

5-6-2017

Douglas v. Zions Bank, N.A. Appellant's Brief Dckt. 44645

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IN THE SUPREME COURT OF THE STATE OF IDAHO

DAVID DOUGLAS, TERRY KERR)

PLAINTIFFS, APPELLANTS,)

-VS-)

ZIONS BANK N.A., NATIONSTAR)
MORTGAGE LLC, PRINC AND)
YEATES P.C.)

DEPENDANTS, RESPONDANTS.)

SUPREME COURT CASE
DOCKET NO. 44645-2016

DISTRICT COURT CASE
NO. CV-2015-239

APPELLANTS OPENING BRIEF

APPEAL FROM THE DISTRICT COURT OF THE SEVENTH
JUDICIAL DISTRICT IN AND FOR THE COUNTY OF BONNEVILLE

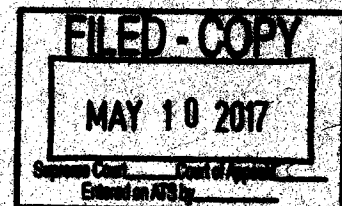
JOEL TINGEY, DISTRICT COURT JUDGE

DAVID DOUGLAS, TERRY KERR
580 ASWAN STREET
SPARKS, NEVADA 89441
208-520-7266
PRO-SE APPELLANTS

QUINNEY AND NEBEKER P.C.
P.O. BOX 45385
SALT LAKE CITY, UTAH 84145
ATTORNEY FOR RESPONDENTS
ZIONS BANK ETAL.

ORIGINAL

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ORIGINAL

CONTENTS

1. JURISDICTION.....PAGE 1.

2. STATEMENT OF THE ISSUES.....PAGES 1,2,3,4,

3. STATEMENT OF THE CASE.....PAGES 4,5,6,7,

4. STATEMENT OF FACTS.....PAGE 7,

5. SUMMARY OF ARGUMENT.....PAGE 8,

6. ARGUMENT.....PAGES8,9,

7. CONCLUSION.....PAGE9.

TABLE OF AUTHORITIES AND STATUTES

1. PAGE 2, (MORTENSEN V. STEWARD GUAR.CO. 149 IDAHO 437,446, 235 p3d 387,396 92010).

(WESTCO, 149 IDAHO AT 898,243, p3d ATAT 1086, (QUOTING MCPHETERS V. MAILE 138 IDAHO 391, 395, 64 p3d 317,321(2003)

I.R.C.P. 9(B)

COUNTRY COVE DEV.V. MAY, 143 IDAHO 595,600,150,p3d 288,293 (2006)
2. PAGE 3, IDAHO 4:15-CV-2015-00055,ejl-REB
18 USC 1962 (D)
18 USC (1964)
3. PAGE 4 18 USC (1962)(C) AND USC 1341 and 1343.
4. PAGE 5, 12 USC (1972)ET SEG 12 USC (1972)(B)
18 USC (1962)(C)
5. PAGE 6, STAR V. REBELLO, (& NEV. 124, 125, 625,p2d 90,91,92, (1981). USC 15 (1962) (C)(D)(E)(G)
6. PAGE 8, CELOTEX CORP. V. CATRETT, 477, US 317, 322, 323,(1986)
IDAHO POWER CO. V. COGENERATION,INC. 134 IDAHO 738,750,9 p3d 1204, 1216, (2000).
7. page 9, ID 134 IDAHO AT 750,751, 9 p3d AT 12161217.

1. JURISDICTION

THIS CASE DID HAPPEN IN BONNEVILLE COUNTY AND THE JURISDICTION WAS PROPER. THE DEFENDANTS FOR THE NATIONSTAR MORTGAGE ATTORNEYS DID LIE IN COURT TO THE JUDGE TINGEY IN THE HEARING AND THEN DID DO A CORRECTION TO THE AKERMANS LIES TO THE COURT SAYING THAT THE AKERMAN LAWYER DID NOT LIE TO THE COURT , (THE AKERMAN LAWYER JUST MISPOKE. THE PLAINTIFFS DID POINT OUT IN COURT THAT THE AKERMAN LAWYER WAS LYING TO THE COURT BUT THE JUDGE TINGEY WAS NOT INTERESTED IN TRUTH AND FACTS AND ALLOWED THE AKERMAN LAWYERS TO LIE IN COURT, DUE TO THE CULTURE OF CORUPTION THAT EXISTS IN THE BONNEVILLE COUNTY SEVENTH DISTRICT COURT.

2. STATEMENT OF ISSUES

THE COMPLAINT WAS FILED IN THE SEVENTH DISTRICT COURT CAUSE THE CRIMINAL RACKETEERING DID HAPPEN THERE. FIRST THE NATIONSTAR MORTGAGE DID HAVE JUDGE SIMPSON DO A ILLEGAL JUDICIAL FORCLOSURE ON THE PLAINTIFFS PROPERTY WHEN THERE WAS A PENDING CASE IN THE IDAHO FEDERAL COURT WITH A FEDERAL COURT LIS PENDANS COURT LIEN, A NOTICE OF PENDANCY OF ACTION. THE 7th DISTRICT COURT JUDGE DID ORDER THE SALE OF THE PROPERTY AND THE PLAINTIFFS DID DO A JUDICIAL COMPLAINT AND DID SHOW WHERE THE LIS PENDANS AND THE JUDICIAL FORCLOSURE WAS THE SAME PROPERTY BUT DO TO THE CULTURE OF THE CORUPTION IN IDAHO NOTHING HAPPENED TO THE JUDGE, THEN THE ZIONS BANK DOES THE SAME THING WITH THE PLAINTIFFS OTHER PROPERTY. THIS WAS A COMPLETE ARRONT TO THE JUSTICE SYSTEM!

2. the appellants did establish the claim for INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS, AND THAT THE WRONGFULL AND THE ILLEGAL CONDUCT WAS INTENTIONAL AND RECKLESS, AND THAT THE

CONDUCT WAS EXTREME AND OUTRAGEOUS AND THERE WAS A CONNECTION BETWEEN THE WRONGFULL CONDUCT AND THE EMOTIONAL DISTRESS, AND THAT THE DISTRESS WAS SEVERE. AS IN (MORTENSEN V. STEWARD GUAR. CO. 149, IDAHO 437,446, 235 p3d 387, 396 (2010)).

3. THERE WAS A CIVIL CONSPIRACY THAT GAVE RISE TO LEGAL REMEDIES WHEN THERE IS AN AGREEMENT BETWEEN TWO OR MORE TO ACCOMPLISH AN OBJECTIVE OR TO ACCOMPLISH A LAWFULL OBJECTIVE IN AN UNLAWFULL MANNER. (WESCO, 149 IDAHO AT 898, 243, p3d AT 1086, (QUOTING MCPHETERS V. MAILE 138 IDAHO 391,395, 64 p3d 317,321 (2003)). THERE IS SPECIFIC EVIDENCE OF PLANS THAT THE UNLAWFULL OBJECTIVE WAS ACCOMPLISHED! SEE THE MOTION FOR CONSIDERATION EXHIBITS OF PROOF AND FACTS. ACCORDING TO I.R.C,P. 9 (B), THE APPELLANT DID PROVE THE FRAUD WITH PARTICULARITY. THE STATEMENT OF FACTS DO PROVE THE CRIME BUT THE JUDGE REFUSED TO EVEN LOOK AT THE PLAINTIFFS FACTS AND PROOF AND TRUTH AND EVEN ALLOWED THE LAWYERS TO LIE IN THE COURT HEARING. THE NATIONSTAR MORTGAGE ALSO BECAME THE SERVICER OF THE PLAINTIFF PROPERTY IN NEVADA AND ALSO DID ILLEGAL FORCLOSURE THERE THAT IN IN FEDERAL COURT THERE. ALSO ZIONS BANK DID BUY THE ILLEGAL FORCLOSURE PROPERTY THAT HAD A 30 MILLION DOLLAR LIS PENDANS COURT LIEN ON IT. THEN TOLD THE COURT THERE THAT THEY DID NOT DO ANYTHING WRONG. ANY BANKER THAT WOULD PURCHASE A PROPERTY AT A FORCLOSURE SALE WITH A 30 MILLION DOLLAR LSI PENDAN LIEN ON IT WOULD BE FIRED THE NEXT DAY, BUT NOT WHEN THE ZIONS CRIMINAL RACKETEERING PREVAILS! the crooked JUDGE TINGEYS ORDER MUST BE REVERSED CAUSE OF THE LEGALITY OF IT. SEE (COUNTRY COVE DEV. INC. V. MAY 143 IDAHO 595 600 150 p3d 288 293 (2006)). THE APPELLANTS DID PRESENT SUFFICIENT EVIDENCE TO CREATE MATERIAL ISSUES OF FACT AS TO EACH ELEMENT, ID. THE COURT REFUSED TO ACK-

nowledge the corruption that exist in the 7th JUDICIAL DISTRICT COURT IN BONNEVILLE COUNTY. THE BANKS AND THE MORTGAGE COMPANIES JUST PAY THE JUDGES FOR INJUSTICE! THIS IS A VIOLATION OF THE RACKETEER INFLUENCED AND CORUPT ORGANIZATION ACT, 18 U.S.C 1962 (D) ACCORDING TO THE STATUTES JURISDICTIONAL STATEMENT, 18 (1964) THIS DOES AMOUNT TO A CRIMINAL CONSPIRACY BETWEEN THE ZIONS BANK AND THE NATIONSTAR MOTGAGE AND THIER BAD FAITH MISCONDUCT ATTORNEYS. THEY DID CONSIRE TO ACCOMPLISH A LAWFULL OBJECTIVE IN AN UNLAWFULL MANNER. THESE ACTIONS BY THE CONSPIRATORS WERE VERY DECEPTIVE, EGREGIOUS, ILLEGAL, AND WAS A COMPLETE AFFRONT TO THE JUSTICE SYSTEM AND COULD ONLY BE DONE WITH A CORUPT JUDGE. THE UNCONSCIONABLE BAD FAITH ILLEGAL ACTS WERE PROVEN BEYOND ANY DOUBT BUT THE COURT REFUSED TO EVEN LOOK AT THE TRUTH, THE FACTS, AND THE EVIDENSE. THE COMPLANT FILED WITH THE STATE BAR AGAINST THE LAWYERS AND AGAINST THE JUDGES TINGEY AND SIMPSON DID NOT FIND ANYTHING WRONG IN THE 128 PAGES OF COMPLAINTS WITH STONE COLD EVIDENSE CAUSE OF THE CULTURE OF CORUPTION THAT DOES EXIST IN THE STATE OF IDAHO!

5. THE ZIONS BANK GAVE THE MORTGAGE TO THE ZIONS BANK FORCLOSURE DEPARTMENT AND THE ZIONS BANK FORCLOSURE DEPARTMENT CHANGED THE TERMS OF THE LOAN AND EVEN THOUGH THE PLAINTIFFS DID PRESENT LOTS OF ADMISSABLE EVIDENSE THAT THE ZIONS BANK DID VIOLATE THE (FDCPA STATUTE) THAT PROHIBITS ABUSIVE DEBT COLLECTION PRACTICES BY A LOAN SERVICER THE FDCPA PROHIBITS THE CRIMINAL ACTIVITIES DONE IN THE WRONGFULL FORCLOSURE. ID (CITING 15 U.S.C. (1962) .

6. THE PLAINTIFFS WERE CURRENT ON PAYMENTS WHEN THE VULTURES AT ZIONS BANK DOUBLED THE PAYMENTS JUST TO STEAL THE PLAINTIFFS HOME USING DECEPTIVE ILLEGAL PRACTICES.

7. THE APPELLANTS DID STATE A CLAIM THAT THE LAWYERS AND THE JUDGE WERE INVOLVED IN AN ILLEGAL INTERPRISE AND DID SHOW THE PATTERN OF CORUPTION DONE BY THE BANK AND THE MORGAGE COMPANY. THE APPELLANTS HAVE SHOWN THE PROOF OF THE MISCONDUCT, THE PROOF OF THE ILLEGAL CRIMINAL ENTERPRISE AND THE PATTERN THAT WAS USED BY THE ZIONS BANK AND THE NATIONSTAR MORTGAGE AND THE BAD FAITH MISCONDUCT LAWYERS AS SHOWN IN RICOTTA V. CALIFORNIA 4 SUPP 2d 961, 977, (sd cal 1988).

8. THEN THERE WERE JUDICIAL MANIPULATION CHARGES FILED AGAINST THE LAWYERS AND THERE WAS A MOTION FOR RECUSAL THAT WAS REFUSED EVAN THOUGH THERE WAS MULTIPLE JUDICIAL COMPLAINTS FILED AGAINST JUDGE TINGEY , HE STAYED ON THE CASE CAUSE THE DEEP POCKETS OF ZIONS BANK CORUPTION FUND PAYED HIM FOR INJUSTICE!

9. so the culture of coruption prevailed AND THE REDRESS OF THE WRONGDOINGS WAS NOT ALLOWED. THE ZIONS BANK SAID THEY WERE GOING TO DRIVE THE NIGGERS FROM THE NEIGHBORHOOD AS TOLD BY A MORMAN NEIGHBOR TO THE PLAINTIFFS. THIS IS ALL DONE BY THE ZIONS BANK IN VIOLATION OF THE BANK HOLDING COMPANIES ACT, AND THE BREECH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING ACT. ALL THE WRONGDOINGS HAVE BEEN DOCUMENTED IN THE (MORMAN MAFIA BOOK)

3. STATEMENT OF THE CASE

10. THE ZIONS BANK AND THE NATIONSTAR MORTGAGE CONSPIRED WITH THEIR LAWYERS AND THE JUDGE TO VIOLATE THE RACKETEER INFLUENCED AND CORUPT ORGANIZATIONS ACT 18 U.S.C. (1962) (C) AND ALSO THE VIOLATIONS OF U.S.C 1341 AND 1343. plus they ALSO VIOLATED THE THE ANTI-TYING PROVISIONS OF THE BANK HOLDING ACT PURPOSELY

CITING THE BANK HOLDING ACT, 12 U.S.C. (1972) ET. SEG. WHERE THE BANK AND THE NATIONSTAR MORTGAGE COMPANY CHANGED THE MORTGAGE CONTRACTS. THIS SCHEME VIOLATES THE ANTI- TYING PROVISIONS OF THE BANK HOLDING ACT, 12 U.S.C. (1972) ET SEG., 12 U.S.C (1972) (B). THIS ACT STATES THAT THE ORIGINAL MORTGAGE CONTRACT CANNOT VARY THE SERVICE, THE CONDITIONS, THE REQUIREMENTS, FROM THE ORIGINAL MORTGAGE. THE WRONGFULL FEES IMPOSED, THE WRONGFULL FORCED PLACED INSURANCE, THE EXCESSIVE FEES AND COMMISSIONS AND THE HUHE INCREASE OF THE MONTHLY PAYMENTS JUST TO STEAL THE PROPERTY IS ALL IN VIOLATION BUT THE FACTS, THE TRUTH, AND THE EVIDENSE PRESENTED TO THE JUDGE DID NOT MATTER, ALL THAT DID MATTER WAS THE PAYOFF TO THE JUDGE FOR THE INJUSTICE TO THE PLAINTIFFS. IN THE QUINNEY AND NEBEKER LAW FIRM WAS A RELATIVE OF JUDGE TINGEYS ON THE LAWYER LIST FOR THE LAW FIRM BUT IT DID NOT MATTER ALL THAT MATTERED WAS HOW MUCH THEY WERE PAYING FOR INJUSTICE!

11. THE RESPONDENTS ALSO DID AN ILLEGAL INTERPRISE AND DID DO A PATTERN OF RACKETEERING ACTIVITY CONSISTING OF NUMEROUS AND REPETED COMMUNICATIONS TO EXECUTE A SCHEME TO HARM THE PLAINTIFFS USING WIRE AND MULTI MEDIA COMMUNICATIONS IN VIOLATION OF RICO ACT 18 U.S.C (1962) (C). THIS CAN BE TOTALLY PROVEN USING SECTION 215 of the patriot act, THIS SCHEME WAS TO CAUSE ACTUAL MALICE, AND GRIEF AND MISERY TO THE PLAINTIFFS. THIS SMEAR CAMPAIGN WAS EXECUTED TO CAUSE TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS THAT THE APPELLANTS HAD TO DESTROY THE PLAINTIFFS BOTH FINANCIALLY AND EMOTIONALLY.

12. THE APPELLANTS DID SUFFER FROM THE INTENTIONAL INFLECTION OF EMOTIONAL AND FINANCIAL DISTRESS. THIS OUTREAGEOUS CONDUCT

with the purposefull INTENTION AND THE RECKLESS DISREGUARD FOR THE APPELLANTS DID CAUSE SEVERE AND EXTREME DISTRESS THAT DID RESULT IN THE PLAINTIFFS HAVING HEART BY-PASS OPERATIONS. THE APPELLANTS CAN PROVE THE ACTUAL CAUSATION AS QUOTED IN (STAR V. REBELLO, 97 NEV. 124,125,625, p2d 90 91 92 (1981)). THE CRIMINAL RACKETEERS DID CONSPIRE FRAUDULENT ACTIONS, MADE FALSE STATEMENTS AND DEFAMATORY STATEMENTS AND CONSPIRED THE PLAINTIFFS DEMISE FOR PROFIT. IN THE NEWSPAPER TODAY IT TOLD OF WARREN BUFFITS COMPANY THAT HAD 100 BILLION DOLLARS IN ITS CASH ACCOUNT, BUT THE PLAINTIFFS HAVE VIDEOS OF THE HOLY GHOST AND WERE PRESENTED IN THE FEDERAL CASE IN RENO NEVADA AGAINST THE ZIONS BANK. ZIONS BANK HAS THE JOE SMITH MONEY BUT HE WAS KILLED AFTER KILLING TWO MEN WITH A GUM SMUGGLED INTO THE JAIL AND THEN HE AND HIS BROTHER WAS BOTH SHOT 4 TIMES IN THE HEAD. JOE SMITH WAS IN JAIL FOR HAVING A PERSONS HOME BURNED DOWN AND HIS PRINTING PRESS BROKEN UP BY THE MORMAN MAFIA GOONS CAUSE THE MAN TOLD THE TRUTH ABOUT JOE SMITH. SMITH TOLD A 14 YEAR OLD GIRL IF SHE DID NOT MARRY HIM HE WOULD NOT LET HER PARENTS INTO HEAVEN! THE PLAINTIFFS BOOK CALLED THE MORMAN MAFIA WAS TO BE PLUBLISHED BUT THE MORMAN MAFIA BOUGHT THE BOOK COMPANY DOING THE BOOK. HISTORY REPEATS ITSELF. JOE SMITH WAS THE GOLDEN CALF LIAR AND THE ZIONS BANK PERPATRATES A FRAUD AND THAT IS JUST FOR THE MONEY, PURE PROFIT FROM LIES. THESE VIOLATIONS OF HARRASSMENT AND ABUSE ARE COVERED IN (1962) (D), (E), (C) AND (g) (1962). COUPLE THIS WITH THE RACIAL ANIMUS THAT CONSYTUTES HATE CRIMES, THE MORMANS ARE GOING TO DRIVE THE NIGGERS FROM THE NEIGHBORHOOD, AND THEY ILLEGALLY DID.

13. FUTHER VIOLATIONS WERE THE MISREPRESENTATIONS IN NOTICES AND DOCUMENTS, THE VIOLATIONS OF THE DECEPTIVE AND THE UNFAIR PRATICE

laws, the direct contravention of the anti-COERCION DISCLOSURES THE ILLEGAL PAYING OF SERVICERS AND BAD FAITH MISCONDUCT LAWYERS TO PURPOSELY CAUSE INJURIES TO THE PLAINTIFFS ANF THEIR FAMILIES LIKE THE PAYING MORMAN KIDS TO PUPOSELY INJURE THE APPLANTS KIDS. LIKE PUTTING THE PLAINTIFFS SOCIAL SECURITY CHECKS INTO A MORMENS ACCOUNT INSTEAD OF THE PLAINTIFFS. THE SOCIAL SECURITY DEPARTMENT TOLD THE BANK IF THEY DID THAT AGAIN THEY WOULD NOT PUT ANY MORE SOCIAL SECURITY CHECKS INTO ANY ACCOUNT IN THE BANK. MORMANS ARE THE LOWEST FORM OF LIFE IN THE WORLD. TO PAY A MORMAN KID TO PLOT AND PURPOSELY INJURE ANOTHER CHILD AND PAY MORE IF THEY COULD INJURE THE CHILD FOR LIFE IS SO EGREGIOUS THAT IT IS BEYOND THE CONCEPT OF CIVILIZED HUMAN BEINGS!

4. FACTS OF THE CASE

14. NATIONSTAR MORTGAGE AND ZIONS BANK INCREASED THE PAYMENTS DOUBLE TO STEAL THE HOUSES AND THEN TO FUTHER PROVE NATIONSTAR AND ZIONS CONSPIRACY TO DESTROY THE KERRS, THEY BOUGHT THE HOME IN RENO AND THE NATIONSTAR GOT TO BE THE NEW SERVICER OF THE MORTGAGE AND DID AN ILLEGAL FORCLOSURE ON THE HOUSE IN RENO JUST LIKE THEY DID IN IDAHO FALLS. SEE EXHIBIT A WHERE THE HOUSE PAYMENTS WENT FROM \$1437 DOLLARS TO \$2948 DOLLARS WITH OUT ANY REASON OTHER THAN TO STEAL THE HOUSE OWNED CURRECNTLY BY PLAINTIF TERRY KERR. A COMPLETE AFFRONT TO THE JUSTICE SYSTEM. NATIONSTAR DID THE SAME THING TO THE WOODBRIDGE HOUSE AND ZIONS DID THE SAME THING TO THE WHEATSTONE HOUSE.

15. the appellants did prove THE FRAUD, DID PROVE THE RACKETEER INFLUENCED CORUPT ORGANIZATION ACT VIOLATIONS, THE DID PROVE THE FDCRA VIOLATIONS AND THE TILA VIOLATIONS , IT IS JUST THAT THE JUDGE WAS NOT INTERESTED IN THE FACTS THE TRUTH, OR THE EVIDENSE!

5. SUMMARY OF THE ARGUMENT

16. THE PLAINTIFFS DID PRESENT SUFFICIENT EVIDENCE TO ESTABLISH A PRIMA FACIE CASE AGAINST NATIONSTAR AND ZIONS BANK AND THE COURT LAWYERS. THE FACTS WERE NEVER DISPUTED AND THE LAWYERS EVEN IF THE FACTS, THE TRUTH, AND THE EVIDENCE PRESENTED WERE TRUE IT DID NOT MATTER BECAUSE THEY HAD THE JUDGE IN THEIR POCKET! THE RULING IN FAVOR OF ZIONS AND NATIONSTAR MORTGAGE WAS A COMPLETE AFFRONT TO THE JUSTICE SYSTEM. ACCORDING TO (CELOTEX CORP. V. CATRETT, 477 U.S. 317 322 323, (1986) THE APPELLANTS HAVE SHOWN SUFFICIENT FACTS AND DID ESTABLISH GENUINE ISSUES OF FACT WITH RESPECT TO ANY ELEMENT THAT DOES SHOW THE BURDEN OF PROOF HAS BEEN SATISFIED. THE CONTENT OF THE CLAIMS WERE MADE PLAUSIBLE TO THE COURT, BUT THE COURT DID NOT CARE. THE COURT WAS ONLY INTERESTED IN THE PAY FOR INJUSTICE. IT IS SAID THAT INJUSTICE ANYWHERE WILL LEAD TO INJUSTICE EVERYWHERE AND IT IS NOW HAPPENING IN NEVADA JUST LIKE IT HAPPENED IN IDAHO. SO MARTIN LUTHER KING'S SAYING HAS HELD TRUE.

6. argument

17. IN SUPPORT OF THE APPELLANTS CLAIMS ID (CITING IDAHO POWER CO. V. COGENERATION INC., 134 IDAHO 738 750 9p3d 1204 1216 (2000) COVENANT REQUIRES THE PARTIES TO PERFORM IN GOOD FAITH, THE OBLIGATIONS REQUIRED BY THEIR AGREEMENT AND A VIOLATION OF THE COVENANT OCCURS WHEN ONE PARTY VIOLATES, NULLIFIES, OR SIGNIFICANTLY IMPAIRS ANY BENEFIT OF THE CONTRACT, ID IDAHO AT 750 751 9p3d at 1216, 1217. SEE EXHIBIT A. NATIONSTAR MORTGAGE BECAME THE NEW MORTGAGE SERVICER AND SOLD THE HOUSE WITH A 30 MILLION DOLLAR LIEN. THE COURT LIEN CALLED A NOTICE OF PENDANCY OF ACTION, JUST LIKE THE WOODBRIDGE HOUSE AND THE WHEATSTONE HOUSE IN IDAHO FALLS

THE PLAINTIFFS DID ESTABLISH THE VIOLATIONS OF THE FD CPA, THE RICO, THE TILA, THE DECEPTIVE PRACTICES ETC. BUT NOTHING DID CURTAIL THE ABUSIVE AND ILLEGAL CONDUCT CAUSE THEY SIMPLY BOUGHT INJUSTICE AND LAUGHED ALL THE WAY TO ZIONS BANK!

7. CONCLUSION

18. THE APPELLANTS HAVE PRESENTED EVIDENSE AND THE FACTS AND THE TRUTH BUT THE CLUTURE OF CORUPTION IN IDAHO HANDS OUT INJUSTICE TO CROOKS WILLING TO PAY FOR INJUSTICE. SO THERE IS NO JUSTICE! the presenting of admissable evidense means nothing, THE BAD FAITH MISCONDUCT LAWYERS LYING TO THE JUDGES MEANS NOTHING, THEIR IS JUST INJUSTICE AND THAT WILL RESULT IN THE ENDING OF DEMOCKCRACY IN THE UNITED STATES OF AMERICA AND THEIR WILL BE ANARCKY AND ALL THAT KIND OF THING. LIKE IN THE MOVIE IDIAUCACY.

DONE AND DATED THIS 6th DAY OF MAY, 2017.

BY PLAINTIFFS PRO-SE DAVID DOUGLAS AND TERRY KERR

David Douglas Terry Kerr

CERTIFICATE OF SERVICE

COMES NOW PLAINTIFF AND APPELLANT PRO-SE DAVID DOUGLAS AND TERRY KERR WITH THEIR CERTIFICATE OF SERVICE THAT WAS SENT TO THE FOLLOWING THEAPPELLANTS BRIEF: QUINNEY AND NEBEKER P.C. AT P,O, BOX 45385, SALT LAKE CITY, UTAH 84145, akerman llp 170 SOUTH MAIN STREET, SUITE 950 SALT LAKE CITY, UTAH 84101, and PRINCE AND YEATES 15 WEST SOUTH TEMPLE, SUITE 1700, SALT LAKE CITY, UTAH 84145 ON THIS 6th DAY OF MAY, 2017.

DONE AND DATED THIS 6th DAY OF MAY, 2017

BY APPELLANTS PRO-SE DAVID DOUGLAS AND TERRY KERR

David Douglas Terry Kerr

LIST OF EXHIBITS

1. exhibit a the enforcement action on the woodbridge house in idaho falls that a crooked judge did a judicial foreclosure on for nationstar. the independant forclosure review board that the comptroller of currency for national banks hired to investigate complaints of deficient mortgage servicing and illegal forclosure processes ruled infavor of the plaintiffs!

2. exhibit a-1 is the plaintiffs house in reno where the nation star motgage became the servicer and sold the house with a valid 30 million dollar lis pendans court lien on the house just like in idaho. the pattern of the crimes is proven but the courts don't want truth or facts or evidense they just want the payoffs for injustice! IT IS NOT THE WE THE PEOPLE IN THE UNITED STATES ANYMORE IT IS WE THE CORPORATIONS AND BANKS!"

Exhibit A

Paying Agent - Rust Consulting, Inc.
P.O. Box 3036
Faribault, MN 55021-2636

Document 18-2

Filed 04/10/15 Page 3 of 3

Independent Foreclosure Review

IMPORTANT PAYMENT AGREEMENT INFORMATION ENCLOSED

January 27, 2014



Your payment is enclosed.

Reference Number: 1001217138

Property Address:

2895 WOODBRIDGE CIR

IDAHO FALLS ID 83401

Si usted habla español, tenemos representantes que pueden asistirle en su idioma.

**SINGLP
DAVID A DOUGLAS
2895 WOODBRIDGE CIR
IDAHO FALLS, ID 83401-3379

Exhibit A



Dear David A Douglas,

You were recently sent a notice that you are eligible to receive a payment as a result of an agreement between federal banking regulators and GMAC Mortgage, LLC in connection with an enforcement action related to deficient mortgage servicing and foreclosure processes.

This letter includes your check. It also explains the amount of the payment, why you are receiving a payment, how to cash the check, and other important information and disclosures.

Why you are receiving a payment

In July of 2013, GMAC Mortgage, LLC entered into an agreement with the Board of Governors of the Federal Reserve System. This agreement resolved the Independent Foreclosure Review required by the Board of Governors. Additional information about this agreement can be found at www.federalreserve.gov.

Regulators determined your payment amount based on the stage of your foreclosure process and other considerations related to your foreclosure.

How to cash the check

You must cash or deposit the check within 90 days, or the check will be void. All borrowers listed on the check must sign it to cash it.

The payment amount is final.
There is no process to appeal the payment.

Continued on reverse side



Exhibit Q-1

Notice Date: September 4, 2014

DENNIS KERR
2895 Woodbridge Cir
Idaho Falls, ID 83401-3379

Account No.: 108030529
Property Address:
580 ASWAN ST
SPARKS, NV 89436-0557

Date of Note or Contract: June 24, 2005
Original Amount of Note or Contract: \$300,000.00

NOTICE OF INTENT TO ACCELERATE

**Este es un aviso importante respecto a su derecho de ocupar su casa. Favor de traducirlo de inmediato.
(This is an important notice concerning your right to live in your home. Have it translated at once.)**

Dear DENNIS KERR:

Bank of America, N.A. services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to cure this default, in other words, the amount required to bring the loan current, as of the date of this letter is as follows:

Monthly Charges:

Month Due	Principal & Interest Amount	Escrow Amount	Optional Insurance Amount	Total Monthly Charge
09/01/2008	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
10/01/2008	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
11/01/2008	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
12/01/2008	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
01/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
02/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
03/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
04/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
05/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
06/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
07/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
08/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
09/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
10/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
11/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
12/01/2009	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
01/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
02/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
03/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
04/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
05/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
06/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
07/01/2010	\$1,437.50	\$1,466.35	\$0.00	\$2,903.85
08/01/2010	\$1,481.83	\$1,466.35	\$0.00	\$2,948.18
09/01/2010	\$1,481.83	\$1,466.35	\$0.00	\$2,948.18



