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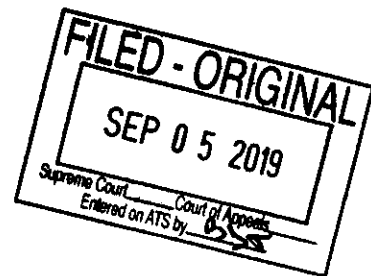
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Roland Blaine Howell
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IN THE SUPREME COURT OF THE STATE OF IDAHO

BLAINE HOWELL, an individual,
Defendant/Respondent,

vs.

ASPIRE PROPERTIES, LLC,
an Idaho Limited Liability Company,
Plaintiffs/Appellant.

Docket No. 46573-2018

Supreme Court of Idaho

Defendant/Respondent's Brief

Appeal from the District Court of the Sixth Judicial District of
the State of Idaho, in and for the County of Bannock

Honorable Stephen S. Dunn, District Judge, presiding

Blaine Howell
2908 Sunbeam Rd, Unit K
American Falls, ID 83211
Telephone: (208) 841-7855
Rbhowell939@aol.com

Respondent, *pro se*

Ryan A. Ballard
Ballard Law, PLLC
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Attorney for Appellant

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Per the Appellant's Brief dated June 13, 2019, and where an extension was granted on August 9, 2019, for the Defendant's Brief to be received by September 5, 2019, I submit the following information:

A. Nature of the Case

For clarification, this was not just a real estate "deal gone bad". There was never any contract signed between Aspire Properties and me, Roland Howell. Larry Sudweeks, from Aspire Properties, contacted me about leasing the home for his family. When we found out that he had gone through a bankruptcy and could not retain financing and that I was unwilling to carry the loan, he contacted me saying that one of his clients was interested in my property. Come to find out, he had changed my ad on Craig's List and put his name as the owner, so interested parties were contacting him directly. Once the Paul's realized what was going on, they didn't want to deal with him directly. They did have a signed contract with him, but he never had my permission to sell my property as a lease with option to buy, and he took a deposit from the Paul's of several thousand dollars. To this day, no contract was ever signed between Aspire Properties and Roland Howell. Therefore, Mr. Sudweeks misrepresented himself as the owner of my property and conducted business as such, without my permission or consent.

B. Course of Proceedings

The information provided here is correct.

C. Statement of the Facts

- I, Mr. Howell, believe the judgement in this case had a lot to do with my personal health issues and not being able to respond in a timely matter to the courts. Therefore, I feel they were awarded off of my lack of communication, and not on the merit of the case itself.
- When the judgement came down from the original lawsuit, I, Mr. Howell, paid the judgement directly to the attorney for Aspire Properties, which included the attorney

fees. I also sent money to cover the debt that the Paul's owed to Aspire, because the attorney had them sign the money owed to them by me over to him so he could conduct a Sherriff's Sale on my property, to get the money owed paid. I sent money two different times for this case. \$20,360.63 that Ryan Ballard requested from me and \$16,859.52 that was for the Paul's. With both incidents, the courts received letters of satisfaction. So, I sent in excess of \$37,000 to this attorney to keep my home and pay off the Paul's and my attorney fees. Putting a Sherriff's Sale on my property was a malicious act, as I only found out about the Sherriff's sale one week before it was to be auctioned off.

- Regardless, I, Mr. Howell, feel that the money that was awarded previously for attorney fees was more than adequate, as any delays in this judgement were due to my health issues and any extensions that the attorney filed on his own. Neither of these required any more time or effort on his part.
- Also, the other defendants in the original case, Ryan & Jessica Paul also paid attorney fees of several thousand dollars. This attorney is getting paid from two different sources for the same case, and still coming after me for more. He refers in his briefing that the case had gone on for months and thus he deserved more money. The reasons the case was extended was because of my health issues, and his request to extend, and during those times nothing additional was being done on the case.
- I find it interesting, that Aspire Properties requests an award of attorney's fees under the contracts at issue in this case, as they will not benefit at all from any decision. Any monies obtained will go directly to the attorney, Ryan A. Ballard.
- Bobbie Morris, at the Sherriff's office in American Falls, stated that Mr. Sudweeks came to her office asking what the attorney was doing filing for a Sherriff's Sale against Mr. Howell's home in American Falls. Mr. Sudweeks is completely satisfied with the judgement received by Mr. Howell and that any filing done is done solely for additional income for his attorney.

D. Conclusion

Based on the above provided information, the Respondent requests that this Court uphold the ruling of the District Court and deny Aspire Property/Ryan Ballard's request for additional attorney fees.

DATED this 4th day of September 2019.

/s/ Blaine Howell
Blaine Howell
Defendant/Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of September, 2019, a true and correct copy of the foregoing DEFENDANT BLAINE HOWELL'S RESPONDENT'S BRIEF was served upon the following person(s), by causing a copy to be delivered to:

RYAN BALLARD
Ballard Law, PLLC
P.O. Box 38
Rexburg, ID 83440

U.S Mail, postage prepaid
 Hand-Delivered
 Email: ryanballardlaw@gmail.com
 Facsimile: (208) 485-8528

IDAHO SUPREME COURT
451 W State Street
Boise, ID 83702

U.S Mail, postage prepaid
 Hand-Delivered
 Email: supremecourtdocuments@idcourts.net

JAMES K. JEFFRIES
(208) 226-2311

POWER COUNTY SHERIFF DEPARTMENT
550 GIFFORD
AMERICAN FALLS, ID 83211

Paper ID: 201900164

S A T I S F I E D R E T U R N O F S E R V I C E

ASPIRE PROPERTIES

-- VS --

PLAINTIFF(S)

COURT: BANNOCK

CASE NO: CV-17-887-OC

ROLAND BLAINE HOWELL

DEFENDANT(S)

PAPER(S) SERVED:
WRIT OF EXECUTION

I, JAMES K. JEFFRIES, SHERIFF OF POWER COUNTY, STATE THAT THE ABOVE DESCRIBED DOCUMENTS WERE DELIVERED TO ME FOR SERVICE ON THE 1ST DAY OF APRIL 2019.

I HEREBY CERTIFY THAT, ON THE 2ND DAY OF APRIL 2019, AT 9:00 O'CLOCK A.M., I, BOBBIE MORRIS, BEING DULY AUTHORIZED, SERVED THE ABOVE DESCRIBED DOCUMENTS IN THE ABOVE-ENTITLED MATTER BY LEVYING ON ANY PROPERTY, MONEY AND EFFECTS BELONGING TO THE DEFENDANT IN THE POSSESSION OF

***** ROLAND BLAINE HOWELL *****

AT MAILED TO 374 W BEALEY AVE. COLLIDGE, AZ

WITHIN THE COUNTY OF POWER, STATE OF IDAHO, AND HAVING SATISFIED THIS JUDGMENT, I AM RETURNING THE ABOVE DESCRIBED DOCUMENTS AS SATISFIED.

PAPERS SERVED OR MAILED TO THE DEFENDANT:

CLM OF EXEMPTION & INSTRUCTION

COMMENTS: PROPERTY SALE WAS NOT HELD/DEFENDANT PAID EXECUTION IN FULL. THIS RETURN HAS NOT BEEN E-FILED WITH COURT

CHARGES

JUDGMENT AMOUNT:	16,809.54
SHERIFF'S FEES:	50.00
TOTAL:	16,859.54

DATED THIS 18TH DAY OF APRIL 2019.

JAMES K. JEFFRIES
SHERIFF

PAYMENTS

APPLIED TO JUDGMENT:	16,809.54
APPLIED TO FEES:	50.00
TOTAL COLLECTED TO DATE :	16,859.54

BY [Signature]
BOBBIE MORRIS
SERVING OFFICER

AMOUNT UNCOLLECTED: 0.00

BY [Signature]
BOBBIE MORRIS
RETURNING OFFICER

JAMES K. JEFFRIES
(208) 226-2311

POWER COUNTY SHERIFF DEPARTMENT
550 GIFFORD
AMERICAN FALLS, ID 83211

Paper ID: 201800569

S A T I S F I E D R E T U R N O F S E R V I C E

ASPIRE PROPERTIES

-- VS --

ROLAND BLAINE HOWELL

PLAINTIFF(S)

COURT: BANNOCK

CASE NO: CV-17-887-OC

DEFENDANT(S)

PAPER(S) SERVED:

WRIT OF EXECUTION

I, JAMES K. JEFFRIES, SHERIFF OF POWER COUNTY, STATE THAT THE ABOVE DESCRIBED DOCUMENTS WERE DELIVERED TO ME FOR SERVICE ON THE 10TH DAY OF DECEMBER 2018.

I HEREBY CERTIFY THAT, ON THE 11TH DAY OF DECEMBER 2018, AT 9:00 O'CLOCK A.M., I, BOBBIE MORRIS, BEING DULY AUTHORIZED, SERVED THE ABOVE DESCRIBED DOCUMENTS IN THE ABOVE-ENTITLED MATTER BY LEVYING ON ANY PROPERTY, MONEY AND EFFECTS BELONGING TO THE DEFENDANT IN THE POSSESSION OF

***** ROLAND BLAINE HOWELL *****

AT 2908 SUNBEAM RD LOT #K AMERICAN FALLS ID 83211

WITHIN THE COUNTY OF POWER, STATE OF IDAHO, AND HAVING SATISFIED THIS JUDGMENT, I AM RETURNING THE ABOVE DESCRIBED DOCUMENTS AS SATISFIED.

PAPERS SERVED OR MAILED TO THE DEFENDANT:

COMMENTS: SHERIFF SALE WAS CANCELLED. DEFENDANT PAID THE JUDGEMENT IN FULL.

CHARGES

JUDGMENT AMOUNT: 20,157.02
SHERIFF'S FEES: 50.00
TOTAL: 20,207.02

DATED THIS 7TH DAY OF JANUARY 2019.

JAMES K. JEFFRIES
SHERIFF

PAYMENTS

APPLIED TO JUDGMENT: 20,157.02
APPLIED TO FEES: 50.00
TOTAL COLLECTED TO DATE: 20,207.02

BY

BOBBIE MORRIS
SERVING OFFICER

AMOUNT UNCOLLECTED: 0.00

BY

BOBBIE MORRIS
RETURNING OFFICER