

1-21-2015

# Countrywide Home Loans, Inc. v. Sheets Appellant's Reply Brief Dckt. 42063

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**IN THE SUPREME COURT OF THE STATE OF IDAHO**

COUNTRYWIDE HOME LOANS, INC., )  
Plaintiff / Respondent )  
 )  
vs. )  
 )  
RALPH E. SHEETS, JR. and DEBRA SHEETS; )  
And DOES 1-10, )  
Defendants / Appellants )  
\_\_\_\_\_ )

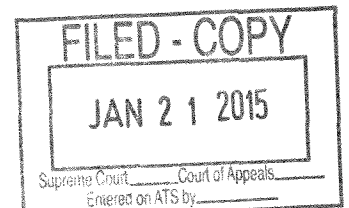
**SUPREME COURT #42063-2014**

**DEFENDANTS' / APPELLANTS' REPLY BRIEF**

Appeal from the District Court of the Third Judicial District  
of the State of Idaho, in and for Adams County, Idaho

Adams County District Court Docket No. CV-2010-2564

**HONORABLE BRADLY S. FORD  
DISTRICT JUDGE**



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**Appellant incorporates by reference all legal authority previously referenced in Appellant’s Opening Brief and within the Clerk’s Record.**

## INTRODUCTION

The parties agree that this case arose from an action by Countrywide Home Loans, Inc. n/k/a Bank of America, N.A. (hereinafter referred to as "BofA") seeking equitable rescission of a Deed of Reconveyance ("Full Reconveyance") executed and recorded by ReconTrust Company, N.A. (a wholly owned subsidiary of BofA), which released a Deed of Trust that secured residential real property owned and occupied by Appellants, Sheets. However, the Statement of the Case contained in BofA's Response Brief omits the undisputed fact that the reconveyance BofA seeks to rescind was the result of a **unilateral mistake** caused solely by the **gross incompetence and dishonesty of BofA employees**, with no allegation or evidence that such mistake was in any way caused by the actions of Sheets.

BofA's Response Brief also attempts to portray Mr. and Mrs. Sheets as opportunists, who have made up allegations regarding the failed 2009 Loan transaction in an effort to avoid paying the existing 2004 Loan obligation. Contrary to that portrayal, all Mr. and Mrs. Sheets have ever sought in this matter was the refinancing loan that they qualified for, and for the bank to acknowledge its mistakes and bear some appropriate responsibility for the misdeeds of its employees. Sheets performed all of their obligations required for the 2009 Refinancing. Further, during the pendency of this case Sheets has:

- a. Paid off a junior deed of trust on the subject property;
- b. Kept all insurance and property tax payments current (despite claims to the contrary by BofA); and

c. Made deposits currently in excess of \$11,000.00 into the escrow account of current counsel, for the purpose of providing funds to facilitate either restructuring of the 2004 Loan or takeout financing with a third party lender. It should be noted that BoA cites no authority that required Sheets to continue to making payments during the pendency of the BofA's suit to reinstate the 2004 Deed of Trust and note, nor did BofA ever make formal motion to the district court to require such payments.

Rather, as the case record reflects, despite the passage of over five (5) years since the date of the mistaken reconveyance, BofA has consistently been unable or unwilling to disclose the basic background facts surrounding its mistake, or to make any good faith effort to address its systemic failures in processing and failing to close the 2009 Refinancing application. Throughout this dispute, the position of BofA has been that the actions and misconduct of its employees, even if irrefutably dishonest, are irrelevant to the question of whether they are entitled to equitable relief for a mistake in which Sheets played no part and had no responsibility, but they cite no case law supporting that position. In reality, BofA solely created this situation, and has since doggedly refused to take the simple steps that would have resolved this dispute years ago.

The gist of the pending appeal is whether the district court abused its discretion and committed reversible error by granting summary judgment in favor of BofA, despite the existence of numerous material issues of fact and law reflected in the Clerk's Record. Unfortunately, it did. As was argued by Sheets in their Opening Brief, and as reflected by the Clerk's Record, the decision of the district court did not meet the standard set forth in I.R.C.P.

Rule 56, and deprived Sheets of their due process right to a trial on the merits. Further, under the de novo appellate review standard which is applicable to the pending appeal, a review of the entire Clerk's Record clearly establishes the existence of material issues of fact and law which require that the decision of the district court be reversed, and the case remanded for trial.

**For the purpose of avoiding redundancy, Sheets hereby incorporates by reference the full Clerk's Record, all applicable transcripts, and their entire Opening Brief, as if fully set forth herein.**

## ARGUMENT

### Response to Respondent's Statement of Facts

Appellants respond to certain of the purported Statement of Facts contained within BofA's Response Brief as follows and corresponding to the numbered paragraphs on pages 9 thru 17 of BofA's Response Brief.

5. Agreed, but noted that monthly payments under the 2004 Loan did not include any escrow for real estate taxes or insurance, which have been paid separately by Sheets during the course of the loan and the course of this case. During the course of this case, BofA has repeatedly force-placed hazard insurance on the property, even though Sheets has maintained such insurance in force at all times.

6. Sheets was fully current on payments and was not in default in any manner under the 2004 Loan documents at the time of BofA's unilateral mistake.

7. BofA has cited no authority which would allow them to treat a contract canceled

through their own incompetence and dishonesty as fully enforceable, while simultaneously attempting to rescind the cancellation.

10. Sheets has not made payments during the course of this case because the BofA representative (Mona Lavario) expressly advised prior counsel for Sheets not to make payments while the bank straightened out the 2009 Refinancing situation. Further Sheets has escrowed payments with counsel of over \$11,000, even though no motion for such action was ever made by BofA.

11. Sheets attempted to make loan payments in November 2009, December 2009 and January 2010, but said payments were rejected by the bank because both the 2004 Loan and the uncompleted 2009 Refinancing were shown as open accounts.

12. See response to Item 10 above.

13. See response to Item 10 above and subparagraphs a., b., and c. of the above Introduction.

14. Application for the 2009 Refinancing was made on April 28, 2009.

17. Closing on the 2009 Refinancing was originally estimated to occur in June 2009. R. Vol. 2., p. 257.

18. Mobile closing agent would not let Mr. Sheets either see or execute the 2009 Refinancing documents. R. Vol. 2., p. 247-248.

19. BofA cannot even identify who their closing agent was. BofA selected the agent, not Sheets. It is the bank's responsibility to know who they hired.



20. Mr. Sheets was working away from home on October 27, 2009, and did not see and document package from BofA until his return several days later, and after he had met with BofA mobile closer. R. Vol. 2., p. 248.

22. The 2009 Refinancing documents contained a number of terms inconsistent with representations made by the loan officer, Paul Campbell, including a requirement for escrow of taxes and insurance, and a clearly erroneous charge of \$8,000.00 for title insurance, which was not included on any previous truth in lending statement.

24. The loan officer, Paul Campbell made numerous representations to Sheets during the course of the 2009 Refinancing process, but the bank has refused to produce any internal records from Mr. Campbell during that period (May to October 2009), with records would either confirm or refute Sheets' allegations regarding those representations.

25. Mr. Sheets was never given the opportunity to sign the 2009 Refinancing documents, but in any event the documents contained numerous errors. See response to Item 22 above. Further, in his deposition R. Vol. 4., p. 647-648, Mr. Sheets expressly stated that if the documents had been otherwise correct, he would have signed for the loan amount of \$87,500.00. In addition, internal records produced by the bank (after Mr. Sheets' deposition) confirm that as of October 23, 2009, the parties had agreed to loan terms and scheduled closing for October 27, 2009. R. Vol. 2., p. 249.

26. Mr. Sheets received numerous oral representations from loan officer Paul Campbell, which were allegedly recorded, but for which BofA has been unable to produce recordings and other records which would evidence those discussions.

27. Mr. Sheets testified during deposition that he would have signed the 2009 Refinancing documents in the amount of \$87,500.00, had the documentation been otherwise correct. R. Vol. 4., p. 647-648.

30. BofA did not fully unfund the 2009 Refinancing on November 24, 2009, and did not return the 2004 Loan to normal servicing at that time. See response to Item 11 above.

31. Correspondence was sent directly by BofA counsel to Sheets, even though the bank was aware that Sheets was represented by legal counsel, and was supposedly actively working to resolve problem with failed 2009 Refinancing.

32. This statement is false to the extent that it alleges that Sheets has not attempted in good faith to resolve this dispute. Sheets has even made settlement proposals in pleadings with the district court. R. Vol. 3., p. 485

33. This statement is false to the extent that it claims that all errors were corrected.

34. This statement is false.

35 and 36. The subject credit report is not accurate because it reflects alleged delinquencies during the period that BofA representative Mona Lavario has advised Sheets to not make payments while the bank attempted to correct and complete the 2009 Refinancing.

39. This statement is irrelevant in that it does not show what the credit scores would be if the erroneous BofA entries had not been made. Sheets' credit scores are what they are because they pay their bills.

40. See response to Item 39 above.

50. This statement is false. Sheets has presented clear and unrefuted evidence of dishonest conduct by BofA employees that led directly to the unilateral mistake that BofA sought to rescind.

**Undisputed or Unrefuted Material Facts and Allegations**

As set forth in the Clerk's Record and previously addressed in Sheets' Opening Brief, **the following material facts and allegations are either undisputed or unrefuted:**

1. In late 2008, Countrywide solicited Sheets to apply for refinancing of their then existing 2004 home loan. R. Vol. p. 254. As noted in the solicitation, the final amount of the loan was subject to a subsequent appraisal, which appraisal showed a value significantly higher (\$135,000.00), than the estimate used in the solicitation.

2. In April-May 2009, Sheets submitted their application for refinancing of 2004 Loan with BoA. There is no evidence in the Clerk's Record that Sheets did not fully comply with the loan application process.

3. Sheets alleged in both pleadings and a sworn affidavit that during the processing to the 2009 Loan application, the loan officer for BoA (Paul Campbell) made numerous representations to Sheets regarding the status and terms of said loan, and further advised Sheets that all telephone calls were being recorded and preserved. However, during discovery, BoA refused or was unable to produce any documentation or verbal recordings from said period contradicting Sheets' version of events. R. Vol. 2., p. 353-354. Further, BofA failed to submit any affidavit from Paul Campbell refuting the allegations of Sheets, despite the fact that he was still an employee of the bank. R. Vol. 2., p. 353.

4. October 23, 2009. Electronic entry produced by BoA shows loan closing was scheduled for 10/27/2009. R. Vol. 2, p. 259.

5. Sheets alleges in both pleadings and sworn affidavit that on October 27, 2009 and per the telephonic instructions of an employee or agent of BofA, Ralph Sheets met with a mobile loan closer, who refuses to allow him to either see or sign 2009 Refinancing documents. R. Vol. 2, p. 247-248. Sheets, who is a professional truck driver returned home two days later and found copies of purported 2009 Refinancing documents, which had been sent directly to him by BofA office in Utah. R. Vol. 2, p. 248, 262-263. To date, BofA has been unable to identify either the employee/agent who instructed Sheets to attend the mobile closing, nor the purported mobile closing agent. R. Vol. 2., p. 357-358. Further, the bank has been unable to explain why loan closing documents which required oversight and notarization by a closing agent would be sent directly to the borrower. R. Vol. 2., p. 357.

6. In November 2009, BofA employees execute false and fraudulent documentation certifying that the 2009 Loan documents had been fully executed and authorizing funding of the 2009 Loan. R. Vol. 2, p. 375-381. To date, BofA has made no attempt to explain the obvious falsity of the those documents, or address the **direct causal nexus** between those documents and the recording of the reconveyance document that the bank sued to rescind.

7. On November 9, 2009, and almost immediately after the the execution of the documents referenced in Item 6 above, BofA, acting through its agent, MERS, records a Substitution of Trustee, replacing Timberline Title and Escrow, Inc. with ReconTrust, a wholly owned subsidiary of BofA. To date, BofA has been unable to produce any documentation as to

why it was necessary to replace an existing and independent trustee with an employee of a bank owned subsidiary. R. Vol 2, p. 274.

8. On November 9, 2009, ReconTrust records a Full Reconveyance of the 2004 Deed of Trust, and falsely represents within said instrument that the underlying debt had been paid in full and that the promissory note reflecting said debt had been surrendered for cancellation. R. Vol. 1, p. 33. Both of the statements were false when made. To date, BofA has been unable to produce any other documentation surrounding this event.

9. Sheets has set forth in both pleadings and sworn affidavit his repeated telephone calls to the BofA loan officer attempting to determine the status of the 2009 Refinancing transaction following the failed closing. R. Vol. 2, p. 248.

10. Sheets has outlined in both pleadings and sworn affidavit his attempts to make monthly payments on 2004 Loan after the failed 2009 Refinancing, but that such payments were rejected. To date, BofA has produced no documents refuting Sheets' version of events.

11. In November 2009, Sheets hired legal counsel (Jonathan Hallin) who attempted to resolve the dispute surrounding the 2009 Refinancing. Despite the appointment of a specific BoA employee (Mona Lavario) to resolve matter, no resolution was reached. The BofA employee advised counsel for Sheets by telephone on two separate occasions (3/3/10 and 3/8/10) not to make further payments on the 2004 Loan until the matter is cleared up. R. Vol. 2, p. 391. Prior counsel for Sheets submitted a sworn affidavit as to these events in opposition to the bank's summary judgment motion. BofA submitted no affidavits or evidence challenging prior counsel's version of events.

12. In January 2010, BofA sent a Notice of Intent to Accelerate the 2004 Loan, which threatened foreclosure of the Deed of Trust released of record by Full Reconveyance. R. Vol. 2, p. 288. At this time, a representative appointed by the Office of the President of BofA was supposed to be working with prior counsel for Sheets to resolve the failed 2009 Refinancing.

13. In early 2010, BoA makes erroneous reports to credit agencies regarding status of the 2004 Loan, alleging that payments under 2004 Loan are delinquent, even though bank rejected previous attempts by Sheets to make payments; and even though the bank representative was supposedly working to resolve 2009 Refinancing issues and had advised prior counsel for Sheets not to make payments while problem was being worked out.

14. On March 29, 2010, counsel for BofA writes directly to Sheets demanding that Sheets execute a Stipulation for rescission of Full Reconveyance. R. Vol. 2, p. 305-308. Nothing in the letter to Sheets indicates that bank counsel has any knowledge concerning the events which led to the recording of the Full Reconveyance, or the fact that Sheets was represented by counsel. Letter gives Sheets ten (10) days to respond.

15. On March 30, 2010, one day after sending the letter and Stipulation referenced in Item 14 above, BofA files suit against Sheets seeking rescission of the Full Reconveyance based on mistake. R. Vol. 1, p. 9-34.

16. On May 25, 2010, and despite the fact that suit has been filed for rescission of the Full Reconveyance, BoA sends notice to Sheets of intent to commence foreclosure on 2004 Loan. R. Vol. 2, p. 290-291.

17. During pendency of suit, BoA erroneously and repeatedly force-placed hazard insurance on subject property, even though 2004 Loan documents did not include an escrow for taxes and insurance, and even though Sheets has kept insurance in place and real estate taxes paid throughout pendency of suit. R. Vol. 2, p. 292-297.

### **The 2004 Note and Deed of Trust**

BofA's Response Brief and the district court's summary judgment decision both rely almost exclusively on language contained within the 2004 Deed of Trust which purports to only require the bank to record a reconveyance of the deed of trust and satisfaction of the promissory note upon full payment of the underlying debt. While that language is clear when read in the context of a request or demand by the borrower to issue a reconveyance or satisfaction, it has no relevance to the situation presented in this case, because Sheets never made such a request or demand. The 2004 Loan documents contain no provisions contemplating a situation where a lender unilaterally and through no fault of the borrower cancels its loan documents based upon a total lack of internal controls and its own grossly negligent reliance upon documentation falsified by its own employees. Neither has BofA or the district court cited any relevant case law that overrules the prevailing Idaho case law regarding treatment of and relief for unilateral mistakes not accompanied by misconduct by the other party.

BofA argues that the language contained within the 2004 Deed of Trust should be read in isolation from the underlying events that led to the recording of the Full Reconveyance, but such an argument is disingenuous. As argued at length in both the summary judgment pleadings and hearings, as well as in Sheet's Opening Brief, the unilateral mistake made by BofA resulted

directly from the bank's misconduct during the 2009 Refinancing process. But for that gross negligence and dishonesty, neither the mistake nor the subsequent lawsuit would have ever happened, and for that reason a full and clear disclosure and examination of the underlying actions and documentation that led to the mistake was both material and indispensable to the trial court making a fair and informed decision. Regardless of its terms, the 2004 Deed of Trust, read in isolation from the underlying events, does not provide sufficient grounds for the trial court to grant summary judgment.

As the trial court stated in its Findings of Fact, Conclusions of Law and Order on Plaintiff's Motions for Summary Judgment: **"This appears to be an usual situation that has not been previously considered by appellate courts, as neither party has cited this court to any controlling or persuasive authority on the issue"** R. Vol. 3., p. 419 (emphasis added). While there appears to be no explicit prohibition to using summary judgment in a case of first impression, the fact that summary judgment by its nature deprives both the trial court and the parties the opportunity to fully address the underlying facts of the case and access the credibility of witnesses, that should in and of itself present a reason for the trial court to exercise caution when the underlying facts have not been fully disclosed.

**Appellants Raised Sufficient Material Issues of Both  
Fact and Law to Defeat Summary Judgment**

Counsel for both parties have cited relevant case law regarding the prevailing standard for entry or denial of summary judgment, and the decision for the Court is not over what the proper standard is, but rather whether the opposing parties met their respective burdens. As



argued in detail both during the summary judgment proceedings and the hearings and briefing that followed, summary judgment or adjudication is appropriate only when the movant and record shows that:

"there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(a); *Matsushita Elec. Indus. v. Zenith Radio Corp.*, 475 U.S. 574, 587, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986); *T.W. Elec. Serv., Inc. v. Pacific Elec. Contractors Assn.*, 809 F.2d 626, 630 (9th Cir.1987).

"Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions, not those of a judge, whether he is ruling on a motion for summary judgment or for a directed verdict." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).

The evidence of the party opposing summary judgment is to be believed and all reasonable inferences from the facts must be drawn in favor of the opposing party. *Anderson*, 477 U.S. at 255; *Matsushita*, 475 U.S. at 587. The Court must determine:

"whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." *Anderson*, 477 U.S. at 251-252.

An issue of fact is genuine " 'if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.' " *Villiarimo v. Aloha Island Air, Inc.*, 281 F.3d 1054, 1061 (9th Cir.2002) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986)). The court must draw all reasonable inferences in favor of the nonmoving party. *Id.* "Summary judgment cannot be granted where contrary inferences may be drawn from the evidence as to material issues." *Easter v. Am. W. Fin.* 381 F.3d 948 (9th Cir.2004) citing *Sherman Oaks Med. Arts Ctr., Ltd. v. Carpenters Local Union No.1936*, 680 F.2d 594, 598 (9th Cir.1982).

A summary judgment proceeding is not a substitute for trial of factual issues which are genuine and material. *Tri State National Bank v. Western Gateway Storage Co.* 447 P.2nd 409, 92 Idaho 543.

If reasonable people could reach different conclusions based on the evidence, a motion for summary judgment must be denied. *Harpole v. State*, 958 P.2nd 594, 131 Idaho 437

The burden of demonstrating the absence of a genuine issue of material fact is on the party moving for summary judgment. *Wattenbarger v. A.G. Edwards & Sons, Inc.*, 246 P.2nd 961, 150 Idaho 308.

Rule 56(e) provides that summary judgment shall be entered only "if appropriate." This requirement is of particular importance in the present case, because BofA's Complaint sought purely equitable relief, and was not supported by a specific statute or any case law on point. R. Vol. 3., p. 419.

In seeking equitable relief, BofA made its claim for relief subject to equitable defenses, a number of which were raised by Sheets. Contrary to the contention of bank counsel, in order for BofA to prevail on a motion for summary judgment, it did in fact have the sole burden of initially establishing that there were no material facts or issues pertaining to the counterclaims or equitable defenses pleaded and raised by Sheets. BofA also had the burden to refute any evidence presented by the non-moving party that the bank had engaged in conduct that would preclude the equitable relief it sought. The allegations of Sheets as to misconduct of BofA employees were made early on in the case, and the bank was on notice of those allegations well before the bank filed for summary judgment. Further, since virtually all of the documentation

relevant to the originated with the bank, it was on actual notice of their contents. Finally, both Sheets and their prior counsel were willing to support their respective allegations with sworn affidavits. This stands in stark contrast to the bank, which claimed to not have in its possession wide swaths of documentation relating to the 2009 Refinancing, nor was it able to present any opposing affidavits from any employees directly involved in the events leading to the erroneous reconveyance. It is particularly relevant that BofA made no attempt to address or explain obviously false Disbursement Authorization Checklist and Loan Quality Checklist (a/k/a the “Beltron” and “Wigner” documents), or the obviously false statements made by Jewel Elsemere in the Full Reconveyance by either documentation or affidavit.

Given the obvious falsity of the Beltron and Wigand documents and the Full Reconveyance, and the bank's failure to address them as part of the summary judgment proceedings, each of the documents completely undermines any argument of the bank that the mistake which formed the basis of its suit was the result of mere inadvertence, or was in any way a mutual mistake by both parties. Rather, those documents created a material issue because there was a direct causal relationship between the execution of those documents and the unilateral mistake that the bank sued to rescind.

Finally, for the trial court to simultaneously acknowledge that the bank was solely at fault for the mistake R. Vol. 3., p. 424-25, but at the same time take the position that the obviously falsified documents did not constitute “dishonest” behavior sufficient to create a material issue as to the applicability of the unclean hands defense for summary judgment purposes is inexplicable, and contrary to the controlling Idaho case law regarding unclean hands

and estoppel. Contrary to the statement of BofA counsel in its Response Brief, the non-moving party in a summary judgment proceeding is not required to “prove its case” in order to move forward to trial. It is only required to establish the existence of a material issue of fact or law, which it did. The determination as to whether that issue ultimately affects the outcome of the case is the purpose of the trial.

With regard to the defenses of unclean hands and estoppel, and as set forth in both Defendants’ Responsive Brief in Opposition to Motions for Summary Judgment, together with affidavits in support thereof, R. Vol 2. P. 231-383, as well as the arguments made by counsel for Sheets at both the March 1, 2013 Summary Judgment Hearing, T. p. 1-77, and the September 6, 2013 Hearing on Defendants’ Objection to Plan Moving Forward and Judgment, T. p. 1-51, the Sheets met their obligation of establishing a material issue of both fact and law, and the subsequent failure of BofA to adequately rebut those defenses in their motions and supporting affidavits precluded the entry of summary judgment by the district court.

#### **There Was No Waiver by Appellants**

On Page 25 of its Response Brief, counsel for BofA argues that Sheets waived any challenge to the bank’s lack of discovery responses by failing to file a motion to compel. That assertion is incorrect, and is expressly contradicted by the case record. As reflected on the Idaho Supreme Court Case Repository Case History (copy attached hereto as Exhibit “A”), on May 19, 2011, Sheets filed a Motion to Compel/Protective Order, based on BofA’s failure to produce records related to the 2009 Refinancing. In its Order on Motion to Dismiss Counterclaims and Motion to Compel/Protective Order entered on August 2, 2011, the district court ruled that since

counsel for BofA had claimed that the bank had no further documentation in its possession, that the motion would be denied. R. Vol. 1, p. 61-64. However, such ruling in no way created a waiver of Sheets' right to argue that the wholesale failure of BofA to produce documentation relevant to the 2009 Refinancing was evidence of conduct detrimental to BofA's burden to establish the absence of material issue of fact and law, or to establish its unilateral mistake as eligible for equitable relief.

The bank's dubious claim that it was unable to locate and produce vast amounts of documents and records pertaining to the 2009 Refinancing created significant hurdles to Appellants establishing any of its defenses and counterclaims. Since virtually all of the documentation which would explain the events leading to the bank's unilateral mistake were generated by bank employees or agents, the failure to produce unprivileged business records during discovery made it almost impossible for Sheets to flesh out and present detailed defenses and counterclaims. There was literally no place else to obtain potential evidence. Accordingly, to the extent that this Court finds that the case should be remanded for trial, the decision should allow for the restatement of all defenses and claims to the extent that subsequent pre-trial discovery uncovers additional relevant bank documents supporting those claims.

**The District Court Erred in Denying Appellants' Motion to Strike BofA's Affidavits**

The motions to strike the affidavits of BofA employees Shiranthika Haworth and Ronald Odeyemi were erroneously denied by the trial court. To the extent that the events surrounding the 2009 Refinancing and leading up to the recording of the Full Reconveyance were legally relevant to the equitable relief of rescission sought by BofA, then the Haworth and Odeyemi

affidavits were legally insufficient to establish the absence of material issues of fact and law necessary to support entry of summary judgment. Neither of the affidavits set forth the basis of any personal knowledge held by either affiant as to the events surrounding the 2009 Refinancing or the Full Reconveyance, if any existed. They were simply recitations of amounts claimed to be due under the 2004 Deed of Trust and Note, which could be ascertained by any BofA employee by simply looking at an account screen. As previously argued at the time the motions were heard, the fact that these affiants appear to have had no other involvement whatsoever in the case either before or after the submission of the affidavits casts serious doubt on their credibility. Further, to the extent that the employees who were actually involved in the 2009 Refinancing and Full Reconveyance were still employed by the bank at the time of the summary judgment proceedings, the failure to submit affidavits from those persons should be seen as an admission that those persons were not in a position to refute the allegations that Sheets and prior counsel made under oath.

The claim of BofA counsel that the Odeyemi affidavit is not part of the Clerk's Record and should not be considered by the Court is not well founded. It is undisputed that the Odeyemi affidavit was filed with the trial court as part of BofA's summary judgment pleadings. If it was not included in the Clerk's Record, then it was due to a clerical error by the Clerk, and the record should be augmented by inclusion of said document, as permitted by I.A.R 30, and either by stipulation of the parties or by motion.

**The Court's Use of Declaratory Judgment to Provide Equitable Relief  
was an Abuse of Discretion**

A reading BofA's original Complaint, R. Vol. 1, p. 9-33 shows that the sole relief sought was the equitable remedy of rescission based upon a unilateral mistake. As acknowledged on Page 28 of the Response Brief of BofA, there is no specific count included in the complaint requesting a declaratory judgment, Further, while the text of I.C. 10-1025 grants a Court relatively broad declaratory judgment powers, there is nothing contained in either the statute or the case law cited by BofA which allows the exercise of declaratory judgment in a manner which alters the underlying burden of proof as to the actual relief being requested by a Plaintiff, in this case rescission based on unilateral mistake. However, the District Court, in its effort to avoid a result that it deemed too harsh for the Plaintiff, abused its discretion by granting to BofA the remedy of rescission for unilateral mistake without requiring it to meet its burden of proof for such equitable relief.

It is important to note that the District Court declined to use its declaratory judgment authority when issuing its Order on Motion to Dismiss Counterclaims and Motion to Compel/Protective Order dated 8/21/2011, R. Vol. 1, p. 51-65, and its Memorandum Decision and Order on Plaintiff's July 18, 2011 Motion for Judgment on the Pleadings dated 11/30/2011, R. Vol. 1, p. 97-103. In fact, in the 11/30/2011 decision, the District Court expressly notes that:

1. Rescission "is Countrywide's sole cause of action". R. Vol 1. p. 99.
2. "It is troubling to this court that the Plaintiff asks the court to rescind an alleged instrument recording error and reinstate the released deed of trust, but is unable to cite to the court, the court's authority to enter such an order which is the very basis of its' lawsuit." R. Vol. 1, p. 100.

3. “A judgment on the pleadings is reviewed with the same standard as a motion for summary judgment, and may be granted when the pleadings provide no genuine issue of material fact.”

At the time of the summary judgment hearing in March 2013, there still remained a significant number of disputed facts and unanswered questions regarding the events leading to BofA’s unilateral mistake. In addition, by that time the falsely executed Beltron and Wigner documents and the falsely executed Full Reconveyance were properly before the court, along with the sworn affidavits of Ralph Sheets and prior counsel Jonathan Hallin, thereby presenting additional material issues of fact and law. At that stage, the pleadings, motions, discovery, briefs and affidavits before the court substantially supported Sheets’ affirmative defenses of unclean hands and estoppel, as well as their counterclaim for breach of contract, to the extent necessary to defeat the bank’s summary judgment motions. Despite the clear existence of material issues of fact and law, the District Court went beyond its discretion and granted summary judgment.

Even at the time of entering judgment, the District Court made a number of comments within its Findings of Fact, Conclusions of Law and Order on Plaintiff’s Motions for Summary Judgment which undercut the logic of its ruling. These comments include:

1. The court made general reference to unspecified statements in the Haworth and Odeyemi affidavits which were potentially irrelevant, inadmissible hearsay, and/or unsupported by the record, but never specified what those statements were. R. Vol. 3., p. 417.

2. The court correctly set forth the prevailing standard for summary judgment, but the ultimate ruling infers that Sheets did not present more than a “mere scintilla of evidence”,



despite the fact that Sheets' response to the summary judgment motion comprised more than 180 pages. R. Vol. 2. and 3., p. 231-413.

3. The court acknowledged that the case before it was "an unusual situation" that had "not been previously considered by appellate courts". R. Vol. 3., p. 419 However, rather than simply setting the matter for trial, wherein the full facts and circumstances would be revealed, the court instead leaped forward to utilizing declaratory judgment to cut off Sheets' right to a trial on the issues.

4. The court also erroneously stated that it did not need to "delve into the specific conduct of the parties", even though clearly dishonest conduct of bank employees which led directly to the mistake that the bank now wanted to rescind. In making this decision, the court ignored obvious evidence of dishonest conduct. R. Vol. 3., p. 423-424

5. Finally, while again recognizing that the "true relief sought by BofA was rescission of the Deed of Reconveyance and the true purpose of the doctrine of rescission is to place the parties back in the position they were in before the conduct occurred that requires rescission", the court then granted summary judgment with "qualifications and requirements", which unfortunately turned out to be unenforceable window dressing. R. Vol. 3., p. 424-426

While the court's attempt to structure a customized decision was undoubtedly made in good faith, it exceeded the court's discretion under 10-1025, and ignored patently material issues of fact and law which Sheets established and which under prevailing law should have precluded summary judgment. The result was to deprive Sheets of their right to a trial.

### Scope of Appellate Review

Appellee's Response Brief does not address that this is an appeal from a summary judgment ruling, not a trial, and thus is subject to a much broader standard of review by this Court. Both Idaho and federal cases have consistently held that appellate review of a summary judgment decision involves a de novo review rather than a review that enjoys any presumption of correctness as to the court decision being reviewed. *Reynolds v. Trout Jones Gledhill Fuhrman, P.A.*, 293 P. 3d 645 (Idaho 2013). The reason for this broader standard of review on appeal is the fact that summary judgment cuts off a party's right to present its case to the jury and is intended to be the exception rather than the rule. The reviewing court is expected to consider the entire record when determining whether the entry of summary judgment was correct.

### Attorney Fees

BofA's prayer for an award of attorney fees is untimely and unfounded for the following reasons:

1. In both the district court's Findings of Fact, Conclusions of Law and Order on Plaintiff's Motions for Summary Judgment (hereinafter the "Summary Judgment") dated April 26, 2013 and Order on Proposed Judgment and Plan of Implementation issued on December 5, 2013, the court ruled that: **"any request for costs and attorney fees shall be submitted pursuant to applicable Idaho rule, statute or precedent"**. R. Vol. 3., p. 440 and p.514. (emphasis added).

2. The District Court further stated in the Summary Judgment that: **"it is necessary to remind BofA that this action was based on its own conduct and mistakes and that the**

**issuance of the Deed of Reconveyance was done through absolutely no fault of the Sheets and that any action by BofA at this time to lay such blame at the feet of the Sheets or any actions to treat the current (2004) loan in a a negative manner will be met with strong disapproval of this court".** R. Vol. 3., p. 425-426 (emphasis added)

3. Using the District Court's Amended Judgment dated May 14, 2014 as the starting date for calculation of the allowable time period for submission of claims for costs and attorney fees, then pursuant to I.R.C.P. 54(d)(5) BofA had a period of fourteen (14) days in which to submit a memorandum of costs or claim for attorney fees. No claim was filed during said period. Rule 54(d)(5) further expressly states that: **"Failure to file such memorandum of costs within the period prescribed by this rule shall be a waiver of the right of costs."** Thus pursuant to the plain language of said rule, BofA has waived any claim for costs or attorney fees relating to the District Court proceedings.

4. BofA makes a further claim for an award of attorney fees if it is deemed the prevailing party in the current appeal. Given that BofA cites to no contract between the parties that expressly provides for the award of attorney fees incurred on appeal, the only grounds upon which attorney fees can be awarded by this Court is pursuant to I.C. 12-123, which allows for the award of attorney fees as a sanction for "frivolous conduct in a civil trial". The statute further narrowly defines frivolous conduct as requiring either:

a. the intention to merely harass or maliciously injure another party to a civil action; or

b. conduct that is not supported in fact or warranted under existing law and cannot be supported by a good faith argument for an extension, modification, or reversal of existing law.

Neither of the required elements for application of I.C. 12-123 exist with regard to the conduct of Sheets or their counsel in either the underlying district court proceedings or the pending appeal. Further, after failing to submit a claim for attorney fees to the district court within the statutory time period, Appellant should not now be allowed to reach back to those proceedings to support its claim for attorney fees on appeal. Finally, in light of the fact that the district court noted in almost all of its written rulings the fact that the underlying case arose solely as a result of the conduct of BofA, and not the Sheets, regardless of the outcome of the pending appeal, neither Sheets' defense in the district court action, nor the pursuit of this appeal can be realistically viewed as frivolous.

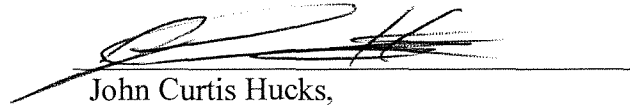
### **Conclusion**

As shown by the Clerk's Record and the arguments contained within Sheets' Opening Brief and this Reply Brief, the pleadings, case authority, evidence and affidavits presented by Sheets in opposition to summary judgment in this case far exceeded the threshold required to be met by a non-moving party in order to defeat a summary judgment motion.

Further, under the de novo standard of review, no deference or presumption of correctness is to be afforded the decision of the district court. Given the voluminous case record, together with the district court's own acknowledgement that the erroneous recording of the Full Reconveyance and the lawsuit that followed was precipitated solely by the unilateral mistake of

BofA, combined with the fact that the BofA refused during the course of litigation to either disclose the full background facts, or to work with Sheets to provide them the loan refinancing for which they qualified, the Court should have denied summary judgment and required a trial, whereby all parties would have had a full opportunity to present and defend their respective claims. Forcing BofA to bring the employees directly responsible for the failed 2009 Refinancing and the debacle that followed out of the shadows and before the court would in all likelihood have resulted in a fair and equitable settlement of this case before such trial occurred. Accordingly, Sheets respectfully requests that this Court reverse the decision of the district court and remand this matter for the setting of trial.

DATED this 20th day of January 2015.

  
John Curtis Hucks,  
Attorney for Defendants / Appellants

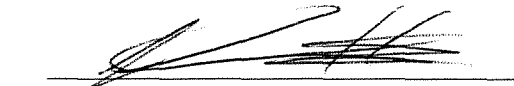
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20~~th~~ day of January 2015, I caused two true and correct copies of the foregoing document to be served by U.S Mail, postage prepaid to the following:

DERRICK J. O'NEILL  
Routh, Crabtree, Olsen, P.S.  
300 Main Street, Suite 150  
Boise, ID 83702

ERIC P. ACCOMAZZO  
LISA B. LYLE  
Bloom Murr Accomazzo & Siler, PC  
410 17<sup>th</sup> Street, Suite 2400  
Denver, CO 80202

ATTORNEYS FOR RESPONDENT

  
\_\_\_\_\_  
John Curtis Hucks



Defendants: **Sheets, Debra Sheets, Ralph E Jr**Plaintiffs: **Countrywide Home Loans Inc**

Disposition: Date	Judgment Type	Disposition Date	Disposition Type	Parties	In Favor Of
				Sheets, Ralph E Jr (Defendant), Sheets, Debra (Defendant), Countrywide Home Loans Inc (Plaintiff)	Plaintiff
03/06/2014	Property				
Comment:	Amended Judgment 5/1/2014 Second Amended Judgment 5/14/2014				

Register Date  
of  
actions:

03/30/2010 New Case Filed - Other Claims

03/30/2010 Plaintiff: Countrywide Home Loans Inc Appearance Derrick J O'Neill  
Filing: A - All initial civil case filings of any type not listed in categories B-H, or the other A listings below Paid by: O'Neill, Derrick J (attorney for Countrywide Home Loans Inc) Receipt number: 0012377 Dated: 03/30/2010 Amount: \$88.00 (Cashiers Check) For: Countrywide Home Loans Inc (plaintiff)

03/30/2010 Complaint Filed

03/30/2010 Summons: Document Service Issued: on 03/30/2010 to Ralph E Sheets Jr; returned to attorney for service

03/30/2010 Summons: Document Service Issued: on 03/30/2010 to Debra Sheets; returned to attorney for service

06/01/2010 Summons: Document Returned Served on 05/27/2010 to Ralph E Sheets Jr; ACCEPTANCE OF SERVICE (John Hucks)

06/01/2010 Summons: Document Returned Served on 05/27/2010 to Debra Sheets; ACCEPTANCE OF SERVICE (John Hucks)

06/01/2010 Notice Of Appearance

06/01/2010 Defendant: Sheets, Ralph E Jr Appearance John Curtis Hucks

06/01/2010 Defendant: Sheets, Debra Appearance John Curtis Hucks  
Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Hucks, John Curtis (attorney for Sheets, Ralph E Jr) Receipt number: 0012934 Dated: 06/01/2010 Amount: \$58.00 (Cashiers Check) For: Sheets, Debra (defendant) and Sheets, Ralph E Jr (defendant)

06/21/2010 Answer to Complaint and Demand for Jury Trial Pursuant to I.R.C.P.38

06/21/2010 Defendants' First Set of Interrogatories and Request For Production Of Documents to Plaintiff

07/15/2010 Order to File Stipulated Trial Dates

07/28/2010 Notice Of Service

08/02/2010 Defendants' Response to Order to File Stipulated Trial Dates

09/14/2010 Order Setting Pretrial Conference, Status Conference, and Jury Trial



09/14/2010 Hearing Scheduled (Civil Pretrial Conference 02/04/2011 11:00 AM) & Status Conference

09/14/2010 Hearing Scheduled (Jury Trial 05/03/2011 09:00 AM) #1 set

09/30/2010 Stipulation Pursuant to Court's Order Dated September 14, 2010 - unsigned copy

10/13/2010 Stipulation Pursuant to Court's Order Dated September 14, 2010 - signed

01/03/2011 Counterclaim and Demand for Jury Trial

02/04/2011 Hearing result for Civil Pretrial Conference held on 02/04/2011 11:00 AM: Hearing Held & Status Conference  
Court Minutes Hearing type: Status Hearing date: 2/4/2011 Time: 11:19 am Courtroom: Court reporter:

02/04/2011 Minutes Clerk: JAN Tape Number: Party: Countrywide Home Loans Inc, Attorney: Derrick O'Neill Party: Ralph Sheets, Attorney: John Hucks

02/04/2011 Hearing result for Jury Trial held on 05/03/2011 09:00 AM: Hearing Vacated #1 set

04/22/2011 Notice Of Service

04/22/2011 Motion to Dismiss Counterclaims

04/22/2011 Memorandum in Support of Motion to Dismiss Counterclaims

04/22/2011 Notice Of Hearing Re: Motion to Dismiss Counterclaims (6-3-11)

04/26/2011 Hearing Scheduled (Motion to Dismiss 06/03/2011 09:30 AM) Counterclaims

05/06/2011 Motion for Admission Pro Hac Vice

05/11/2011 Order for Limited Admission

05/11/2011 Plaintiff: Countrywide Home Loans Inc Appearance Eric R Coakley Esq

05/19/2011 Defendants' Notice of Response to Plaintiff's Request for Admissions

05/19/2011 Defendants' Response to Plaintiff's Motion to Dismiss Counterclaims and Memorandum in Support of Plaintiff's Motion to Dismiss Counterclaims

05/19/2011 Defendants' Motion to Compel Response to Discovery and Motion for Protective Order and Enlargement of Time to Respond to Plaintiff's Discovery Requests

05/19/2011 Notice Of Hearing (6-3-2010)  
Hearing Scheduled (Motion to Compel 06/03/2011 10:30 AM) Defendants' & for Protective Order & Enlargement of Time

05/25/2011 Amended Notice Of Hearing RE: Motion To Dismiss Counterclaims (10:30 am)

05/27/2011 Reply In Support Of Motion To Dismiss Counterclaims  
Response To Defendants' Motion To Compel Response To Discovery And Motion For Protective Order And Enlargement Of time To Respond To Plaintiff's Discovery Requests

05/27/2011 Exhibit's In Support Of Plaintiff's Responses To Defendants Motion To compel And In Response To Motion For Protective Order

06/03/2011 Hearing result for Motion to Dismiss held on 06/03/2011 10:30 AM: Case Taken Under Advisement Counterclaims

06/03/2011 Court Minutes Hearing type: Motion to Dismiss Hearing date: 6/3/2011 Time: 4:40 pm Courtroom: Court reporter: Minutes Clerk: JAN Tape Number: Party: Countrywide Home Loans Inc, Attorney: Derrick O'Neill

06/03/2011 Hearing result for Motion to Compel held on 06/03/2011 10:30 AM: Case Taken Under Advisement Defendants' & for Protective Order & Enlargement of Time

06/03/2011 Hearing Scheduled (Hearing Scheduled 08/05/2011 11:00 AM) Oral Ruling on Motions

06/10/2011 Order to File Available Dates for Trial Setting

06/14/2011 Order for Mediation

07/06/2011 Defendants' Response to Order for Mediation

07/18/2011 Motion for Judgment on the Pleadings

07/18/2011 Memorandum in Support of Motion for Judgment on the Pleadings

07/18/2011 Notice Of Hearing Re: Motion for Judgment on the Pleadings (8-5-2011 11:00 am)

07/18/2011 Hearing Scheduled (Motion 08/05/2011 11:00 AM) Plaintiff - Judgment on the Pleadings

07/19/2011 Amended Notice Of Hearing (to correct 2nd page date)

07/27/2011 Response to Defendants' Motion to Compel Response to Discovery and Motion for Protective Order and Enlargement of Time to Respond to Plaintiff's Discovery Requests

07/29/2011 Defendants' Response to Plaintiff's Motion for Judgment on Pleadings

08/02/2011 Hearing result for Hearing Scheduled scheduled on 08/05/2011 11:00 AM: Decision Or Opinion Oral Ruling on Motions

08/02/2011 Order on Motion to Dismiss Counterclaims and Motion to Compel/Protective Order

08/02/2011 Motion to Dismiss Granted - as to counterclaims 3,4,7

08/02/2011 Motion to Dismiss Denied - as to counterclaims 1,2,5,6

08/02/2011 Motion to Compel Denied - as to items 1-6

08/02/2011 Motion to Compel Granted - as to item 7

08/05/2011 Hearing result for Motion scheduled on 08/05/2011 11:00 AM: Continued Plaintiff - Judgment on the Pleadings

08/05/2011 Hearing Scheduled (Motion 10/07/2011 01:30 PM) Plaintiff - Judgment on the Pleadings

08/05/2011 Court Minutes Hearing type: Motion Hearing date: 8/5/2011 Time: 9:42 am Courtroom: Court reporter: Debora Kreidler Minutes Clerk: JAN Tape Number: Party: Countrywide Home Loans Inc, Attorney: Derrick O'Neill Party: Debra Sheets, Attorney: John Hucks Party: Ralph Sheets, Attorney: John Hucks

09/09/2011 Answer to Counterclaims

09/09/2011 Motion to Compel

09/09/2011 Notice Of Hearing Re: Motion to Compel (10-7-2011)

09/09/2011 Hearing Scheduled (Motion to Compel 10/07/2011 01:30 PM) Plaintiffs'

09/22/2011 Notice Of Hearing And Defendant's Motion To File Amended Counterclaim

09/22/2011 Defendant's Motion For Leave To File Amended Counterclaims And Argument In Support Of Motion Defendant's Notice Of Service Of Defendants' Second Set

09/22/2011 Of Request For Admissions And Second Set Of Interrogatories And Request Of Production Of Documents To Plaintiff

09/26/2011 Hearing Scheduled (Motion 10/07/2011 01:30 PM) Defendant - File amended Counterclaim

10/07/2011 Hearing result for Motion scheduled on 10/07/2011 01:30 PM: Hearing Vacated Defendant - File amended Counterclaim

10/07/2011 Hearing result for Motion to Compel scheduled on 10/07/2011 01:30 PM: Hearing Vacated Plaintiffs'

10/07/2011 Hearing result for Motion scheduled on 10/07/2011 01:30 PM: Case Taken Under Advisement Plaintiff - Judgment on the Pleadings

10/07/2011 Court Minutes Hearing type: Motion Hearing date: 10/7/2011 Time: 1:50 pm Courtroom: Court reporter: Minutes Clerk: JAN Tape Number: Party: Countrywide Home Loans Inc, Attorney: Derrick O'Neill Party: Debra Sheets, Attorney: John Hucks Party: Ralph Sheets, Attorney: John Hucks

10/13/2011 Order Granting Defendants' Motion to File An Amended Answer and Counterclaim

10/13/2011 Order Granting Motion to Compel

11/01/2011 Defendants' Notice of Response to Plaintiff's First Set of Interrogatories, Request for Production of Documents and Request for Admissions

11/03/2011 Answer To Plaintiff's Amended Counterclaims

11/23/2011 Notice Of Service

11/30/2011 Memorandum Decision and Order on Plaintiff's July 18, 2011 Motion for Judgment on the Pleadings

11/30/2011 Motion Denied - Motion for Judgment on the Pleadings

01/10/2012 Notice Of Hearing (Telephonic) Status Conference and Request for Scheduling Order (1-23-2012)

01/10/2012 Hearing Scheduled (Status 01/23/2012 01:30 PM) Telephonic

01/17/2012 Cancellation of Notice of Hearing (Telephonic Status Conference and Request for Scheduling Order)

01/17/2012 Notice Of Hearing - Status and Scheduling Conference and Discovery Motions Hearing (2-21-2012 at 10:00 am - Canyon County)

01/17/2012 Continued (Status 02/21/2012 10:00 AM) Scheduling Conference & Discovery Motions - Canyon County

01/31/2012 Defendants' Motion for Confirmation and Joinder of Real Parties in Interest Pursuant to Rule 17(a) I.R.C.P.

01/31/2012 Defendants' Memorandum in Support of Motion for Confirmation and Joinder of Real Parties in Interest Pursuant to Rule 17(a) I.R.C.P.

01/31/2012 Notice Of Hearing (2-21-2012)

02/01/2012 Hearing Scheduled (Motion 02/21/2012 10:00 AM) Defendants' - for Confirmation & Joinder - Canyon County

02/07/2012 Motion to Compel

02/07/2012 Affidavit of Derrick J O'Neill

02/07/2012 Notice Of Hearing (2-21-2012)

02/07/2012 Hearing Scheduled (Motion to Compel 02/21/2012 10:00 AM) Plaintiff's - Canyon County

02/14/2012 Affidavit of John Curtis Hucks in Opposition to Plaintiff's Motion to Compel

02/17/2012 Response to Motion for Confirmation or Joinder of Real Parties in Interest  
Hearing result for Motion to Compel scheduled on

02/21/2012 02/21/2012 10:00 AM: Hearing Held Plaintiff's - Canyon County  
Hearing result for Motion scheduled on 02/21/2012 10:00

02/21/2012 AM: Hearing Held Defendants' - for Confirmation & Joinder - Canyon County

02/29/2012 Minute Entry - Canyon County  
Hearing Scheduled (Hearing Scheduled 04/06/2012 11:00

02/29/2012 AM) Oral Ruling on Motion to Compel and Motion for Joinder

04/02/2012 Order on Countrywide's Motion to Compel and Sheets' Motion for Joinder and Confirmation

04/02/2012 Motion Granted - Countrywide's Motion to Compel

04/02/2012 Motion Denied - Sheet's Motion for Joinder and Confirmation  
Hearing result for Hearing Scheduled scheduled on

04/02/2012 04/06/2012 11:00 AM: Hearing Vacated Oral Ruling on Motion to Compel and Motion for Joinder

04/18/2012 Defendants' Amended Answer, Second Amended Counterclaims, Third Party Complaint, and Demand for Jury Trial

05/07/2012 Answer to Plaintiff's Second Amended Counterclaims and Third Party Complaint

05/07/2012 Amended Certificate Of Service  
Notice Of Service of Defendants/Third Party Plaintiffs'

06/01/2012 Interrogatories, Requests for Production of Documents and Requests for Admissions to Recon Trust  
Notice Of Service of Defendants/Third Party Plaintiffs'

06/01/2012 Interrogatories, Requests for Production of Documents and Requests for Admissions to Bank of America

10/22/2012 Brief in Support of Motion For Summary Judgment on Defendant's Counterclaims and Third Party Complaint

10/22/2012 Motion For Summary Judgment on Defendants Counterclaims and Third Party Complaint.

12/18/2012 Countrywide Home Loans Inc. Brief in Support of Motion for Summary Judgment

12/18/2012 Countrywide Home Loans Inc Motion for Summary Judgment

01/10/2013 Hearing Scheduled (Motion for Summary Judgment 03/01/2013 10:00 AM)

02/12/2013 Affidavit of Defendant Ralph E Sheets in Opposition to Motion for Summary Judgment

02/12/2013 Defendants Responsive Brief in Opposition to Motions For Summary Judgment

02/12/2013 Defendants Motion to Strike Affidavit of Ronald Odeyemi

02/12/2013 Notice Of Hearing- Defendants Motion

02/12/2013 Defendants' Motion to Strike Affidavit of Shiranthika Haworth

02/15/2013 Hearing Scheduled (Motion 03/01/2013 10:00 AM) Defendants Motion to Strike Affidavits

02/19/2013 Affidavit of Jonathon D. Hallin

02/22/2013 Response to Defendant's Motion to Strike Affidavit of Ronald Odeyemi

02/22/2013 Response to Defendant's Motion to Strike Affidavit of Shiranthika Haworth

02/22/2013 Countrywide Home Loans Inc., Reply In Support Of Motion for Summary Judgment

02/22/2013 Reply Brief in Support Of Motion For Summary Judgment on Defendant's Counterclaims and Third Party Complaint

03/01/2013 Hearing result for Motion for Summary Judgment scheduled on 03/01/2013 10:00 AM: Hearing Held

03/01/2013 Hearing result for Motion scheduled on 03/01/2013 10:00 AM: Hearing Held Defendants Motion to Strike Affidavits  
Court Minutes Hearing type: Motion Summary Judgment/Motion to Strike Affid Hearing date: 3/1/2013 Time: 3:44 pm Courtroom: Court reporter: Minutes Clerk: TARA Tape Number: Party: Countrywide Home Loans Inc, Attorney: Eric Coakley Party: Debra Sheets, Attorney: John Hucks Party: Ralph Sheets, Attorney: John Hucks

03/01/2013 Findings of Fact, Conclusions of Law and Order on Plaintiff's Motions for Summary Judgement-- Motions Granted

04/29/2013 Plaintiff's Motions for Summary Judgement-- Motions Granted

06/25/2013 Notice Regarding Plan Going Forward

07/03/2013 Defendants' Objection to Plaintiff's Notice Regarding Plan Moving Forward and Proposed Final Judgment

07/15/2013 Hearing Scheduled (Hearing Scheduled 09/06/2013 11:00 AM) Defendant's Objection

07/15/2013 Notice Of Hearing on Objection to Plan Moving Forward and Proposed Judgment

07/29/2013 Amended Notice Of Hearing

07/29/2013 Hearing Scheduled-September 6th 2013 9:00am  
Hearing result for Hearing Scheduled scheduled on 09/06/2013 09:00 AM: Hearing Held Defendant's Objection  
Court Minutes Hearing type: Hearing Scheduled Hearing date: 9/24/2013 Time: 10:54 am Courtroom: Court reporter: Minutes Clerk: TARA Tape Number: Party: Countrywide Home Loans Inc, Attorney: Eric Coakley Party: Debra Sheets, Attorney: John Hucks Party: Ralph Sheets, Attorney: John Hucks

09/24/2013 Defendants' Response to Court's Request for Legal Authority

10/01/2013 Plaintiffs' Supplemental Brief in Support of Proposed Plan and Entry of Final Judgment

12/06/2013 Order on Proposed Judgment and Plan of Implementation  
Civil Disposition entered for: Sheets, Debra, Defendant; Sheets, Ralph E Jr, Defendant; Countrywide Home Loans Inc, Plaintiff. Filing date: 3/6/2014

03/06/2014 STATUS CHANGED: Closed

03/06/2014 Judgment

03/10/2014 Scanned

03/11/2014 Notice Of Withdrawal Of Attorney  
Miscellaneous Payment: For Certifying The Same

03/13/2014 Additional Fee For Certificate And Seal Paid by: RCO Legal, PS Receipt number: 0023087 Dated: 3/13/2014 Amount: \$1.00 (Cashiers Check)  
Filing: L4 - Appeal, Civil appeal or cross-appeal to

04/14/2014 Supreme Court Paid by: Hucks, John Curtis (attorney for Sheets, Ralph and Debra) Receipt number: 0023302 Dated: 4/14/2014 Amount: \$109.00 (Check) For: Sheets, Debra (defendant) and Sheets, Ralph E Jr (defendant)

04/14/2014 Appealed To The Supreme Court

04/14/2014 STATUS CHANGED: Inactive

04/14/2014 NOTICE OF APPEAL

04/16/2014 Bond Posted for Transcript (Receipt 23323 Dated 4/16/2014 for 497.50)

05/01/2014 Amended Judgment

Miscellaneous Payment: For Certifying The Same

05/07/2014 Additional Fee For Certificate And Seal Paid by: John C Hucks Attorney at Law Receipt number: 0023504 Dated: 5/7/2014 Amount: \$1.00 (Check)

05/14/2014 Second Amended Judgment

05/16/2014 AMENDED NOTICE OF APPEAL

07/21/2014 Clerks Record and Transcript Lodged with District Court

07/25/2014 Bond Converted (Transaction number 2143 dated 7/25/2014 amount 250.25)

07/25/2014 Bond Converted (Transaction number 2144 dated 7/25/2014 amount 216.75)

07/25/2014 Bond Posted for Transcript (Receipt 24101 Dated 7/25/2014 for 667.00)

07/25/2014 Bond Converted (Transaction number 2145 dated 7/25/2014 amount 30.50)

07/25/2014 Bond Converted (Transaction number 2146 dated 7/25/2014 amount 667.00)

08/14/2014 Request For Additional Records Pursuant to IAR 29

08/14/2014 Notice Of Hearing on Request For Additional Records Pursuant to IAR 29

08/14/2014 Hearing Scheduled (Hearing Scheduled 09/04/2014 01:30pm)

08/14/2014 Notice Of Hearing on Request for Additional Records

08/18/2014 Request For Additional Records Pursuant to IAR 29

08/26/2014 Amended Notice Of Hearing on Request For Additional Records Pursuant to IAR 29

09/03/2014 Stipulation Regarding Requests For Additional Records Pursuant to IAR 29

09/03/2014 Order Granting Requests For Additional Records Pursuant to IAR 29

Hearing result for Hearing Scheduled scheduled on

09/03/2014 09/04/2014 01:30 PM: Hearing Vacated -Stipulation on Requested Records Reached and Order in Place

01/15/2015 STATUS CHANGED: closed

