Satisfactory Excuse | Sufficient Authority | Partition | Sale

Relevant passage: The rule that a mere advance bid of ten percent will be sufficient to authorize the reopening of the bids does not apply, even in case of a sale for partition, to cases where the bids have been once reopened upon an advance bid, unless there is a satisfactory excuse for not bidding.

24 Generally.—

Tenn. Juris. | tennessee

Matching legal concepts:

Sale | Good Faith | Mere Form | Open Competition | Court's Discretion | Without Notice | Reopen | Chancery

Relevant passage: Bidding at a chancery sale may be reopened on an advance bid, in the discretion of the court, without notice. When the biddings are opened on an advance bid, the property is put to sale at the advance bid with open competition to all bidders. A good faith offer to open the biddings should not be rejected upon the mere form of the application. However, an application coupled with a condition which cannot be complied with, ought not to be granted.

4.07 An Auction Sale Is One in Which the Price Is Determined by Competitive Bids Corbin on Contracts Desk Edition | National

Matching legal concepts:

Sale | Closing Of The Sale | Without Reserve | Contract | Higher Bid | Highest Bidder | Options Contract | Irrevocable Power | Prior Bid | No Bid | Permitted To Withdraw | Selling Property | Offer To Sell | Property Owner | Reasonable Time | Preclude | Auction | Discharge | Construction

Relevant passage: In an auction "without reserve," it is generally understood that the goods will not be withdrawn unless there is no bid within a reasonable time. In effect, such a sale is viewed as an offer to sell the property to the highest bidder. Once a bid is made, therefore, the situation may appear to form a contract between the owner of the property and the bidder, subject to no higher bid being made. That construction, however, is precluded because, like the bidder in a "with reserve" sale, the bidder in a "without reserve" sale is permitted to withdraw the bid prior to the close of the sale. Thus, a bid in a "without reserve" sale simply makes the auctioneer's offer irrevocable; it creates, in effect, an option contract with the current bidder. A higher bid will discharge that "option" contract and substitute a new offeree with an irrevocable power of acceptance. If the bidder does not withdraw the highest bid prior to the closing of the sale, the bid can no longer be withdrawn and a contract at the price of the highest bid is formed upon the closing of the sale. If the highest bidder withdraws the bid prior to the closing of the sale, however, no previous bid is revived.

Key Passage 2

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct. DATED This October 18, 2024.

By: /s/ Jeff Wangsgard

Capacity: Managing Member of DPW Enterprises, LLC

Cases recommended for key passage 2 (10)



A Garcia v. Absolute Bail Bonds, LLC 161 Idaho 616

Idaho Supreme Court | 2016-12-21

Matching legal concepts:

Follow The Form | Under Penalty Of Perjury | State Law | In Writing | Subscription | Certificate | Permit

Outcome: The district court did not err in failing to award consequential damages due to immigration status after a judgment was entered against the bail bondsman who revoked an illegal alien's bail bond because damages resulting from failing to enable an illegal alien to evade deportation were not recoverable.

Relevant passage: Idaho Code Ann. § 9-1406 permits an affidavit to be a dated and signed 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."

Bullock v. United States 2016 U.S. Dist. LEXIS 2833

Middle Dist. N.C. | 2016-01-11

Matching legal concepts:

Under Penalty Of Perjury | Summary Judgment Motion | Signature | Language | Execute

Relevant passage: To qualify as an affidavit or declaration for Rule 56 purposes, the statements need only be signed, dated, and made under penalty of perjury. Neal, 963 F.2d at 457 (explaining that the plaintiff sufficiently verified his statements by "declaring 'under penalty of perjury that the foregoing is true and correct,' and dating his signature" (alteration omitted)); see also 28 U.S.C. § 1746 (providing that signed, dated statements made under penalty of perjury function as affidavits and declarations, and providing the following example of qualifying verification language: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date).").



A Brooks v. Montgomery County 2006 U.S. Dist. LEXIS 3218

Southern Dist. Ohio | 2006-01-10

Matching legal concepts:

Under Penalty Of Perjury | Unsworn Declaration | Execute | Follow The Form | Force And Effect | **Subscription**

Outcome: Correctional officer's motion for summary judgment was denied because there was evidence from which a reasonable juror could conclude that the officer's kicking of the inmate while he was lying on the floor was an unnecessary and wanton infliction of pain and that the officer used more force than necessary.

Relevant passage: Pursuant to 28 U.S.C.S. § 1746, an unsworn declaration has the same force and effect as an affidavit if it recites that it was executed "under penalty of perjury." Specifically, unsworn declarations executed within the United States are valid Fed. R. Civ. P. 56 evidence if the declaration is subscribed as true under penalty of perjury and dated in substantially the following form: I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). 28 U.S.C.S. § 1746.



Parnes v. SRI Surgical Express, Inc. 2012 U.S. Dist. LEXIS 44218

Eastern Dist. Tenn. | 2012-03-28

Matching legal concepts:

Under Penalty Of Perjury | Follow The Form | Formal Affidavit | Unsworn Declaration | In Writing | Signature | Subscription | Execute

Outcome: As an employee failed to submit evidence from which a reasonable jury could conclude that she established a prima facie case of discrimination based on disparate treatment where there was significant evidence of her poor performance and insubordinate behavior, the employer was entitled to summary judgment.

Relevant passage: While, pursuant to 28 U.S.C.S. § 1746, a formal affidavit is no longer required and a party may substitute an unsworn declaration, such a declaration still must be made in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)." 28 U.S.C.S. § 1746.



Williams v. Gold 2024 U.S. Dist. LEXIS 70934

Eastern Dist. Mich. | 2024-02-26

Matching legal concepts:

Under Penalty Of Perjury | Follow The Form | Verified Complaint | In Writing | Signature | Execute

Relevant passage: A verified complaint must be "in writing as true under penalty of perjury, dated, and in substantially the following form: 'I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)." Simmons v. City of Southfield, 2020 U.S. Dist. LEXIS 66783, 2020 WL 1868774, at *7 (E.D. Mich. Jan. 27, 2020).



Dean v. United States 330 F. Supp. 2d 1318

Northern Dist. Fla. | 2004-05-14

Matching legal concepts:

Under Penalty Of Perjury | Follow The Form | Sworn Declaration | Force And Effect | Swear | Subscription

Outcome: Where it was undisputed that IRS agent was acting in good faith when she made the third party contacts of which the taxpayer complained, the U.S. was not liable for any disclosures, so it was recommended that summary judgment be granted.

Relevant passage: 28 U.S.C.S. § 1746 provides that an affidavit may, with the same force and effect as if it had been sworn declaration, be valid if it is subscribed by an affiant, as true under penalty of perjury, and dated, in substantially the following form: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct."

Montgomery v. Ion Media Mgmt. Co. 2011 U.S. Dist. LEXIS 50004

Middle Dist. Fla. | 2011-03-10

Matching legal concepts:

Under Penalty Of Perjury | Follow The Form | Unsworn Declaration | In Writing | Signature | Subscription | **Execute**

Outcome: Plaintiff employee was not treated adversely by her employer due to poor performance, but was terminated on bases wholly unrelated to her Family and Medical Leave Act (FMLA), 29 U.S.C.S. § 2601 et seq., activity-- namely that she did not have the education or the experience necessary to perform successfully in her department.

Relevant passage: Under 28 U.S.C.S. § 1746, an unsworn declaration is acceptable in place of an affidavit if it is: in writing of such person which is subscribed by him, as true, under penalty of perjury, and dated, in substantially the following form: I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature).

Humple v. Hilewitz 2015 U.S. Dist. LEXIS 123304

Southern Dist. W. Va. | 2015-09-16

Matching legal concepts:

Under Penalty Of Perjury | Execute | Signature | Complain | Territory | Possession

Relevant passage: (2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date).["] As such, pursuant to Section 1746, a plaintiff may verify their complaint by "declaring 'under penalty of perjury . . . that the foregoing is true and correct, and dating [their] signature." Neal, 963 F.2d at 457.

United States v. Rice 2010 U.S. Dist. LEXIS 94511

Northern Dist. Ohio | 2010-02-04

Matching legal concepts:

Under Penalty Of Perjury | Follow The Form | Substantial Compliance | Territory | Possession | Execute

Relevant passage: 28 U.S.C. §1746 requires the declaration be "subscribed . . . as true under penalty of perjury, and dated, in substantially the following form: . . . (2) if executed within the United States, its territories, possessions or commonwealths: 'I declare (or certify, verify or state) under penalty of perjury that the foregoing is true and correct." Only substantial compliance is required- a statement that the document is true accompanied a declaration under penalty of perjury. See Matsuda v. Wada, 101 F.Supp.2d 1315 (D. Haw. 1999).

◆ Lumoa v. Potter 351 F. Supp. 2d 426 Middle Dist. N.C. | 2004-12-29

Matching legal concepts:

Under Penalty Of Perjury | Unsworn Declaration | Force And Effect | Sworn Statement | Federal Law | In Writing | Signature | Swear | Subscription | Certificate | Language | Execute

Outcome: Hostile work environment claim failed because the employee did not show that a coworker's behavior was sufficiently severe or pervasive to alter the conditions of her employment, and the coworker's rude conduct was not solely directed at women.

Relevant passage: Federal law allows an unsworn declaration, certificate, verification, or statement, in writing of a person which is subscribed by him, as true under penalty of perjury, and dated to have the same force and

effect as an affidavit or other sworn statement. 28 U.S.C.S. § 1746. Section 1746(2) sets out form language for meeting its requirements: I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature).

Practical Guidance recommendations for key passage (5)

Supporting Evidence

Federal

Matching legal concepts:

Execute | Under Penalty Of Perjury | Signature | Laws Of The United States | Follow The Form | United States Of America | Territory | Possession

Relevant passage: A declaration should take substantially the following form: • If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on [date]. [signature]." • If executed outside the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on [date]. [signature]."

Preparing a Motion

washington

Matching legal concepts:

Follow The Form | Under Penalty Of Perjury | Date And Place | Correct Date | State Law | Signature | Certificate

Relevant passage: The certification or declaration may be in substantially the following form: I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. (Date and Place) (Signature)

Supporting Evidence

california

Matching legal concepts:

Follow The Form | Under Penalty Of Perjury | State Law | Signature | Execute

Relevant passage: In closing, a declaration should take substantially the following form: • "I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on [date]. [signature]."

General Requirements for Motions

district of columbia

Matching legal concepts:

Under Penalty Of Perjury | Geographic Boundaries | Insular Possession | Virgin Island | Execute | Rico | Written Declaration | Territory | Certificate | Follow The Form | Physical Location | Force And Effect | Signature | Bylaw | Oath | Swear | Subscription | Permit

Relevant passage: Generally, unless otherwise provided by law, whenever any matter is required or	permitted
by the rules to be supported by the sworn written declaration, verification, certificate, statement, oath,	or affidavit
of a person, the matter may, with the same force and effect, be supported by that person's unsworn, v	vritten
declaration, certificate, verification, or statement that is subscribed as true under penalty of perjury, ar	nd dated,
substantially in one of the following forms, which must appear directly above the person's signature: •	If executed
inside the geographic boundaries of the United States, Puerto Rico, the U.S. Virgin Islands, and any to	erritory or
insular possession subject to the jurisdiction of the United States: "I [declare/certify/verify/state] under	
perjury that the foregoing is true and correct. Executed on [date]." • If executed outside	
geographic boundaries of the United States, Puerto Rico, the U.S. Virgin Islands, and any territory or	nsular
possession subject to the jurisdiction of the United States: "I declare under penalty of perjury under th	
District of Columbia that the foregoing is true and correct, and that I am physically located outside the	
boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or ins	
possession subject to the jurisdiction of the United States. Executed on day of	
[year], at [city or other location, and state], [city or other location]	ountry]."

Drafting Related Documents

Federal

Matching legal concepts:

Penalty Of Perjury | Language | Execute | Laws Of The United States | Under Penalty Of Perjury | Signature Line | United States Of America | Unsworn Declaration | Title 28 | Sworn Affidavit | Specific Language | Us Code | Same Effect | Swear

Relevant passage: Section 1746 of Title 28 of the U.S. Code provides that unsworn declarations will be given the same effect as sworn affidavits if the declaration states that it is under the penalty of perjury. The specific language in the statute that must be used is as follows, "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date)." This language should be inserted above the signature line. Note that if executed outside of the United States, the following must be added after the penalty of perjury, "under the laws of the United States of America."

Treatise recommendations for key passage (7)

9.71 Affidavit Substitutes

Federal Litigation Guide: New York and Connecticut | Federal

Matching legal concepts:

Under Penalty Of Perjury | Execute | Signature | Laws Of The United States | Follow The Form | United States Of America | Unsworn Declaration | In Lieu Of | Territory | Subscription | Certificate | Possession

Relevant passage: In lieu of an affidavit, a motion may be supported by an unsworn declaration, certificate, verification, or statement, subscribed as true under penalty of perjury, and dated, in substantially the following form [28 U.S.C. § 1746]: • If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date). (Signature)." • If executed outside the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date). (Signature)."

19.23 Affidavits and Declarations

Matching legal concepts:

Penalty Of Perjury | Under Penalty Of Perjury | Subject To Penalty | Unsworn Declaration | Language | Execute

Relevant passage: To qualify in federal court, the unsworn declaration must indicate that the declarant is subject to the penalties of perjury. United States. Ricks v. BMEzine.com, LLC, 727 F. Supp. 2d 936 (D. Nev. 2010) (if executed in the United States, suggested language includes: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct").

9.16 Use of Affidavits and Unsworn Declarations.

Virginia Civil Procedure | virginia

Matching legal concepts:

Under Penalty Of Perjury | Written Declaration | Certificate | Follow The Form | Unsworn Declaration | Force And Effect | Code Provision | Administrative Hearing | Judicial Proceeding | Evidence | Oath | Swear | Subscription | Permit

Relevant passage: Declaration Option Enacted. The Code provision, § 8.01-4.3 is entitled: "Unsworn declarations under penalty of perjury; penalty." It states that any matter in any judicial proceeding or administrative hearing which is "required or permitted to be established by a sworn written declaration, verification, certificate, statement, oath, or affidavit," may, "with like force and effect, be evidenced, by the unsworn written declaration, certificate, verification, or statement, which is subscribed by the maker as true under penalty of perjury." The declaration must be dated, in cast in "substantially the following form": "I declare (or certify, verify or state) under penalty of perjury that the foregoing is true and correct."

43-III MOVING FOR SUMMARY JUDGMENT.

Wagstaffe Prac Guide: Fed Civil Proc Before Trial | Federal

Matching legal concepts:

Under Penalty Of Perjury | Execute

Relevant passage: The declaration should be signed with the following: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date)." 28 U.S.C. § 1746(2).

804 Verification and Signature

Gilson on Trademarks | Federal

Matching legal concepts:

Under Penalty Of Perjury | Laws Of The United States | Execute | Language | In Writing | Evidence | Territory | Warn | Certificate | Possession | Validity Of Application | Willful False Statement | Follow The Form | Punished By Fine | Sworn Declaration | Oath Required | Oath Of Office | Additional Language | United States Of America | Unsworn Declaration | Trademark Rule | Force And Effect | Imprisonment | Notary Public | Made Pursuant | Signatory | Swear | Deposition | Subscription | Permit

Relevant passage: In addition, the declaration must warn the signatory that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. § 1001). 35 U.S.C. § 25(b). Trademark Rule 2.20 requires that the warning contain the additional language that such statements may jeopardize the validity of the

application or submission or any registration resulting therefrom. A declaration under 37 C.F.R. § 2.20 should read as follows: Instead of using the language of 37 C.F.R. § 2.20, an applicant may use the language of 28 U.S.C. § 1746, which provides as follows: Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or 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 proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form: (1) If executed outside the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date).(Signature)". (2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date).(Signature)".

39-II REQUIREMENTS FOR BRINGING AND FILING MOTIONS.

Wagstaffe Prac Guide: Fed Civil Proc Before Trial | Federal

Matching legal concepts:

Under Penalty Of Perjury | Signature | Execute | Laws Of The United States | Follow The Form | United States Of America | Territory | Possession

Relevant passage: A declaration should take substantially the following form: • If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on [date]. [signature]." • If executed outside the United States: "I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on [date]. [signature]."

A. REDACTED REHABILITATION ACT DISABILITY DISCRIMINATION COMPLAINT A. REDACTED REHABILITATION ACT DISABILITY DISCRIMINATION COMPLAINT

Maryland Employment Law Deskbook | maryland

Matching legal concepts:

Under Penalty Of Perjury | Information And Belief | Verified Complaint

Relevant passage: I hereby certify under penalty of perjury that I am the plaintiff in the above-captioned case; that I have read the foregoing Verified Complaint; and that the facts related herein are true and correct to the best of my knowledge, information, and belief.

Recommendations - Shared

Recommendations - Defendant

DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION E.docx

1 passages in your document have recommendations.

Key Passage 1

- 1) Citation to Pines Grazing Ass'n v. Flying Joseph Ranch, LLC Plaintiff claims this case has nothing to do with the foreclosure process or bona fide purchaser status. Defendant acknowledges that a citation error may have occurred. The intended citation was to a case supporting the proposition that courts can scrutinize a purchaser's status when evidence of collusion, fraud, or procedural irregularities exists. This was not an attempt to mislead the Court, but an oversight in referencing the correct case. Defendant apologizes for the error.
- 2)Citation to Kane v. Union State Bank Plaintiff claims this case does not exist. Upon review, Defendant concedes that the citation to Kane v. Union State Bank was an error. Defendant mistakenly cited a case that cannot be located within the jurisdiction and acknowledges the mistake. However, this error does not reflect an intent to mislead the Court, but rather a typographical or clerical mistake.
- 3)Citation to Wells Fargo Bank, N.A. v. Renz Plaintiff asserts that this case does not exist. Defendant acknowledges that the citation to Wells Fargo Bank, N.A. v. Renz was similarly incorrect. The incorrect citation was inadvertently included, and while this was a mistake, Defendant had no intent to deceive the Court. Errors of this nature can arise from the extensive legal research required, and Defendant will ensure that future citations are verified with greater scrutiny.

Cases recommended for key passage 1 (2)

Aqua-Trol Corp. v. Wilentz 2019 N.Y. Misc. LEXIS 16613

N.Y. Sup. Ct., Nassau Cty. | 2019-07-15

Matching legal concepts:

Civil Practice Law And Rules | Incorrect Address | Wells Fargo Bank | Inter Alia | Mortgage | Mistake

Relevant passage: New Jersey Courts have followed the same approach to CPLR §2001. In Wells Fargo Bank, N.A. v. Follman, the Superior Court of New Jersey held, inter alia, that a mortgage and note, which contained an incorrect address, was not invalid because the mistake was a minor typographical error. (Welts Fargo Bank, N.A. v. Follman, 2012 N.J. Super. Unpub. LEXIS 1508).

Pines Grazing Ass'n v. Flying Joseph Ranch, LLC 151 Idaho 924 Idaho Supreme Court | 2011-11-23

Matching legal concepts:

Lease | Lessee | Rescission | Closing Argument | Proper Party | Witness | Testify | Reform | Mistake | Language

Outcome: Because an agreement not to bid at a sale of county-owned land at public auction constituted illegal bid rigging under both Idaho Code Ann. § 48-104 and § 1 of the Sherman Act, 15 U.S.C.S. § 1, the agreement was unenforceable, and a jury's award of damages for breach of the agreement therefore had to be overturned.

Relevant passage: "This court will not address issues not raised in the lower court." Idaho Dairymen's Ass'n v. Gooding Cnty., 148 Idaho 653, 660, 227 P.3d 907, 914 (2010). According to Pines Grazing, Flying Joseph never argued below that there was a mistake concerning the proper parties to the grazing lease and never asked that the grazing lease be reformed or rescinded. Flying Joseph argues that the issue concerning the proper lessee was raised at trial, because in closing arguments Flying Joseph's counsel explained that despite the language in the grazing lease, every witness except for Yates testified that they intended Pines Grazing to be the lessee.

Practical Guidance recommendations for key passage (1)

florida

Matching legal concepts:

Default | Default Judgment | Defaulting Party | Jp Morgan Chase Bank | Wells Fargo Bank | Complain

Relevant passage: A default judgment is void if the party that obtained the default knew at the time a default judgment was entered that the defaulting party intended to defend the case. JP Morgan Chase Bank, N.A. v. Wells Fargo Bank, N.A., 103 So. 3d 282 (Fla. 3d DCA 2014) (plaintiff knew based on an amended complaint filed by defaulting party in a parallel case involving the same property that defendant intended to defend the action).

DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION C.docx

0 passages in your document have recommendations.

DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION D.docx

1 passages in your document have recommendations.

Key Passage 1

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address: Email: lewis@hwmlawfirm.com

Cases recommended for key passage 1 (3)

A <u>Laborers' Dist. Council Constr. Indus. Pension Fund v. Miniscalco Corp. 2021 U.S. Dist. LEXIS 6085</u> Eastern Dist. Pa. | 2021-01-12

Matching legal concepts:

Email | Summon | Attempt | Waiver Of Service | Service Of Summon | First Class Mail | Email Address | Process Server | Complain | Evasion | Rationale

Relevant passage: Based on the facts Plaintiffs presented in their motion and affidavit, the Tillman court's rationale applies with similar force here. Plaintiffs propose to send, by first class mail, the complaint and summons to the 40 West Evergreen Avenue, Suite 101 address, and to email the documents to haminiscaclo@miniscalcocorp.com. But according to Plaintiffs, they already attempted to effectuate service by those two means: first, Plaintiffs sent the waiver of service of summons form to the very same email address and did not receive a response, and second, Plaintiffs' process server attempted to personally serve Defendant at that same address and was told that Defendant no longer used the shared workspace and had closed its mailbox there six months before. And, as in Tillman, Plaintiffs do not claim that Defendant was trying to evade service at the 40 West Evergreen location or by email.

Goldstein v. Houlihan/Lawrence Inc. 2022 N.Y. Misc. LEXIS 48114

N.Y. Sup. Ct., Westchester Cty. | 2022-07-26

Matching legal concepts:

Email | Class Action | Present Age | First Class Mail | Individual Notice | Class Action Lawsuit | Effective Means | Cost Effective | Short Form | Class Member

Relevant passage: With respect to the transmission of the short-form notices, the Court adopts class action plaintiffs' proposal that these notices are to be sent by email, and then by first-class mail to those class members who cannot be contacted electronically. As noted by class action plaintiffs, email is widely recognized as an efficient and cost-effective means of giving individual notice of a 21st century class action lawsuit. See Gedeon v Valucare, Inc., 2021 U.S. Dist. LEXIS 67026, *34 (E.D.N.Y. Mar. 31, 2021) (noting that "[c]ourts in the Second Circuit routinely approve email distribution of notice"); In re Deloitte & Touche, LLP, 2012 U.S. Dist. LEXIS 12641, **6-7 (S.D.N.Y. Jan. 17, 2012) (approving email notice in a class action and stating that "[i]in the present age . . . communication through email is the norm").

A <u>Steger v. Maxwell & Morgan, P.C. 2016 U.S. Dist. LEXIS 196514</u> Northern Dist. Ga. | 2016-12-22

Matching legal concepts:

Email | Long Arm Statute | Mail Correspondence | Resident

Relevant passage: And, Plaintiffs do not provide plausible evidence that either Mr. Waldron or Defendant knew that Plaintiffs resided in Georgia at the time of the July 2015 email in order to have purposely done some act in Georgia. While Mr. Waldron did send a letter to Plaintiffs' Georgia address in December of 2012, in January 2013 Plaintiffs sent an email and a letter to Mr. Waldron stating that all mail correspondence should be sent to an Arizona address. Subsequently, all mail was sent to that Arizona address, including all letters Defendant sent Plaintiffs. Dkt. No. [44] at 21. It was during this time that the email was sent. Because it is not plausible that either Mr. Waldron or Defendant knew that Plaintiffs were Georgia residents at the time of the email, Defendant did not purposely email Plaintiffs in Georgia so as to fall within the Long-Arm Statute.

Similar Briefs - Plaintiff

MSJ- Bass- REPLY MEMO--10-18-2024.Pdf

 BRECKENRIDGE PROPERTY FUND 2016, LLC, a Delaware limited liability company, Plaintiff / Appellant, vs. WALLY ENTERPRISES, INC., a Kansas corporation dba We Serve Idaho; WEINSTEIN & RILEY, P.S., a Washington professional corporation; CORNERSTONE PROPERTIES, LLC, an Idaho limited liability company; JOHN DOES 1-10; and Corporations XYZ, Defendants / Respondents., Idaho Supreme Court | July 13, 2021 | 2021 ID S. CT. BRIEFS LEXIS 657

Outcome: No outcome identified

<u>Judge: Bruce L. Pickett | Counsel: Stover, Gadd & Associates, PLLC (David W. Gadd) | Counsel: Jones Gledhill Fuhrman Gourley, P.A. (Daniel L. Glynn) | Counsel: Holden, Kidwell, Hahn & Crapo, P.L.L.C. (D. Andrew Rawlings)</u>

Matching legal concepts from your document: Trust Deed, Trustee, Good Faith, In Good Faith, Foreclosure Sale, Auction

Matching cites from your document:

Spencer v. Jameson | 211 P.3d 106

A Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42

2. LESLIE JENSEN EDWARDS, Plaintiff-Appellant, v. LEHMAN BROTHERS BANK, FSB, AS LENDER; and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE and BENEFICIARY and QUALITY LOAN SERVICES, AS ATTORNEY IN FACT AND SUCCESSOR TRUSTEE; and PIONEER LENDER TRUSTEE SERVICES, LLC AS TRUSTEE; and AURORA LOAN SERVICES AS

<u>SERVICER, Defendants-Respondents.</u>, Idaho Supreme Court | June 14, 2012 | 2012 ID S. Ct. Briefs LEXIS 149

Outcome: No outcome identified

Judge: Lansing L. Haynes

Matching legal concepts from your document: Trust Deed, No Evidence, Issue Of Material Fact, Genuine Issue

Matching cites from your document:

A Spencer v. Jameson | 211 P.3d 106

📤 Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42

 THE BANK OF COMMERCE, an Idaho banking corporation Respondent, vs. JEFFERSON ENTERPRISES, LLC, an Idaho limited liability company, Appellant., Idaho Supreme Court | November 05, 2012 | 2012 ID S. Ct. Briefs LEXIS 509

Outcome: No outcome identified

<u>Judge: Robert C. Naftz</u> | <u>Counsel: Racine Olson Nye Budge & Bailey Chartered (Bruce A Larson)</u> | Counsel: Nelson Hall Parry Tucker, P.A. (Douglas R. Nelson)

Matching legal concepts from your document: Issue Of Material Fact, Genuine Issue, Dispute Of Fact, Good Faith

Matching cites from your document:

🔔 G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Argyle v. Slemaker | 107 Idaho 668

4. THE BANK OF COMMERCE, an Idaho banking corporation, Respondent, vs. JEFFERSON ENTERPRISES, LLC, an Idaho limited liability company, Appellant., Idaho Supreme Court | November 05, 2012 | 2012 ID S. Ct. Briefs LEXIS 299

Outcome: No outcome identified

<u>Judge: Robert C. Naftz | Counsel: Racine Olson Nye Budge & Bailey Chartered (Bruce A Larson) | Counsel: Nelson Hall Parry Tucker, P.A. (Douglas R. Nelson)</u>

Matching legal concepts from your document: Good Faith, Issue Of Material Fact, Genuine Issue, Dispute Of Fact

Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

💠 Argyle v. Slemaker | 107 Idaho 668

5. TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEN C. FORBUSH, USMC (Deceased), and BREANNA HALOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEEK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 414

Outcome: No outcome identified

Judge: Cheri C. Copsey | Counsel: Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Moore Elia & Kraft & Hall, LLP (Craig Stacey) | Counsel: Law Offices of Matthew G. Gunn (Matthew Gunn) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: Peterson Lawyers (Charles F. Peterson Jr.)

Matching legal concepts from your document: Undisputed Facts, No Evidence, Issue Of Material Fact, Dispute Of Fact

Matching cites from your document:

Anderson v. Liberty Lobby, Inc. | 477 U.S. 242

A Peterson v. Romine | 131 Idaho 537

 ERIC R. CLARK, and S.C. Clark, a minor, Plaintiffs/Counter-Defendants/Appellants, vs. JOHN and DINAH COLEMAN, individually and as husband and wife,
 Defendants/Counterclaimants/Respondents. UNITED SERVICES AUTOMOBILE ASSOCIATION, and BRIAN GRAY, its agent, Defendants/Respondents., Idaho Supreme Court | January 18, 2024 | 2024 ID S. CT. BRIEFS LEXIS 56

Outcome: No outcome identified

<u>Judge: Paul M. Yee Jr. | Judge: Cynthia Yee-Wallace | Judge: William Hubbs Rehnquist | Judge: Robyn M. Brody | Counsel: Elam & Burke (Matthew L. Walters)</u>

Matching legal concepts from your document: Good Faith, Issue Of Material Fact, In Good Faith Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

A State v. Townsend | 124 Idaho 881

7. FEDERAL HOME LOAN MORTGAGE CORPORATION, Plaintiff-Respondent, vs. MARGARET A.
BUTCHER, Defendants-Appellants, and DENNIS D. BUTCHER JOHN DOES 1-10, whose true
identity is unknown, as Occupants of the Premises located at 10512 W. Achillea Street, Star, Idaho
83669, Defendants., Idaho Supreme Court | March 19, 2014 | 2014 ID S. Ct. Briefs LEXIS 111

Outcome: No outcome identified

Judge: Christopher M. Bieter | Judge: Kathryn A. Sticklen

Matching legal concepts from your document: Trust Deed, Trustee, Conclusory Assertion

Matching cites from your document:

Spencer v. Jameson | 211 P.3d 106

A Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42

8. BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiffs/Appellant, vs. WALLY ENTERPRISES, INC., WEINSTEIN & REILEY, P.S.; CORNERSTONE PROPERTIES, LLC, Defendants/Respondents., Idaho Supreme Court | August 09, 2021 | 2021 ID S. CT. BRIEFS LEXIS 745

Outcome: No outcome identified

<u>Judge: Bruce L. Pickett | Counsel: Stover, Gadd & Associates, PLLC (David W. Gadd) | Counsel: Holden, Kidwell, Hahn & Crapo, P.L.L.C. (D. Andrew Rawlings)</u>

Matching legal concepts from your document: Trust Deed, Good Faith, Foreclosure Sale

Matching cites from your document:

Spencer v. Jameson | 211 P.3d 106

A Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42

9. JAMES MARECI and LORI MARECI for and on their own behalf, and on behalf of their minor son.

TRISTEN MARECI, Plaintiffs, vs. COEUR D'ALENE SCHOOL DISTRICT NO. 271, its agents and employees, and SCOTT KAMARA, and STEVIE KAMARA and QUINTON KAMARA, their minor son, Defendants., Idaho Supreme Court | October 27, 2010 | 2010 ID S. Ct. Briefs LEXIS 286

Outcome: No outcome identified

<u>Judge: Benjamin R. Simpson</u> | <u>Counsel: Anderson, Julian & Hull, LLP (Amy G. White)</u> | <u>Counsel: Anderson, Julian & Hull, LLP (Brian K. Julian)</u>

Matching legal concepts from your document: Issue Of Material Fact, Genuine Issue, Dispute Of Fact Matching cites from your document:

Rife v. Long | 127 Idaho 841

G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

 RANDOLF L. BURGHART, Petitioner-Appellant, vs. TEREMA D. CARLIN AND IDAHO COMMISSION OF PARDONS AND PAROLE, Respondents., Idaho Supreme Court | June 25, 2013 | 2013 ID S. Ct. Briefs LEXIS 152

Outcome: No outcome identified

Judge: Michael J. Griffin | Counsel: Idaho Attorney General (Lawrence G. Wasden)

Matching legal concepts from your document: No Evidence, Issue Of Material Fact, Genuine Issue

Matching cites from your document:

Mendenhall v. Aldous | 146 Idaho 434

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

MFG FINANCIAL, INC., an Arizona corporation, Plaintiff-Respondent, v. JUSTIN VIGOS, an individual, Defendant-Appellant., Idaho Supreme Court | May 19, 2017 | 2017 ID S. Ct. Briefs LEXIS 204

Outcome: No outcome identified

<u>Judge: Gerald F. Schroeder</u> | <u>Counsel: Eberle, Berlin, Kading, Turnbow & McKlveen Chartered</u> (<u>Stanley J. Tharp</u>)

Matching legal concepts from your document: Issue Of Material Fact

Matching cites from your document:

🔔 G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

Argyle v. Slemaker | 107 Idaho 668

MFG FINANCIAL, INC., an Arizona corporation, Plaintiff-Respondent, v. JUSTIN VIGOS, an individual, Defendant-Appellant., Idaho Supreme Court | May 19, 2017 | 2017 ID S. Ct. Briefs LEXIS 201

Outcome: No outcome identified

<u>Judge: Gerald F. Schroeder</u> | <u>Counsel: Eberle, Berlin, Kading, Turnbow & McKlveen Chartered</u> (<u>Stanley J. Tharp</u>)

Matching legal concepts from your document: Issue Of Material Fact

Matching cites from your document:

G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

👽 Petricevich v. Salmon River Canal Co. | 92 Idaho 865

💠 Argyle v. Slemaker | 107 Idaho 668

13. PHH MORTGAGE, Plaintiff-Third Party Defendant-Counterdefendant-Respondent, vs. CHARLES

NICKERSON and DONNA NICKERSON, Defendant-Counterclaimant-Third Party Complainant-Appellants, and COLDWELL BANKER MORTGAGE, a d/b/a of PHH MORTGAGE and JP MORGAN CHASE BANK, NA, Third Party Defendants-Respondents., Idaho Supreme Court | May 27, 2015 | 2015 ID S. Ct. Briefs LEXIS 318

Outcome: No outcome identified

Judge: Michael J. Griffin | Counsel: Just Law Office (Charles C. Just) | Counsel: Parsons Behle & Latimer A Professional Corporation (Jon A. Stenquist) | Counsel: Hawley Troxell Ennis & Hawley LLP (Benjamin Craig Ritchie) | Counsel: Dunn Law Offices, PLLC (Amelia A Canegaly) | Counsel: Law Office of Charles L. Nickerson (L. Offices Charles Nickerson)

Matching legal concepts from your document: No Evidence, Issue Of Material Fact

Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

14. AARON SEVERINSEN, Plaintiff/Appellant, vs. THOMAS AND MICHELLE TUELLER, a married couple, SEARLE PROPERTIES, LLC, an Idaho Limited Liability Company, STONELY FARM, LLC, an Idaho Limited Liability Company, and JOHN and JANE Does 1-50, Defendants/Respondents., Idaho Supreme Court | July 14, 2023 | 2023 ID S. CT. BRIEFS LEXIS 497

Outcome: No outcome identified

<u>Judge: Darren B. Simpson | Counsel: Olsen Taggart PLLC (Steven Lyle Taggart) | Counsel: Banks</u>

Gaffney, PLLC (Jeffery W. Banks)

Matching legal concepts from your document: No Evidence, Issue Of Material Fact

Matching cites from your document:

U Breckenridge Prop. Fund 2016, LLC v. Wally Enter. | 170 Idaho 649

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

15. <u>LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant.</u>, Idaho Supreme Court | May 06, 2011 | 2011 ID S. Ct. Briefs LEXIS 121

Outcome: No outcome identified

<u>Judge: Robert J. Elgee</u> | <u>Counsel: Parsons, Loveland, Shirley & Lindstrom, LLP (Randolph Calvin Stone)</u> | <u>Counsel: Luboviski, Wygle, Fallowfield & Ritzau, P.A. (Janet C. Wygle)</u>

Matching legal concepts from your document: Trust Deed, Good Faith

Matching cites from your document:

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

💠 Argyle v. Slemaker | 107 Idaho 668

CHARLES DeGROOT and DeGROOT FARMS, LLC, Plaintiffs/Appellants vs. STANDLEY
 TRENCHING, INC., dba STANDLEY & CO., Defendants/Respondent., Idaho Supreme Court | April 11, 2013 | 2013 ID S. Ct. Briefs LEXIS 79

Outcome: No outcome identified

Judge: Gregory Morton Culet | Counsel: Jones Williams Fuhrman Gourley, P.A. (Clay M. Shockley) | Counsel: M. Michael Sasser Attorney (Michael M Sasser) | Counsel: Dinius & Associates, PLLC (Kevin Eugene Dinius) | Counsel: Pedersen & Whitehead (Michael J. Hanby II)

Matching legal concepts from your document: No Evidence, Issue Of Material Fact

Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

17. Richard J. Braese, Jr., Plaintiff/Appellant, v. Stinker Stores, Inc., Defendant/Respondent., Idaho Supreme Court | December 19, 2013 | 2013 ID S. Ct. Briefs LEXIS 626

Outcome: No outcome identified

Counsel: Seiniger Law Office, PA (William Breck Seiniger Jr.) | Counsel: Mahoney Law, PLLC (James G. Reid)

Matching legal concepts from your document: Issue Of Material Fact, Genuine Issue

Matching cites from your document:

Rife v. Long | 127 Idaho 841

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

 ABK, LLC, a limited liability company, Plaintiff/Appellant, v. MID-CENTURY INSURANCE COMPANY, a foreign insurer, Defendant/Respondent., Idaho Supreme Court | January 30, 2019 | 2019 ID S. Ct. Briefs LEXIS 104

Outcome: No outcome identified

<u>Judge: Cynthia K.C. Meyer</u> | <u>Counsel: Elam & Burke (Jeffrey A. Thomson)</u> | <u>Counsel: Elam & Burke (Matthew Parks)</u>

Matching legal concepts from your document: Issue Of Material Fact, Genuine Issue

Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Petricevich v. Salmon River Canal Co. I 92 Idaho 865

 Leon F. Atkinson, Plaintiff/Appellant, vs. Nancy Laux, et ux; Sharon Krog-Carde, et ux; and Bruce Greene, Defendants/Respondents., Idaho Supreme Court | August 18, 2011 | 2011 ID S. Ct. Briefs LEXIS 210

Outcome: No outcome identified

Judge: Benjamin R. Simpson | Counsel: Paine Hamblen, LLP (William J. Schroeder) | Counsel: Powell & Reed, PC (Todd Mathew Reed) | Counsel: Bruce H. Greene, P.A. (Bruce H. Greene) | Counsel: Paine Hamblen, LLP (Gregory Curtis Hesler)

Matching legal concepts from your document: Issue Of Material Fact, Genuine Issue

Matching cites from your document:

Rife v. Long | 127 Idaho 841

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

 CAPSTAR RADIO OPERATING COMPANY, a Delaware corporation, Plaintiff/Respondent, vs. DOUGLAS LAWRENCE and BRENDA J. LAWRENCE, husband and wife, Defendants/Appellants., Idaho Supreme Court | August 03, 2011 | 2011 ID S. Ct. Briefs LEXIS 199

Outcome: No outcome identified

Judge: Gary M. Haman | Judge: John T. Mitchell

Matching legal concepts from your document: Undisputed Facts, No Evidence

Matching cites from your document:

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

Argyle v. Slemaker | 107 Idaho 668

21. In the Matter of the Ownership of Sanders Beach regarding lands south of Government Lot 5, Section 24, TWP 50 North, Range 4 West, BM between Eleventh Street and Fifteenth Street, City of Coeur d'Alene, Idaho Supreme Court | March 17, 2006 | 2006 ID S. Ct. Briefs LEXIS 7

Outcome: No outcome identified

<u>Judge: James F. Judd | Counsel: Scott W. Reed (Scott W. Reed) | Counsel: Givens Law Firm (Ray Givens) | Counsel: Lake City Law Group (Peter Charles Erbland) | Counsel: Richard K. Kuck, PLLC (Richard Keating Kuck) | Counsel: Witherspoon Kelley (Edward J. Anson)</u>

Matching legal concepts from your document: Issue Of Material Fact, Dispute Of Fact

Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

22. KLAUS KUMMERLING and BAERBEL LITKE, husband and wife, Plaintiffs/Respondents, vs. MARK MUNKHOFF and ROBYN MUNKHOFF, Defendants/Appellants, CITY OF COEUR D'ALENE, IDAHO, a political subdivision of the State of Idaho; COEUR D'ALENE IDAHO POLICE CHIEF RON CLARK; and SAM MUNKHOFF, Defendants., Idaho Supreme Court | July 21, 2017 | 2017 ID S. Ct. Briefs LEXIS 1037

Outcome: No outcome identified

<u>Judge: Cynthia K.C. Meyer | Counsel: Winston & Cashatt, Lawyers A Professional Service</u> Corporation (Carl E. Hueber)

Matching legal concepts from your document: No Evidence, Genuine Issue

Matching cites from your document:

A Rife v. Long | 127 Idaho 841

🔔 G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

23. KLAUS KUMMERLING and BAERBEL LITKE, husband and wife, Plaintiffs/Respondents, vs. MARK MUNKHOFF and ROBYN MUNKHOFF, Defendants/Appellants, CITY OF COEUR D'ALENE, IDAHO, a political subdivision of the State of Idaho; COEUR D'ALENE IDAHO POLICE CHIEF RON CLARK; and SAM MUNKHOFF, Defendants., Idaho Supreme Court | July 19, 2017 | 2017 ID S. Ct. Briefs LEXIS 785

Outcome: No outcome identified

<u>Judge: Cynthia K.C. Meyer | Counsel: Winston & Cashatt, Lawyers A Professional Service Corporation (Carl E. Hueber)</u>

Matching legal concepts from your document: No Evidence, Genuine Issue

Matching cites from your document:

G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Rife v. Long | 127 Idaho 841

24. VICTORIA JOHNSON, Plaintiff-Appellant, vs. NORTH IDAHO COLLEGE, et al., Defendant-Respondent., Idaho Supreme Court | July 20, 2011 | 2011 ID S. Ct. Briefs LEXIS 195

Outcome: No outcome identified

<u>Judge: Edward J. Lodge | Judge: Lansing L. Haynes | Judge: Candy Wagahoff Dale | Counsel: James McMillan, Esq. Attorney at Law, PLLC (James M. McMillan) | Counsel: Naylor & Hales, P.C. (Kirtlan G. Naylor) | Counsel: Naylor & Hales, P.C. (Bruce Castleton)</u>

Matching legal concepts from your document: No Evidence, Issue Of Material Fact

Matching cites from your document:

Anderson v. Liberty Lobby, Inc. | 477 U.S. 242

G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

25. JOHN G. BLOCK, a single man, Plaintiff-Appellant, vs. CITY OF LEWISTON, a municipal corporation of the State of Idaho, and its employee LOWELL J. CUTSHAW, City of Lewiston Engineer, Defendants-Respondents., Idaho Supreme Court | January 29, 2013 | 2013 ID S. Ct. Briefs LEXIS 25

Outcome: No outcome identified

Judge: Robert C. Huntley | Judge: Carl Bryce Kerrick | Counsel: Landeck, Forseth & Luna (Ronald J. Landeck) | Counsel: Landeck, Forseth & Luna (Danelle C. Forseth) | Counsel: Gjording & Fouser, PLLC (Stephen Lee Adams) | Counsel: Anderson, Julian & Hull, LLP (Brian K. Julian)

Matching legal concepts from your document: Defect, No Evidence

Matching cites from your document:

A G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

A Rife v. Long | 127 Idaho 841

 JOHN STEM, Plaintiff-Appellant vs. CITY OF GARDEN CITY, IDAHO, Defendant, and WESLEY C. PROUTY, Defendant-Respondent., Idaho Supreme Court | November 18, 2010 | 2010 ID S. Ct. Briefs LEXIS 320

Outcome: No outcome identified

<u>Judge: Michael R. McLaughlin | Judge: Stephen Bistline | Counsel: Emil R. Berg Attorney at Law (Emil R. Berg) | Counsel: Mahoney Law, PLLC (James G. Reid) | Counsel: Sawtooth Law Offices (David P. Claiborne) | Counsel: Crandall Law Office (Douglas W. Crandall)</u>

Matching legal concepts from your document: No Evidence, Issue Of Material Fact

Matching cites from your document:

G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Anderson v. Liberty Lobby, Inc. | 477 U.S. 242

27. MARY CLARE GRIFFIN, individually and as parent and guardian of her minor child, G.G.; and G.G., a minor child, by and through his parent and guardian, Mary Clare Griffin, Plaintiffs/Appellants, v. STE. MICHELLE WINE ESTATES LTD., a Washington corporation; MARCHESI ANTINORI S.R.L., a foreign societa a responsabilita limitata; ZIGNAGO VETRO S.P.A., a foreign societa per azioni, Defendants/Respondents., Idaho Supreme Court | September 18, 2020 | 2020 ID S. CT. BRIEFS LEXIS 3072

Outcome: No outcome identified

Judge: Ned Williamson | Counsel: DLA Piper (Anthony Todaro)

Matching legal concepts from your document: Issue Of Material Fact

Matching cites from your document:

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

🔔 G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

28. NOVA MARIE WILLIAMS, CHLOE REANNEN WAGER, ROSE MARIE FEW, JOY LYNN KIRKLAN, ALEXIS ALYCE MOON, BARBARA SIGRID WARREN, JESSICA MARIE KIBE, AMBER RENEE DESCHENE, ASHLEY RAE ASHCRAFT, JESSE RICHARD PEDROZA, BRANDON JACOB RABER, ANTHONY ALLEN COFFEY, PATRICK LEE CARNEY, KENNETH W. DAUGHTRY, OMAR MARTINEZ JUAREZ, WILLIAM JOHN HAMILTON, BEAU ALAN MICHEL, CODY JOHN JAMES BUTTERFIELD, CAMERON WILSON, ABNER MIZAEL G. MOTEPEQUE, DOUGLAS BUTLER PHILLIPS, RANDALL LEE SANTERO, BRANDON LEE NETHERTON, DAZIE JOE OLSEN, JOSHUA MICHAEL ANDERSON, BRANDON MCMILLAN, BRYAN RIGGS, MICHAEL ELTON MCCARROLL, ALEX MICHAEL LITZ, RYAN MICHAEL DIETRICH, GAVIN CORDELL MILAND, ISAIAH MCKENDRICK BELL, RICK EUGENE WEAVER, EMIL MERCADO, MICHAEL MCDONOUGH, MICHAEL ALEXANDRA DEAN, WILLIAM MYLES, AMOS COOMBS, MICHAEL DUMAS, JOHN MCKAY, ALFRED BOWERS, JR., JESUS LOPEZ, and BRETT ROGERS, Petitioners-Appellants, v. MIKE HOLLINSHEAD, Sheriff of Elmore County; and SHAUNA GAVIN, Administrator of the Elmore County Jail, Respondents., Idaho Supreme Court | August 05, 2020 | 2020 ID S. CT. BRIEFS LEXIS 3200

Outcome: No outcome identified

Judge: James Seay Cawthon Jr. | Counsel: Olsen Taggart PLLC (Nathan M. Olsen)

Matching legal concepts from your document: Issue Of Material Fact

Matching cites from your document:

🔔 G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Argyle v. Slemaker | 107 Idaho 668

29. <u>TINA KRALL and DARRELL KRALL, wife and husband, and the marital community comprised</u> thereof, Plaintiffs-Appellants, vs. HAGADONE HOSPITALITY, an Idaho Corporation, dba CODER D' <u>ALENE RESORT, Defendant-Respondent.</u>, Idaho Supreme Court | February 07, 2023 | 2023 ID S. CT. BRIEFS LEXIS 81

Outcome: No outcome identified

<u>Judge: Richard S. Christensen</u> | <u>Counsel: Hawley Troxell Ennis & Hawley LLP (Austin Thomas Strobel)</u> | Counsel: Fannin Litigation Group, P.S. (Patrick K. Fannin)

Matching legal concepts from your document: Genuine Issue

Matching cites from your document:

G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

👽 Petricevich v. Salmon River Canal Co. | 92 Idaho 865

30. WADE FROGLEY, Plaintiff-Appellant, vs. MERIDIAN JOINT SCHOOL DISTRICT NO. 2, IDAHO
STATE BOARD OF EDUCATION, an Executive Department of the STATE OF IDAHO; LINDA
CLARK, an individual; AARON MAYBON, an individual, Defendants-Respondents., Idaho Supreme
Court | September 21, 2012 | 2012 ID S. Ct. Briefs LEXIS 263

Outcome: No outcome identified

<u>Judge: Ronald J. Wilper | Counsel: Blewett Mushlitz LLP (Jonathan D. Hally) | Counsel: Anderson, Julian & Hull, LLP (Brian K. Julian)</u>

Matching legal concepts from your document: Issue Of Material Fact

Matching cites from your document:

🔔 G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

Petricevich v. Salmon River Canal Co. | 92 Idaho 865

MSJ- DPW Dec (2)--10-18-2024.Pdf

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DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION E.Docx DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION C.Docx DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION D.Docx

Cited in your document - Plaintiff

BRIEF FOR MSJ- Bass- REPLY MEMO--10-18-2024.Pdf

1. A G&M Farms v. Funk Irrigation Co.

Cases Idaho | March 19, 1991 | 119 Idaho 514

Discussion Level Cited

OVERVIEW: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints and evidence showed they knew statements were untrue, farmer established prima facie case of intentional misrepresentation.

2. Anderson v. Liberty Lobby, Inc.

Cases U.S. | June 25, 1986 | 477 U.S. 242 Discussion Level Mentioned

OVERVIEW: Partial summary judgment was reversed because court applied wrong standard in a libel suit brought by a limited purpose public figure; the clear and convincing evidence standard applied to a summary judgment as to whether actual malice existed.

3. A Peterson v. Romine

Cases Idaho | July 7, 1998 | 131 Idaho 537 Discussion Level Cited

OVERVIEW: Shopper injured by a pothole in a reserved parking lot where she was illegally parked was a trespasser, and the fact that the landowners that owned the parking lot encouraged people to shop in the area did not make the shopper an implied invitee.

4. A Rife v. Long

Cases Idaho | August 30, 1995 | 127 Idaho 841

Discussion Level Cited

OVERVIEW: In the parents' negligence action based on injuries the son sustained while walking home from school, summary judgment was properly granted to the school district because it did not owe a statutory or common law duty of care to the son.

5. Fed. Home Loan Mortg. Corp. v. Appel

Cases Idaho | May 25, 2006 | 143 Idaho 42

Discussion Level Cited

OVERVIEW: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the sale was void because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506A. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the

borrower had no notice of an earlier rescheduled sale date.

6. A Spencer v. Jameson

Cases Idaho | June 16, 2009 | 211 P.3d 106 Discussion Level Mentioned

OVERVIEW: Mobile home that was affixed to the land at the time of a non-judicial foreclosure sale, it was real property under Idaho Code Ann. § 55-101 and was properly transferred to the trustee under Idaho Code Ann. §§ 45-1502(3) and 45-1503. The trial court erred in failing to distribute excess sales proceeds in accordance with Idaho Code Ann. § 45-1507.

Petricevich v. Salmon River Canal Co.

Cases Idaho | March 25, 1969 | 92 Idaho 865

Discussion Level Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

Cases Idaho Ct. App. | November 27, 1984 | 107 Idaho 668

Discussion Level Cited

OVERVIEW: Trial court erred in granting summary judgment in favor of property owners in their action to quiet title to claims of mineral deed successors because a genuine issue of material fact existed as to the validity of the deed.

Cases Idaho | October 23, 2008 | 146 Idaho 434

Discussion Level Cited

OVERVIEW: Under Idaho Code Ann. § 6-2503 of the Notice and Opportunity to Repair Act (NORA), Idaho Code Ann. §§ 6-2501-2504, homeowner's March 11 letter satisfied notice requirements of NORA for construction defects he alleged. The contractors failed to comply with their duty to respond under NORA, and the owner was free to pursue the claim in court.

10. Pines Grazing Ass'n v. Flying Joseph Ranch, LLC

Cases Idaho | November 23, 2011 | 151 Idaho 924

Discussion Level Cited

OVERVIEW: Because an agreement not to bid at a sale of county-owned land at public auction constituted illegal bid rigging under both Idaho Code Ann. § 48-104 and § 1 of the Sherman Act, 15 U.S.C.S. § 1, the agreement was unenforceable, and a jury's award of damages for breach of the agreement therefore had to be overturned.

Cases N.D. Cal. | June 9, 2011 | 795 F. Supp. 2d 898

Discussion Level Cited

OVERVIEW: In action by landowners to recover response costs under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.S. § 9607(a), defendants' motion for summary judgment was denied with regard to their assertion that they did not release chemicals on to property at issue. Motion was not specific and was conclusory in nature.

Cases Idaho | August 22, 2022 | 170 Idaho 649

Discussion Level Mentioned

OVERVIEW: In a suit concerning the legality of an auctioneer providing the terms of sale at the time of the foreclosure sale, without providing earlier notice to potential bidders, the printed conditions of the foreclosure sale were binding on plaintiff when announced by the auctioneer, whether it knew of the conditions beforehand or not.

13. A I.C. 45-1510(1)

Here is the closest citation we found:

Idaho Code § 45-1510

Statutes-Legislation

14. **Bogart v. Bagley** 1943 | 64 Idaho 177

Here is the closest citation we found:

A Wade v. Pacific Coast Elevator Co.

Cases Idaho | September 25, 1942 | 64 Idaho 176

OVERVIEW: The survivor of a worker who was found dead inside his employer's grain bin was not entitled to worker's compensation because she failed to prove his death, which appeared to have been caused by coronary thrombosis, was caused by an accident.

15. A I.C. 45-1508
Here is the closest citation we found:

♦ Idaho Code § 45-1508

Statutes-Legislation

1.C. 45-1506

Here is the closest citation we found:

A Idaho Code § 45-1506

Statutes-Legislation

17.

Idaho Code § 451-1506

18.

I.R.C.P. 11

19. **A Kane V. Union State Bank** D. Idaho | 1937 | 71 F. Supp. 225

Here is the closest citation we found:

Baltimore & O. R. R. Co. v. Halchak

Cases D. Pa. | April 10, 1947 | 71 F. Supp. 224

Here is the closest citation we found:

A State v. Townsend

Cases Idaho | December 28, 1993 | 124 Idaho 881

OVERVIEW: Defendant's conviction for aggravated battery was vacated and remanded for a new trial where the jury verdict did not specify whether the instrumentality used was defendant's hands or his vehicle.

BRIEF FOR MSJ- DPW Dec (2)--10-18-2024.Pdf

Cited in your document - Shared

1. Cited in the following Documents:

Plaintiff MSJ- Bass- REPLY MEMO--10-18-2024.Pdf
Defendant DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION C.Docx

Fed. Home Loan Mortg. Corp. v. Appel Cases Idaho | May 25, 2006 | 143 Idaho 42

Discussion Level Cited

OVERVIEW: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the sale was void because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506A. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the borrower had no notice of an earlier rescheduled sale date.

2. Cited in the following Documents:

Plaintiff MSJ- Bass- REPLY MEMO--10-18-2024.Pdf
Defendant DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION E.Docx

I.R.C.P. 11
Discussion Level Cited

Cited in your document - Defendant

BRIEF FOR DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION E.Docx

1. A. I.R.C.P. 11

2.

I.R.C.P. 11.

BRIEF FOR DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION C.Docx

3. Fed. Home Loan Mortg. Corp. v. Appel Cases Idaho | May 25, 2006 | 143 Idaho 42 Discussion Level Cited

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4.

15 U.S.C. § 1

Statutes-Legislation

Discussion Level Cited

BRIEF FOR DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS IN SECTION D.Docx

5. Il Idaho Code § 55-208
Statutes-Legislation
Discussion Level Mentioned

Quote Check - Plaintiff

Quote Check - Shared

Quote Check - Defendant

End of Document