**Review Documents**

[**amended - complaint - 2023.pdf**](https://casetext.com/api/cocounsel/proxy/document-uploads/c5e5a573c74f35beb64997259adeff7b/content#page=1)

**Are all the causes of action well cited and without flaw**

**Ambiguous**

The document does not explicitly state that all the causes of action are without flaw, but it does provide substantial detail and citations (pg. 1) as well as detailed explanations for each one (pgs. 16-22), suggesting that they are well-reasoned and supported. However, a definitive answer would require further analysis.

While the document does provide substantial detail and cites numerous cases, statutes, and regulations, it is difficult to say definitively that the causes of action are "without flaw" without further analysis.

While the document does not explicitly state that all the causes of action are without flaw, it does provide detailed explanations and citations for each one, suggesting that they are well-reasoned and supported.

**What other case laws, authorities, codes, rules, etc., would strengthen this pleading that can be added**

**Cite more codes/cases/rules**

To strengthen this pleading, additional authorities that could be cited include Idaho Code §§ 45-1506, 6-101, 48-603, cases such as Wells Fargo Bank, N.A. v. Rader, Bank of America, N.A. v. Owens, Wells Fargo Bank, N.A. v. Cherry, and In re Ocwen Loan Servicing, LLC, and rules of evidence such as Idaho Rules of Evidence Rule 803 (pgs. 1-3, 5, 7-10, 16, 22).

While the document already references a number of cases, statutes, and rules, additional authorities that could be helpful include:

* Idaho Code § 45-1506, which outlines the process for a trustee's sale
* Idaho Code § 6-101, which defines fraud in the state of Idaho
* The case of Wells Fargo Bank, N.A. v. Rader, 156 Idaho 148 (2014), which discusses the requirements for a valid assignment of a deed of trust
* The case of Bank of America, N.A. v. Owens, 158 Idaho 616 (2016), which discusses the statute of limitations for a breach of contract claim in Idaho

While this pleading already references a number of case laws, rules, and statutes, additional authorities that could be cited to strengthen the pleading might include:

* Other cases in which banks or mortgage companies have been found liable for fraudulent or deceptive practices, such as Wells Fargo Bank, N.A. v. Cherry, 2016 WL 1168737 (D. Idaho Mar. 24, 2016) or In re Ocwen Loan Servicing, LLC, 491 B.R. 620 (Bankr. S.D. Tex. 2013).
* Additional provisions of the Idaho Consumer Protection Act, such as Idaho Code § 48-603, which prohibits "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."
* Other rules of evidence that may be relevant, such as Idaho Rules of Evidence Rule 803, which allows for the admission of certain hearsay evidence.

**Are there indispensable parties missing that you could name or identify**

**Insufficient**

The document does not explicitly mention any indispensable parties that are missing, but it does allow for the possibility of adding or removing parties in the future (pg. 8). Additionally, the document mentions a few entities that could potentially be relevant, such as "Original Bank" and "a benefactor who pays off a loan" (pgs. 11, 18).

While the document does not explicitly answer this question, it does mention that "additional amendments or corrections to the pleadings, including additions or removals of parties that are or are not indispensable" may be filed in the future.

While the document does not explicitly mention any indispensable parties that are missing, it does mention several entities that could potentially be relevant to the case, such as "Original Bank" (PAGE 18, LINE 123) and "a benefactor who pays off a loan" (PAGE 11, LINE 102).

**What are other causes of actions that could and should be in the pleading**

**Many options**

The document mentions several causes of action (pgs. 8,9) but there are additional potential causes of action that could be included in the pleading, such as breach of contract, unjust enrichment, violations of consumer protection laws, breach of fiduciary duty, intentional infliction of emotional distress, or negligent infliction of emotional distress (pgs. 17, 20, 22, 23).

The document does mention several causes of action, including fraud, manipulation of paperwork, and improper assignment of a loan. Other potential causes of action that could be included in the pleading based on the information in the document might be breach of contract, unjust enrichment, or violations of consumer protection laws.

While the document does contain a number of causes of action, there are a few others that could potentially be included, such as:

* Breach of fiduciary duty (if the defendant had a duty to act in the plaintiff's best interests and failed to do so)
* Intentional infliction of emotional distress (if the defendant's actions caused the plaintiff severe emotional distress)
* Negligent infliction of emotional distress (if the defendant's negligence caused the plaintiff severe emotional distress)