

Uldaho Law

## Digital Commons @ Uldaho Law

---

Idaho Supreme Court Records & Briefs, All

Idaho Supreme Court Records & Briefs

---

10-19-2017

### Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 24 Dckt. 44583

Follow this and additional works at: [https://digitalcommons.law.uidaho.edu/idaho\\_supreme\\_court\\_record\\_briefs](https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs)

---

#### Recommended Citation

"Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 24 Dckt. 44583" (2017). *Idaho Supreme Court Records & Briefs, All*. 6999.

[https://digitalcommons.law.uidaho.edu/idaho\\_supreme\\_court\\_record\\_briefs/6999](https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/6999)

This Court Document is brought to you for free and open access by the Idaho Supreme Court Records & Briefs at Digital Commons @ Uldaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs, All by an authorized administrator of Digital Commons @ Uldaho Law. For more information, please contact [annablaine@uidaho.edu](mailto:annablaine@uidaho.edu).

Vol. **24** IN THE **85**

**SUPREME COURT  
OF THE  
STATE OF IDAHO**

ISC #44583, 44584, 44585  
Bonner #CV2009-1810

**Valiant Idaho, LLC**  
*Cross-Claimant/Respondent*

vs.

**North Idaho Resorts  
JV, LLC  
VP Incorporated**  
*Cross-Defendants/Appellants*

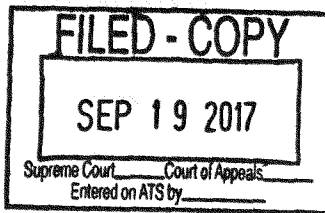
**CLERK'S RECORD ON APPEAL**

*Appealed from the District Court of the First Judicial District  
of the State of Idaho, in and for the County of Bonner*

Richard L. Stacey  
Jeff R. Sykes  
Chad M. Nicholson  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
*Attorneys for Respondents*

Gary A. Finney  
120 East Lake Street, Suite 317  
Sandpoint, Idaho 83864  
*Attorney for Appellant JV*

Daniel M. Keyes  
Susan P. Weeks  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814  
*Attorneys for Appellants VP and North Idaho Resorts*



**VOLUME XXIV**

**44583**

**TABLE OF CONTENTS**

Title Page ..... Vol. I - 1

Clerk’s Record on Appeal..... Vol. I - 2

Table of Contents..... Vol. I - 3

Index.....Vol. I - 34

ROA Report for Case CV2009-1810 – printed May 10, 2017.....Vol. I - 65

Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016 ....Vol. I - 166

Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016 ....Vol. I - 168

Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016 ....Vol. I - 170

Complaint – filed 10/13/2009 ..... Vol. I - 172

Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010 ..... Vol. I - 197

Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010 Vol. II - 199

Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010 Vol. II - 201

Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010Vol. II - 204

Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010 ..... Vol. II - 228

Notice of Appearance – filed 10/14/2010 ..... Vol. II - 233

Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011..... Vol. II - 237

Affidavit of Service – filed 03/11/2011 ..... Vol. II - 244

R.E. Loans, LLC’s Answer to Complaint – filed 04/21/2011..... Vol. II - 245

Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011 ..... Vol. II - 260

Substitution of Counsel – filed 08/29/2011 ..... Vol. II - 264

Administrative Order – filed 09/27/2011 ..... Vol. II - 267

Stay Order (R.E. Loans, LLC) – filed 09/29/2011..... Vol. II - 275

Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011..... Vol. II - 284

Notice of Appearance – filed 09/29/2011 ..... Vol. II - 290

Assignment of District Court Cases – filed 11/15/2011 ..... Vol. II - 295

Wells Fargo’s Motion to Dismiss with Prejudice – filed 01/23/2012..... Vol. II - 298

Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 01/23/2012	Vol. II - 302
Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012	Vol. II - 312
R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012	Vol. II - 317
Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012	Vol. II - 325
Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012	Vol. II - 330
R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013	Vol. II - 336
Memorandum in Support of R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013	Vol. III - 339
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC’s Motion to Lift Automatic Stay – filed 06/26/2013	Vol. III - 343
R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 362
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013	Vol. III - 365
Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013	Vol. III - 374
R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013	Vol. III - 378
Default Judgment (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 383
Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 386
Clerk’s Entry of Default (Genesis Golf Builders) – filed 08/15/2013	Vol. III - 389
Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 392
Clerk’s Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013	Vol. III - 397
Default Judgment (Genesis Golf Builders) – filed 08/29/2013	Vol. III - 402
North Idaho Resorts, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 407
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013	Vol. III - 412
Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 423
Default Judgment (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 428
Clerk’s Entry of Default (Genesis Golf Builders) – filed 11/01/2013	Vol. III - 433
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 438
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014	Vol. III - 441

Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014 .....	Vol. IV - 451
R.E. Loans, LLC's Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....	Vol. IV - 488
R.E. Loans, LLC's Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....	Vol. IV - 491
Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....	Vol. IV - 498
Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. IV - 532
Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. V - 551
Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014 – filed 06/02/2014 .....	Vol. V - 636
Notice of Change of Firm Affiliation – filed 07/18/2014 .....	Vol. V - 643
Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014	Vol. V - 647
Judgment – filed 07/21/2014 .....	Vol. V - 653
Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014	Vol. V - 656
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014 .....	Vol. V - 674
Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014	Vol. V - 667
Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 .....	Vol. V - 670
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 .....	Vol. VI - 674
Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014	Vol. VI - 739
Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014 .....	Vol. VI - 768
Defendant North Idaho Resorts, LLC's Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014 .....	Vol. VI - 771
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014 .....	Vol. VI - 776
Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014 .....	Vol. VI - 781

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014 .....	Vol. VII - 784
Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014.....	Vol. VII - 844
North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014 .....	Vol. VII - 860
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014 .....	Vol. VII - 874
Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014.....	Vol. VII - 879
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014.....	Vol. VII - 884
Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....	Vol. VII - 896
Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....	Vol. VII - 900
ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014.....	Vol. VII - 904
Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014.....	Vol. VII - 908
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014 .....	Vol. VII - 911
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014 .....	Vol. VII - 913
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014 .....	Vol. VIII - 918
Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 928
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 933
Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 941
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 946
Order Regarding Disqualification of Judge – filed 10/06/2014.....	Vol. VIII - 953
VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014.....	Vol. VIII - 959
Order of Reassignment – filed 10/09/2014 .....	Vol. VIII - 963
Affidavit of Service – filed 10/20/2014 .....	Vol. VIII - 965

Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014 .....	Vol. VIII - 969
Clerk’s Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014 .....	Vol. VIII - 973
Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 .....	Vol. VIII - 977
Memorandum in Opposition to VP, Incorporated’s Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 .....	Vol. VIII - 982
Third Party Defendant Idaho Club Homeowner’s Association, Inc.’s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 996
Third Party Defendant Panhandle Management, Incorporated’s Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014.....	Vol. VIII - 1006
Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 .....	Vol. IX - 1015
Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner’s Association Inc.’s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 .....	Vol. IX - 1100
Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....	Vol. X - 1153
VP, Incorporated’s Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014.....	Vol. X - 1156
Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014 .....	Vol. X - 1160
Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014 .....	Vol. X - 1164
Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014	Vol. X - 1168
Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014 .....	Vol. X - 1171
Order Denying VP, Incorporated’s Motion to Dismiss Third Party Complaint – filed 11/19/2014 .....	Vol. X - 1174
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014 .....	Vol. X - 1178
Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014.....	Vol. X - 1200
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014	Vol. X - 1221
Complaint for Judicial Foreclosure – filed 11/19/2014 .....	Vol. X - 1242
Order Settling Trial and Pretrial Order – filed 11/20/2014 .....	Vol. X - 1270
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014	Vol. XI - 1276

Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014	Vol. XI - 1296
Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ...	Vol. XI - 1317
Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 .....	Vol. XI - 1337
Memorandum in Support of Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 .....	Vol. XI - 1371
Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014	Vol. XI - 1377
Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014	Vol. XI - 1379
Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 .....	Vol. XI - 1382
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 .....	Vol. XI - 1387
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014	Vol. XI - 1394
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 .....	Vol. XI - 1399
Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut -- filed 12/08/2014	Vol. XI - 1409
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014.....	Vol. XII - 1414
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 .....	Vol. XII - 1419
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014 .....	Vol. XII - 1429
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014.....	Vol. XII - 1434
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014	Vol. XII - 1444
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 .....	Vol. XII - 1449
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 .....	Vol. XII - 1459
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 .....	Vol. XII - 1464



Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014.....	Vol. XII - 1474
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014 .....	Vol. XII - 1479
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014 .....	Vol. XII - 1489
Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1495
Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1498
Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....	Vol. XII - 1501
Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....	Vol. XII - 1504
Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....	Vol. XII - 1507
Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....	Vol. XII - 1511
Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....	Vol. XII - 1515
Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....	Vol. XII - 1518
Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 .....	Vol. XII - 1521
Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014.....	Vol. XII - 1524
Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....	Vol. XII - 1527
Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....	Vol. XII - 1530
VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014 .....	Vol. XII - 1533
Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014.....	Vol. XII - 1541
Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014 .....	Vol. XIII - 1555
Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014 .....	Vol. XIII - 1576
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014.....	Vol. XIII - 1596
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014 .....	Vol. XIII - 1601
Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015 .....	Vol. XIII - 1611
Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....	Vol. XIII - 1633
Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....	Vol. XIII - 1636

Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....	Vol. XIII - 1639
Clerk’s Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....	Vol. XIII - 1642
Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015 .....	Vol. XIII - 1645
Stipulation for Settlement and Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc. – filed 01/09/2015.....	Vol. XIII - 1666
Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/12/2015.....	Vol. XIII - 1673
Judgment (Dismissal of JV, LLC’s Third Party Complaint Against Idaho Club Homeowner’s Association, Inc.) – filed 01/15/2015 .....	Vol. XIV - 1694
Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015	Vol. XIV - 1700
Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015.....	Vol. XIV - 1720
Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....	Vol. XIV - 1725
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....	Vol. XV - 1747
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015 .....	Vol. XVI - 1884
Affidavit of Charles W. Reeves – filed 01/20/2015 .....	Vol. XVII - 1912
Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015 .....	Vol. XVIII - 2039
Notice of Hearing on Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....	Vol. XVIII - 2070
JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/02/2015	Vol. XIX - 2076
JV, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment (Continued) – filed 02/02/2015 .....	Vol. XX - 2210
JV’s Affidavit of James W. Berry Opposing Valiant’s Motion for Summary Judgment – filed 02/02/2015.....	Vol. XX - 2323
JV, LLC’s Motion to Vacate Valiant’s Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015.....	Vol. XX - 2331
Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XX - 2337
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015 .....	Vol. XXI - 2342
Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....	Vol. XXI - 2353
Clerk’s Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....	Vol. XXI - 2356

Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/04/2015 .....	Vol. XXI - 2359
Request for Judicial Notice – filed 02/04/2015 .....	Vol. XXI - 2372
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015 .....	Vol. XXI - 2392
Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015 .....	Vol. XXI - 2452
Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015 .....	Vol. XXII - 2473
Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015 .....	Vol. XXII - 2493
Judgment (Pucci Construction, Inc.) – filed 02/18/2015 .....	Vol. XXII - 2499
Judgment (ACI Northwest, Inc.) – filed 02/18/2015 .....	Vol. XXII - 2502
JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015 .....	Vol. XXII - 2505
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015 .....	Vol. XXII - 2516
Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....	Vol. XXII - 2519
Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....	Vol. XXII - 2528
Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....	Vol. XXII - 2547
Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015 .....	Vol. XXII - 2557
Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015 .....	Vol. XXII - 2560
JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015 .....	Vol. XXII - 2579
Motion for Reconsideration and Clarification – filed 04/29/2015 .....	Vol. XXII - 2596
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015 .....	Vol. XXII - 2598
Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 .....	Vol. XXII - 2600
Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 ...	Vol. XXII - 2605
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015	Vol. XXIII - 2612

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 Vol. XXIII - 2627	
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015 .....	Vol. XXIV - 2749
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015 .....	Vol. I - 2751
Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015 .....	Vol. XXIV - 2763
Defendants North Idaho Resorts, LLC and VP Incorporated's Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/26/2015 .....	Vol. XXIV - 2771
Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 Vol. XXIV - 2773	
Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 Vol. XXIV - 2777	
Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 .....	Vol. XXIV - 2781
Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015	Vol. XXIV - 2783
Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015 .....	Vol. XXIV - 2791
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015 .....	Vol. XXIV - 2799
Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015 .....	Vol. XXIV - 2804
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 – filed 07/06/2015 .....	Vol. XXIV - 2820
Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015 ...	Vol. XXIV - 2837
Objection to Proposed Final Judgment – filed 07/07/2015 .....	Vol. XXIV - 2844
JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015	Vol. XXIV - 2847
Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015 Vol. XXIV - 2856	
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....	Vol. XXV - 2880
Memorandum in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2912
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....	Vol. XXV - 2926

Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....	Vol. XXV - 2959
JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015 .....	Vol. XXV - 2967
Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015 .....	Vol. XXV - 2981
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015	Vol. XXVI - 2987
Decree of Foreclosure – filed 08/05/2015 .....	Vol. XXVI - 3075
Judgment – filed 08/05/2015 .....	Vol. XXVI - 3082
JV, LLC's Defendants Trial Exhibit – filed 08/11/2015 .....	Vol. XXVI - 3088
JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015 .....	Vol. XXVI - 3095
North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....	Vol. XXVII - 3114
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....	Vol. XXVII - 3116
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....	Vol. XXVII - 3133
Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 .....	Vol. XXVII - 3240
Memorandum in Support of Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015	Vol. XXVII - 3244
Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015	Vol. XXVII - 3249
Memorandum in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3253
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3276
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3280
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3301
Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3329
Notice of Special Appearance – filed 08/21/2015 .....	Vol. XXVIII - 3334
VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015 .....	Vol. XXVIII - 3337

Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015 .....	Vol. XXVIII - 3340
Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015 .....	Vol. XXVIII - 3367
Memorandum in Opposition to JV, LLC’s Motion to Alter, Amend and to Reconsider the Court’s Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015 .....	Vol. XXVIII - 3376
JV’s Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant’s Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015 .....	Vol. XXIX - 3386
Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015 .....	Vol. XXIX - 3401
North Idaho Resorts, LLC and VP, Inc.’s Memorandum in Opposition to Valiant Idaho’s Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015	Vol. XXIX - 3413
Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015 .....	Vol. XXIX - 3424
Errata to Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015 .....	Vol. XXIX - 3487
JV’s Reply to Valiant’s Memorandum in Opposition to JV’s Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015 .....	Vol. XXIX - 3499
Order Setting Trial and Pretrial Order – filed 09/03/2015 .....	Vol. XXX - 3521
Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015 .....	Vol. XXX - 3527
JV, LLC’s Request for Clerk’s Minutes and Reporter’s Typed Transcript of Entire Proceeding Including the District Court’s Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015 .....	Vol. XXX - 3533
Valiant Idaho, LLC’s Objection to JV, LLC’s Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015 .....	Vol. XXX - 3538
Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015 .....	Vol. XXX - 3545
Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015 .....	Vol. XXX - 3549
Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015 .....	Vol. XXX - 3552
Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015 .....	Vol. XXX - 3555
Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015 .....	Vol. XXX - 3620
Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015 .....	Vol. XXX - 3623
Memorandum in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3627
Declaration of Barney Ng in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3658

Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015 .....	Vol. XXXI - 3721
Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015 .....	Vol. XXXI - 3727
Affidavit of Service (First American Title) – filed 10/05/2015 .....	Vol. XXXI - 3729
Affidavit of Service (Second on First American Title) – filed 10/05/2015 .....	Vol. XXXI - 3731
Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 .....	Vol. XXXI - 3733
Memorandum in Support of Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015	Vol. XXXI - 3737
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion for Enlargement of Time to File Reply to Plaintiff's Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015 .....	Vol. XXXI - 3746
JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015	Vol. XXXII - 3748
Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015 .....	Vol. XXXII - 3778
Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3791
Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015.....	Vol. XXXII - 3810
Defendants North Idaho Resorts and VP, Incorporated's Motion for Judicial Notice of Barney Ng – filed 10/13/2015	Vol. XXXII - 3823
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015 .....	Vol. XXXII - 3828
Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015	Vol. XXXII - 3864
Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015.....	Vol. XXXII - 3870
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/16/2015 .....	Vol. XXXII - 3879
JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015 .....	Vol. XXXIII - 3884
Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 .....	Vol. XXXIII - 3892
Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015 .....	Vol. XXXIII - 3900
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 .....	Vol. XXXIII - 3906

Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....	Vol. XXXIII - 3911
Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....	Vol. XXXIII - 3914
Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015.....	Vol. XXXIII - 3924
Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....	Vol. XXXIII - 3940
Memorandum in Support of Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 Vol. XXXIII - 3945	
Amended Notice of Trial – filed 10/21/2015.....	Vol. XXXIII - 3953
Reply to JV, LLC's Response to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015..	Vol. XXXIII - 3955
Reply to Defendants North Idaho Resorts, LLC's and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/21/2015 .....	Vol. XXXIII - 3962
JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015	Vol. XXXIII - 3972
North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015.....	Vol. XXXIII - 3982
Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015 .....	Vol. XXXIII - 3986
Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015 .....	Vol. XXXIII - 3988
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/22/2015 .....	Vol. XXXIII - 3990
Defendants North Idaho Resorts, LLC and VP, Incorporated's Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....	Vol. XXXIII - 3995
Defendants North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....	Vol. XXXIII - 3997
Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015 .....	Vol. XXXIII - 4000
VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015 .....	Vol. XXXIV - 4020
VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015.....	Vol. XXXIV - 4024
VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015 .....	Vol. XXXIV - 4027
Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015	Vol. XXXIV - 4032
Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXIV - 4034
Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 .....	Vol. XXXIV - 4036



Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015 .....	Vol. XXXV - 4036
Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXV - 4051
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015	Vol. XXXV - 4057
JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015 .....	Vol. XXXV - 4205
VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015 .....	Vol. XXXV - 4221
JV, LLC's Objection to Valiant's Motion <i>In Limine</i> – filed 12/23/2015 .....	Vol. XXXV - 4233
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015 .....	Vol. XXXV - 4243
Reply Memorandum in Support of Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015	Vol. XXXV - 4253
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015 .....	Vol. XXXV - 4258
Order re: Valiant Idaho LLC's Motions <i>In Limine</i> – filed 12/29/2015 .....	Vol. XXXV - 4266
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016 .....	Vol. XXXV - 4269
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016 .....	Vol. XXXV - 4273
VP, Inc.'s Exhibit List – filed 01/14/2016 .....	Vol. XXXVI - 4278
Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016 .....	Vol. XXXVI - 4286
Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016 .....	Vol. XXXVI - 4294
VP, Inc.'s Amended Exhibit List – filed 01/15/2016.....	Vol. XXXVI - 4298
Valiant Idaho, LLC's Trial Brief – filed 01/21/2016 .....	Vol. XXXVI - 4306
JV, LLC's Trial Memorandum – filed 01/22/2016 .....	Vol. XXXVI - 4316
JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016 .....	Vol. XXXVI - 4363
Valiant Idaho, LLC's Trial Brief – filed 01/25/2016 .....	Vol. XXXVI - 4394
JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016 .....	Vol. XXXVI - 4404
VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016 .....	Vol. XXXVII - 4413
JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016 .....	Vol. XXXVII - 4418
Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 .....	Vol. XXXVII - 4444
Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016	Vol. XXXVII - 4471
JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016.....	Vol. XXXVII - 4476

VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .....	Vol. XXXVII - 4482
Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 . Vol. XXXVII - 4484	
Order Denying Motions to Strike – filed 04/27/2016 .....	Vol. XXXVII - 4487
JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016 .....	Vol. XXXVII - 4489
VP's Closing Argument – filed 05/12/2016 .....	Vol. XXXVII - 4535
Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016	Vol. XXXVIII - 4551
Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016 .....	Vol. XXXVII - 4574
Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016 .....	Vol. XXXVII - 4589
Judgment – filed 06/22/2016 .....	Vol. XXXVII - 4619
Judgment (Continued) – filed 06/22/2016 .....	Vol. XXXIX - 4693
Judgment (Continued) – filed 06/22/2016 .....	Vol. XL - 4806
Decree of Foreclosure – filed 06/22/2016 .....	Vol. XL - 4910
Decree of Foreclosure (Continued) – filed 06/22/2016 .....	Vol. XLI - 4940
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016 .....	Vol. XLI - 4985
Memorandum in Support of Valiant Idaho, LLC's Motion for Order of Sale of Real Property – filed 06/22/2016	Vol. XLI - 4997
Objection to Valiant Idaho's Second Motion for an Order of Sale of Real Property – filed 06/29/2016 .....	Vol. XLI - 5015
Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....	Vol. XLI - 5019
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....	Vol. XLII - 5058
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....	Vol. XLIII - 5190
Order Requiring Submissions – filed 07/14/2016 .....	Vol. XLIII - 5264
Order Vacating Judgment – filed 07/14/2016 .....	Vol. XLIII - 5266
Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016 .....	Vol. XLIII - 5268
Order re: Sale of Real Property – filed 07/14/2016 .....	Vol. XLIII - 5270
JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016 .....	Vol. XLIII - 5274
Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016 .....	Vol. XLIII - 5303

JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016	Vol. XLIV - 5306
Decree of Foreclosure – filed 07/20/2016.....	Vol. XLIV - 5317
Decree of Foreclosure (Continued) – filed 07/20/2016 .....	Vol. XLV - 5413
VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016 .....	Vol. XLV - 5503
JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016	Vol. XLV - 5521
Order Denying JV, LLC's Request for Oral Argument – filed 08/03/2016.....	Vol. XLV - 5540
VP, Inc.'s Motion for a New Trial – filed 08/03/2016.....	Vol. XLV - 5542
VP, Inc.'s Motion for New Trial – filed 08/03/2016 .....	Vol. XLV - 5544
Memorandum in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLV - 5546
Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016.....	Vol. XLVI - 5550
VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016	Vol. XLVI - 5553
Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016.....	Vol. XLVI - 5555
Order Denying VP, Inc.'s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016	Vol. XLVI - 5575
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016	Vol. XLVI - 5577
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016	Vol. XLVI - 5584
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 ..	Vol. XLVI - 5591
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016.....	Vol. XLVI - 5673
Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 .....	Vol. XLVI - 5682
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 .....	Vol. XLVII - 5685
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016.....	Vol. XLVII - 5714
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016.....	Vol. XLVII - 5728
Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016.....	Vol. XLVII - 5746

Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016	Vol. XLVII - 5770
Reply Memorandum to Valiant's Opposition to Motion for New Trial – filed 08/15/2016	Vol. XLVII - 5787
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016	Vol. XLVII - 5793
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016	Vol. XLVIII - 5815
Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016	Vol. XLVIII - 5829
Judgment re: Costs and Attorneys' Fees – filed 08/22/2016	Vol. XLVIII - 5844
JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5847
Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5868
Defendant VP, Inc.'s and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Sanctions – filed 08/24/2016	Vol. XLVIII - 5886
Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016	Vol. XLVIII - 5906
JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016	Vol. XLVIII - 5920
Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016	Vol. XLVIII - 5925
Notice of Appeal (NIR) – filed 09/09/2016	Vol. IL - 5941
Notice of Appeal (NIR) (Continued) – filed 09/09/2016	Vol. L - 6041
Notice of Appeal by JV, LLC – filed 09/20/2016	Vol. LI - 6137
Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016	Vol. LII - 6267
Writ of Execution – filed 09/21/2016	Vol. LII - 6318
Writ of Execution (Continued) – filed 09/21/2016	Vol. LIII - 6396
Sheriff's Service on Writ of Execution – filed 09/21/2016	Vol. LIII - 6507
Notice of Levy Under Writ of Execution – filed 09/21/2016	Vol. LIII - 6508
Notice of Sheriff's Sale – filed 09/21/2016	Vol. LIV - 6531
Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6562
Memorandum in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6566
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6573

Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016 .....	Vol. LIV - 6578
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016 .....	Vol. LIV - 6581
JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016 .....	Vol. LIV - 6589
VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016 .....	Vol. LIV - 6597
Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016 .....	Vol. LIV - 6603
Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016 .....	Vol. LIV - 6608
Writ of Execution – filed 10/05/2016 .....	Vol. LIV - 6611
Writ of Execution (Continued) – filed 10/05/2016 .....	Vol. LV - 6667
Writ of Execution (Continued) – filed 10/05/2016 .....	Vol. LVI - 6801
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....	Vol. LVI - 6804
Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....	Vol. LVI - 6806
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016 .....	Vol. LVI - 6812
Writ of Execution Against JV, LLC – filed 10/06/2016 .....	Vol. LVI - 6814
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....	Vol. LVI - 6820
Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....	Vol. LVI - 6822
Notice of Appeal (VP, Inc.) – filed 10/06/2016 .....	Vol. LVI - 6828
Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016 .....	Vol. LVII - 6932
Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016 .....	Vol. LVII - 7031
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....	Vol. LVIII - 7071
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....	Vol. LIX - 7212
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016 .....	Vol. LIX - 7230
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016 .....	Vol. LIX - 7238
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7253
Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7255

Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7258
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7260
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7263
Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....	Vol. LIX - 7265
Valiant Idaho, LLC’s Request for Additional Transcript and Record on Appeal – filed 10/20/2016 .....	Vol. LIX - 7268
Valiant Idaho, LLC’s Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016.....	Vol. I - 7279
Notice of Levy (268811) – filed 10/31/2016 .....	Vol. LIX - 7283
Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016.....	Vol. LIX - 7285
Notice of Sheriff’s Sale (268812) – filed 10/31/2016.....	Vol. LIX - 7288
Notice of Levy (268813) – filed 10/31/2016 .....	Vol. LIX - 7291
Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016 .....	Vol. LIX - 7294
Notice of Sheriff’s Sale (268814) – filed 10/31/2016.....	Vol. LIX - 7297
Notice of Levy (268815) – filed 10/31/2016 .....	Vol. LIX - 7300
Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016 .....	Vol. LIX - 7303
Notice of Sheriff’s Sale (268816) – filed 10/31/2016.....	Vol. LIX - 7306
Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016 .....	Vol. LIX - 7309
JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016.....	Vol. LIX - 7311
JV, LLC’s Third Party Claim (Idaho Code 11-203) – filed 11/02/2016.....	Vol. LX - 7341
Notice of Hearing – filed 11/03/2016 .....	Vol. LX - 7357
Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7361
Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016.....	Vol. LX - 7364
Motion to Shorten Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7369
Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7372
Valiant Idaho, LLC’s Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7375

Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016	Vol. LX - 7378
Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7387
Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7392
Order re: JV, LLC's Third Party Claim and Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7399
Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016	Vol. LX - 7402
Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016	Vol. LX - 7411
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016	Vol. LX - 7413
Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016	Vol. LX - 7424
Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016	Vol. LX - 7426
Withdrawal of Application for Stay - filed 11/22/2016	Vol. LX - 7436
Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016	Vol. LX - 7438
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016	Vol. LX - 7442
JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016	Vol. LX - 7447
Order Imposing Rule 11 Sanctions – filed 12/06/2016	Vol. LX - 7458
Judgment re: Rule 11 Sanctions – filed 12/06/2016	Vol. LX - 7462
Writ of Execution – filed 12/22/2016	Vol. LXI - 7464
Writ of Execution (Continued) – filed 12/22/2016	Vol. LXII - 7594
Notice of Levy Under Writ of Execution – filed 12/22/2016	Vol. LXII - 7657
Sheriff's Return on Sale – filed 12/22/2016	Vol. LXII - 7680
Sheriff's Return on Writ of Execution – filed 12/22/2016	Vol. LXII - 7714
Notice of Sheriff's Sale – filed 12/22/2016	Vol. LXIII - 7715
Sheriff's Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016	Vol. LXII - 7747
Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016	Vol. LXII - 7750
Sheriff's Certificate of Sale (Idaho Club – Parcel 5) – filed 12/22/2016	Vol. LXII - 7754
Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016	Vol. LXII - 7761
Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016	Vol. LXII - 7764

Sheriff's Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016 .....	Vol. LXII - 7767
Sheriff's Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016 .....	Vol. LXII - 7770
Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016 .....	Vol. LXII - 7773
Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016 .....	Vol. LXII - 7776
Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016 .....	Vol. LXII - 7779
Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016 .....	Vol. LXII - 7782
Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016 .....	Vol. LXII - 7785
Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016 .....	Vol. LXII - 7788
Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016 .....	Vol. LXII - 7791
Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016 .....	Vol. LXII - 7795
Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016 .....	Vol. LXII - 7798
Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016 .....	Vol. LXII - 7801
Sheriff's Certificate of Sale (Idaho Club – Parcel 23) – filed 12/22/2016 .....	Vol. LXII - 7804
Sheriff's Certificate of Sale (Idaho Club – Parcel 24) – filed 12/22/2016 .....	Vol. LXII - 7807
Sheriff's Certificate of Sale (Idaho Club – Parcel 25) – filed 12/22/2016 .....	Vol. LXII - 7810
Sheriff's Certificate of Sale (Idaho Club – Parcel 26) – filed 12/22/2016 .....	Vol. LXII - 7813
Sheriff's Certificate of Sale (Idaho Club – Parcel 27) – filed 12/22/2016 .....	Vol. LXII - 7816
Sheriff's Certificate of Sale (Idaho Club – Parcel 28) – filed 12/22/2016 .....	Vol. LXII - 7819
Sheriff's Certificate of Sale (Idaho Club – Parcel 29) – filed 12/22/2016 .....	Vol. LXII - 7822
Sheriff's Certificate of Sale (Idaho Club – Parcel 30) – filed 12/22/2016 .....	Vol. LXII - 7825
Sheriff's Certificate of Sale (Idaho Club – Parcel 31) – filed 12/22/2016 .....	Vol. LXII - 7828
Sheriff's Certificate of Sale (Idaho Club – Parcel 32) – filed 12/22/2016 .....	Vol. LXII - 7831
Sheriff's Certificate of Sale (Idaho Club – Parcel 33) – filed 12/22/2016 .....	Vol. LXII - 7834
Sheriff's Certificate of Sale (Idaho Club – Parcel 34) – filed 12/22/2016 .....	Vol. LXII - 7837
Sheriff's Certificate of Sale (Idaho Club – Parcel 35) – filed 12/22/2016 .....	Vol. LXII - 7840
Sheriff's Certificate of Sale (Idaho Club – Parcel 36) – filed 12/22/2016 .....	Vol. LXII - 7843
Sheriff's Certificate of Sale (Idaho Club – Parcel 37) – filed 12/22/2016 .....	Vol. LXII - 7846
Sheriff's Certificate of Sale (Idaho Club – Parcel 38) – filed 12/22/2016 .....	Vol. LXII - 7849
Sheriff's Certificate of Sale (Idaho Club – Parcel 39) – filed 12/22/2016 .....	Vol. LXIV - 7852



Sheriff's Certificate of Sale (Idaho Club – Parcel 40) – filed 12/22/2016 .....	Vol. LXIV - 7855
Sheriff's Certificate of Sale (Idaho Club – Parcel 41) – filed 12/22/2016 .....	Vol. LXIV - 7858
Sheriff's Certificate of Sale (Idaho Club – Parcel 42) – filed 12/22/2016 .....	Vol. LXIV - 7861
Sheriff's Certificate of Sale (Idaho Club – Parcel 43) – filed 12/22/2016 .....	Vol. LXIV - 7864
Sheriff's Certificate of Sale (Idaho Club – Parcel 44) – filed 12/22/2016 .....	Vol. LXIV - 7867
Sheriff's Certificate of Sale (Idaho Club – Parcel 45) – filed 12/22/2016 .....	Vol. LXIV - 7870
Sheriff's Certificate of Sale (Idaho Club – Parcel 46) – filed 12/22/2016 .....	Vol. LXIV - 7873
Sheriff's Certificate of Sale (Idaho Club – Parcel 47) – filed 12/22/2016 .....	Vol. LXIV - 7876
Sheriff's Certificate of Sale (Idaho Club – Parcel 48) – filed 12/22/2016 .....	Vol. LXIV - 7879
Sheriff's Certificate of Sale (Idaho Club – Parcel 49) – filed 12/22/2016 .....	Vol. LXIV - 7881
Sheriff's Certificate of Sale (Idaho Club – Parcel 50) – filed 12/22/2016 .....	Vol. LXIV - 7884
Sheriff's Certificate of Sale (Idaho Club – Parcel 51) – filed 12/22/2016 .....	Vol. LXIV - 7887
Sheriff's Certificate of Sale (Idaho Club – Parcel 52) – filed 12/22/2016 .....	Vol. LXIV - 7890
Sheriff's Certificate of Sale (Idaho Club – Parcel 53) – filed 12/22/2016 .....	Vol. LXIV - 7893
Sheriff's Certificate of Sale (Idaho Club – Parcel 54) – filed 12/22/2016 .....	Vol. LXIV - 7896
Sheriff's Certificate of Sale (Idaho Club – Parcel 55) – filed 12/22/2016 .....	Vol. LXIV - 7899
Sheriff's Certificate of Sale (Idaho Club – Parcel 56) – filed 12/22/2016 .....	Vol. LXIV - 7902
Sheriff's Certificate of Sale (Idaho Club – Parcel 57) – filed 12/22/2016 .....	Vol. LXIV - 7905
Sheriff's Certificate of Sale (Idaho Club – Parcel 58) – filed 12/22/2016 .....	Vol. LXIV - 7908
Sheriff's Certificate of Sale (Idaho Club – Parcel 59) – filed 12/22/2016 .....	Vol. LXIV - 7911
Sheriff's Certificate of Sale (Idaho Club – Parcel 60) – filed 12/22/2016 .....	Vol. LXIV - 7914
Sheriff's Certificate of Sale (Idaho Club – Parcel 61) – filed 12/22/2016 .....	Vol. LXIV - 7917
Sheriff's Certificate of Sale (Idaho Club – Parcel 62) – filed 12/22/2016 .....	Vol. LXIV - 7920
Sheriff's Certificate of Sale (Idaho Club – Parcel 63) – filed 12/22/2016 .....	Vol. LXIV - 7923
Sheriff's Certificate of Sale (Idaho Club – Parcel 64) – filed 12/22/2016 .....	Vol. LXIV - 7926
Sheriff's Certificate of Sale (Idaho Club – Parcel 65) – filed 12/22/2016 .....	Vol. LXIV - 7929
Sheriff's Certificate of Sale (Idaho Club – Parcel 66) – filed 12/22/2016 .....	Vol. LXIV - 7932
Sheriff's Certificate of Sale (Idaho Club – Parcel 67) – filed 12/22/2016 .....	Vol. LXIV - 7935
Sheriff's Certificate of Sale (Idaho Club – Parcel 68) – filed 12/22/2016 .....	Vol. LXIV - 7938

Sheriff's Certificate of Sale (Idaho Club – Parcel 69) – filed 12/22/2016 .....	Vol. LXIV - 7942
Sheriff's Certificate of Sale (Idaho Club – Parcel 70) – filed 12/22/2016 .....	Vol. LXIV - 7945
Sheriff's Certificate of Sale (Idaho Club – Parcel 71) – filed 12/22/2016 .....	Vol. LXIV - 7950
Sheriff's Certificate of Sale (Idaho Club – Parcel 72) – filed 12/22/2016 .....	Vol. LXIV - 7954
Sheriff's Certificate of Sale (Idaho Club – Parcel 73) – filed 12/22/2016 .....	Vol. LXIV - 7957
Sheriff's Certificate of Sale (Idaho Club – Parcel 74) – filed 12/22/2016 .....	Vol. LXIV - 7960
Sheriff's Certificate of Sale (Idaho Club – Parcel 75) – filed 12/22/2016 .....	Vol. LXIV - 7963
Sheriff's Certificate of Sale (Idaho Club – Parcel 76) – filed 12/22/2016 .....	Vol. LXIV - 7966
Sheriff's Certificate of Sale (Idaho Club – Parcel 77) – filed 12/22/2016 .....	Vol. LXIV - 7969
Sheriff's Certificate of Sale (Idaho Club – Parcel 78) – filed 12/22/2016 .....	Vol. LXIV - 7972
Sheriff's Certificate of Sale (Idaho Club – Parcel 79) – filed 12/22/2016 .....	Vol. LXIV - 7975
Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016 .....	Vol. LXIV - 7978
Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016 .....	Vol. LXIV - 7981
Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016 .....	Vol. LXIV - 7984
Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016 .....	Vol. LXV - 7987
Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016 .....	Vol. LXV - 7990
Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016 .....	Vol. LXV - 7993
Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016 .....	Vol. LXV - 7996
Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016 .....	Vol. LXV - 7999
Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016 .....	Vol. LXV - 8002
Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016 .....	Vol. LXV - 8005
Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016 .....	Vol. LXV - 8008
Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016 .....	Vol. LXV - 8011
Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016 .....	Vol. LXV - 8014
Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016 .....	Vol. LXV - 8017
Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016 .....	Vol. LXV - 8020
Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016 .....	Vol. LXV - 8023
Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016 .....	Vol. LXV - 8027
Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016 .....	Vol. LXV - 8030

Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016 .....	Vol. LXV - 8033
Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016 .....	Vol. LXV - 8036
Sheriff's Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016 .....	Vol. LXV - 8039
Sheriff's Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016 .....	Vol. LXV - 8042
Sheriff's Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016 .....	Vol. LXV - 8045
Sheriff's Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016 .....	Vol. LXV - 8048
Sheriff's Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016 .....	Vol. LXV - 8051
Sheriff's Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016 .....	Vol. LXV - 8054
Sheriff's Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016 .....	Vol. LXV - 8057
Sheriff's Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016 .....	Vol. LXV - 8060
Sheriff's Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016 .....	Vol. LXV - 8063
Sheriff's Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016 .....	Vol. LXV - 8066
Sheriff's Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016 .....	Vol. LXV - 8069
Sheriff's Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016 .....	Vol. LXV - 8072
Sheriff's Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016 .....	Vol. LXV - 8075
Sheriff's Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016 .....	Vol. LXV - 8078
Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016 .....	Vol. LXV - 8081
Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016 .....	Vol. LXV - 8084
Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016 .....	Vol. LXV - 8087
Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016 .....	Vol. LXV - 8090
Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016 .....	Vol. LXV - 8093
Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016 .....	Vol. LXV - 8097
Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016 .....	Vol. LXV - 8100
Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016 .....	Vol. LXV - 8103
Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016 .....	Vol. LXV - 8106
Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016 .....	Vol. LXV - 8109
Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016 .....	Vol. LXV - 8112
Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016 .....	Vol. LXV - 8115
Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016 .....	Vol. LXV - 8118

Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016 .....	Vol. LXV - 8121
Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016 .....	Vol. LXVI - 8124
Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016 .....	Vol. LXVI - 8127
Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016 .....	Vol. LXVI - 8130
Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016 .....	Vol. LXVI - 8133
Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016 .....	Vol. LXVI - 8136
Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016 .....	Vol. LXVI - 8139
Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016 .....	Vol. LXVI - 8142
Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016 .....	Vol. LXVI - 8145
Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016 .....	Vol. LXVI - 8148
Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016 .....	Vol. LXVI - 8151
Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016 .....	Vol. LXVI - 8154
Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016 .....	Vol. LXVI - 8157
Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016 .....	Vol. LXVI - 8160
Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016 .....	Vol. LXVI - 8163
Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016 .....	Vol. LXVI - 8166
Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016 .....	Vol. LXVI - 8169
Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016 .....	Vol. LXVI - 8172
Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016 .....	Vol. LXVI - 8175
Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016 .....	Vol. LXVI - 8178
Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016 .....	Vol. LXVI - 8181
Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016 .....	Vol. LXVI - 8184
Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016 .....	Vol. LXVI - 8187
Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016 .....	Vol. LXVI - 8190
Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016 .....	Vol. LXVI - 8193
Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016 .....	Vol. LXVI - 8196
Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016 .....	Vol. LXVI - 8199
Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016 .....	Vol. LXVI - 8202
Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016 .....	Vol. LXVI - 8205

Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016 .....	Vol. LXVI - 8208
Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016 .....	Vol. LXVI - 8211
Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016 .....	Vol. LXVI - 8214
Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016 .....	Vol. LXVI - 8219
Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016 .....	Vol. LXVI - 8223
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017 .....	Vol. I - 8228
Writ of Execution Against JV, LLC – filed 01/09/2017 .....	Vol. LXVI - 8232
Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017 .....	Vol. LXVI - 8235
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017 .....	Vol. LXVII - 8254
Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017 .....	Vol. LXVII - 8262
Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....	Vol. LXVII - 8268
Memorandum in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....	Vol. LXVII - 8271
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....	Vol. LXVII - 8279
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....	Vol. LXVIII - 8385
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....	Vol. LXIX - 8507
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....	Vol. LXX - 8634
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017 .....	Vol. LXX - 8709
Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017 .....	Vol. LXX - 8737
Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017 .....	Vol. LXX - 8743
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8746
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8756

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 .....	Vol. LXXI - 8770
Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 .....	Vol. LXXI - 8801
Order re: JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017	Vol. LXXI - 8822
Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 .....	Vol. LXXI - 8827
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017.....	Vol. LXXI - 8841
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017.....	Vol. LXXI - 8845
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXII - 8908
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXIII - 9044
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXIV - 9180
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXV - 9318
Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 .....	Vol. LXXV - 9328
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017	Vol. LXXV - 9341
Writ of Assistance – filed 03/06/2017 .....	Vol. LXXV - 9361
Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 .....	Vol. LXXV - 9386
Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017	Vol. LXXV - 9388
Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 .	Vol. LXXV - 9394
Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....	Vol. LXXV - 9399
Memorandum in Support of Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....	Vol. LXXV - 9402

Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....	Vol. LXXV - 9409
Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017 .....	Vol. LXXV - 9413
Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017 .....	Vol. LXXV - 9415
Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017 .....	Vol. LXXV - 9418
Order on Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017 .....	Vol. LXXV - 9421
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017 .....	Vol. LXXV - 9424
Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017 .....	Vol. LXXV - 9436
Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017 .....	Vol. LXXV - 9446
Writ of Execution Against JV, LLC – filed 04/06/2017 .....	Vol. LXXVI - 9448
Notice to Counsel – filed 04/06/2017 .....	Vol. LXXVI - 9453
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....	Vol. LXXVI - 9455
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....	Vol. LXXVII - 9573
Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....	Vol. LXXVII - 9593
Writ of Assistance – filed 04/11/2017 .....	Vol. LXXVII - 9635
Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017 .....	Vol. LXXVII - 9662
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/12/2017 .....	Vol. LXXVII - 9665
Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9683
Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9686
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9696

Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9703
Order on Valiant Idaho, LLC's Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017 Vol. LXXVII - 9707	
Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017 .....	Vol. LXXVIII - 9711
Motion to Dissolve Temporary Restraining Order – filed 04/13/2017 .....	Vol. LXXVIII - 9714
Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017. Vol. LXXVIII - 9716	
Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 .....	Vol. LXXVIII - 9733
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 .....	Vol. LXXVIII - 9736
Order Granting Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 .....	Vol. LXXVIII - 9742
Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/17/2017 Vol. LXXVIII - 9745	
Declaration of Richard Villelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017 .....	Vol. LXXVIII - 9758
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....	Vol. LXXVIII - 9790
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....	Vol. LXXVIII - 9802
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....	Vol. LXXVIII - 9815
Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017... Vol. LXXVIII - 9819	
Corrected Certificate of Mailing – filed 04/21/2017 .....	Vol. LXXVIII - 9823
Certificate of Mailing – filed 04/21/2017 .....	Vol. LXXVIII - 9824
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/25/2017 Vol. LXXVIII - 9825	
Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017 .....	Vol. LXXVIII - 9836
Notice of Filing Proposed Order – filed 04/26/2017 .....	Vol. LXXVIII - 9838
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017 Vol. LXXIX - 9844	
Order on Valiant Idaho, LLC's Motion for an Injunction Against VP, Incorporated – filed 04/26/2017 Vol. LXXIX - 9853	
Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017 .....	Vol. LXXIX - 9861



Order Granting Injunction – filed 04/28/2017 ..... Vol. LXXIX - 9871

Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017 ..... Vol. LXXIX - 9879

Valiant Idaho, LLC’s Notice of Objection to the Consolidated Clerk’s Record on Appeal – filed 05/02/2017 Vol. LXXIX - 9883

Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017 ..... Vol. LXXIX - 9900

Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017 ..... Vol. LXXIX - 9904

JV, LLC’s Objection to Clerk’s Record and motion to Correct and Make Additions to Clerk’s Record – filed 05/04/2017 Vol. LXXIX - 9907

Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017 ..... Vol. LXXIX - 9928

Amended Notice of Appeal – filed 05/25/2017 ..... Vol. LXXIX - 9931

Clerk’s Certificate of Record – dated XX/XX/2017 ..... Vol. LXXIX - 9947

Clerk’s Certificate of Exhibits – dated 04/28/2017 ..... Vol. LXXIX - 9948

Clerk’s Certificate of Service – dated 04/28/2017 ..... Vol. LXXIX - 9955

## INDEX

Acceptance of Service by VP, Incorporated of Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 10/03/2014 .....	Vol. VII - 908
ACI Northwest, Inc.'s Responsive Pleading to Valiant Idaho, LLC's Counterclaim, Cross-Claim, and Third-Party Complaint for Judicial Foreclosure – filed 09/29/2014 .....	Vol. VII - 904
Acknowledgment of Service of Summons and Complaint (North Idaho Resorts, LLC) – filed 04/07/2010	Vol. II - 199
Acknowledgment of Service of Summons and Complaint (VP Inc.) – filed 04/07/2010 .....	Vol. I - 197
Administrative Order – filed 09/27/2011 .....	Vol. II - 267
Affidavit of Charles Reeves in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014	Vol. V - 551
Affidavit of Charles W. Reeves – filed 01/20/2015 .....	Vol. XVII - 1912
Affidavit of Charles W. Reeves (Continued) – filed 01/20/2015 .....	Vol. XVIII - 2039
Affidavit of Farley Dakan in Support of R.E. Loans, LLC's Motions for Summary Judgment – filed 04/29/2014.	Vol. IV - 532
Affidavit of James Berry on Behalf of JV, LLC – filed 08/26/2015 .....	Vol. XXIX - 3401
Affidavit of James Berry on Behalf of JV, LLC in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/13/2015 .....	Vol. XXXII - 3778
Affidavit of Non-Military Service in Support of Motion for Entry of Default of Amy Korengut – filed 12/08/2014 ..	Vol. XI - 1409
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay – filed 06/26/2013 ..	Vol. III - 343
Affidavit of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013 .....	Vol. III - 365
Affidavit of Service – filed 03/11/2011 .....	Vol. II - 244
Affidavit of Service – filed 10/20/2014 .....	Vol. VIII - 965
Affidavit of Service (First American Title) – filed 10/05/2015 .....	Vol. XXXI - 3729
Affidavit of Service (Sandpoint Title Insurance) – filed 10/05/2015 .....	Vol. XXXI - 3727
Affidavit of Service (Second on First American Title) – filed 10/05/2015 .....	Vol. XXXI - 3731
Affidavit of Stanley J. Tharp in Support of Defendant Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012 .....	Vol. II - 302
Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013 .....	Vol. III - 412

Affidavit of Susan P. Weeks in Support of North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....	Vol. XXVII - 3133
Affidavit of Toby McLaughlin in Support of Third Party Defendant Panhandle Management Incorporated's Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 .....	Vol. IX - 1015
Affidavit of Toby McLaughlin in Support of Third Party Defendant Idaho Club Homeowner's Association Inc.'s Motion to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014 .....	Vol. IX - 1100
Amended Notice of Appeal – filed 05/25/2017 .....	Vol. LXXIX - 9931
Amended Notice of Appeal by JV, LLC IAR 17 (m), Request for Additional Clerk's Transcripts, and Request for Additional Court Reporter's Transcript – filed 01/13/2017 .....	Vol. LXVI - 8235
Amended Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/13/2015 .....	Vol. XXII - 2493
Amended Notice of Trial – filed 10/21/2015 .....	Vol. XXXIII - 3953
Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/15/2014 .....	Vol. VII - 844
Answer, Counterclaims, Cross-claims and Third Party Complaint of Defendant ACI Northwest, Inc. – filed 08/09/2010 .....	Vol. II - 204
Application and Declaration of Richard L. Stacey for Writ of Execution – filed 10/05/2016 .....	Vol. LIV - 6608
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....	Vol. LVI - 6804
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 10/06/2016 .....	Vol. LVI - 6812
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....	Vol. LVI - 6820
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7253
Application and Declaration of Richard L. Stacey for Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7258
Application and Declaration of Richard L. Stacey for Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7263
Application and Declaration of Richard L. Stacey for Writ of Execution Against JV, LLC – filed 01/09/2017 .....	Vol. I - 8228
Assignment of District Court Cases – filed 11/15/2011 .....	Vol. II - 295
Cash Bond posted by JV, LLC \$21,154.60 – posted 11/02/2016 .....	Vol. LIX - 7309
Certificate of Mailing – filed 04/21/2017 .....	Vol. LXXVIII - 9824
Clerk's Certificate of Exhibits – dated 04/28/2017 .....	Vol. LXXIX - 9948
Clerk's Certificate of Record – dated XX/XX/2017 .....	Vol. LXXIX - 9947

Clerk's Certificate of Service – dated 04/28/2017 .....	Vol. LXXIX - 9955
Clerk's Entry of Default (Genesis Golf Builders) – filed 08/15/2013 .....	Vol. III - 389
Clerk's Entry of Default (Genesis Golf Builders) – filed 11/01/2013 .....	Vol. III - 433
Clerk's Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013 .....	Vol. III - 397
Clerk's Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1498
Clerk's Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....	Vol. XXI - 2356
Clerk's Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....	Vol. XII - 1518
Clerk's Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....	Vol. VII - 900
Clerk's Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....	Vol. XII - 1511
Clerk's Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....	Vol. XIII - 1636
Clerk's Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....	Vol. XII - 1504
Clerk's Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....	Vol. XII - 1530
Clerk's Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 .....	Vol. XII - 1524
Clerk's Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/22/2014.....	Vol. VIII - 973
Clerk's Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015	Vol. XXIV - 2777
Clerk's Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....	Vol. XIII - 1642
Clerk's Record on Appeal.....	Vol. I - 2
Complaint – filed 10/13/2009 .....	Vol. I - 172
Complaint for Judicial Foreclosure – filed 11/19/2014 .....	Vol. X - 1242
Corrected Certificate of Mailing – filed 04/21/2017.....	Vol. LXXVIII - 9823
Cross-defendant, VP, Incorporated's Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC's Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/01/2014 .....	Vol. XI - 1377
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Reply to North Idaho Resorts, LLC's and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 .....	Vol. XXXIII - 3906
Declaration of Barney Ng in Support of Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015 .....	Vol. XXXI - 3658
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 .....	Vol. XXIII - 2627

Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....	Vol. XXV - 2926
Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3301
Declaration of Chad M. Nicholson dated October 16, 2015 – filed 10/16/2015.....	Vol. XXXII - 3870
Declaration of Chad M. Nicholson dated October 20, 2015 – filed 10/20/2015.....	Vol. XXXIII - 3914
Declaration of Chad M. Nicholson in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014.....	Vol. IV - 451
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3276
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Reply Memoranda re: Motions <i>In Limine</i> – filed 12/28/2015 .....	Vol. XXXV - 4258
Declaration of Chad M. Nicholson in Support of Valiant Idaho, LLC's Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9736
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015.....	Vol. XXV - 2959
Declaration of Charles W. Reeves in Support of Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3280
Declaration of Daniel Keyes in Support of Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 .....	Vol. LXXI - 8801
Declaration of Daniel M. Keyes in Support of VP and NIR's Opposition to Valiant Idaho's Motion for Sanctions – filed 08/24/2016 .....	Vol. XLVIII - 5868
Declaration of Jason Davis, Bonner County Deputy Sheriff – filed 04/11/2017.....	Vol. LXXVII - 9662
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....	Vol. VII - 884
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014.....	Vol. VIII - 918
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015.....	Vol. XV - 1747
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated (Continued) – filed 01/20/2015.....	Vol. XVI - 1884
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015.....	Vol. XXI - 2342
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 .....	Vol. XXIII - 2612
Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. I - 2751

Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016.....	Vol. XLVII - 5714
Declaration of Pamela Lemieux in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015.....	Vol. XXIV - 2763
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Faxed copy filed 02/22/2017.....	Vol. LXXI - 8841
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – Original filed 02/23/2017.....	Vol. LXXI - 8845
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXII - 8908
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXIII - 9044
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXIV - 9180
Declaration of Richard L. Stacey in Support of Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – Original filed 02/23/2017.....	Vol. LXXV - 9318
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant, Idaho LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014 .....	Vol. V - 674
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014.....	Vol. VI - 674
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 933
Declaration of Richard L. Stacey in Support of Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 946
Declaration of Richard L. Stacey in Support of R.E. Loans, LLC's Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....	Vol. IV - 498
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014.....	Vol. XI - 1387
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 .....	Vol. XI - 1399
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 .....	Vol. XII - 1419
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014.....	Vol. XII - 1434

Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 .....	Vol. XII - 1449
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 .....	Vol. XII - 1464
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014 .....	Vol. XII - 1479
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014 .....	Vol. XIII - 1601
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motions <i>In Limine</i> – filed 12/15/2015	Vol. XXXV - 4057
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....	Vol. XLII - 5058
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....	Vol. XLIII - 5190
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2016 .....	Vol. LIV - 6573
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016 .....	Vol. LX - 7442
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....	Vol. LXVII - 8279
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....	Vol. LXVIII - 8385
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....	Vol. LXIX - 8507
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) (Continued) – filed 02/08/2017 .....	Vol. LXX - 8634
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9696
Declaration of Richard L. Stacey in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....	Vol. LXXVIII - 9802
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Memorandum Responses to VP, Inc.'s and JV, LLC's Objections and Motions to Disallow Memorandum of Costs and Attorney's Fees – filed 08/10/2016 ..	Vol. XLVI - 5591
Declaration of Richard Stacey in Support of Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 .....	Vol. XLVII - 5685
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC and VP, Incorporated – filed 02/04/2015 .....	Vol. XXI - 2392
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion for Order of Sale – filed 08/04/2015..	Vol. XXVI - 2987

Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/26/2015 .....	Vol. XXIX - 3424
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 10/14/2015 .....	Vol. XXXII - 3828
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017 ..	Vol. LXX - 8756
Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment (Continued) – filed 02/17/2017 .....	Vol. LXXI - 8770
Declaration of Richard Vilelli in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 .....	Vol. LXXV - 9394
Declaration of Richard Vilelli in Support of Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/18/2017 .....	Vol. LXXVIII - 9758
Declaration of Sally Mitchell in Support of Supplemental Memorandum Supporting Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016 .....	Vol. LX - 7392
Declaration of Steven B. Cordes, P.E., in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....	Vol. LXXVII - 9593
Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/13/2015	Vol. XXXII - 3791
Declaration of Weeks in Support of VP, Inc.'s Motion for New Trial – filed 08/03/2016 .....	Vol. XLVI - 5550
Declaration of William Haberman in Support of Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 .....	Vol. XXXVII - 4471
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....	Vol. LXXVI - 9455
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 04/11/2017 .....	Vol. LXXVII - 9573
Declaration of William Haberman in Support of Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9703
Declaration of William Haberman in Support of Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017 .....	Vol. LXXVIII - 9815
Decree of Foreclosure – filed 06/22/2016 .....	Vol. XL - 4910
Decree of Foreclosure – filed 07/20/2016 .....	Vol. XLIV - 5317
Decree of Foreclosure – filed 08/05/2015 .....	Vol. XXVI - 3075
Decree of Foreclosure (Continued) – filed 06/22/2016 .....	Vol. XLI - 4940



Decree of Foreclosure (Continued) – filed 07/20/2016 .....	Vol. XLV - 5413
Default Judgment (Genesis Golf Builders) – filed 08/15/2013.....	Vol. III - 383
Default Judgment (Genesis Golf Builders) – filed 08/29/2013 .....	Vol. III - 402
Default Judgment (Genesis Golf Builders) – filed 11/01/2013 .....	Vol. III - 428
Defendant North Idaho Resorts, LLC’s Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/04/2014 .....	Vol. VI - 771
Defendant VP, Inc.’s and NIR, LLC’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Sanctions – filed 08/24/2016 .....	Vol. XLVIII - 5886
Defendant VP, Incorporated’s Request for Extension of Time to Respond to Valiant Idaho, LLC’s Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party – filed 11/12/2014....	Vol. X - 1153
Defendants North Idaho Resorts and VP, Incorporated’s Motion for Judicial Notice of Barney Ng – filed 10/13/2015 .....	Vol. XXXII - 3823
Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment – filed 02/04/2015.....	Vol. XXI - 2359
Defendants North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 10/13/2015.....	Vol. XXXII - 3810
Defendants North Idaho Resorts, LLC and VP Incorporated’s Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/26/2015 .....	Vol. XXIV - 2771
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/16/2015 .....	Vol. XXXII - 3879
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/22/2015.....	Vol. XXXIII - 3990
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Memorandum in Support of Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....	Vol. XXXIII - 3997
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/02/2015 .....	Vol. XXII - 2516
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification – filed 05/11/2015 .....	Vol. XXII - 2598
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015 .....	Vol. XXIV - 2799
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Reply to Plaintiff’s Opposition to North Idaho Resorts, LLC and VP, Inc.’s Renewed Motion for Reconsideration and Clarification – filed 10/13/2015 .....	Vol. XXXI - 3746
Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion to Strike the Declarations of Barney Ng and Chad M. Nicholson – filed 10/22/2015 .....	Vol. XXXIII - 3995
Errata to Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale – filed 08/27/2015 .....	Vol. XXIX - 3487

Errata to Declaration of Susan P. Weeks in Opposition to Valiant's Third Motion for Summary Judgment – filed 10/22/2015 .....	Vol. XXXIII - 3988
Errata to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/15/2017 .....	Vol. LXX - 8737
Findings re: R.E. Loans, LLC's Motions for Summary Judgment Against ACI Northwest, Inc. – filed 07/21/2014 .	Vol. V - 647
Index .....	Vol. I - 34
Judgment – filed 06/22/2016 .....	Vol. XXXVII - 4619
Judgment – filed 07/21/2014 .....	Vol. V - 653
Judgment – filed 08/05/2015 .....	Vol. XXVI - 3082
Judgment (ACI Northwest, Inc.) – filed 02/18/2015 .....	Vol. XXII - 2502
Judgment (Continued) – filed 06/22/2016 .....	Vol. XL - 4806
Judgment (Continued) – filed 06/22/2016 .....	Vol. XXXIX - 4693
Judgment (Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc.) – filed 01/15/2015 .....	Vol. XIV - 1694
Judgment (Pucci Construction, Inc.) – filed 02/18/2015 .....	Vol. XXII - 2499
Judgment re: Costs and Attorneys' Fees – filed 08/22/2016 .....	Vol. XLVIII - 5844
Judgment re: Rule 11 Sanctions – filed 12/06/2016 .....	Vol. LX - 7462
JV, LLC's Amended Exhibit List and Documents – filed 12/22/2015 .....	Vol. XXXV - 4205
JV, LLC's Correction to its Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/25/2016	Vol. XLVIII - 5920
JV, LLC's Defendants Trial Exhibit – filed 08/11/2015 .....	Vol. XXVI - 3088
JV, LLC's First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/27/2015 .....	Vol. XXII - 2505
JV, LLC's Fourth Amended Exhibit List and Documents – filed 03/11/2016 .....	Vol. XXXVII - 4418
JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 02/02/2015 .....	Vol. XIX - 2076
JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment (Continued) – filed 02/02/2015 .....	Vol. XX - 2210
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 11/02/2016 .....	Vol. LIX - 7311
JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit by JV, LLC [IAR 13 (b) 15] – filed 02/14/2017 .....	Vol. LXX - 8709

JV, LLC's Motion to Alter, Amend and Reconsider re: 1. Memorandum Decision and Order 2. Judgment 3. Decree of Foreclosure 4. Order of Sale, and JV, LLC's Memorandum in Support and Request for Hearing – filed 08/02/2016 Vol. XLV - 5521

JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to be Set – filed 04/28/2015 ..... Vol. XXII - 2579

JV, LLC's Motion to Alter, Amend, and Reconsider the Court's Memorandum Decision and Order re: JV, LLC's Motions to Reconsider, and JV, LLC's Motion for Partial Summary Judgment for Affirmative Relief Concerning JV, LLC's Redemption Deed and as to Valiant's Redemption Deed; and Request for Hearing – filed 07/30/2015 Vol. XXV - 2967

JV, LLC's Motion to Reconsider, Alter, and Amend the Judgment [Rule 11 (b) and Rule 52 (b)]; and Request for Hearing – filed 08/18/2015 ..... Vol. XXVI - 3095

JV, LLC's Motion to Strike the Declaration of William Haberman – filed 04/18/2016..... Vol. XXXVII - 4476

JV, LLC's Motion to Vacate Valiant's Hearing Date of February 18, 2015 on its Motion for Summary Judgment, Request for Continuance and Request for Hearing on Short Notice – filed 02/02/2015 ..... Vol. XX - 2331

JV, LLC's Objection and Memorandum in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment and JV, LLC's Motion to Strike Valiant's Third Motion for Summary Judgment and Notice of Hearing for October 23, 2015 at 1:30 p.m. – filed 10/13/2015..... Vol. XXXII - 3748

JV, LLC's Objection and Motion to Disallow Valiant's Memorandum of Fees and Costs – filed 07/18/2016 Vol. XLIV - 5306

JV, LLC's Objection to Clerk's Record and motion to Correct and Make Additions to Clerk's Record – filed 05/04/2017 ..... Vol. LXXIX - 9907

JV, LLC's Objection to Entry of Final Judgment – as Drafted by Valiant; and Request for a Hearing – filed 07/07/2015 ..... Vol. XXIV - 2847

JV, LLC's Objection to Valiant's Motion for Relief from Automatic Stay and Memorandum in Support – filed 09/26/2016..... Vol. LIV - 6589

JV, LLC's Objection to Valiant's Motion *In Limine* – filed 12/23/2015 ..... Vol. XXXV - 4233

JV, LLC's Post Trial Memorandum and Argument – filed 05/12/2016 ..... Vol. XXXVII - 4489

JV, LLC's Proposed Judgment and Decree of Foreclosure and JV, LLC's Request for Additional Time of at Least 14 Days – filed 07/15/2016..... Vol. XLIII - 5274

JV, LLC's Request for Clerk's Minutes and Reporter's Typed Transcript of Entire Proceeding Including the District Court's Remarks and Rulings in Open Court on September 2, 2015 – filed 09/08/2015 ..... Vol. XXX - 3533

JV, LLC's Response to Valiant's Most Recent "Filings" and JV, LLC's Objection Thereto – filed 10/21/2015 ..... Vol. XXXIII - 3972

JV, LLC's Response to Valiant's Motion to Strike Inadmissible Evidence – filed 10/19/2015 ..... Vol. XXXIII - 3884

JV, LLC's Response, Objection and Opposition to Plaintiff's Motion for Sanctions – filed 08/24/2016 ..... Vol. XLVIII - 5847

JV, LLC's Second Amended Exhibit List and Documents – filed 01/22/2016 ..... Vol. XXXVI - 4363

JV, LLC's Special Appearance Contesting Jurisdiction; and JV, LLC's Answer to Complaint; and JV, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure; and JV, LLC's Cross-claim; and JV, LLC's Third Party Complaint – filed 09/15/2014 .....	Vol. VII - 784
JV, LLC's Third Amended Exhibit List and Documents – filed 01/26/2016 .....	Vol. XXXVI - 4404
JV, LLC's Third Party Claim (Idaho Code 11-203) – filed 11/02/2016 .....	Vol. LX - 7341
JV, LLC's Trial Memorandum – filed 01/22/2016 .....	Vol. XXXVI - 4316
JV's Affidavit of James W. Berry Opposing Valiant's Motion for Summary Judgment – filed 02/02/2015...Vol. XX - 2323	
JV's Objection, and Motion to Disallow Valiant's Memorandum of Attorney Costs and Fees – filed 12/02/2016 Vol. LX - 7447	
JV's Reply to Valiant's Memorandum in Opposition to JV's Motion filed on 07/21/2015, and Motions to Strike – filed 08/31/2015 .....	Vol. XXIX - 3499
JV's Supplemental Motion to Alter, Amend, Set Aside the Judgment, Based on Valiant's Motions to Change the Order of Sale and Change the Decree of Foreclosure Pursuant to Rules 11 (b); 52 (b) and Rule 60 and Notice of Hearing – filed 08/26/2015 .....	Vol. XXIX - 3386
Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 04/14/2015 .....	Vol. XXII - 2560
Memorandum Decision & Order re: Motions Heard on October 23, 2015 – filed 10/30/2015 .....	Vol. XXXIII - 4000
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider – filed 08/16/2016 .....	Vol. XLVII - 5793
Memorandum Decision and Order Denying JV, LLC's and VP, Incorporated's Motions to Alter, Amend and Reconsider (Continued) – filed 08/16/2016 .....	Vol. XLVIII - 5815
Memorandum Decision and Order Granting in Part Reconsideration of the July 21, 2015 Memorandum Decision & Order – filed 09/04/2015.....	Vol. XXX - 3527
Memorandum Decision and Order Granting Motion for Entry of Final Judgment – filed 06/23/2015 .....	Vol. XXIV - 2791
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 10/07/2016.....	Vol. LIX - 7230
Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/06/2017 Vol. LXXV - 9341	
Memorandum Decision and Order re: 1) JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated's Motions to Reconsider 2) Valiant's Request for Entry of Proposed Final Judgment and Decree of Foreclosure and Sale – filed 07/21/2015 .....	Vol. XXIV - 2856
Memorandum Decision and Order re: Court Trial held on January 28 and 29, and March 16 and 17, 2016 – filed 05/27/2016 .....	Vol. XXXVII - 4589
Memorandum Decision Order Awarding Costs and Attorney's Fees to Valiant Idaho, LLC – filed 08/22/2016 .....	Vol. XLVIII - 5829

Memorandum Decision Order Denying Valiant Idaho, LLC's Motion for Sanctions – filed 08/29/2016.....	Vol. XLVIII - 5925
Memorandum Decision Order Denying VP, Inc.'s Motion for New Trial – filed 08/25/2016.....	Vol. XLVIII - 5906
Memorandum Decision Order Granting Valiant Idaho, LLC's Motion for Sanctions – filed 11/14/2016 .	Vol. LX - 7402
Memorandum Decision re: Valiant Idaho, LLC's Motion to Clarify – filed 04/27/2017 .....	Vol. LXXIX - 9861
Memorandum in Opposition to Defendant JV, LLC's Motion to Vacate Valiant's Hearing on October 23, 2015 – filed 10/20/2015 .....	Vol. XXXIII - 3900
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 04/14/2015 – filed 07/06/2015 .....	Vol. XXIV - 2820
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider filed 08/18/2015 – filed 08/25/2015 .....	Vol. XXVIII - 3367
Memorandum in Opposition to JV, LLC's Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order dated July 21, 2015 – filed 08/26/2015 .....	Vol. XXVIII - 3376
Memorandum in Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification – filed 07/06/2015.....	Vol. XXIV - 2804
Memorandum in Opposition to VP, Incorporated's Motion to Dismiss Third Party Complaint or, in the Alternative, Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 .....	Vol. VIII - 982
Memorandum in Reply to Defendant JV, LLC's Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015 .....	Vol. XXXIII - 3892
Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....	Vol. XXII - 2519
Memorandum in Reply to North Idaho Resorts, Inc. and VP, Incorporated's Opposition to Valiant, Idaho, LLC's Third Motion for Summary Judgment – filed 10/20/2015.....	Vol. XXXIII - 3924
Memorandum in Reply to North Idaho Resorts, LLC and VP, Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015 .....	Vol. XXII - 2547
Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/22/2017 .....	Vol. LXXI - 8827
Memorandum in Reply to VP, Inc.'s Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/23/2017 .....	Vol. LXXV - 9328
Memorandum in Reply to: (1) JV, LLC's Objection; and (2) VP, Inc. and North Idaho Resorts, LLC's Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/29/2016 .....	Vol. LIV - 6603
Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 .....	Vol. LXXV - 9388
Memorandum in Support of Motion to Dissolve Temporary Restraining Order – filed 04/14/2017.	Vol. LXXVIII - 9716
Memorandum in Support of R.E. Loans, LLC's Motion to Lift Automatic Stay (Mortgage Fund '08 LLC) – filed 06/26/2013 .....	Vol. III - 339

Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 06/16/2015.....	Vol. XXIV - 2783
Memorandum in Support of Valiant Idaho, LLC’s Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution – filed 11/03/2016 .....	Vol. LX - 7364
Memorandum in Support of Valiant Idaho, LLC’s Motion for an Order of Sale of Real Property – filed 07/22/2015	Vol. XXV - 2912
Memorandum in Support of Valiant Idaho, LLC’s Motion for Entry of Final Judgment – filed 05/20/2015 ...	Vol. XXII - 2605
Memorandum in Support of Valiant Idaho, LLC’s Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 .....	Vol. XI - 1371
Memorandum in Support of Valiant Idaho, LLC’s Motion for Order of Sale of Real Property – filed 06/22/2016 .....	Vol. XLI - 4997
Memorandum in Support of Valiant Idaho, LLC’s Motion for Relief from Automatic Stay – filed 09/21/2016	Vol. LIV - 6566
Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....	Vol. XIV - 1725
Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 .....	Vol. XXXIV - 4036
Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc.(Continued) – filed 12/15/2015.....	Vol. XXXV - 4036
Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXV - 4051
Memorandum in Support of Valiant Idaho, LLC’s Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3253
Memorandum in Support of Valiant Idaho, LLC’s Motion to Amend Decree of Foreclosure – filed 08/19/2015 .....	Vol. XXVII - 3244
Memorandum in Support of Valiant Idaho, LLC’s Motion to Clarify Court’s Memorandum Decision and Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 03/20/2017 .....	Vol. LXXV - 9402
Memorandum in Support of Valiant Idaho, LLC’s Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....	Vol. LXVII - 8271
Memorandum in Support of Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/09/2015 .....	Vol. XXXI - 3737
Memorandum in Support of Valiant Idaho, LLC’s Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....	Vol. XXXIII - 3945
Memorandum in Support of Valiant Idaho, LLC’s Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXXI - 3627
Memorandum in Support of VP, Inc.’s Motion for New Trial – filed 08/03/2016.....	Vol. XLV - 5546

Memorandum in Support of VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/04/2016 .....	Vol. XLVI - 5555
Memorandum in Support of VP, Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016 .	Vol. XXXVII - 4484
Motion for Enlargement of Time to File North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015 .....	Vol. XXXIII - 3986
Motion for Leave to Amend Answer to Allege a Counterclaim and Cross-claim, and to Serve Third Party Complaint – filed 11/05/2014 .....	Vol. VIII - 977
Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/07/2017 .....	Vol. LXXV - 9386
Motion for Reconsideration and Clarification – filed 04/29/2015 .....	Vol. XXII - 2596
Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/10/2016 .....	Vol. XLVI - 5682
Motion to Dissolve Temporary Restraining Order – filed 04/13/2017 .....	Vol. LXXVIII - 9714
Motion to Enlarge Time to Respond to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/17/2017 .....	Vol. LXXVIII - 9733
Motion to Shorten Time to Have Heard Valiant Idaho, LLC's (1) Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7369
Motion to Shorten Time to Have Heard Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015 .....	Vol. XXXIII - 3911
Motion to Strike Memoranda and Declarations/Affidavits in Opposition to Valiant Idaho, LLC's Third Motion for Summary Judgment or, in the Alternative, Motion for Extension of Time to File Reply Memoranda – filed 10/16/2015 .....	Vol. XXXII - 3864
Motion to Substitute Valiant Idaho, LLC in Place of Mortgage Fund '08 LLC as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 928
Motion to Substitute Valiant Idaho, LLC in Place of Pensco Trust Co, as the Real Party in Interest – filed 10/06/2014 .....	Vol. VIII - 941
Motion to Substitute Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 07/21/2014 .....	Vol. V - 656
Motion to Substitute Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 08/18/2014 .....	Vol. V - 670
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Opposition to Valiant Idaho's Motion to Amend Degree of Foreclosure and Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/26/2015 .	Vol. XXIX - 3413
North Idaho Resorts, LLC and VP, Inc.'s Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....	Vol. XXVII - 3116
North Idaho Resorts, LLC and VP, Inc.'s Motion to Reconsider and Motion to Alter and Amend Judgment – filed 08/19/2015 .....	Vol. XXVII - 3114

North Idaho Resorts, LLC and VP, Inc.'s Reply Memorandum in Support of Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/22/2015 .....	Vol. XXXIII - 3982
North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 09/19/2014 .....	Vol. VII - 860
North Idaho Resorts, LLC's Motion for Entry of Default (Genesis Golf Builders) – filed 10/25/2013 .....	Vol. III - 407
Notice of Amended Appeal (NIR, LLC) – filed 10/06/2016 .....	Vol. LVII - 7031
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....	Vol. LVIII - 7071
Notice of Amended Appeal (NIR, LLC) (Continued) – filed 10/06/2016 .....	Vol. LIX - 7212
Notice of Appeal (NIR) – filed 09/09/2016 .....	Vol. II - 5941
Notice of Appeal (NIR) (Continued) – filed 09/09/2016 .....	Vol. L - 6041
Notice of Appeal (VP, Inc.) – filed 10/06/2016 .....	Vol. LVI - 6828
Notice of Appeal (VP, Inc.) (Continued) – filed 10/06/2016 .....	Vol. LVII - 6932
Notice of Appeal by JV, LLC – filed 09/20/2016.....	Vol. LI - 6137
Notice of Appeal by JV, LLC (Continued) – filed 09/20/2016 .....	Vol. LII - 6267
Notice of Appearance – filed 09/29/2011 .....	Vol. II - 290
Notice of Appearance – filed 10/14/2010 .....	Vol. II - 233
Notice of Change of Firm Affiliation – filed 07/18/2014.....	Vol. V - 643
Notice of Denial of Oral Argument for Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/23/2016 .....	Vol. LIV - 6578
Notice of Filing Proposed Order – filed 04/26/2017 .....	Vol. LXXVIII - 9838
Notice of Hearing – filed 11/03/2016 .....	Vol. LX - 7357
Notice of Hearing on North Idaho Resorts, LLC and VP, Inc.'s Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017 .....	Vol. LXXVIII - 9836
Notice of Hearing on Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....	Vol. XVIII - 2070
Notice of Hearing on Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVIII - 3329
Notice of Hearing on Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....	Vol. LXXV - 9409
Notice of Levy (268811) – filed 10/31/2016 .....	Vol. LIX - 7283
Notice of Levy (268813) – filed 10/31/2016 .....	Vol. LIX - 7291
Notice of Levy (268815) – filed 10/31/2016 .....	Vol. LIX - 7300



Notice of Levy Under Writ of Execution – filed 09/21/2016 .....	Vol. LIII - 6508
Notice of Levy Under Writ of Execution – filed 12/22/2016 .....	Vol. LXII - 7657
Notice of Sheriff's Sale – filed 09/21/2016 .....	Vol. LIV - 6531
Notice of Sheriff's Sale – filed 12/22/2016 .....	Vol. LXIII - 7715
Notice of Sheriff's Sale (268812) – filed 10/31/2016.....	Vol. LIX - 7288
Notice of Sheriff's Sale (268814) – filed 10/31/2016.....	Vol. LIX - 7297
Notice of Sheriff's Sale (268816) – filed 10/31/2016.....	Vol. LIX - 7306
Notice of Special Appearance – filed 08/21/2015 .....	Vol. XXVIII - 3334
Notice re: Proposed Judgment (as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC) – filed 09/17/2015.....	Vol. XXX - 3545
Notice to Counsel – filed 04/06/2017 .....	Vol. LXXXVI - 9453
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/25/2017 .....	Vol. LXXVIII - 9825
Objection to Lodged Record and Objection to Certificate of Mailing of Clerk's Record – filed 04/26/2017	Vol. LXXIX - 9844
Objection to Motion for an Order of Sale of Real Property – filed 08/04/2015 .....	Vol. XXV - 2981
Objection to Proposed Final Judgment – filed 07/07/2015 .....	Vol. XXIV - 2844
Objection to Valiant Idaho's Second Motion for an Order of Sale of Real Property – filed 06/29/2016 .....	Vol. XLI - 5015
Order Denying JV, LLC's Request for Oral Argument – filed 08/03/2016.....	Vol. XLV - 5540
Order Denying Motions to Strike – filed 04/27/2016 .....	Vol. XXXVII - 4487
Order Denying VP, Inc.'s Request for Oral Argument on Motion to Alter, Amend and Reconsider – filed 08/04/2016 .....	Vol. XLVI - 5575
Order Denying VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 11/19/2014 .....	Vol. X - 1174
Order Dismissing all Claims with Prejudice against Interstate Concrete and Asphalt Company – filed 09/13/2012	Vol. II - 330
Order Dismissing R.C. Worst & Company, and All Claims, Counterclaims, and Cross Claims thereof Pursuant to Oral Offer of Resolution Advanced to the Court on May 28, 2014.....	Vol. V - 636
Order Extending the Temporary Restraining Order Against VP, Incorporated – filed 04/20/2017...	Vol. LXXVIII - 9819
Order for Entry of Default (Genesis Golf Builders) – filed 08/15/2013 .....	Vol. III - 386
Order for Entry of Default (Genesis Golf Builders) – filed 11/01/2013 .....	Vol. III - 423
Order for Entry of Default (Genesis Golf Builders, Inc.) – filed 08/29/2013 .....	Vol. III - 392

Order for Entry of Default Against Amy Korengut – filed 12/10/2014.....	Vol. XII - 1495
Order for Entry of Default Against Bar K, Inc. – filed 02/03/2015 .....	Vol. XXI - 2353
Order for Entry of Default Against C.E. Kramer Crane & Contracting, Inc. – filed 12/10/2014 .....	Vol. XII - 1515
Order for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014 .....	Vol. VII - 896
Order for Entry of Default Against Genesis Golf Builders, Inc. – filed 12/10/2014 .....	Vol. XII - 1507
Order for Entry of Default Against Independent Mortgage Ltd. Co. – filed 01/06/2015 .....	Vol. XIII - 1633
Order for Entry of Default Against Montaheno Investments, LLC – filed 12/10/2014 .....	Vol. XII - 1501
Order for Entry of Default Against Netta Source, LLC – filed 12/10/2014 .....	Vol. XII - 1527
Order for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/21/2014.....	Vol. VIII - 969
Order for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/29/2015 ... Vol. XXIV - 2773	
Order for Entry of Default Against Timberline Investments, LLC – filed 01/06/2015 .....	Vol. XIII - 1639
Order Granting Appellant JV, LLC’s Objection to Clerk’s Record and Motion to Make Additions to Clerk’s Record – filed 05/05/2017.....	Vol. LXXIX - 9928
Order Granting Appellants VP, Incorporated’s and North Idaho Resorts, LLC’s Objections to Lodged Record and Objections to Certificate of Mailing – filed 05/01/2017 .....	Vol. LXXIX - 9879
Order Granting Cross-defendant, VP, Incorporated’s Request for Extension of Time to Answer or Otherwise Plead to Valiant, LLC’s Amended Answer to Allege a Counter-Claim and Cross-Claim and to Serve Third Party – filed 12/03/2014 .....	Vol. XI - 1379
Order Granting Defendant Wells Fargo’s Motion to Dismiss with Prejudice – filed 03/16/2012 .....	Vol. II - 312
Order Granting Defendants North Idaho Resorts, LLC and VP, Incorporated’s Motion for Enlargement of Time to File Answers and Responses to Discovery Requests Propounded by Valiant Idaho, LLC – filed 03/12/2015	Vol. XXII - 2557
Order Granting Injunction – filed 04/28/2017 .....	Vol. LXXIX - 9871
Order Granting Leave for Withdrawal of Attorney – filed 05/18/2011 .....	Vol. II - 260
Order Granting Motion to Enlarge Time to Respond to VP, Incorporated’s Motion to Dissolve Temporary Restraining Order – filed 04/17/2017.....	Vol. LXXVIII - 9742
Order Granting R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 08/12/2013	Vol. III - 374
Order Granting R.E. Loans, LLC’s Request to Lift Automatic Stay – filed 08/24/2012.....	Vol. II - 325
Order Granting Respondent Valiant Idaho, LLC’s Objection to the Consolidated Clerk’s Record on Appeal – filed 05/03/2017 .....	Vol. LXXIX - 9900
Order Granting Valiant Idaho, LLC Leave to Amend Answer to Allege a Counterclaim and Cross-Claim – filed 11/19/2014 .....	Vol. X - 1164

Order Granting Valiant Idaho, LLC Leave to Serve its Third Party Complaint – filed 11/19/2014 .....	Vol. X - 1160
Order Imposing Rule 11 Sanctions – filed 12/06/2016.....	Vol. LX - 7458
Order of Entry of Default Against Russ Capital Group, LLC – filed 12/10/2014 .....	Vol. XII - 1521
Order of Reassignment – filed 10/09/2014 .....	Vol. VIII - 963
Order on Stipulation to Entry of Judgment Against Charles W. Reeves and Ann B. Reeves – filed 11/20/2014 ...	Vol. XI - 1317
Order on Stipulation to Entry of Judgment Against Dan S. Jacobson, Sage Holdings LLC and Steven G. Lazar – filed 01/06/2015 .....	Vol. XIII - 1645
Order on Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1576
Order on Stipulation to Entry of Judgment Against Idaho Club Homeowner’s Association, Inc. – filed 01/15/2015 .	Vol. XIV - 1700
Order on Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/06/2015 .....	Vol. XXII - 2473
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/20/2014 .....	Vol. XI - 1276
Order on Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/20/2014	Vol. XI - 1296
Order on Valiant Idaho, LLC’s Application for an Extension to Respond to VP, Incorporated’s Motion for Order Allowing Use and Access of Parcels 1 and 2 – filed 03/28/2017 .....	Vol. LXXV - 9421
Order on Valiant Idaho, LLC’s Motion for a Temporary Restraining Order Against VP, Incorporated – filed 04/13/2017	Vol. LXXVII - 9707
Order on Valiant Idaho, LLC’s Motion for an Injunction Against VP, Incorporated – filed 04/26/2017.....	Vol. LXXIX - 9853
Order Partially Vacating the Court’s May 1, 2017 Order Granting NIR’s and VP’s Objection to Lodged Record – filed 05/03/2017 .....	Vol. LXXIX - 9904
Order re: JV, LLC’s Motion and Application for Stay of Execution Upon Posting a Cash Deposit – filed 02/21/2017 .....	Vol. LXXI - 8822
Order re: JV, LLC’s Third Party Claim and Motion for Stay of Execution – filed 11/04/2016 .....	Vol. LX - 7399
Order re: Proposed Judgment and Proposed Decree of Foreclosure – filed 07/18/2016 .....	Vol. XLIII - 5303
Order re: Sale of Real Property – filed 07/14/2016 .....	Vol. XLIII - 5270
Order re: Valiant Idaho LLC’s Motions <i>In Limine</i> – filed 12/29/2015 .....	Vol. XXXV - 4266
Order Regarding Disqualification of Judge – filed 10/06/2014 .....	Vol. VIII - 953
Order Requesting Response Brief from Valiant Idaho, LLC – filed 03/27/2017 .....	Vol. LXXV - 9413
Order Requiring Submissions – filed 07/14/2016.....	Vol. XLIII - 5264

Order Setting Trial and Pretrial Order – filed 09/03/2015 .....	Vol. XXX - 3521
Order Settling Trial and Pretrial Order – filed 11/20/2014 .....	Vol. X - 1270
Order Shortening Time to Have Heard Valiant Idaho, LLC’s (1) Motion Contesting JV, LLC’s Third Party Claim; and Opposition to JV, LLC’s Motion for Stay of Execution; and (2) Motion for Sanctions under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7372
Order Substituting Valiant Idaho, LLC in Place of Mortgage Fund ’08 LLC as the Real Party in Interest – filed 11/19/2014 .....	Vol. X - 1171
Order Substituting Valiant Idaho, LLC in Place of Pensco Trust Co. as the Real Party in Interest – filed 11/19/2014	Vol. X - 1168
Order Substituting Valiant Idaho, LLC in Place of R.E. Loans, LLC as the Real Party in Interest – filed 08/07/2014 .....	Vol. V - 667
Order Substituting Valiant Idaho, LLC in Place of Wells Fargo Capital Finance, LLC as the Real Party in Interest – filed 09/12/2014 .....	Vol. VI - 781
Order Vacating Decree of Foreclosure Entered on August 5, 2015 – filed 09/17/2015 .....	Vol. XXX - 3549
Order Vacating Decree of Foreclosure entered on June 22, 2016 – filed 07/14/2016 .....	Vol. XLIII - 5268
Order Vacating Judgment – filed 07/14/2016 .....	Vol. XLIII - 5266
Order Vacating Judgment Entered on August 5, 2015 – filed 09/17/2015 .....	Vol. XXX - 3552
R.C. Worst & Company, Inc.’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/14/2013 ....	Vol. III - 378
R.E. Loans, LLC’s Answer to Complaint – filed 04/21/2011.....	Vol. II - 245
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant ACI Northwest, Inc. – filed 04/29/2014 .....	Vol. III - 441
R.E. Loans, LLC’s Memorandum in Support of its Motion for Summary Judgment Against Cross-claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....	Vol. IV - 491
R.E. Loans, LLC’s Motion for Entry of Default (Genesis Golf Builders) – filed 08/12/2013.....	Vol. III - 362
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant ACI Northwest, Inc. – filed 04/29/2014 .....	Vol. III - 438
R.E. Loans, LLC’s Motion for Summary Judgment Against Cross-Claimant R.C. Worst & Company, Inc. – filed 04/29/2014 .....	Vol. IV - 488
R.E. Loans, LLC’s Motion to Lift Automatic Stay (Mortgage Fund ’08 LLC) – filed 06/26/2013 .....	Vol. II - 336
R.E. Loans, LLC’s Request to Lift the Automatic Stay – filed 06/28/2012 .....	Vol. II - 317
Renewed Motion for Reconsideration and Clarification – filed 06/16/2015 .....	Vol. XXIV - 2781
Reply by R.E. Loans, LLC to Cross-claim by ACI Northwest, Inc. – filed 02/04/2011.....	Vol. II - 237
Reply Memorandum in Support of Motion for Order Allowing Use and Access of Parcels 1 and 2 and Application for Stay of Enforcement of Order Granting Valiant Idaho, LLC’s Motion to Enforce Judgment – filed 04/17/2017 .....	Vol. LXXVIII - 9745

Reply Memorandum in Support of Renewed Motion for Reconsideration and Clarification – filed 07/07/2015 .....	Vol. XXIV - 2837
Reply Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/28/2015.....	Vol. XXXV - 4243
Reply Memorandum in Support of Valiant Idaho, LLC’s Motion <i>In Limine</i> re: JV, LLC – filed 12/28/2015	Vol. XXXV - 4253
Reply Memorandum to Valiant’s Opposition to Motion for New Trial – filed 08/15/2016 .....	Vol. XLVII - 5787
Reply to Defendants North Idaho Resorts, LLC’s and VP, Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015 .....	Vol. XXXIII - 3962
Reply to JV, LLC’s Response to Valiant Idaho, LLC’s Motion to Strike Inadmissible Evidence – filed 10/21/2015..	Vol. XXXIII - 3955
Request for Judicial Notice – filed 02/04/2015 .....	Vol. XXI - 2372
ROA Report for Case CV2009-1810 – printed May 10, 2017.....	Vol. I - 65
Second Subpoena Duces Tecum to First American Title Company – filed 09/18/2015.....	Vol. XXX - 3620
Sheriff’s Certificate of Sale (Idaho Club – Parcel 1) – filed 12/22/2016 .....	Vol. LXII - 7747
Sheriff’s Certificate of Sale (Idaho Club – Parcel 10) – filed 12/22/2016 .....	Vol. LXII - 7767
Sheriff’s Certificate of Sale (Idaho Club – Parcel 100) – filed 12/22/2016 .....	Vol. LXV - 8039
Sheriff’s Certificate of Sale (Idaho Club – Parcel 101) – filed 12/22/2016 .....	Vol. LXV - 8042
Sheriff’s Certificate of Sale (Idaho Club – Parcel 102) – filed 12/22/2016 .....	Vol. LXV - 8045
Sheriff’s Certificate of Sale (Idaho Club – Parcel 103) – filed 12/22/2016 .....	Vol. LXV - 8048
Sheriff’s Certificate of Sale (Idaho Club – Parcel 104) – filed 12/22/2016 .....	Vol. LXV - 8051
Sheriff’s Certificate of Sale (Idaho Club – Parcel 105) – filed 12/22/2016 .....	Vol. LXV - 8054
Sheriff’s Certificate of Sale (Idaho Club – Parcel 106) – filed 12/22/2016 .....	Vol. LXV - 8057
Sheriff’s Certificate of Sale (Idaho Club – Parcel 107) – filed 12/22/2016 .....	Vol. LXV - 8060
Sheriff’s Certificate of Sale (Idaho Club – Parcel 108) – filed 12/22/2016 .....	Vol. LXV - 8063
Sheriff’s Certificate of Sale (Idaho Club – Parcel 109) – filed 12/22/2016 .....	Vol. LXV - 8066
Sheriff’s Certificate of Sale (Idaho Club – Parcel 11) – filed 12/22/2016 .....	Vol. LXII - 7770
Sheriff’s Certificate of Sale (Idaho Club – Parcel 110) – filed 12/22/2016 .....	Vol. LXV - 8069
Sheriff’s Certificate of Sale (Idaho Club – Parcel 111) – filed 12/22/2016 .....	Vol. LXV - 8072
Sheriff’s Certificate of Sale (Idaho Club – Parcel 112) – filed 12/22/2016 .....	Vol. LXV - 8075
Sheriff’s Certificate of Sale (Idaho Club – Parcel 113) – filed 12/22/2016 .....	Vol. LXV - 8078

Sheriff's Certificate of Sale (Idaho Club – Parcel 114) – filed 12/22/2016 .....	Vol. LXV - 8081
Sheriff's Certificate of Sale (Idaho Club – Parcel 115) – filed 12/22/2016 .....	Vol. LXV - 8084
Sheriff's Certificate of Sale (Idaho Club – Parcel 116) – filed 12/22/2016 .....	Vol. LXV - 8087
Sheriff's Certificate of Sale (Idaho Club – Parcel 117) – filed 12/22/2016 .....	Vol. LXV - 8090
Sheriff's Certificate of Sale (Idaho Club – Parcel 118) – filed 12/22/2016 .....	Vol. LXV - 8093
Sheriff's Certificate of Sale (Idaho Club – Parcel 119) – filed 12/22/2016 .....	Vol. LXV - 8097
Sheriff's Certificate of Sale (Idaho Club – Parcel 12) – filed 12/22/2016 .....	Vol. LXII - 7773
Sheriff's Certificate of Sale (Idaho Club – Parcel 120) – filed 12/22/2016 .....	Vol. LXV - 8100
Sheriff's Certificate of Sale (Idaho Club – Parcel 122) – filed 12/22/2016 .....	Vol. LXV - 8103
Sheriff's Certificate of Sale (Idaho Club – Parcel 123) – filed 12/22/2016 .....	Vol. LXV - 8106
Sheriff's Certificate of Sale (Idaho Club – Parcel 124) – filed 12/22/2016 .....	Vol. LXV - 8109
Sheriff's Certificate of Sale (Idaho Club – Parcel 125) – filed 12/22/2016 .....	Vol. LXV - 8112
Sheriff's Certificate of Sale (Idaho Club – Parcel 126) – filed 12/22/2016 .....	Vol. LXV - 8115
Sheriff's Certificate of Sale (Idaho Club – Parcel 127) – filed 12/22/2016 .....	Vol. LXV - 8118
Sheriff's Certificate of Sale (Idaho Club – Parcel 128) – filed 12/22/2016 .....	Vol. LXV - 8121
Sheriff's Certificate of Sale (Idaho Club – Parcel 129) – filed 12/22/2016 .....	Vol. LXVI - 8124
Sheriff's Certificate of Sale (Idaho Club – Parcel 13) – filed 12/22/2016 .....	Vol. LXII - 7776
Sheriff's Certificate of Sale (Idaho Club – Parcel 130) – filed 12/22/2016 .....	Vol. LXVI - 8127
Sheriff's Certificate of Sale (Idaho Club – Parcel 131) – filed 12/22/2016 .....	Vol. LXVI - 8130
Sheriff's Certificate of Sale (Idaho Club – Parcel 132) – filed 12/22/2016 .....	Vol. LXVI - 8133
Sheriff's Certificate of Sale (Idaho Club – Parcel 133) – filed 12/22/2016 .....	Vol. LXVI - 8136
Sheriff's Certificate of Sale (Idaho Club – Parcel 134) – filed 12/22/2016 .....	Vol. LXVI - 8139
Sheriff's Certificate of Sale (Idaho Club – Parcel 135) – filed 12/22/2016 .....	Vol. LXVI - 8142
Sheriff's Certificate of Sale (Idaho Club – Parcel 136) – filed 12/22/2016 .....	Vol. LXVI - 8145
Sheriff's Certificate of Sale (Idaho Club – Parcel 137) – filed 12/22/2016 .....	Vol. LXVI - 8148
Sheriff's Certificate of Sale (Idaho Club – Parcel 138) – filed 12/22/2016 .....	Vol. LXVI - 8151
Sheriff's Certificate of Sale (Idaho Club – Parcel 139) – filed 12/22/2016 .....	Vol. LXVI - 8154
Sheriff's Certificate of Sale (Idaho Club – Parcel 14) – filed 12/22/2016 .....	Vol. LXII - 7779
Sheriff's Certificate of Sale (Idaho Club – Parcel 140) – filed 12/22/2016 .....	Vol. LXVI - 8157

Sheriff's Certificate of Sale (Idaho Club – Parcel 141) – filed 12/22/2016 .....	Vol. LXVI - 8160
Sheriff's Certificate of Sale (Idaho Club – Parcel 142) – filed 12/22/2016 .....	Vol. LXVI - 8163
Sheriff's Certificate of Sale (Idaho Club – Parcel 143) – filed 12/22/2016 .....	Vol. LXVI - 8166
Sheriff's Certificate of Sale (Idaho Club – Parcel 144) – filed 12/22/2016 .....	Vol. LXVI - 8169
Sheriff's Certificate of Sale (Idaho Club – Parcel 145) – filed 12/22/2016 .....	Vol. LXVI - 8172
Sheriff's Certificate of Sale (Idaho Club – Parcel 146) – filed 12/22/2016 .....	Vol. LXVI - 8175
Sheriff's Certificate of Sale (Idaho Club – Parcel 147) – filed 12/22/2016 .....	Vol. LXVI - 8178
Sheriff's Certificate of Sale (Idaho Club – Parcel 148) – filed 12/22/2016 .....	Vol. LXVI - 8181
Sheriff's Certificate of Sale (Idaho Club – Parcel 149) – filed 12/22/2016 .....	Vol. LXVI - 8184
Sheriff's Certificate of Sale (Idaho Club – Parcel 15) – filed 12/22/2016 .....	Vol. LXII - 7782
Sheriff's Certificate of Sale (Idaho Club – Parcel 150) – filed 12/22/2016 .....	Vol. LXVI - 8187
Sheriff's Certificate of Sale (Idaho Club – Parcel 151) – filed 12/22/2016 .....	Vol. LXVI - 8190
Sheriff's Certificate of Sale (Idaho Club – Parcel 152) – filed 12/22/2016 .....	Vol. LXVI - 8193
Sheriff's Certificate of Sale (Idaho Club – Parcel 153) – filed 12/22/2016 .....	Vol. LXVI - 8196
Sheriff's Certificate of Sale (Idaho Club – Parcel 154) – filed 12/22/2016 .....	Vol. LXVI - 8199
Sheriff's Certificate of Sale (Idaho Club – Parcel 155) – filed 12/22/2016 .....	Vol. LXVI - 8202
Sheriff's Certificate of Sale (Idaho Club – Parcel 156) – filed 12/22/2016 .....	Vol. LXVI - 8205
Sheriff's Certificate of Sale (Idaho Club – Parcel 157) – filed 12/22/2016 .....	Vol. LXVI - 8208
Sheriff's Certificate of Sale (Idaho Club – Parcel 158) – filed 12/22/2016 .....	Vol. LXVI - 8211
Sheriff's Certificate of Sale (Idaho Club – Parcel 159) – filed 12/22/2016 .....	Vol. LXVI - 8214
Sheriff's Certificate of Sale (Idaho Club – Parcel 16) – filed 12/22/2016 .....	Vol. LXII - 7785
Sheriff's Certificate of Sale (Idaho Club – Parcel 163) – filed 12/22/2016 .....	Vol. LXVI - 8219
Sheriff's Certificate of Sale (Idaho Club – Parcel 17) – filed 12/22/2016 .....	Vol. LXII - 7788
Sheriff's Certificate of Sale (Idaho Club – Parcel 177) – filed 12/22/2016 .....	Vol. LXVI - 8223
Sheriff's Certificate of Sale (Idaho Club – Parcel 19) – filed 12/22/2016 .....	Vol. LXII - 7791
Sheriff's Certificate of Sale (Idaho Club – Parcel 2) – filed 12/22/2016 .....	Vol. LXII - 7750
Sheriff's Certificate of Sale (Idaho Club – Parcel 20) – filed 12/22/2016 .....	Vol. LXII - 7795
Sheriff's Certificate of Sale (Idaho Club – Parcel 21) – filed 12/22/2016 .....	Vol. LXII - 7798
Sheriff's Certificate of Sale (Idaho Club – Parcel 22) – filed 12/22/2016 .....	Vol. LXII - 7801

Sheriff's Certificate of Sale (Idaho Club – Parcel 23) – filed 12/22/2016 .....	Vol. LXII - 7804
Sheriff's Certificate of Sale (Idaho Club – Parcel 24) – filed 12/22/2016 .....	Vol. LXII - 7807
Sheriff's Certificate of Sale (Idaho Club – Parcel 25) – filed 12/22/2016 .....	Vol. LXII - 7810
Sheriff's Certificate of Sale (Idaho Club – Parcel 26) – filed 12/22/2016 .....	Vol. LXII - 7813
Sheriff's Certificate of Sale (Idaho Club – Parcel 27) – filed 12/22/2016 .....	Vol. LXII - 7816
Sheriff's Certificate of Sale (Idaho Club – Parcel 28) – filed 12/22/2016 .....	Vol. LXII - 7819
Sheriff's Certificate of Sale (Idaho Club – Parcel 29) – filed 12/22/2016 .....	Vol. LXII - 7822
Sheriff's Certificate of Sale (Idaho Club – Parcel 30) – filed 12/22/2016 .....	Vol. LXII - 7825
Sheriff's Certificate of Sale (Idaho Club – Parcel 31) – filed 12/22/2016 .....	Vol. LXII - 7828
Sheriff's Certificate of Sale (Idaho Club – Parcel 32) – filed 12/22/2016 .....	Vol. LXII - 7831
Sheriff's Certificate of Sale (Idaho Club – Parcel 33) – filed 12/22/2016 .....	Vol. LXII - 7834
Sheriff's Certificate of Sale (Idaho Club – Parcel 34) – filed 12/22/2016 .....	Vol. LXII - 7837
Sheriff's Certificate of Sale (Idaho Club – Parcel 35) – filed 12/22/2016 .....	Vol. LXII - 7840
Sheriff's Certificate of Sale (Idaho Club – Parcel 36) – filed 12/22/2016 .....	Vol. LXII - 7843
Sheriff's Certificate of Sale (Idaho Club – Parcel 37) – filed 12/22/2016 .....	Vol. LXII - 7846
Sheriff's Certificate of Sale (Idaho Club – Parcel 38) – filed 12/22/2016 .....	Vol. LXII - 7849
Sheriff's Certificate of Sale (Idaho Club – Parcel 39) – filed 12/22/2016 .....	Vol. LXIV - 7852
Sheriff's Certificate of Sale (Idaho Club – Parcel 40) – filed 12/22/2016 .....	Vol. LXIV - 7855
Sheriff's Certificate of Sale (Idaho Club – Parcel 41) – filed 12/22/2016 .....	Vol. LXIV - 7858
Sheriff's Certificate of Sale (Idaho Club – Parcel 42) – filed 12/22/2016 .....	Vol. LXIV - 7861
Sheriff's Certificate of Sale (Idaho Club – Parcel 43) – filed 12/22/2016 .....	Vol. LXIV - 7864
Sheriff's Certificate of Sale (Idaho Club – Parcel 44) – filed 12/22/2016 .....	Vol. LXIV - 7867
Sheriff's Certificate of Sale (Idaho Club – Parcel 45) – filed 12/22/2016 .....	Vol. LXIV - 7870
Sheriff's Certificate of Sale (Idaho Club – Parcel 46) – filed 12/22/2016 .....	Vol. LXIV - 7873
Sheriff's Certificate of Sale (Idaho Club – Parcel 47) – filed 12/22/2016 .....	Vol. LXIV - 7876
Sheriff's Certificate of Sale (Idaho Club – Parcel 48) – filed 12/22/2016 .....	Vol. LXIV - 7879
Sheriff's Certificate of Sale (Idaho Club – Parcel 49) – filed 12/22/2016 .....	Vol. LXIV - 7881
Sheriff's Certificate of Sale (Idaho Club – Parcel 5) – filed 12/22/2016 .....	Vol. LXII - 7754
Sheriff's Certificate of Sale (Idaho Club – Parcel 50) – filed 12/22/2016 .....	Vol. LXIV - 7884





Sheriff's Certificate of Sale (Idaho Club – Parcel 8) – filed 12/22/2016 .....	Vol. LXII - 7761
Sheriff's Certificate of Sale (Idaho Club – Parcel 80) – filed 12/22/2016 .....	Vol. LXIV - 7978
Sheriff's Certificate of Sale (Idaho Club – Parcel 81) – filed 12/22/2016 .....	Vol. LXIV - 7981
Sheriff's Certificate of Sale (Idaho Club – Parcel 82) – filed 12/22/2016 .....	Vol. LXIV - 7984
Sheriff's Certificate of Sale (Idaho Club – Parcel 83) – filed 12/22/2016 .....	Vol. LXV - 7987
Sheriff's Certificate of Sale (Idaho Club – Parcel 84) – filed 12/22/2016 .....	Vol. LXV - 7990
Sheriff's Certificate of Sale (Idaho Club – Parcel 85) – filed 12/22/2016 .....	Vol. LXV - 7993
Sheriff's Certificate of Sale (Idaho Club – Parcel 86) – filed 12/22/2016 .....	Vol. LXV - 7996
Sheriff's Certificate of Sale (Idaho Club – Parcel 87) – filed 12/22/2016 .....	Vol. LXV - 7999
Sheriff's Certificate of Sale (Idaho Club – Parcel 88) – filed 12/22/2016 .....	Vol. LXV - 8002
Sheriff's Certificate of Sale (Idaho Club – Parcel 89) – filed 12/22/2016 .....	Vol. LXV - 8005
Sheriff's Certificate of Sale (Idaho Club – Parcel 9) – filed 12/22/2016 .....	Vol. LXII - 7764
Sheriff's Certificate of Sale (Idaho Club – Parcel 90) – filed 12/22/2016 .....	Vol. LXV - 8008
Sheriff's Certificate of Sale (Idaho Club – Parcel 91) – filed 12/22/2016 .....	Vol. LXV - 8011
Sheriff's Certificate of Sale (Idaho Club – Parcel 92) – filed 12/22/2016 .....	Vol. LXV - 8014
Sheriff's Certificate of Sale (Idaho Club – Parcel 93) – filed 12/22/2016 .....	Vol. LXV - 8017
Sheriff's Certificate of Sale (Idaho Club – Parcel 94) – filed 12/22/2016 .....	Vol. LXV - 8020
Sheriff's Certificate of Sale (Idaho Club – Parcel 95) – filed 12/22/2016 .....	Vol. LXV - 8023
Sheriff's Certificate of Sale (Idaho Club – Parcel 96) – filed 12/22/2016 .....	Vol. LXV - 8027
Sheriff's Certificate of Sale (Idaho Club – Parcel 97) – filed 12/22/2016 .....	Vol. LXV - 8030
Sheriff's Certificate of Sale (Idaho Club – Parcel 98) – filed 12/22/2016 .....	Vol. LXV - 8033
Sheriff's Certificate of Sale (Idaho Club – Parcel 99) – filed 12/22/2016 .....	Vol. LXV - 8036
Sheriff's Certificate on Return of Service, Writ of Execution – filed 04/06/2017 .....	Vol. LXXV - 9446
Sheriff's Certificate on Return of Service, Writ of Execution (NIR) – filed 11/18/2016 .....	Vol. LX - 7411
Sheriff's Certificate on Return of Service, Writ of Execution (VP, Inc.)– filed 11/18/2016 .....	Vol. LX - 7424
Sheriff's Return on Sale – filed 12/22/2016 .....	Vol. LXII - 7680
Sheriff's Return on Writ of Execution – filed 12/22/2016 .....	Vol. LXII - 7714
Sheriff's Service on Writ of Execution – filed 09/21/2016 .....	Vol. LIII - 6507
Special Appearance on Behalf of Defendant Mortgage Fund '08, LLC – filed 10/05/2010 .....	Vol. II - 228

Special Appearance on Behalf of Defendant Pensco Trust Co., Custodian FBO Barney Ng – filed 05/24/2010	Vol. II - 201
Stay Order (Mortgage Fund '08, LLC) – filed 09/29/2011	Vol. II - 284
Stay Order (R.E. Loans, LLC) – filed 09/29/2011	Vol. II - 275
Stipulation for Settlement and Dismissal of JV, LLC's Third Party Complaint Against Idaho Club Homeowner's Association, Inc. – filed 01/09/2015	Vol. XIII - 1666
Stipulation for Settlement and for Judgment as Between Defendant VP, Inc. and North Idaho Resorts and the Defendant JV, LLC – filed 08/24/2015	Vol. XXVIII - 3340
Stipulation to Entry of Judgment Against Charles W. Reeves and Anna B. Reeves – filed 11/19/2014	Vol. X - 1200
Stipulation to Entry of Judgment Against Dan S. Jacobson; Sage Holdings, LLC; and Steven G. Lazar – filed 01/02/2015	Vol. XIII - 1611
Stipulation to Entry of Judgment Against First American Title Company of Idaho – filed 12/17/2014	Vol. XIII - 1555
Stipulation to Entry of Judgment Against Idaho Club Homeowner's Association, Inc. – filed 01/12/2015	Vol. XIII - 1673
Stipulation to Entry of Judgment Against Mountain West Bank – filed 02/04/2015	Vol. XXI - 2452
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC – filed 11/19/2014	Vol. X - 1178
Stipulation to Entry of Judgment Against Pend Oreille Bonner Development Holdings, Inc. – filed 11/19/2014	Vol. X - 1221
Subpoena Duces Tecum to First American Tile Company – filed 09/18/2015	Vol. XXX - 3555
Substitution of Counsel – filed 08/29/2011	Vol. II - 264
Summons on Third Party Complaint brought by Third Party Plaintiff Valiant Idaho, LLC [Pend Oreille Bonner Development Holdings, Inc.] – filed 09/03/2014	Vol. VI - 768
Supplemental Declaration of Jeff R. Sykes in Support of Memorandum in Reply to JV, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment – filed 03/11/2015	Vol. XXII - 2528
Supplemental Memorandum in Support of Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/04/2016	Vol. LX - 7387
Supreme Court Order re: 44583 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 166
Supreme Court Order re: 44584 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 168
Supreme Court Order re: 44585 - Consolidating Appeal nos. 44583, 44584 and 44585 – filed 11/04/2016	Vol. I - 170
Table of Contents	Vol. I - 3
Third Party Defendant Idaho Club Homeowner's Association, Inc.'s Motion and Memorandum to Dismiss Claim Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. VIII - 996
Third Party Defendant Panhandle Management, Incorporated's Motion and Memorandum to Dismiss Claims Asserted by Third Party Plaintiff JV, LLC – filed 11/07/2014	Vol. VIII - 1006

Title Page .....	Vol. I - 1
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 10/20/2016 .....	Vol. I - 7279
Valiant Idaho, LLC's Amended Request for Additional Transcript and Record on Appeal – filed 01/30/2017 .....	Vol. LXVII - 8254
Valiant Idaho, LLC's Application for an Extension to Respond to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment – filed 03/28/2017 .....	Vol. LXXV - 9418
Valiant Idaho, LLC's Closing Argument – filed 03/14/2016 .....	Vol. XXXVII - 4444
Valiant Idaho, LLC's Counterclaim, Cross-claim and Third Party Complaint for Judicial Foreclosure – filed 08/19/2014 .....	Vol. VI - 739
Valiant Idaho, LLC's Identification of Trial Exhibits – filed 01/14/2016 .....	Vol. XXXVI - 4286
Valiant Idaho, LLC's Identification of Trial Witnesses – filed 01/14/2016 .....	Vol. XXXVI - 4294
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Motion to Alter, Amend, and Reconsider re: (1) Memorandum Decision and Order; (2) Judgment; (3) Decree of Foreclosure; and (4) Order of Sale – filed 08/10/2016 ..	Vol. XLVI - 5584
Valiant Idaho, LLC's Memorandum in Opposition to JV, LLC's Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016 .....	Vol. XLVII - 5728
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion for a New Trial – filed 08/10/2016	Vol. XLVI - 5577
Valiant Idaho, LLC's Memorandum in Opposition to VP, Inc.'s Motion to Alter, Amend and Reconsider the Decree of Foreclosure and Judgment – filed 08/10/2016 .....	Vol. XLVI - 5673
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, and Application for Stay of Enforcement of Order Granting Motion to Enforce Judgment –filed 04/12/2017 .....	Vol. LXXVII - 9665
Valiant Idaho, LLC's Memorandum in Opposition to VP, Incorporated's Motion to Dissolve Temporary Restraining Order – filed 04/18/2017.....	Vol. LXXVIII - 9790
Valiant Idaho, LLC's Memorandum in Reply to VP, Incorporated's Opposition to Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 04/03/2017	Vol. LXXV - 9436
Valiant Idaho, LLC's Memorandum in Response to VP, Inc.'s Objection and Motion to Disallow Memorandum of Costs and Attorney's Fees – filed 08/11/2016 .....	Vol. XLVII - 5746
Valiant Idaho, LLC's Memorandum in Support of Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9686
Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 08/11/2016 .....	Vol. XLVII - 5770
Valiant Idaho, LLC's Memorandum in Support of Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7378

Valiant Idaho, LLC's Memorandum of Costs and Attorney's Fees – filed 07/06/2016 .....	Vol. XLI - 5019
Valiant Idaho, LLC's Memorandum of Costs and Attorneys' Fees Against JV, LLC – filed 11/25/2016 ...	Vol. LX - 7438
Valiant Idaho, LLC's Motion Contesting JV, LLC's Third Party Claim; and Opposition to JV, LLC's Motion for Stay of Execution – filed 11/03/2016 .....	Vol. LX - 7361
Valiant Idaho, LLC's Motion for a Temporary Restraining Order and Preliminary Injunction Against VP, Incorporated – filed 04/13/2017 .....	Vol. LXXVII - 9683
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 07/22/2015 .....	Vol. XXV - 2880
Valiant Idaho, LLC's Motion for an Order of Sale of Real Property – filed 06/22/2016 .....	Vol. XLI - 4985
Valiant Idaho, LLC's Motion for Entry of Default Against Counter-Defendant Genesis Golf Builders, Inc. – filed 12/08/2014 .....	Vol. XI - 1382
Valiant Idaho, LLC's Motion for Entry of Default Against Cross-defendant T-O Engineers, Inc. – filed 09/26/2014. Vol. VII - 879	
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Pend Oreille Bonner Development Holdings, Inc. – filed 10/03/2014 .....	Vol. VII - 913
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Amy Korengut – filed 12/08/2014 .....	Vol. XI - 1394
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Independent Mortgage Ltd. Co. – filed 12/08/2014 .....	Vol. XII - 1414
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant C.E. Kramer Crane & Contracting, Inc. – filed 12/08/2014 .....	Vol. XII - 1429
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Netta Source, LLC – filed 12/08/2014 .....	Vol. XII - 1444
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Montaheno Investments, LLC – filed 12/08/2014 .....	Vol. XII - 1459
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Russ Capital Group, LLC – filed 12/08/2014 .....	Vol. XII - 1474
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Timberline Investments, LLC – filed 12/22/2014 .....	Vol. XIII - 1596
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendant Bar K, Inc. – filed 02/02/2015 .....	Vol. XX - 2337
Valiant Idaho, LLC's Motion for Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant – filed 05/22/2015 .....	Vol. XXIV - 2749
Valiant Idaho, LLC's Motion for Entry of Final Judgment – filed 05/20/2015 .....	Vol. XXII - 2600
Valiant Idaho, LLC's Motion for Leave to Amend Third Party Complaint to Join an Additional Party – filed 11/24/2014 .....	Vol. XI - 1337
Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/21/2015 .....	Vol. LIV - 6562

Valiant Idaho, LLC's Motion for Sanctions Under IC 12-123 and IRCP 11 – filed 11/03/2016 .....	Vol. LX - 7375
Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC; North Idaho Resorts, LLC; and VP, Incorporated – filed 01/20/2015 .....	Vol. XIV - 1720
Valiant Idaho, LLC's Motion <i>In Limine</i> re: JV, LLC – filed 12/15/2015.....	Vol. XXXIV - 4034
Valiant Idaho, LLC's Motion <i>In Limine</i> re: North Idaho Resorts, LLC and VP, Inc. – filed 12/15/2015 ....	Vol. XXXIV - 4032
Valiant Idaho, LLC's Motion to Alter, Amend and/or Reconsider the Order of Sale of Real Property – filed 08/19/2015 .....	Vol. XXVII - 3249
Valiant Idaho, LLC's Motion to Amend Decree of Foreclosure – filed 08/19/2015 .....	Vol. XXVII - 3240
Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/20/2017 .....	Vol. LXXV - 9399
Valiant Idaho, LLC's Motion to Enforce Judgment Under IAR 13 (b)(10) and 13 (b)(13) – filed 02/08/2017 .....	Vol. LXVII - 8268
Valiant Idaho, LLC's Motion to Strike Inadmissible Evidence – filed 10/09/2015 .....	Vol. XXXI - 3733
Valiant Idaho, LLC's Notice of Depost – filed 04/13/2017.....	Vol. LXXVIII - 9711
Valiant Idaho, LLC's Notice of Hearing on VP, Incorporated's Motion for Order Allowing Use and Access of Parcels 1 and 2, etc. – filed 03/28/2017 .....	Vol. LXXV - 9415
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/10/2014 .....	Vol. VI - 776
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 09/25/2014 .....	Vol. VII - 874
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 10/03/2014 .....	Vol. VII - 911
Valiant Idaho, LLC's Notice of Intent to Take Default – filed 12/08/2014 .....	Vol. XII - 1489
Valiant Idaho, LLC's Notice of Non-Objection to JV, LLC's Motion and Application for Stay of Execution Upon Posting a Cash Deposit, and Errata Thereto – filed 02/16/2017 .....	Vol. LXX - 8743
Valiant Idaho, LLC's Notice of Objection to the Consolidated Clerk's Record on Appeal – filed 05/02/2017.....	Vol. LXXIX - 9883
Valiant Idaho, LLC's Objection to JV, LLC's Proposed Judgment Submitted 09/10/2015 (As Between Defendants JV, LLC and North Idaho Resorts, LLC/VP Incorporated) – filed 09/16/2015 .....	Vol. XXX - 3538
Valiant Idaho, LLC's Objections and Opposition to North Idaho Resorts, LLC and VP, Incorporated's Motion to Reconsider and Motion to Alter and Amend Judgment – filed 10/01/2015 .....	Vol. XXXI - 3721
Valiant Idaho, LLC's Reply to: (1) JV LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure; and (2) JV LLC's Cross-claim and Third Party Complaint – filed 12/15/2014 .....	Vol. XII - 1541
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 09/23/2016 .....	Vol. LIV - 6581
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/07/2016 .....	Vol. LIX - 7238
Valiant Idaho, LLC's Request for Additional Transcript and Record on Appeal – filed 10/20/2016 .....	Vol. LIX - 7268

Valiant Idaho, LLC's Response and Objections to JV, LLC's Post-trial Memorandum and Argument – filed 05/26/2016	Vol. XXXVII - 4574
Valiant Idaho, LLC's Response and Rebuttal to VP, Inc.'s Closing Argument – filed 05/26/2016	Vol. XXXVIII - 4551
Valiant Idaho, LLC's Second Motion to Strike Inadmissible Evidence – filed 10/20/2015	Vol. XXXIII - 3940
Valiant Idaho, LLC's Third Motion for Summary Judgment – filed 09/25/2015	Vol. XXX - 3623
Valiant Idaho, LLC's Trial Brief – filed 01/21/2016	Vol. XXXVI - 4306
Valiant Idaho, LLC's Trial Brief – filed 01/25/2016	Vol. XXXVI - 4394
VP Inc.'s Motion to Strike the Declaration of William Haberman – filed 04/21/2016	Vol. XXXVII - 4482
VP Incorporated's Answer to JV, LLC's Cross-Claim – filed 08/21/2015	Vol. XXVIII - 3337
VP, Inc. and NIR, LLC's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Relief from Automatic Stay – filed 09/28/2016	Vol. LIV - 6597
VP, Inc.'s Amended Exhibit List – filed 01/15/2016	Vol. XXXVI - 4298
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/08/2016	Vol. XXXV - 4269
VP, Inc.'s Amended Supplemental Expert Witness Disclosure – filed 01/11/2016	Vol. XXXV - 4273
VP, Inc.'s and North Idaho Resorts, LLC's Response to Valiant's Motion <i>In Limine</i> – filed 12/22/2015	Vol. XXXV - 4221
VP, Inc.'s Exhibit List – filed 01/14/2016	Vol. XXXVI - 4278
VP, Inc.'s Expert Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4020
VP, Inc.'s Lay Witness Disclosure – filed 11/27/2015	Vol. XXXIV - 4024
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Enforce Judgment – filed 02/17/2017	Vol. LXX - 8746
VP, Inc.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion to Clarify Court's Memorandum Decision and Order and Granting Valiant Idaho, LLC's Motion to Enforce Judgment – filed 03/29/2017	Vol. LXXV - 9424
VP, Inc.'s Motion for a New Trial – filed 08/03/2016	Vol. XLV - 5542
VP, Inc.'s Motion for New Trial – filed 08/03/2016	Vol. XLV - 5544
VP, Inc.'s Motion to Alter, Amend, and Reconsider the Decree of Foreclosure and Judgment – filed 08/03/2016	Vol. XLVI - 5553
VP, Inc.'s Motion to Amend Answer to Assert an Affirmative Defense – filed 01/27/2016	Vol. XXXVII - 4413
VP, Inc.'s Opposition to Valiant Idaho's Memorandum of Costs and Attorney Fees – filed 07/20/2016	Vol. XLV - 5503
VP, Inc.'s Supplemental Expert Witness Disclosure – filed 12/04/2015	Vol. XXXIV - 4027
VP, Incorporated's Answer to Valiant Idaho, LLC's Counterclaim, Cross-claim and Third-party Complaint for Judicial Foreclosure – filed 12/11/2014	Vol. XII - 1533

VP, Incorporated's Motion to Dismiss Third Party Complaint – filed 10/06/2014 .....	Vol. VIII - 959
VP, Incorporated's Reply on Motion to Dismiss Third Party Complaint and Response to Motion to Amend Pleadings – filed 11/14/2014.....	Vol. X - 1156
VP's Closing Argument – filed 05/12/2016 .....	Vol. XXXVII - 4535
Wells Fargo's Motion to Dismiss with Prejudice – filed 01/23/2012.....	Vol. II - 298
Withdrawal of Application for Stay - filed 11/22/2016.....	Vol. LX - 7436
Writ of Assistance – filed 03/06/2017 .....	Vol. LXXV - 9361
Writ of Assistance – filed 04/11/2017 .....	Vol. LXXVII - 9635
Writ of Execution – filed 09/21/2016 .....	Vol. LII - 6318
Writ of Execution – filed 10/05/2016 .....	Vol. LIV - 6611
Writ of Execution – filed 12/22/2016 .....	Vol. LXI - 7464
Writ of Execution (Continued) – filed 09/21/2016 .....	Vol. LIII - 6396
Writ of Execution (Continued) – filed 10/05/2016.....	Vol. LV - 6667
Writ of Execution (Continued) – filed 10/05/2016.....	Vol. LVI - 6801
Writ of Execution (Continued) – filed 12/22/2016 .....	Vol. LXII - 7594
Writ of Execution Against JV, LLC – filed 01/09/2017.....	Vol. LXVI - 8232
Writ of Execution Against JV, LLC – filed 04/06/2017 .....	Vol. LXXVI - 9448
Writ of Execution Against JV, LLC – filed 10/06/2016 .....	Vol. LVI - 6814
Writ of Execution Against JV, LLC for Boundary County – filed 01/30/2017.....	Vol. LXVII - 8262
Writ of Execution Against JV, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7255
Writ of Execution Against JV, LLC for Boundary County (268815) – filed 10/31/2016 .....	Vol. LIX - 7303
Writ of Execution Against North Idaho Resorts, LLC – filed 10/06/2016 .....	Vol. LVI - 6806
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 10/13/2016 .....	Vol. LIX - 7260
Writ of Execution Against North Idaho Resorts, LLC for Boundary County (268813) – filed 10/31/2016 .....	Vol. LIX - 7294
Writ of Execution Against North Idaho Resorts, LLC for Boundary County – filed 11/18/2016 .....	Vol. LX - 7413
Writ of Execution Against VP, Incorporated – filed 10/06/2016 .....	Vol. LVI - 6822
Writ of Execution Against VP, Incorporated for Boundary County – filed 10/13/2016.....	Vol. LIX - 7265
Writ of Execution Against VP, Incorporated for Boundary County – filed 11/18/2016.....	Vol. LX - 7426
Writ of Execution Against VP, Incorporated for Boundary County (268811) – filed 10/31/2016.....	Vol. LIX - 7285



Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
McCONNELL WAGNER SYKES & STACEY PLLC  
755 West Front Street, Suite 200  
Boise, Idaho 83702  
Telephone: 208.489.0100  
Facsimile: *Currently Unavailable*  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[svkes@mwsslawyers.com](mailto:svkes@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation.

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.


AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.

Case No. CV-09-1810

VALIANT IDAHO, LLC'S  
MOTION FOR ENTRY OF DEFAULT  
AGAINST THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT  
AND  
CHRISTINE GRANT

Honorable Barbara A. Buchanan

Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1584 <i>Counsel For VP Incorporated North Idaho Resorts</i>	<input checked="" type="checkbox"/> U.S Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a>
---	--

  
\_\_\_\_\_  
Jeff R. Sykes

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
McCONNELL WAGNER SYKES & STACEY <sup>PLLC</sup>  
755 West Front Street, Suite 200  
Boise, Idaho 83702  
Telephone: 208.489.0100  
Facsimile: *Currently Unavailable*  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-09-1810

DECLARATION OF JEFF R. SYKES IN  
SUPPORT OF VALIANT IDAHO, LLC'S  
MOTION FOR ENTRY OF DEFAULT  
AGAINST THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT  
AND  
CHRISTINE GRANT

Honorable Barbara A. Buchanan

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.

DECLARATION OF JEFF R. SYKES IN SUPPORT OF  
VALIANT IDAHO, LLC'S MOTION FOR ENTRY  
OF DEFAULT AGAINST THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT AND CHRISTINE GRANT - Page 1  
E:\1547 20\PLEDCV-2009-1310\Default-Grants IRS 150513.doc

ORIGINAL

2751

VALIANT IDAHO, LLC,  
an Idaho limited liability company,

Third Party Plaintiff,

vs.

PEND ORELLE BONNER DEVELOPMENT  
HOLDINGS, INC., a Nevada corporation;  
BAR K, INC., a California corporation;  
TIMBERLINE INVESTMENTS LLC,  
an Idaho limited liability company;  
AMY KORENGUT, a married woman;  
HLT REAL ESTATE, LLC,  
an Idaho limited liability company;  
INDEPENDENT MORTGAGE LTD. CO.,  
an Idaho limited liability company;  
PANHANDLE MANAGEMENT  
INCORPORATED, an Idaho corporation;  
FREDERICK J. GRANT, an individual;  
CHRISTINE GRANT, an individual;  
RUSS CAPITAL GROUP, LLC,  
an Arizona limited liability company;  
MOUNTAIN WEST BANK, a division of  
GLACIER BANK, a Montana corporation;  
FIRST AMERICAN TITLE COMPANY,  
a California corporation;  
NETTA SOURCE LLC,  
a Missouri limited liability company;  
MONTAHEHO INVESTMENTS, LLC,  
a Nevada limited liability company;  
CHARLES W. REEVES and  
ANN B. REEVES, husband and wife;  
and C. E. KRAMER CRANE &  
CONTRACTING, INC., an Idaho corporation,

Third Party Defendants.

Pursuant to Rule 7(d) of the Idaho Rules of Civil Procedure and Idaho Code § 9-1406,

**Jeff R. Sykes** declares as follows:

1. I am an attorney at law duly licensed to practice before this Court, and all Courts in the State of Idaho. I am member of the law firm of McConnell Wagner Sykes & Stacey PLLC, attorneys for Defendant Counter-Claimant Cross-Claimant/Third Party Plaintiff Valiant Idaho, LLC ("Valiant"). I make this Declaration in support of the Motion For Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant (collectively, "Grants") filed concurrently and upon my personal knowledge.

2. Upon information and belief, the Grants are husband and wife residing in or around the City of Scottsdale, County of Maricopa, State of Arizona.

3. The address(es) most likely to provide notice of said default and default judgment to the Grants is/are:

10797 East Quartz Rock Road  
Scottsdale, Arizona 85255

and/or

8924 East Pinnacle Peak Road, Suite 5  
Scottsdale, Arizona 85225

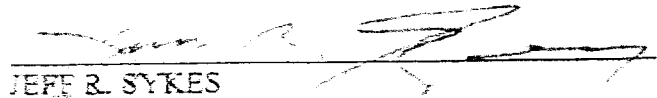
4. Pursuant to this Court's Order For Service by Publication entered January 9, 2015, the Grants were served with their respective Summons on Third Party Complaint *via* the Arizona Business Gazette by way of publication on January 29, 2015, February 5, 2015, February 12, 2015 and February 19, 2015, as set forth on the Affidavits of Publication on file herein, copies of which are attached as Exhibits 1 and 2, respectively.

5. The time for the Grants to appear and plead in response to the Counterclaim, Cross-Claim and Third Party Complaint ("3<sup>rd</sup> Party Complaint") has expired and the Grants have not pled further in any manner.

6. The 3<sup>rd</sup> Party Complaint is, by Idaho Rule of Civil Procedure 8(d), taken as admitted by the Grants for failure to appear and plead further.

I HEREBY CERTIFY AND DECLARE, under penalty of perjury pursuant to the laws of the State of Idaho, that the foregoing is true and correct.

DATED this 20<sup>th</sup> day of May 2015.

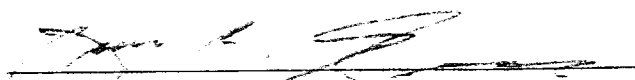
  
JEFF R. SYKES

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 20<sup>th</sup> day of May 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott &amp; MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:brucea@ejame.com">brucea@ejame.com</a></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:bef@featherstonlaw.com">bef@featherstonlaw.com</a></p>
<p>Gary A. Finney, Esq. Finney Finney &amp; Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For J.V., LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:garyfinney@finneylaw.net">garyfinney@finneylaw.net</a></p>
<p>D. Toby McLaughlin, Esq. Berg &amp; McLaughlin 414 Church Street, Suite 203 Sandpoint, Idaho 83864 Telephone: 208.263.4743 Facsimile: 208.263.7557 <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:toby@sandpointlaw.com">toby@sandpointlaw.com</a></p>

<p>Susan P. Weeks, Esq.  James, Vernon &amp; Weeks, PA  1626 Lincoln Way  Coeur d'Alene, Idaho 83814  Telephone: 208.667.0683  Facsimile: 208.664.1684  <i>Counsel For VP Incorporated/North Idaho Resorts</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail  <input type="checkbox"/> Hand Delivered  <input type="checkbox"/> Facsimile  <input type="checkbox"/> Overnight Mail  <input type="checkbox"/> Electronic Mail  <a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a></p>
--	--

  
Jeff R. Sykes



Case No. CV-09-0116  
SUMMONS ON THIRD  
PARTY COMPLAINT  
Frederick J. Grant  
Counsel for Plaintiff

IN THE DISTRICT COURT  
OF THE FIRST JUDICIAL  
DISTRICT OF THE STATE  
OF ARIZONA, IN AND FOR  
THE COUNTY OF SONORA,  
SONORA GOLF BUILD-  
ERS, INC.

Formerly known as  
NATIONAL GOLF BUILD-  
ERS, INC.,  
a Nevada corporation,  
Plaintiff,

vs.  
KEND ORVILLE SONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability  
company, et al.,  
Defendants,

AND RELATED COUN-  
TER CROSS  
CLAIM AND THIRD PARTY AC-  
TIONS PREVIOUSLY FILED  
HEREIN

Including Plaintiff's  
Motion for Summary  
Judgment and Third  
Party Complaint filed Au-  
gust 5, 2014.

TO: FREDERICK J.  
GRANT  
You have been sued by  
National Golf Builders,  
Inc. et al. Case No. CV-09-0116  
in the District Court of the  
First Judicial District  
Court in and for Sonora  
County, Arizona, Case No.  
CV 2014 0116.

The nature of the claim  
against you is an action to  
establish that Plaintiff's  
mortgages are senior in  
right, title and interest to  
any mortgages you may  
have in that certain real  
property located in the  
County of Sonora, State of  
Arizona, commonly known  
as the "Golf Course" and  
more particularly descen-  
ded in Plaintiff's Counter-  
claim, Cross Claim and  
Third Party Complaint  
filed in and about August  
19, 2014. Third Party  
Complaint, and to fore-  
close said mortgages.

Any time after twenty  
days following the  
issuance of this  
Summons in Third Party  
Complaint "Summons",  
the Court may enter a  
judgment against you  
without further notice,  
unless prior to that time  
you have filed a written  
response in the proper  
form, including the case  
number and have paid  
any required filing fee to  
the Clerk of the Court at  
215 South West Avenue,  
Phoenix, Arizona 85004,  
308.265.465, and serve a  
copy of our response on  
Plaintiff's attorney as be-  
low:

Richard L. Stacey, SB  
45800  
Jeff J. Stokes, SB 45085  
MICCHELE MAGNEN  
STOKES & STOKES PLLC  
325 West Front Street,  
Suite 300  
Phoenix, Arizona 85002  
308-498-1100  
Fax: 308-498-1110  
rsl@rslstokes.com  
jstokes@rslstokes.com

A copy of the Summons  
and Third Party Complaint  
can be obtained by con-  
tacting either the Clerk of  
the Court or Plaintiff's at-  
torneys. If you wish legal

assistance, you should  
immediately retain an at-  
torney to advise you in  
this matter.

DATED this 19th day of  
January, 2015.

MICHAEL A. ROSEDALE  
CLERK OF THE DISTRICT  
COURT  
By:  
Deputy Clerk  
John R. Papp, S. J.  
9. 2015

17

# Arizona Business Gazette

The business resource

PO BOX 194  
Phoenix, Arizona 85001-0194  
(602) 444-7315 FAX (602) 444-5901

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS.

Manny Vargas, being first duly sworn, upon oath  
deposes and says: That he is the Legal Ad Rep of the  
Arizona Business Gazette, a newspaper of general  
circulation in the county of Maricopa, State of Arizona,  
published weekly at Phoenix, Arizona, and that the  
copy hereto attached is a true copy of the advertisement  
published in the said paper on the dates indicated.

- 1/29/2015
- 2/5/2015
- 2/12/2015
- 2/19/2015

Sworn to before me this  
19TH day of  
FEBRUARY 2015

Notary Public

COPY

BRIAN BILLINGS  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Commission Expires  
July 25, 2017

EXHIBIT  
1

2757

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

---

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN  
[including Valiant Idaho, LLC's  
Counterclaim, Cross-Claim and Third Party  
Complaint Filed August 19, 2014].**

---

Case No. CV-09-1810

**SUMMONS ON THIRD PARTY  
COMPLAINT  
[Frederick J. Grant]**

Honorable Barbara A. Buchanan

**TO: FREDERICK J. GRANT**

You have been sued by Defendant/Counter-Claimant/Cross-Claimant/Third Party Plaintiff Valiant Idaho, LLC ("Valiant") in the First Judicial District Court in and for Bonner County, Idaho, Case No. CV-2009-1810.

The nature of the claim against you is an action to establish that Valiant's mortgages are senior in right, title and interest to any interest you may have in that certain real property located in the County of Bonner, State of Idaho, commonly known as "The Idaho Club" and more particularly described in Valiant's Counterclaim, Cross-Claim and Third Party Complaint filed on or about August 19, 2014 ("Third Party Complaint"), and to foreclose said mortgages.

**SUMMONS ON THIRD PARTY COMPLAINT**

[Frederick J. Grant] - Page 1

E:\1547 20\PLD\CV-2009-1810\Publish-Summons F Grant 150106.doc

Any time after twenty (20) days following the last publication of this Summons on Third Party Complaint ("Summons"), the Court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the case number, and have paid any required filing fee to the Clerk of the Court at **215 South First Avenue, Sandpoint, Idaho 83864, 208.265.1445**, and served a copy of your response on Valiant's attorney, as follows:

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
McCONNELL WAGNER SYKES & STACEY PLLC  
755 West Front Street, Suite 200  
Boise, Idaho 83702  
Telephone: 208.489.0100  
Facsimile: 208.489.0110  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)

A copy of the Summons and Third Party Complaint can be obtained by contacting either the Clerk of the Court or Valiant's attorneys. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

DATED this 13 day of Jan 2015.

*Michael W. McConnell*  
CLERK OF THE DISTRICT COURT

By: *[Signature]*

Deputy Clerk

SUMMONS ON THIRD PARTY COMPLAINT

[Frederick J. Grant] - Page 2

EN1547.20\PLEDCV-2009-1310\Publish-Summons F. Grant 150106.doc

Case No. CV-09-1810  
SUMMONS ON THIRD  
PARTY COMPLAINT  
(Exclusive Grant)  
Honorable Barbara A.  
Buchanan

IN THE DISTRICT COURT  
OF THE FIRST JUDICIAL  
DISTRICT OF THE STATE  
OF ARIZONA AND FOR  
THE COUNTY OF MARICOPA  
BENEFIS GOLF BUILD-  
ERS, INC.

Defendant known as  
NATIONAL GOLF BUILD-  
ERS, INC.  
a Nevada corporation,  
Plaintiff.

AND BRIGITTE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability  
company, et al.  
Defendants  
AND RELATED COUN-  
TER CROSS  
AND THIRD PARTY AC-  
TIONS PREVIOUSLY FILED  
HEREIN.

including Valiant Ma-  
no, LLC's Counterclaim,  
Cross-Claim and Third  
Party Complaint filed Au-  
gust 29, 2014.

TO CHRISTINE BRANT  
You have been sued by  
Defendant, Plaintiff,  
and Third Party Complainant.

The nature of the claim  
against you is an action to  
establish that Valiant's  
purposes are within the  
right, title and interest of  
any interest you may  
have in that certain real  
property located in the  
County of Maricopa, State of  
Arizona, only known  
as the Club and  
more particularly descri-  
bed in Valiant's Counter-  
claim, Cross-Claim and  
Third Party Complaint  
filed in or about August  
29, 2014, and Third Party  
Complaint, and to trans-  
mit and reassign.

Any time after twenty  
days following the  
last publication of this  
Summons in Third Party  
Complaint, the Court may enter a  
judgment against you  
without further notice,  
unless prior to that time  
you have filed a written  
response in the proper  
form, including the case  
number, and have paid  
my required filing fee to  
the Clerk of the Court at  
115 South West Avenue,  
Phoenix, Arizona 85004,  
308.265.1445, and served a  
copy of your response to  
Valiant's attorney, as of-  
fices:

Richard L. Stacey, ISB  
#6800  
Jeff E. Sykes, ISB #5058  
McCOMBELL WAGNER  
STACY & STACEY, P.C.  
155 West First Street,  
Suite 300  
Phoenix, Arizona 85002  
Telephone: 308.489.1100  
Facsimile: 308.489.1113  
stacey@mwsslawyers.com  
sykes@mwsslawyers.com

A copy of the Summons  
and Third Party Complaint  
can be obtained by con-  
tacting either the Clerk of  
the Court or Valiant's at-  
torneys. If you wish legal  
assistance, you should  
immediately retain an at-  
torney to advise you in  
this matter.

DATED this 13th day of  
January 2015.

MICHAEL M. ROSENBERG  
CLERK OF THE DISTRICT  
COURT

By: Sr.  
Deputy Clerk  
Pub. Ser. 19, Feb. 5, 2015.  
MRS

# Arizona Business Gazette

The business resource

PO BOX 194  
Phoenix, Arizona 85001-0194  
(602) 444-7315 FAX (602) 444-5901

STATE OF ARIZONA }  
COUNTY OF MARICOPA } SS.

Manny Vargas, being first duly sworn, upon oath  
deposes and says: That he is the Legal Ad Rep of the  
Arizona Business Gazette, a newspaper of general  
circulation in the county of Maricopa, State of Arizona,  
published weekly at Phoenix, Arizona, and that the  
copy hereto attached is a true copy of the advertisement  
published in the said paper on the dates indicated.

- 1/29/2015
- 2/5/2015
- 2/12/2015
- 2/19/2015

Sworn to before me this  
19TH day of  
FEBRUARY 2015



BRIAN BRIDGES  
Notary Public - State of Arizona  
My Commission Expires  
01/31/2016  
bbridges@notary.com  
602.444.7315

EXHIBIT  
2  
2760

COPY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-09-1810

SUMMONS ON THIRD PARTY  
COMPLAINT  
[Christine Grant]

Honorable Barbara A. Buchanan

---

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN  
[including Valiant Idaho, LLC's  
Counterclaim, Cross-Claim and Third Party  
Complaint Filed August 19, 2014].

---

**TO: CHRISTINE GRANT**

You have been sued by Defendant Counter-Claimant/Cross-Claimant/Third Party Plaintiff Valiant Idaho, LLC ("Valiant") in the First Judicial District Court in and for Bonner County, Idaho, Case No. CV-2009-1810.

The nature of the claim against you is an action to establish that Valiant's mortgages are senior in right, title and interest to any interest you may have in that certain real property located in the County of Bonner, State of Idaho, commonly known as "The Idaho Club" and more particularly described in Valiant's Counterclaim, Cross-Claim and Third Party Complaint filed on or about August 19, 2014 ("Third Party Complaint"), and to foreclose said mortgages.

SUMMONS ON THIRD PARTY COMPLAINT

[Christine Grant] - Page 1

E:\154720\PLD\CY-2009-1810\Publish-Summons C. Grant\_50106.doc

Any time after twenty (20) days following the last publication of this Summons on Third Party Complaint ("Summons"), the Court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the case number, and have paid any required filing fee to the Clerk of the Court at **215 South First Avenue, Sandpoint, Idaho 83864, 208.265.1445**, and served a copy of your response on Valiant's attorney, as follows:

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
McCONNELL WAGNER SYKES & STACEY PLLC  
755 West Front Street, Suite 200  
Boise, Idaho 83702  
Telephone: 208.439.0100  
Facsimile: 208.439.0110  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)

A copy of the Summons and Third Party Complaint can be obtained by contacting either the Clerk of the Court or Valiant's attorneys. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

DATED this 15 day of June 2015.

*Michael D. Rowland*  
CLERK OF THE DISTRICT COURT

By: *[Signature]*  
Deputy Clerk

SUMMONS ON THIRD PARTY COMPLAINT

Christine Grant - Page 2

E:\1547 2015\PLD\CV-2009-1310\Publish-Summons C. Grant 150106.doc

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
McCONNELL WAGNER SYKES & STACEY <sup>PLLC</sup>  
755 West Front Street, Suite 200  
Boise, Idaho 83702  
Telephone: 208.489.0100  
Facsimile: *Currently Unavailable*  
stacey@mwsslawyers.com  
sykes@mwsslawyers.com

Attorneys For Valiant Idaho, LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.

Case No. CV-09-1810

DECLARATION OF  
PAMELA A. LEMIEUX IN SUPPORT OF  
VALIANT IDAHO, LLC'S  
MOTION FOR ENTRY OF DEFAULT  
AGAINST THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT  
AND  
CHRISTINE GRANT

Honorable Barbara A. Buchanan

DECLARATION OF PAMELA A. LEMIEUX IN SUPPORT  
OF VALIANT IDAHO, LLC'S MOTION FOR ENTRY  
OF DEFAULT AGAINST THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT AND CHRISTINE GRANT - Page 1  
E:\1547 20\PLD\CV-2009-1810\Default Grants-Dec of PAL 150513.doc

ORIGINAL  
2763

VALIANT IDAHO, LLC,  
an Idaho limited liability company,

Third Party Plaintiff,

vs.

PEND OREILLE BONNER DEVELOPMENT  
HOLDINGS, INC., a Nevada corporation;  
BAR K, INC., a California corporation;  
TIMBERLINE INVESTMENTS LLC,  
an Idaho limited liability company;  
AMY KORENGUT, a married woman;  
HLT REAL ESTATE, LLC,  
an Idaho limited liability company;  
INDEPENDENT MORTGAGE LTD. CO.,  
an Idaho limited liability company;  
PANHANDLE MANAGEMENT  
INCORPORATED, an Idaho corporation;  
FREDERICK J. GRANT, an individual;  
CHRISTINE GRANT, an individual;  
RUSS CAPITAL GROUP, LLC,  
an Arizona limited liability company;  
MOUNTAIN WEST BANK, a division of  
GLACIER BANK, a Montana corporation;  
FIRST AMERICAN TITLE COMPANY,  
a California corporation;  
NETTA SOURCE LLC,  
a Missouri limited liability company;  
MONTAHENO INVESTMENTS, LLC,  
a Nevada limited liability company;  
CHARLES W. REEVES and  
ANN B. REEVES, husband and wife;  
and C. E. KRAMER CRANE &  
CONTRACTING, INC., an Idaho corporation,

Third Party Defendants.



Pursuant to Rule 7(d) of the Idaho Rules of Civil Procedure and Idaho Code § 9-1406,

**Pamela A. Lemieux** declares as follows:

1. I am employed as a legal secretary at McConnell Wagner Sykes & Stacey PLLC, attorneys of record for Valiant Idaho, LLC ("Valiant"). I make this Declaration in support of the Motion For Entry of Default Against Third Party Defendants Frederick J. Grant and Christine Grant (collectively, "Grants") filed concurrently and upon my personal knowledge.

2. On March 31, 2015, via United States Certified Mail, Return Receipt Requested ("Certified Mail"), I sent one copy of the Summons on Third Party Complaint issued to Frederick J. Grant and one copy of Valiant's Counterclaim, Cross-Claim and Third Party Complaint ("3<sup>rd</sup> Party Complaint") to Mr. Grant at each of the following addresses:

10797 East Quartz Rock Road  
Scottsdale, Arizona 85255

and

8924 East Pinnacle Peak Road, Suite 5  
Scottsdale, Arizona 85225

3. On March 31, 2015, via Certified Mail, I sent one copy of the Summons on Third Party Complaint issued to Christine Grant and one copy of Valiant's 3<sup>rd</sup> Party Complaint to Ms. Grant at each of the following addresses:

10797 East Quartz Rock Road  
Scottsdale, Arizona 85255

and

8924 East Pinnacle Peak Road, Suite 5  
Scottsdale, Arizona 85225

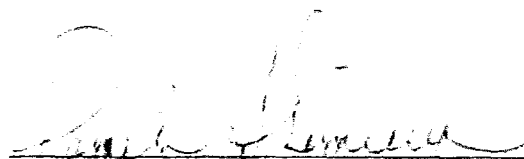
4. Attached as Exhibit 1 are true and correct copies of the Certified Mail Receipts for each of the foregoing packages, with a postmark of March 31, 2015.

5. The certified mailings sent to the Pinnacle Peak Road address were received and signed-for by "A. Brown." The certified mailings sent to the Quartz Rock Road address were received and signed-for by "Kathleen Nagy." True and correct copies of the Domestic Return Receipts are attached as Exhibit 2.

6. More than twenty (20) days have elapsed since the Grants were served via Certified Mail with copies of their respective Summons on Third Party Complaint and the 3<sup>rd</sup> Party Complaint.

I HEREBY CERTIFY AND DECLARE, under penalty of perjury pursuant to the laws of the State of Idaho, that the foregoing is true and correct.

DATED this 20<sup>th</sup> day of May 2015.

  
PAMELA A. LEMIEUX

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on the 20<sup>th</sup> day of May 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

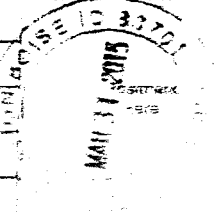
Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [    ] Hand Delivered [    ] Facsimile [    ] Overnight Mail [    ] Electronic Mail  <u>brucea@zeiname.com</u>
Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [    ] Hand Delivered [    ] Facsimile [    ] Overnight Mail [    ] Electronic Mail  <u>bef@featherstonlaw.com</u>
Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For J.V., LLC</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [    ] Hand Delivered [    ] Facsimile [    ] Overnight Mail [    ] Electronic Mail  <u>garyfinney@finneylaw.net</u>
D. Toby McLaughlin, Esq. Berg & McLaughlin 414 Church Street, Suite 203 Sandpoint, Idaho 83864 Telephone: 208.263.4748 Facsimile: 208.263.7557 <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [    ] Hand Delivered [    ] Facsimile [    ] Overnight Mail [    ] Electronic Mail  <u>tobw@sandpointlaw.com</u>

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Name: **Mr. Frederick J. Grant**  
 Street, Apt. No.,  
 or PO Box No. **10797 East Quartz Rock Road**  
**Scottsdale, AZ 85255**  
 City, State, ZIP+4

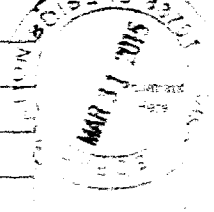
PS Form 3800, August 2006 See Reverse for Instructions

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Name: **Mr. Frederick J. Grant**  
 Street, Apt. No.,  
 or PO Box No. **8924 E. Pinnacle Peak Rd, Suite 5**  
**Scottsdale, AZ 85225**  
 City, State, ZIP+4

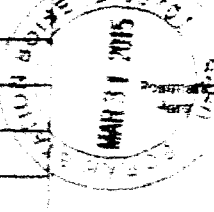
PS Form 3800, August 2006 See Reverse for Instructions

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Name: **Ms. Christine Grant**  
 Street, Apt. No.,  
 or PO Box No. **10797 East Quartz Rock Road**  
**Scottsdale, AZ 85255**  
 City, State, ZIP+4

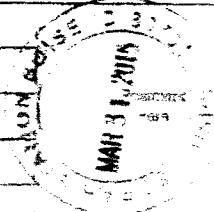
PS Form 3800, August 2006 See Reverse for Instructions

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



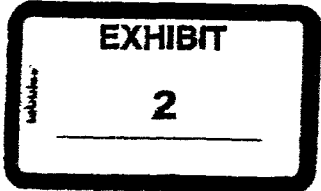
Name: **Ms. Christine Grant**  
 Street, Apt. No.,  
 or PO Box No. **8924 E. Pinnacle Peak Rd, Suite 5**  
**Scottsdale, AZ 85225**  
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee  <i>Katherine Phang</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery  <i>Katherine Phang 4/9/15</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Mr. Frederick J. Grant          10797 East Quartz Rock Road          Scottsdale, AZ 85255</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label)</p>	<p>7012 2210 0001 2436 1372</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-01-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee  <i>Katherine Phang</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery  <i>Katherine Phang 4/9/15</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Ms. Christine. Grant          10797 East Quartz Rock Road          Scottsdale, AZ 85255</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number          (Transfer from service label)</p>	<p>7012 2210 0001 2436 1325</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-01-1540</p>	



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Ms. Christine Grant**  
**8924 E. Pinnacle Peak Rd, Suite 5**  
**Scottsdale, AZ 85225**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  

B. Received by (Printed Name): Christine Grant D. Date of Delivery

C. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7012 2210 0001 2-11 1351

PS Form 3811, July 2012

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Mr. Frederick J. Grant**  
**8924 E. Pinnacle Peak Rd, Suite 5**  
**Scottsdale, AZ 85225**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  

B. Received by (Printed Name): Frederick J. Grant D. Date of Delivery

C. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

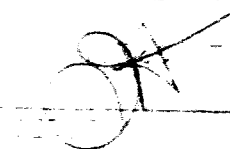
(Transfer from service label)

7012 2210 0001 2-11 1351

PS Form 3811, July 2012

Domestic Return Receipt

2015 JUN 2 10:48 AM  
 DISTRICT COURT  
 CLERK  
 100 N. 1ST ST.  
 BOYD, IDAHO 83721  
 (208) 325-2448  
 FAX (208) 325-2449  
 www.dccourts.gov



Susan P. Weeks, ISB No. 4255  
 JAMES, VERNON & WEEKS, PA  
 1626 Lincoln Way  
 Coeur d'Alene, Idaho 83814  
 Telephone: (208) 667-0683  
 Facsimile: (208) 664-1684  
sweeks@jvwlaw.net

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly  
known as NATIONAL GOLF BUILDERS,  
INC., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC, a Nevada limited  
liability company; et al.,

Defendants.

Case No. CV-2009-01810

DEFENDANTS NORTH IDAHO  
 RESORTS, LLC AND VP  
 INCORPORATED'S SECOND MOTION  
 FOR ENLARGEMENT OF TIME TO FILE  
 MEMORANDUM IN SUPPORT OF  
 MOTION FOR RECONSIDERATION AND  
 CLARIFICATION

AND RELATED COUNTER, CROSS  
 AND THIRD PARTY ACTIONS  
 PREVIOUSLY FILED HEREIN

COME NOW Defendants, North Idaho Resorts, LLC and VP, Incorporated, by and  
 through their attorney of record, Susan P. Weeks of the law firm James, Vernon & Weeks, P.A.,  
 and pursuant to I.R.C.P. 6(b), hereby moves this Court for a seven (7) day enlargement of time,  
 through and including June 2, 2015 in which to file Defendants North Idaho Resorts, LLC and  
 VP Incorporated's Memorandum in Support of Motion for Reconsideration and Clarification.

DEFENDANTS NORTH IDAHO RESORTS, LLC AND VP INCORPORATED'S  
 SECOND MOTION FOR ENLARGEMENT OF TIME TO FILE MEMORANDUM IN  
 SUPPORT OF MOTION FOR RECONSIDERATION AND CLARIFICATION: 1 2771

This motion is made because counsel's partner was appointed to the bench as Kootenai County District Judge which has resulted in transfer of a significant portion of her case load to the undersigned. Counsel requires more time to research and prepare a memorandum in support of the motion. Defendant, Valiant Idaho, LLC will not be prejudiced because the motion not is scheduled for hearing until July 8, 2015, and Defendant, Valiant Idaho, LLC will have full opportunity to respond.

DATED this 21<sup>st</sup> day of May, 2015.

JAMES, VERNON & WEEKS, P.A.

By: Susan P. Weeks  
Susan P. Weeks

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 21<sup>st</sup> day of May, 2015:

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile: 208-263-8211

Gary A. Finney  
FINNEY FINEY & FINNEY, PA  
120 E Lake St., Ste. 317  
Sandpoint, ID 83864

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile: 208-484-0110

Richard Stacey  
McConnell Wagner Sykes & Stacey, PLLC  
755 West Front St., Ste. 200  
Boise, ID 83702

Christina Umose



STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DIST.

2015 MAY 29 PM 12:46

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants

**AND ALL RELATED COUNTER,  
CROSS AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN  
[including Valiant Idaho, LLC's  
Counterclaim, Cross-Claim and Third Party  
Complaint Filed August 19, 2014].**

Case No. CV-09-1810

**ORDER FOR ENTRY OF DEFAULT  
AGAINST  
THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT  
AND  
CHRISTINE GRANT**

Honorable Barbara A. Buchanan

IN THIS ACTION, Third Party Defendants Frederick J. Grant and Christine Grant (collectively, "Grants") having been served with Valiant Idaho, LLC's Counterclaim, Cross-Claim and Third Party Complaint ("3<sup>rd</sup> Party Complaint") and their respective Summons on Third Party Complaint (1) by way of publication on January 29, 2015, February 5, 2015, February 12, 2015 and

February 19, 2015 through the Arizona Business Gazette; and (2) by way of United States Certified Mail, Return Receipt Requested, sent March 31, 2015; and the time for the Grants to have appeared and plead in response to the 3<sup>rd</sup> Party Complaint has expired and the Grants have not pled further in any manner;

NOW, THEREFORE, IT IS ORDERED AND THIS DOES ORDER, that the default of the Grants be entered herein.

DATED this 20 day of May 2015.



---


Honorable Barbara A. Buchanan  
Judge of the First Judicial District

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 1 day of June 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott & MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <u>brucea@ejame.com</u>
Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <u>bcf@featherstonlaw.com</u>
Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For J.V., LLC</i>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <u>garyfinney@finneylaw.net</u>
<p><b><u>Third Party Defendant Christine Grant:</u></b></p>	
Ms. Christine Grant 10797 East Quartz Rock Road Scottsdale, Arizona 85255	<input checked="" type="checkbox"/> U.S. Mail
Ms. Christine Grant 8924 East Pinnacle Peak Road, Suite 5 Scottsdale, Arizona 85225	<input checked="" type="checkbox"/> U.S. Mail

<b><u>Third Party Defendant Frederick J. Grant:</u></b>	
Mr. Frederick J. Grant 10797 East Quartz Rock Road Scottsdale, Arizona 85255	[ <input checked="" type="checkbox"/> ] U.S. Mail
Mr. Frederick J. Grant 8924 East Pinnacle Peak Road, Suite 5 Scottsdale, Arizona 85225	[ <input checked="" type="checkbox"/> ] U.S. Mail
D. Toby McLaughlin, Esq. Berg & McLaughlin 414 Church Street, Suite 203 Sandpoint, Idaho 83864 Telephone: 208.263.4748 Facsimile: 208.263.7557 <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [ <input type="checkbox"/> ] Hand Delivered [ <input type="checkbox"/> ] Facsimile [ <input type="checkbox"/> ] Overnight Mail [ <input type="checkbox"/> ] Electronic Mail <a href="mailto:toby@sandpointlaw.com">toby@sandpointlaw.com</a>
Richard L. Stacey, Esq. Jeff R. Sykes, Esq. McConnell Wagner Sykes & Stacey PLLC 755 West Front Street, Suite 200 Boise, Idaho 83702 Telephone: 208.489.0100 Facsimile: <i>Currently Unavailable</i> <i>Counsel For Valiant Idaho, LLC</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [ <input type="checkbox"/> ] Hand Delivered [ <input type="checkbox"/> ] Facsimile [ <input type="checkbox"/> ] Overnight Mail [ <input type="checkbox"/> ] Electronic Mail <a href="mailto:stacey@mwsslawvers.com">stacey@mwsslawvers.com</a> <a href="mailto:sykes@mwsslawvers.com">sykes@mwsslawvers.com</a>
Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [ <input type="checkbox"/> ] Hand Delivered [ <input type="checkbox"/> ] Facsimile [ <input type="checkbox"/> ] Overnight Mail [ <input type="checkbox"/> ] Electronic Mail <a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a>

  
 \_\_\_\_\_  
 Clerk of the Court - *Deputy*

STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DIST.

2015 MAY 29 AM 12:43

CLERK DISTRICT COURT

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND ORELLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

**AND ALL RELATED COUNTER,  
CROSS AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN  
[including Valiant Idaho, LLC's  
Counterclaim, Cross-Claim and Third Party  
Complaint Filed August 19, 2014].**

Case No. CV-09-1810

**CLERK'S ENTRY OF DEFAULT  
AGAINST  
THIRD PARTY DEFENDANTS  
FREDERICK J. GRANT  
AND  
CHRISTINE GRANT**

Honorable Barbara A. Buchanan

IN THIS ACTION, Third Party Defendants Frederick J. Grant and Christine Grant (collectively, "Grants") having been served with Valiant Idaho, LLC's Counterclaim, Cross-Claim and Third Party Complaint ("3<sup>rd</sup> Party Complaint") and their respective Summons on Third Party Complaint (1) by way of publication on January 29, 2015, February 5, 2015, February 12, 2015 and

CLERK'S ENTRY OF DEFAULT AGAINST  
THIRD PARTY DEFENDANTS FREDERICK J. GRANT  
AND CHRISTINE GRANT - Page 1

\\MS4720\PLD\CV-2009-1810\Default Grants-Clerks Entry 150520.doc

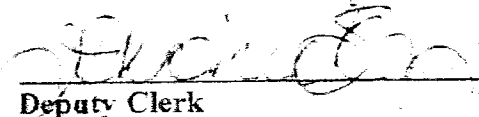
ORIGINAL  
2777

February 19, 2015 through the Arizona Business Gazette; and (2) by way of United States Certified Mail, Return Receipt Requested, sent March 31, 2015; and the time for the Grants to have appeared and plead in response to the 3<sup>rd</sup> Party Complaint has expired and the Grants have not pled further in any manner;

**DEFAULT IS HEREBY ENTERED and filed according to law.**

WITNESS MY HAND AND SEAL of this Court on the 29<sup>th</sup> day of June 2015.

CLERK OF THE DISTRICT COURT

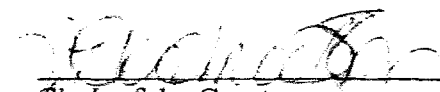
  
Deputy Clerk

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 1 day of July 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies)

<p>Bruce A. Anderson, Esq. Elsaesser Jarzabek Anderson Elliott &amp; MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:brucea@ejame.com">brucea@ejame.com</a></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:bef@featherstonlaw.com">bef@featherstonlaw.com</a></p>
<p>Gary A. Finney, Esq. Finney Finney &amp; Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For J.V., LLC</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail  <a href="mailto:garyfinney@finneylaw.net">garyfinney@finneylaw.net</a></p>
<p><b><u>Third Party Defendant Christine Grant:</u></b></p>	
<p>Ms. Christine Grant 10797 East Quartz Rock Road Scottsdale, Arizona 85255</p>	<p><input checked="" type="checkbox"/> U.S. Mail</p>
<p>Ms. Christine Grant 8924 East Pinnacle Peak Road, Suite 5 Scottsdale, Arizona 85225</p>	<p><input checked="" type="checkbox"/> U.S. Mail</p>

<b><u>Third Party Defendant Frederick J. Grant:</u></b>	
Mr. Frederick J. Grant 10797 East Quartz Rock Road Scottsdale, Arizona 85255	[ <input checked="" type="checkbox"/> ] U.S. Mail
Mr. Frederick J. Grant 8924 East Pinnacle Peak Road, Suite 5 Scottsdale, Arizona 85225	[ <input checked="" type="checkbox"/> ] U.S. Mail
D. Toby McLaughlin, Esq. Berg & McLaughlin 414 Church Street, Suite 203 Sandpoint, Idaho 83864 Telephone: 208.263.4743 Facsimile: 208.263.7557 <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [ <input type="checkbox"/> ] Hand Delivered [ <input type="checkbox"/> ] Facsimile [ <input type="checkbox"/> ] Overnight Mail [ <input type="checkbox"/> ] Electronic Mail <a href="mailto:rob@sandpointlaw.com">rob@sandpointlaw.com</a>
Richard L. Stacey, Esq. Jeff R. Sykes, Esq. McConnell Wagner Sykes & Stacey PLLC 755 West Front Street, Suite 200 Boise, Idaho 83702 Telephone: 208.489.0100 Facsimile: <i>Currently Unavailable</i> <i>Counsel For Valiant Idaho, LLC</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [ <input type="checkbox"/> ] Hand Delivered [ <input type="checkbox"/> ] Facsimile [ <input type="checkbox"/> ] Overnight Mail [ <input type="checkbox"/> ] Electronic Mail <a href="mailto:stacey@mwslawyers.com">stacey@mwslawyers.com</a> <a href="mailto:sykes@mwslawyers.com">sykes@mwslawyers.com</a>
Susan P. Weeks, Esq. James, Vernon & Weeks, PA 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated/North Idaho Resorts</i>	[ <input checked="" type="checkbox"/> ] U.S. Mail [ <input type="checkbox"/> ] Hand Delivered [ <input type="checkbox"/> ] Facsimile [ <input type="checkbox"/> ] Overnight Mail [ <input type="checkbox"/> ] Electronic Mail <a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a>

  
 Clerk of the Court - *Richard L. Stacey*



Susan P. Weeks, ISB No. 4255  
JAMES, VERNON & WEEKS, PA  
1525 Lincoln Way  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 667-0683  
Facsimile: (208) 664-1684  
sweeks@jvwlaw.net

SUSAN P. WEEKS  
Attorney

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly  
known as NATIONAL GOLF BUILDERS,  
INC., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC, a Nevada limited  
liability company; et al.,

Defendants.

Case No. CV-2009-01810

RENEWED MOTION FOR  
RECONSIDERATION AND  
CLARIFICATION

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN

North Idaho Resorts, LLC (NIR) and VP, Inc. (VP) by and through their counsel of  
record, Susan P. Weeks of the firm James, Vernon & Weeks, P.A., hereby moves the Court  
pursuant to Rule 11 (a)(2) I.R.C.P, for reconsideration of the Court's Memorandum Decision and

Order in the above matter. NIR and VP also seek a clarification of the decision. Oral argument is requested.

DATED this 16<sup>TH</sup> day of June, 2015.

JAMES, VERNON & WEEKS, P.A.

Susan P. Weeks  
Susan P. Weeks

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 16<sup>th</sup> day of June, 2015:

- |              |                                |                                       |
|--------------|--------------------------------|---------------------------------------|
| <u>    </u>  | U.S. Mail, Postage Prepaid     | Gary A. Finney                        |
| <u>    </u>  | Hand Delivered                 | FINNEY FINNEY & FINNEY, PA            |
| <u>    </u>  | Overnight Mail                 | 120 E Lake St., Ste. 317              |
| <u>  ✓  </u> | Facsimile: 208-263-8211        | Sandpoint, ID 83364                   |
| <u>  ✓  </u> | U.S. Mail, Postage Prepaid     | Richard Stacey                        |
| <u>    </u>  | Hand Delivered                 | Jeff Sykes                            |
| <u>    </u>  | Overnight Mail                 | McCormell Wagner Sykes & Stacey, PLLC |
| <u>    </u>  | Facsimile: 208-489-0110        | 755 West Front St., Ste. 200          |
| <u>  ✓  </u> | electronic mail:               | Boise, ID 83702                       |
|              | <i>lemieux@musslawyers.com</i> |                                       |

Christine Cross

Susan P. Weeks, ISB No. 4255  
JAMES, VERNON & WEEKS, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 667-0683  
Facsimile: (208) 664-1684  
sweeks@jvwlaw.net

*[Handwritten signature]*

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly  
known as NATIONAL GOLF BUILDERS,  
INC., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC, a Nevada limited  
liability company; et al.,

Defendants.

Case No. CV-2009-01810

MEMORANDUM IN SUPPORT OF  
RENEWED MOTION FOR  
RECONSIDERATION AND  
CLARIFICATION

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN

North Idaho Resorts, LLC (NIR) and VP, Inc. (VP) filed a renewed motion for reconsideration of the Court's Memorandum Decision and Order in the above matter. The following brief is submitted in support of this renewed motion.

**II. RELEVANT PROCEDURAL BACKGROUND**

Valiant Idaho filed a complaint seeking to foreclose its mortgage in the Idaho Club Property and seeking a determination its interests were superior and senior in right, title and

interest to *any* interest claimed by the claimants in the Idaho Club Property. In its Memorandum Decision & Order Granting Valiant Idaho, LLC's, the Court granted summary judgment against NIR and VP. NIR and VP file this renewed motion seeking reconsideration of a portion of the decision, and clarification of a portion.

### I. LEGAL STANDARD

A trial court's decision to grant or deny a motion for reconsideration is reviewed for an abuse of discretion. *Jordan v. Beeks*, 135 Idaho 586, 592, 21 P.3d 908, 914 (2001). A party making a motion for reconsideration is permitted to present new evidence, but is not required to do so. *Johnson v. Lambros*, 143 Idaho 468, 147 P.3d 100 (Ct.App. 2006).

When deciding a motion for reconsideration, the district court must apply the same standard of review that it applied when deciding the original order being reconsidered. *Fragnella v. Petrovich*, 153 Idaho 266, 276, 281 P.3d 103, 113 (2012). Since the motion sought to be reconsidered in the present case is Valiant Idaho, LLC's Motion for Summary Judgment, the standard of review under Idaho Rule of Civil Procedure 56(c) applies. A summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); *Sewell v. Neilson, Monroe Inc.*, 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct.App. 1985). A mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue for purposes of summary judgment. *Samuel v. Hepworth, Nungester & Lezamiz, Inc.*, 134, Idaho 84, 87, 996 P.2d 303, 306 (2002).

Summary judgment must be denied if reasonable persons could reach differing conclusions or draw conflicting inferences from the evidence. *Smith v. Meridian Joint School District No. 2*, 128 Idaho 714, 718, 918 P.2d 583, 587 (1996).

## II. FOUNDATION FOR FORECLOSURE

The legal descriptions for the mortgages through which Valiant claims foreclosure do not match the legal descriptions of the property identified by Valiant as the Idaho Club Property in its complaint against which it seeks foreclosure. No foundation was laid or presented to the Court by Valiant that the property upon which Valiant seeks a decree of foreclosure is the same property as described in the various mortgages. Clarification is requested by VP and NIR to understand the evidence utilized by the Court to reach the conclusion that Valiant is entitled to foreclosure of the property described in its complaint given the differences in the legal descriptions between the complaint and the various security documents.

Turning to the 2007 RE Loan Note and Mortgage, associated with Loan No. P0099, the only portion of the legal description in the mortgage which matches the Idaho Club Property identified by Valiant in its Complaint as the subject of its foreclosure action are Section A, Parcels 1 and 2. No foundation was provided by Valiant that the remaining parcels of property described by it in its complaint as the Idaho Club Property are encompassed by this mortgage, or the other mortgages.

Further, regarding Sykes Exhibit 19, which related to the MF08 Note and Mortgage, there was no mortgage against Lot 2, Block 17 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition as recorded in Book 8 of Plats, Page 77, Records of Bonner County described in the mortgages. Nonetheless, Valiant seeks foreclosure on this lot. VP's interest in

this lot may not be foreclosed as there is no evidence before the Court that Valiant has an interest in this lot based upon the mortgages assigned to it.

### III. REASONABLE INFERENCES REGARDING THE 2007 RE LOAN SATISFACTION AND THE PENSICO NOTE SATISFACTION

In its opinion, the Court indicated, "[t]here has been insufficient evidence presented by JV, NIR, and VP that any of the foregoing Mortgages has been satisfied or released." NIR and VP respectfully submit this is an incorrect standard.

The Defendants in this matter placed in the record a July 31, 2008, loan closing statement from the title company in connection with MF08 Note and Mortgage (identified as Loan No. P0107 provided to Jim Berry, Manager of JV. The closing statement reflected that the 2007 RE Loan (Loan No. P0099) and the Pensico Loan (Loan No. P0106) were paid with proceeds from the MF08 All Inclusive Loan. Berry Affidavit filed August 12, 2013, Exhibit A.

The matter before the Court is a summary judgment. It appears the Court weighed the conflicting evidence regarding the payment of these two loans and determined that the MF08 loan closing statement was insufficient to overcome Reeve's affidavit that these loans were not paid. At a summary judgment proceeding, it is improper for the Court to weigh evidence. The reasonable inference from the MF08 loan closing statement was that the 2007 RE loan and the Pensico Loan were paid by loan proceeds obtained in the 2008 MF08 loan closing.

### IV. NIR'S CLAIMED INTEREST

The Court correctly observed that Idaho is a race-notice state. The Court further observed that there was insufficient evidence to dispute that any of the loans were entered into in good faith and for value. Once again, it appears the Court weighed the evidence. The issue is whether there was evidence, when evaluated in a light most favorable to the non-moving party prevented entry of summary judgment.

Nothing presented by Valiant indicated whether RE Loans, MF08 or Pensco were good faith encumbrancers. NIR and VP presented evidence at summary judgment that RE Loans, Pensco and MF08 are related entities managed and controlled by Barney Ng. The evidence indicated Ng was aware that the complete release of NIR's security interest in the property was a mistake and it was intended that there only be a partial release. Villelli's declaration testimony was corroborated by the 2007 subordination agreement which RE Loans required NIR to file at the same time as the partial release was filed, which would have been meaningless had the parties intended a complete release of NIR's interest in connection with the 2007 RE loan. The reasonable inference was that Barney Ng had actual knowledge that NIR continued to have a vendor's lien in the property, which prevented RE Loans, MF08 and Pensco from being good faith encumbrancers. Valiant presented nothing in the record before the court demonstrating that RE Loans, MF08 or Pensco were good faith encumbrancers.

In the decision rendered in *Harris v. Bank of Commerce*, 154 Idaho 356, \_\_\_, 298 P.3d 1060, 1064 (2013), our Supreme Court held:

"One who sells real property has a vendor's lien thereon, independent of possession, for so much of the price as remains unpaid and unsecured otherwise than by the personal obligation of the buyer." I.C. § 45-301. Vendor's liens "are valid against every one claiming under the debtor, except a purchaser or encumbrancer in good faith and for value." I.C. § 45-803. With respect to the HARRISES' claimed vendor's lien in the property, there must be evidence that the Bank had notice that the purchase price for the land remained unpaid. *See Benz v. D.L. Evans Bank*, 152 Idaho 215, 228, 268 P.3d 1167, 1180 (2012) (where bank had notice that contract purchaser of property had paid a portion of the purchase price, bank was not a good faith encumbrancer).

Good faith in section 45-803 means lack of actual or constructive knowledge of the applicable lien. *Benz v. D.L. Evans Bank*, 152 Idaho 215, 228, 268 P.3d 1167, 1180 (2012).

In the present case, this Court ruled that there was not constructive notice to RE Loans or MF08 given the partial release filed against NIR's interest. However, the Court failed to address Barney Ng's actual knowledge. Dick Vilelli's affidavit demonstrates Barney Ng was aware that the release was intended only as a partial release, that MF08 and Pensco were entities related to RE Loans, and managed by Barney Ng, that Ng who was aware of NIR's vendor lien after the partial release was recorded and never disavowed it. Thus, at a minimum, the reasonable inference to be drawn with respect to NIR was that RE Loans, MF08 and Pensco were not good faith encumbrancers as they had actual notice of the vendor's lien.

#### V. CLARIFICATION REGARDING CLAIM PRECLUSION

In a footnote to the decision, the Court referenced Judge Griffin's decision. Clarification is requested if the Court intended to adopt Judge Griffin's decision as part of this Court's decision.

#### VI. VP's INTERESTS

According to I.C. § 45-1302, in any suit brought to foreclose a mortgage or lien upon real property, the plaintiff may make a party any person claiming or appearing to have or claim any title, estate, or interest to the real property, and besides granting relief in the foreclosure action, the court may determine the title, estate or interest of the defendant to the same extent and effect as in an action to quiet title. Valiant sued VP, Inc. seeking a declaration that its mortgages are senior to any claim of VP. This Court has agreed that Valiant is entitled to such a declaration. VP respectfully submits summary judgment on its quiet title claims was improper.

The only issue raised by Valiant in its summary judgment was lien priority based upon recorded mortgages and a redemption deed. It did not raise the quiet title issues that exist between it and VP. VP claims prescriptive easement claims for infrastructure, and equitable

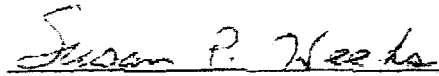


servitudes for infrastructure. These claims were not addressed by Valiant in its summary judgment.

A district court may not decide an issue not raised in the moving party's motion for summary judgment. *Thomson v. Idaho Ins. Agency, Inc.*, 126 Idaho 527, 530, 887 P.2d 1034, 1037 (1994) (holding non-moving party is not required to respond to issues not raised by the moving party even if the non-moving party ultimately has the burden of proof at trial). See also *Harwood v. Talbert*, 136 Idaho 672, 39 P.3d 612 (2001). Thus, it was improper for this Court to grant summary judgment on these issues if that was its intent.

DATED this 16<sup>th</sup> day of June, 2015.

JAMES, VERNON & WEEKS, P.A.

  
\_\_\_\_\_  
Susan P. Weeks

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 16<sup>th</sup> day of June, 2015:

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile: 208-263-8211

Gary A. Finney  
 FINNEY FINEY & FINNEY, PA  
 120 E Lake St., Ste. 317  
 Sandpoint, ID 83864

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile: 208-489-0110

Richard Stacey  
 Jeff Sykes  
 McConnell Wagner Sykes & Stacey, PLLC  
 755 West Front St., Ste. 200  
 Boise, ID 83702

*electronic mail:*  
*lemieux@musslawyers.com*

*Christina Elmore*

CLERK OF DISTRICT COURT  
COUNTY OF BONNER  
FIRST JUDICIAL DISTRICT

2015 JUN 23 AM 9:06

CLERK OF DISTRICT COURT  
COUNTY OF BONNER  
FIRST JUDICIAL DISTRICT

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF BONNER**

<b>GENESIS GOLF BUILDERS, INC., formerly</b>	)	
<b>known as NATIONAL GOLF BUILDERS,</b>	)	
<b>INC., a Nevada corporation,</b>	)	<b>CASE NO. CV-2009-0001810</b>
	)	
<b>Plaintiff,</b>	)	<b>MEMORANDUM DECISION</b>
	)	<b>AND ORDER GRANTING MOTION</b>
<b>v.</b>	)	<b>FOR ENTRY OF FINAL</b>
	)	<b>JUDGMENT</b>
<b>PEND OREILLE BONNER DEVELOPMENT,</b>	)	
<b>LLC, a Nevada limited liability company, et al.,</b>	)	
	)	
<b>Defendants.</b>	)	

THIS MATTER came before the Court on June 17, 2015, for a hearing on Valiant Idaho, LLC's Motion for Entry of Final Judgment, filed on May 20, 2015. Valiant Idaho, LLC ("Valiant") is represented by Chad M. Nicholson, of McCONNELL WAGNER SYKES & STACEY, PLLC. JV, LLC ("JV") is represented by Gary A. Finney, of FINNEY FINNEY & FINNEY, P.A. North Idaho Resorts, LLC ("NIR") and VP, Incorporated ("VP") are represented by Susan P. Weeks, of JAMES, VERNON & WEEKS, P.A.

**I. PROCEDURAL HISTORY (re: JV, NIR and VP)**

The long history of this case—spanning nearly six years—is near an end with Valiant's Motion for Entry of Final Judgment. The only parties opposing the entry of final judgment are JV, NIR, and VP (collectively, "defendants"). It is, therefore, necessary to recite the procedural

history between the defendants and Valiant as it relates to this motion.

1. **04/14/2015**—The Court entered a *Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary judgment Against JV, LLC, North Idaho Resorts, LLC, and VP, Incorporated*.
2. **04/28/2015**—JV filed a *Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 4/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to Be Set*. The 16-page motion included JV's legal arguments. On the last page of the motion, JV stated: "JV requests a hearing to present oral argument. The Court is requested not to set this motion for Court hearing until requested to do so by JV. JV needs additional time to depose Sandpoint Title records ...; depose First American records ...; and to depose Cheryl Piehl as Bonner County Tax Collector. Further ... to depose Charles Reeves ...." *Id.* at p. 16. At the time of commencement of the June 18<sup>th</sup> hearing, JV had not yet requested a hearing.
3. **04/29/2015**—NIR and VP filed a 2-page *Motion for Reconsideration and Clarification*, which stated: "Pursuant to Rule 7(b)(3)(c), I.R.C.P., NIR and VP shall a brief in support of this motion within 14 days. Oral argument is requested." *Id.* at pp. 1-2.
4. **05/11/2015**—NIR and VP filed a *Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification*, requesting a 14-day enlargement of time, until May 26, 2015.
5. **05/13/2015**—The Court entered an Order granting NIR and VP's request for enlargement of time.<sup>1</sup>

---

<sup>1</sup> On that same date, shortly after the Order had been signed, counsel for Valiant contacted the Court to indicate they intended to file an objection to the request for enlargement of time. They were informed that an Order granting the request had already been entered. So, no objection was filed.

6. **05/20/2015**—Valiant filed: (1) *Motion for Entry of Final Judgment*; (2) *Memorandum in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment*; (3) *Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment*; (4) *Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment*; and (5) *Notice of Hearing*. A hearing on the motion was set for June 17, 2015.
7. **05/26/2015**—NIR and VP filed a *Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification*, requesting a 7-day enlargement of time, until June 2, 2015.
8. **05/29/2015**—The Court entered an Order denying NIR and VP's second request for enlargement of time.
9. **06/16/2015**—NIR and VP filed: (1) *Renewed Motion for Reconsideration and Clarification*; (2) *Memorandum in Support of Renewed Motion for Reconsideration and Clarification*; and (3) *Notice of Hearing*. NIR and VP move, pursuant to Idaho Rule of Civil Procedure 11(a)(2), for reconsideration of the April 14, 2015, Memorandum Decision and Order. A hearing on the motion is set for July 8, 2015.
10. **06/16/2015**—Sage Holdings, LLC, Dan S. Jacobson, Steven G. Lazar filed a *Statement of No Objection to Valiant's Motion for Entry of Final Judgment*.

## II. APPLICABLE LAW

Idaho Rule of Civil Procedure 7(b) provides, in pertinent part:

**(b)(1) *Motions and Other Papers.* An application to the court for an order shall be by motion which, unless made during a hearing or trial, shall be made in writing, shall state with particularity the grounds therefor including the number of the applicable civil rule, if any, under which it is filed, and shall set forth the relief or order sought.** A proposed form of order, if included,

shall be a separate document. The requirement of writing is fulfilled if the motion is stated in a written notice of the hearing of the motion.

...

*(3) Time limits for filing and serving motions, affidavits and briefs.*

Unless otherwise ordered by the court, which order may for cause shown be made on ex parte application, or specified elsewhere in these rules:

**(A) A written motion, other than one which may be heard ex parte, and notice of the hearing thereon shall be filed with the court, and served so that it is received by the parties no later than fourteen (14) days before the time specified for the hearing.**

**(B) When a motion is supported by affidavit(s), the affidavit(s) shall be served with the motion, and any opposing affidavit(s) shall be filed with the court and served so that it is received by the parties no later than seven (7) days before the hearing.**

(C) It shall not be necessary to file a brief or memorandum of law in support of a motion, but the moving party must indicate upon the face of the motion whether the party desires to present oral argument or file a brief within fourteen (14) days with the court in support of the motion.

(D) If the moving party does not request oral argument upon the motion, and does not file a brief within fourteen (14) days, the court may deny such motion without notice if the court deems the motion has no merit. If argument has been requested on any motion, the court may, in its discretion, deny oral argument by counsel by written or oral notice to all counsel before the day of the hearing, and the court may limit oral argument at any time.

(E) Any brief submitted in support of a motion shall be filed with the court, and served so that it is received by the parties, at least fourteen (14) days prior to the hearing. Any responsive brief shall be filed with the court, and served so that it is received by the parties, at least seven (7) days prior to the hearing. Any reply brief shall be filed with the court, and served so that it is received by the parties, at least two (2) days prior to the hearing.

...

I.R.C.P. 7(b)(1), (3)(A)-(E) (emphasis supplied).

### III. DISCUSSION

In this case, the Court finds that, in filing its motion for entry of final judgment, Valiant fully complied with Rule 7(b)(1), *supra*. Specifically, Valiant's motion "state[d] with particularity the grounds therefor including the number of the applicable civil rule, if any, under which it is filed, and ... set forth the relief or order sought." *Id.*

Valiant Idaho, LLC ..., pursuant to Rule 54 of the Idaho Rules of Civil Procedure, moves this Court for entry of a final judgment establishing the real property encumbered by the 2007 RE Loans Mortgage, the Pensco Mortgage and the MF08 Mortgage; decreeing that the encumbered property be foreclosed and sold; establishing the amount owed and secured by the 2007 RE Loans Mortgage, the Pensco Mortgage and the MF08 Mortgage; and the amount Valiant is entitled to credit bid at the sheriff sale.

*Valiant Idaho, LLC's Motion for Entry of Final Judgment*, at p. 3, ¶ 1.

Additionally, Valiant fully complied with all the time limitations set forth in Rule 7(b)(3). The motion, notice of hearing, supporting memorandum, and supporting declarations of Jeff R. Sykes and C. Dean Shafer, were filed with Court on May 20, 2015, and were served via overnight mail on May 19, 2015, upon the attorneys for JV, NIR, and VP. Accordingly, the defendants received all of the documents on May 20, 2015, a full 28 days before the hearing on June 17, 2015. The defendants do not dispute that they timely received these documents, and yet none of the defendants filed a brief or affidavit in response to the motion.

The Court further finds that Valiant's supporting declarations fully apprised the defendants of the legal description that Valiant sought to include in its proposed Final Judgment. Specifically, in the Declaration of C. Dean Shafer, Mr. Shafer states that "[t]he real property legally described in Exhibit 5 accurately describes the real property described in the Valiant Encumbrances, subtracting the parcels released from the Valiant Encumbrances, and which Valiant is entitled to foreclose." *Declaration of C. Dean Shafer*, at p. 4, ¶ 4 (emphasis in

original). Therefore, the oral arguments by the defendants' attorneys that they could not respond to the motion because they did not receive a copy of the proposed Final Judgment are disingenuous.

The attorneys for the defendants have been objecting to Valiant's right to foreclose, and to the legal description of the property upon which Valiant seeks to foreclose, ever since the hearing on Valiant's motion for summary judgment against JV, NIR and VP on March 18, 2015. Despite their vociferous protests in open court, however, JV never requested a hearing on its motion for reconsideration of the April 14<sup>th</sup> order granting summary judgment, as required by Rule 7(b)(3)(D); and NIR and VP, despite being granted additional time by this Court, never filed a supporting memorandum or a notice of hearing for their motion for reconsideration, as required by Rule 7(b)(3)(C) and (D). Moreover, JV, NIR and VP failed to file any briefs or affidavits in opposition to Valiant's motion for entry of final judgment, as required by Rule 7(b)(3)(B) and (E). If the defendants wanted to dispute the legal description set forth in the Declaration of C. Dean Shafer, the proper mechanism was to file an opposing affidavit setting forth facts to the contrary. Having failed to do so, the Declaration of C. Dean Shafer stands on the record uncontroverted as to the issue of the proper legal description.

### III. CONCLUSION AND ORDER

NOW, THEREFORE, based upon the uncontroverted Declarations of Jeff R. Sykes and C. Dean Shafer in support of the motion, IT IS HEREBY ORDERED THAT Valiant's Motion for Entry of Final Judgment is GRANTED.

IT IS FURTHER ORDERED THAT Valiant shall submit a proposed Final Judgment to the Court (with copies to JV, NIR and VP) by 5:00p.m., June 30, 2015. Any objections to the proposed Judgment must be filed with the Court in writing by 5:00 p.m. July 7, 2015.



IT IS SO ORDERED,

DATED this 23 day of June, 2015.



**Barbara Buchanan**  
District Judge

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was mailed, postage prepaid, (and delivered via facsimile transmission, where indicated), this 23 day of June, 2015, to:

Bruce A. Anderson  
ELSAESSER JARZABEK ANDERSON ELLIOTT & MACDONALD, CHTD.  
320 East Neider Avenue, Suite 102  
Coeur d' Alene, Idaho 83815  
Facsimile: 208.667.2150  
*(Attorneys for Jacobson, Lazar and Sage Holdings)*

Brent C. Featherston  
FEATHERSTON LAW FIRM, CHTD.  
113 South Second Avenue  
Sandpoint, Idaho 83864  
Facsimile: 208.263.0400  
*(Attorneys for Pensco/Mortgage Fund)*

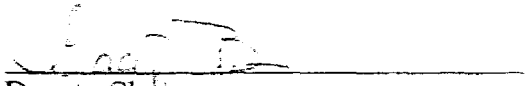
Gary A. Finney  
FINNEY FINNEY & FINNEY, PA [FAXED AND MAILED]  
120 East Lake Street, Suite 317  
Sandpoint, Idaho 83864  
Facsimile: 208.263.8211  
*(Attorneys for For J.V., LLC)*


John A. Finney  
FINNEY FINNEY & FINNEY, PA  
120 East Lake Street, Suite 317  
Sandpoint, Idaho 83864  
Facsimile: 208.263.8211  
*(Attorneys for Pucci Construction/ACI Northwest)*

D. Toby McLaughlin,  
BERG & MCLAUGHLIN, CHTD.  
414 Church Street, Suite 203  
Sandpoint, Idaho 83864  
Facsimile: 208.263.7557  
*(Attorneys for Idaho Club HOA/Panhandle Mgmt.)*

Susan P. Weeks  
JAMES, VERNON & WEEKS, PA [FAXED AND MAILED]  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814  
Facsimile: 208.664.1684  
*(Attorneys for VP, Incorporated/North Idaho Resorts, LLC)*

Richard L. Stacey  
Jeff R. Sykes  
Chad Nicholson  
McCONNELL WAGNER SYKES [FAXED AND MAILED]  
& STACEY, PLLC.  
827 East Park Boulevard, Suite 201  
Boise, ID 83712  
Fax# (208) 489-0110  
*(Attorney for R.E. Loans, LLC; and Valiant Idaho, LLC)*

  
Deputy Clerk

STATE OF IDAHO  
 County of Bonner  
 FILED 7-6-15<sup>133</sup>  
 AT 11:25 O'CLOCK AM  
 CLERK DISTRICT COURT  
 Deputy 

Susan P. Weeks, ISB No. 4255  
 JAMES, VERNON & WEEKS, PA  
 1626 Lincoln Way  
 Coeur d'Alene, Idaho 83814  
 Telephone: (208) 667-0683  
 Facsimile: (208) 664-1684  
sweeks@jvwlaw.net

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly  
 known as NATIONAL GOLF BUILDERS,  
 INC., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
 DEVELOPMENT, LLC, a Nevada limited  
 liability company; et al.,

Defendants.

Case No. CV-2009-01810

DEFENDANTS NORTH IDAHO  
 RESORTS, LLC AND VP  
 INCORPORATED'S MOTION FOR  
 ENLARGEMENT OF TIME TO FILE  
 REPLY TO PLAINTIFF'S OPPOSITION  
 TO NORTH IDAHO RESORTS, LLC AND  
 VP, INC.'S RENEWED MOTION FOR  
 RECONSIDERATION AND  
 CLARIFICATION

AND RELATED COUNTER, CROSS  
 AND THIRD PARTY ACTIONS  
 PREVIOUSLY FILED HEREIN

COME NOW Defendants, North Idaho Resorts, LLC and VP, Incorporated, by and  
 through their attorney of record, Susan P. Weeks of the law firm James, Vernon & Weeks, P.A.,  
 and pursuant to I.R.C.P. 6(b), hereby move this Court for a one (1) day enlargement of time,  
 through and including July 7, 2015 in which to file their Reply to Valiant Idaho, LLC's  
 Opposition to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration

DEFENDANTS NORTH IDAHO RESORTS, LLC AND VP INCORPORATED'S  
 MOTION FOR ENLARGEMENT OF TIME TO FILE REPLY TO PLAINTIFF'S  
 OPPOSITION TO NORTH IDAHO RESORTS, LLC AND VP, INC.'S RENEWED  
 MOTION FOR RECONSIDERATION AND CLARIFICATION

and Clarification.

This motion is made by and for the reason that counsel for North Idaho Resorts, LLC and VP, Incorporated contacted Plaintiff's counsel on Thursday July 2, 2015 to inquire whether they would be filing a response to North Idaho Resorts, LLC and VP, Inc.'s Renewed Motion for Reconsideration and Clarification. Plaintiff's Counsel's office stated the response had been sent via Federal Express on June 30, 2015 and should have been delivered the following day. Counsel for North Idaho Resorts, LLC and VP, Incorporated indicated they had not received the response via Federal Express and requested a copy of the response be sent via electronic mail on Thursday, July 2, 2015. Plaintiff's office agreed they would send the response via electronic mail on July 2, 2015. The undersigned was not provided Plaintiff's Objection until July 6, 2015 as indicated in the electronic correspondence from Plaintiff's paralegal attached hereto. The Federal Express package arrived later in the morning of July 6, 2015 as indicated on the attached Federal Express tracking sheet.

DATED this 6<sup>th</sup> day of July, 2015.

JAMES, VERNON & WEEKS, P.A.

By Susan P. Weeks  
Susan P. Weeks

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 6<sup>th</sup> day of July, 2015:

<u>      </u>	U.S. Mail, Postage Prepaid
<u>      </u>	Hand Delivered
<u>      </u>	Overnight Mail
<u>  ✓  </u>	Facsimile: 208-263-8211

Gary A. Finney  
FINNEY FINEY & FINNEY, PA  
120 E Lake St., Ste. 317  
Sandpoint, ID 83864

<u>      </u>	U.S. Mail, Postage Prepaid
<u>      </u>	Hand Delivered
<u>      </u>	Overnight Mail
<u>  ✓  </u>	Facsimile: 208-489-0110

Richard Stacey  
Jeff Sykes  
McConnell Wagner Sykes & Stacey, PLLC  
755 West Front St., Ste. 200  
Boise, ID 83702

Christina Glouse

**Christine**

---

**From:** lemieux [lemieux@mwsslawyers.com]  
**Sent:** Monday, July 06, 2015 10:04 AM  
**To:** Christine  
**Cc:** sykes; stacey; nicholson; Finney Law; garyfinney@finneylaw.net  
**Subject:** Genesis v. POBD; Valiant  
**Attachments:** Opp-NIR.pdf; Opp-JV.pdf

Christine - I apologize profusely for failing to provide our responsive pleading on the motion for reconsideration. I have attached our opposition to NIR and VP, and our opposition to JV as well.

Pamela A. Lemieux  
Legal Secretary  
McConnell Wagner Sykes + Stacey PLLC  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
T: 208.489.0100  
F: 208.489.0110  
E: [lemieux@mwsslawyers.com](mailto:lemieux@mwsslawyers.com)  
<http://www.mwsslawyers.com>

**PLEASE NOTE THAT OUR ADDRESS HAS  
CHANGED EFFECTIVE JUNE 8, 2015**

CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or distribute any information included in this email or its attachments. If you receive this email in error, please delete it from your system and contact the sender.

Track your package or shipment with FedEx Tracking

https://www.fedex.com

My Profile | Services and Tools | FedEx Locations | Contact Us | English



Ship Track Manage My Account Customs Tools Office/Print Services

Login

FedEx® Tracking

773954101410

Ship (P/U) date:  
Tues 6/30/2015 5:03 am

Actual delivery:  
Mon 7/06/2015 9:34 am

BOISE, ID US

**Delivered**

COEUR D'ALENE, ID US

Signed for by: J. STOWE

Stay connected wherever you are. Track while you travel.

Travel History

Date/Time	Activity	Location
<b>7/06/2015 - Monday</b>		
9:34 am	Delivered	COEUR D'ALENE, ID
8:24 am	On FedEx vehicle for delivery	COEUR D'ALENE, ID
7:14 am	At local FedEx facility	COEUR D'ALENE, ID
<b>7/03/2015 - Friday</b>		
10:45 am	Delivery exception Business closed - No delivery attempt	COEUR D'ALENE, ID
10:45 am	At local FedEx facility	COEUR D'ALENE, ID
8:30 am	At local FedEx facility	COEUR D'ALENE, ID
<b>7/02/2015 - Thursday</b>		
8:58 pm	At destination sort facility	SPokane, WA
4:20 pm	Departed FedEx location	MEMPHIS, TN
<b>7/01/2015 - Wednesday</b>		
5:40 am	In transit	MEMPHIS, TN
12:07 am	Arrived at FedEx location	MEMPHIS, TN
<b>6/30/2015 - Tuesday</b>		
5:03 pm	Picked up	BOISE, ID
4:19 pm	Shipment information sent to FedEx	

Shipment Facts

Tracking number	773954101410	Service	FedEx Priority Overnight
Weight	0.5 lbs / 0.23 kgs	Signature services	Adult signature required
Delivered To	Receptionist/Front Desk	Total pieces	1
Total shipment weight	0.5 lbs / 0.23 kgs	Shipper reference	10482.2
Packaging	FedEx Envelope	Special handling section	Deliver Weekday, Adult Signature Required



Additional information  
About FedEx  
Service Information  
Service Guide  
Mobile Solutions  
Healthcare Solutions  
Aerospace Solutions  
Careers

Customer Support  
Contact Us  
Frequently Asked Questions  
Send us an email  
Write to us  
Call FedEx Customer Service at  
1.800.GoFedEx.1.800.463.3339

Follow FedEx

Canada - English

STATE OF IDAHO  
COUNTY OF BONNER  
DISTRICT COURT  
JAN 16 2010  
CLERK OF DISTRICT COURT

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
Chad M. Nicholson, ISB #7506  
McCONNELL WAGNER SYKES & STACEY <sup>PLLC</sup>  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
Telephone: 208.489.0100  
Facsimile: 208.489.0110  
stacey@mwsslawyers.com  
sykes@mwsslawyers.com  
nicholson@mwsslawyers.com

Attorneys For Valiant Idaho, LLC

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-09-1810

**MEMORANDUM IN OPPOSITION TO  
NORTH IDAHO RESORTS, LLC AND  
VP, INC.'S RENEWED MOTION FOR  
RECONSIDERATION AND  
CLARIFICATION**

Honorable Barbara A. Buchanan

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.**

ORIGINAL  
2004



VALIANT IDAHO, LLC,  
an Idaho limited liability company,  
Third Party Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT HOLDINGS, INC., a  
Nevada corporation; *et al.*,

Third Party Defendants.

COMES NOW, Valiant Idaho, LLC ("Valiant") by and through its counsel of record, McConnell Wagner Sykes and Stacey, PLLC, and submits its Memorandum in Opposition to North Idaho Resorts, LLC ("NIR") and VP, Incorporated's ("VP") Renewed Motion for Reconsideration and Clarification.

#### I. PROCEDURAL HISTORY

Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP, Incorporated ("SJ Motion") was filed on January 20, 2015. Defendants North Idaho Resorts, LLC and VP Incorporated's Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment was filed on February 4, 2015. On March 18, 2015 the Court heard oral argument on the SJ Motion and on April 14, 2015 issued its Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC, North Idaho Resorts, LLC and VP, Incorporated ("Memo. Decision"). On April 29, 2015, North Idaho Resorts, LLC ("NIR") and VP, Incorporated ("VP") filed a Motion for Reconsideration and Clarification ("Reconsideration Motion"). The Reconsideration Motion was not noticed for hearing.

On May 20, 2015, Valiant filed its Motion for Entry of Final Judgment (“Final Judgment Motion”) and supporting declarations. The Final Judgment Motion requested, in part, that the Court enter a final judgment which specifies the real property subject to foreclosure and sale under Valiant’s senior mortgages. The Final Judgment Motion was noticed for hearing on June 17, 2015 – twenty eight (28) days after that motion was filed and served on NIR and VP. Having not responded to Valiant’s Final Judgment Motion, and just two days before the hearing on that motion, NIR and VP filed the Renewed Motion for Reconsideration and Clarification (“Renewed Motion”) and a supporting memorandum. The Renewed Motion claims the Memo. Decision established the legal description of real property subject to Valiant’s interest, claims that there is a genuine issue of material fact as to (1) whether the 2007 R.E. Loan and Pensco Note were satisfied and (2) whether R.E. Loans, Pensco and MF08 were good faith encumbrancers, (3) seeks clarification as to whether the Court adopted Judge Griffin’s decision, and (4) asserts that VP’s prescriptive easement and equitable servitudes claims survived Valiant’s SJ Motion.

Valiant does not object to the Court clarifying whether it intended to adopt Judge Griffin’s decision. Valiant does object to the balance of the Renewed Motion and submits that it should be denied as the Memo. Decision demonstrates that the Court viewed the evidence in the appropriate light and correctly applied applicable law.

## II. STANDARD OF REVIEW

Idaho Rule of Civil Procedure (“Rule”) 11(a)(2)(B) permits a party to file “[a] motion for reconsideration of any interlocutory orders of the trial court ... any time before the entry of final judgment but not later than fourteen (14) days after the entry of the final judgment.” “The purpose of a motion for reconsideration is to reexamine the correctness of an order[.]” *Int’l Real Estate*

*Solutions, Inc. v. Arave*, 157 Idaho 816, 819, 340 P.3d 465, 468 (2014). The Idaho Supreme “Court has explained that ‘[a] motion for reconsideration is a motion which allows the court – when new law is applied to previously presented facts, when new facts are applied to previously presented law, or any combination thereof – to reconsider the correctness of an interlocutory order.’” *Id.* quoting *Johnson v. N. Idaho Coll.*, 153 Idaho 58, 62, 278 P.3d 928, 932 (2012) (alteration in original).

While motions for reconsideration are not required to be supported by new law and new evidence<sup>1</sup>, Rule 11(a)(2)(B) does not sanction a rehashing of evidence previously presented. See *Curtis v. M.H. King Co.*, 142 Idaho 333, 388, 128 P.3d 920, 925 (2005) (applying I.C. § 72-718 and noting that such statute “functions similarly to I.R.C.P. 11(a)(2)(B) and I.R.C.P. 7(b)(3)(D).”). See also *Arregui v. Gallegos-Main, et al.*, 153 Idaho 801, 808, 291 P.3d 1000, 1007 (2012) (“new evidence is not required [to support a Rule 11(a)(2) motion] and the moving party can re-argue the same issues *in addition to new arguments.*”) (emphasis added). However, where the moving party contends new facts support reconsideration, “[t]he burden is on the moving party to bring the trial court’s attention to the new facts.[’]” *Venable v. Internet Auto Rent & Sales, Inc.*, 156 Idaho 574, 584, 329 P.3d 355, 366 (2014) quoting *Coeur d’Alene Mining Co. v. First Nat. Bank of N. Idaho*, 118 Idaho 812, 823, 890 P.2d 1026, 1037 (1990). A trial court is not required to search the record for new information which would change facts established by the Court. *Venable*, 156 Idaho at 584, 329 P.3d at 366.

///

///

---

<sup>1</sup> *Fragnella v. Petrovich*, 153 Idaho 266, 276, 281 P.3d 103, 113 (2012).

### III. RESPONSE ARGUMENT

***1. The Court's Memorandum Decision Established the Seniority of Valiant's right, title and interest as to NIR and VP but did not establish the legal description of the property subject to foreclosure and sale.***

NIR and VP first claim that the Memo. Decision was incorrectly decided because it specified the real property subject to Valiant's right, title and interest but that the legal description of the property contained in materials supporting the SJ Motion did not match the legal descriptions of the property identified in Valiant's complaint. *Memorandum in Support of Renewed Motion for Reconsideration and Clarification ("Renewed Motion Memo.")* at 3. NIR and VP's argument appears to be that the Memo. Decision incorrectly determined the specific real property subject to foreclosure and sale. This argument is frivolous as it is without basis in law or fact. Valiant's SJ Motion specifically sought "a judgment that the mortgages assigned to Valiant by R.E. Loans, LLC, Pensac Trust Co. and Mortgage Fund '08 LLC are senior and superior to any and all interest claimed by JV, L.L.C.[.]" *SJ Motion* at p. 3. Additionally, the Memo. Decision addressed the party's respective priority but did not specify the legal description of the real property subject to Valiant's right to foreclose. *Memo. Decision* at 17. The frivolousness of this argument is further demonstrated by the fact that the Renewed Motion was filed nearly a month *after* Valiant filed its Final Judgment Motion which specifically sought to establish the legal description of the real property subject to Valiant's senior mortgages and subject to foreclosure and sale.

Given the language of the SJ Motion, the Memo. Decision and the Final Judgment Motion, it was patently obviously that the Memo. Decision did *not* establish the legal description of the real property on which Valiant entitled to foreclose and sell. As such, there is nothing in the Memo. Decision on this point for the Court to reconsider. Furthermore, this objection is moot given NIR

and VP failure to respond to the Final Judgment Motion and the Court's June 23, 2015 Memorandum Decision and Order Granting Motion for Entry of Final Judgment.

**2. The Court correctly viewed the admissible evidence provided to the Court in the light most favorable to NIR and VP and correctly concluded that no genuine issue of material fact existed as to the satisfaction of the 2007 R.E. Loan and Pensco Note.**

NIR and VP claim that the Court erred in finding that the 2007 RE Loan (Loan No. P0099) and the Pensco Loan (Loan No. PC106) had not been satisfied or released. *Renewed Motion Memo.* at 4. (NIR and VP do *not* assert this same error with respect to the MF08 Loan.) This argument is based on the assertion that the Court improperly disregarded a July 31, 2008 loan closing statement from in connection with the MF08 Note and Mortgage which was attached to the "Berry Affidavit filed August 12, 2013, Exhibit A." *Id.* This claim is without merit.

The Idaho Supreme Court recently reiterated what a non-moving party must do to withstand summary judgment:

[T]o survive summary judgment, "an adverse party may not rest upon the mere allegations or denials of that party's pleadings, but the party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial." I.R.C.P. 56(c). Therefore, "the nonmoving party must submit more than just conclusory assertions that an issue of material fact exists...." *Jenkins v. Boise Cascade Corp.*, 141 Idaho 233, 238, 108 P.3d 380, 385 (2005) (citing *Northwest Bec-Corp. v. Home Living Serv.*, 136 Idaho 835, 839, 41 P.3d 263, 267 (2002)).

*Holdaway v. Broulim's Supermarket*, 2015 WL 2412186 at \*2 (May 21, 2015). "Affidavits submitted in support of or in opposition to a motion for summary judgment must be admissible under the Idaho Rules of Evidence." *Id.* at \*4 citing I.R.C.P. 56(e). Rule 56(e) requires that:

Supporting and opposing *affidavits shall be made on personal knowledge*, shall set forth such facts as would be admissible in evidence, and *shall show affirmatively that the affiant is competent to testify to the matters stated therein*. Sworn or certified copies of

all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith.

(Emphasis added.) ““The admissibility of the evidence contained in affidavits and depositions in support of or in opposition to a motion for summary judgment is a threshold question to be answered before applying the liberal construction and reasonable inferences rule to determine whether the evidence is sufficient to create a genuine issue for trial.”” *Holdaway* at \*4 quoting *Gem State Ins. Co. v. Hutchison*, 145 Idaho 10, 13, 175 P.3d 172, 175 (2007).

The closing statement attached to the Berry Affidavit was inadmissible evidence and properly disregarded by the Court. The Berry Affidavit does not lay the required foundation to demonstrate that Mr. Berry is competent to testify to the closing statement, *i.e.* he has no personal knowledge regarding the closing statement, its authenticity, or if the closing statement is even an accurate copy of any loan that was actually closed. As such, the closing statement did not raise any question of fact in this matter as to whether the 2007 RE Loans Note and Mortgage and/or the Pensco Note were satisfied.

Furthermore, Valiant submitted the Affidavit of Charles W. Reeves (“*Reeves Aff.*”), who was the custodian and member of Pend Oreille Bonner Development, LLC (“POBD”) responsible for the financing aspects of that entity. Mr. Reeves set forth in his Affidavit all of the payments made by POBD toward the 2007 RE Loans 2007 Note, the Pensco Note and the MF08 Note. Mr. Reeves testified that, under the 2007 RE Loans Note and Mortgage, POBD owes Valiant \$278,147.65. *Reeves Aff.*, ¶¶ 7 & 8. Mr. Reeves also testified that, under the Pensco Note, POBD owes Valiant \$2,700,000.00 plus interest. *Id.* at ¶¶ 15 & 16. The closing statement relied on by NIR and VP in no way challenges these facts or raise a question of fact. There is no way to tell from the closing statement that the loan actually closed or that it relates in any way to the 2007 RE

Loans Note and Mortgage or the Pensco Note. It would stand to reason that, had the loan closed as asserted by NIR and VP, documents would exist in which the 2007 RE Loans Note and Pensco Note were satisfied and the mortgages were released of record (similar to the release of the 2006 RE Loans Mortgage). No such documents were presented to this Court. NIR and VP simply make an unsupported argument in an attempt to raise a question of fact which has no basis in reality or the factual record.

Therefore, NIR and VP's claim that the 2007 RE Loan and Pensco Note have been satisfied are without merit and do not provide a basis for the Court to reconsider its Memo. Decision.

***3. NIR's claim that there is a genuine issue of material fact as to whether R.E. Loans, Pensco or MF08 were good faith encumbrancers is a red-herring given that NIR's vendors lien has been paid and is of no value.***

NIR claims that the Court should reconsider its Memo. Decision as to NIR's priority because the Court did not address whether Barney Ng had actual knowledge regarding the partial release filed against NIR's interest. This claim is without merit and fails for multiple reasons.

First, the undisputed fact is that any interest NIR had was expressly subordinated to the 2007 RE Loans Mortgage by the Subordination Agreement executed and recorded on March 14, 2007. *Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC and VP, Incorporated* ("Sykes Dec.") at Ex. 11, filed on January 20, 2015. Thus, NIR claim that events after that Subordination Agreement was executed and recorded somehow negate Valiant's interest under the 2007 RE Loans Note and Mortgage is wholly without factual and legal support.

Second, NIR's argument that R.E. Loans, MF08 or Pensco were not good faith encumbrancers presumes that NIR's alleged vendor's lien remains valid. NIR's alleged vendor's

lien has been adjudicated as paid and of no value – meaning that NIR has no interest in the property at issue in this suit. On June 3, 2014, Judge Griffin in *Union Bank, N.A. v. Pend Oreille Bonner Development, LLC, et al.*, Bonner County Case No. CV 2011-135 (“*Union Bank*”) addressed NIR’s alleged vendor’s lien created by the June 19, 2006 Memorandum of Sale [*Sykes Dec.* at Ex. 10] and issued Findings which provided:

Even if NIR had a vendor’s lien it would only be for so much of the purchase price as remains unpaid and unsecured otherwise than by the personal obligation of POBD. NIR has received all of the benefit of its deal with POBD except a share of future bulk sales or its share of revenues in excess of \$80,000,000.00. NIR was paid \$4,750,000.00 at closing, was paid an additional note of approximately \$500,000.00, and POBD assumed both the RE Loans and JV, LLC loans.

The possibility of future bulk sales or revenues in excess of \$80,000,000.00 is unknown and open to speculation. NIR may or may not be due additional monies from POBD in the future, but NIR has received all of the monies guaranteed to it based upon the acquisition of Trestle Creek by POBD.

Therefore, if NIR has a vendor’s lien it has no value.

*Sykes Dec.* at Ex. 14, Findings, p. 4, filed on January 20, 2015. The vendor’s lien that Judge Griffin held to have no force and effect as it was paid in full is the same vendor’s lien relied upon by NIR in this case. Thus, any issue involving the validity of NIR’s alleged vendor’s lien was tried and it was found to be invalid as the underlying contract was paid in full. NIR is collaterally estopped from re-litigating that issue. *Rodriguez v. Department of Corrections*, 136 Idaho 90 (2001).

Third, assuming for the sake of argument that NIR is not collaterally estopped by the *Union Bank* case, NIR failed to present evidence that its lien had not been paid. Valiant presented evidence demonstrating that NIR’s lien had been paid in full. To survive summary judgment, NIR was required to present evidence to the contrary. No such evidence was introduced. Therefore



NIR's claim based on the vendor's lien was properly found to be junior to Valiant's right, title and interest.

Fourth, contrary to NIR's assertion, the Court did not fail to address NIR's claim regarding Mr. Ng's actual knowledge. The Court held that NIR and VP failed to create a genuine issue of material fact "that each of these transactions was entered into in good faith and for value." *Memo Decision* at 13. Thus, the Court addressed NIR's claims that Mr. Ng's alleged actual knowledge prevented R.E. Loans, Pensco and/or MF08 from being a good faith encumbrancer.

Finally, if the Court's did not address the issue of Mr. Ng's actual knowledge, that is because NIR and VP failed to present evidence that would demonstrate actual knowledge on the part of Mr. Ng. NIR and VP claim that the Declaration of Richard Villelli in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC and VP, Incorporated ("*Villelli Decl.*"), filed on February 4, 2015, created a genuine issue of material fact as to whether Barney Ng was aware that NIR only intended to execute a partial release, that RE Loans, MF08 and Pensco were related entities that Mr. Ng managed, and that Mr. Ng somehow admitted the existence and validity of NIR's alleged vendor's lien after the Partial Termination of Real Property Purchase and Sale Agreement and Partial Termination of Memorandum of Real Property Purchase and Sale Agreements ("Partial Release") signed by Mr. Villelli on March 14, 2007 and recorded on March 15, 2007 and March 11, 2009 [*Sykes Decl.*, Exs. 12 & 13]. *Renewed Motion Memo.* at 6. Even when viewed in the light most favorable to NIR and VP, Mr. Villelli's declaration demonstrates none of these alleged facts.

The *Villelli Decl.* contains no information that establishes that RE Loans, Pensco and MF08 were related entities or that Mr. Ng was the manager of each entity. Mr. Villelli simply speculates

as to these alleged facts. Speculation does not create a genuine issue of material fact. *Pena v. Minidoka Co.*, 133 Idaho 222, 225, 984 P.2d 710, 713 (1999) (“The non-moving party’s case, ..., must be anchored in something more than speculation, and a mere scintilla of evidence is not enough to create a genuine issue of fact.”).

Regarding the Partial Release, the *Villelli Decl.* contains no testimony that would demonstrate that Mr. Ng was aware of NIR’s intention in signing and recording that document. Mr. Villelli claims that he executed the “partial release” at the request of *Charles Reeves* – a member of POBD – not Mr. Ng. *Villelli Decl.* at ¶ 7. Mr. Villelli states that “due to an oversight” certain lots were included in the Purchase and Sale Agreement Memorandum legal description. *Id.* Mr. Villelli’s declaration contains absolutely no testimony demonstrating that Mr. Ng was a part of the request for the partial release or had knowledge of why the release was being requested. *See generally id.* Mr. Villelli’s declaration contains no testimony that would demonstrate that Mr. Ng was actually involved in discussions related to what lots would be, or would not be, encumbered by the Purchase and Sale Agreement. *See generally id.* Mr. Villelli’s declaration contains no testimony that would demonstrate that Mr. Ng was aware that an alleged oversight resulted in some lots not being excluded from the Purchase and Sale Agreement legal description. *See generally id.*

Instead of providing evidence that demonstrates, NIR and VP attempts to use Mr. Ng’s alleged failure to assert that NIR had released its vendor lien and Mr. Ng’s alleged failure to assert that VP was not entitled to a deed to establish Mr. Ng’s actual knowledge. It appears NIR and VP are seeking to use Mr. Ng’s alleged silence as an adoptive admission under Idaho Rule of Evidence 801(d)(2)(B).

“[A]n adoptive admission is ‘offered against a party’ and is ‘a statement of which the party has manifested an adoption or belief in its truth.’” *State v. Moses*, 156 Idaho 855, 865, 332 P.3d 767, 777 (2014) quoting I.R.E. 801(d)(2)(B). The party contending an adoption was made has the burden of proving that the adoption was intended. *Moses*, 156 Idaho at 865, 332 P.3d at 777.

“When a statement is offered as an adoptive admission, the primary inquiry is whether the statement was such that under the circumstances, an innocent defendant would normally be induced to respond, and whether there are sufficient foundational facts from which the jury could infer that the defendant heard, understood, and acquiesced in the statement.”

*Id.* quoting *State v. Nguyen*, 122 Idaho 151, 156, 832 P.2d 324, 329 (Ct. App. 1992). Silence can be an adoptive admission when the proponent demonstrates that:

... “a failure to respond is so unnatural that it supports the inference that the party acquiesced in the statement.” [*Vazquez v. Lopez-Rosario*, 134 F.3d 28, 35 (1<sup>st</sup> Cir. 1998)] (quoting *Ricciardi v. Children's Hosp. Med. Ctr.*, 811 F.2d 18, 24 (1st Cir. 1987) (quoting J. Weinstein & M. Berger, Weinstein's Evidence § 801(d)(2)(B)[01], at 801-202 n.15 (1985))). In making the evaluation, the trial judge considers the nature of the statement, the identity of the person offering the testimony, the identity of the maker of the statement, the context, and whether the circumstances as a whole show that the lack of a denial is so unnatural as to support an inference that the undenied statement was true.

*Weston-Smith v. Cooley Dickinson Hosp., Inc.*, 282 F.3d 60, 67 (1st Cir. 2002).

Mr. Villelli's declaration falls woefully short of establishing that Mr. Ng's alleged silence was an adoptive admission. The *Villelli Decl.* contains no evidence that a specific statement was made to Mr. Ng which one would expect Mr. Ng to refute. Thus, NIR and VP failed to introduce any evidence that would demonstrate that Mr. Ng had actual knowledge of these alleged “facts.”

As such, summary judgment was, and is, appropriate.

///

**4. VP's claims of prescriptive easement and equitable servitudes were addressed in Valiant's SJ Motion.**

VP argues that the SJ Motion did not address VP's claims of prescriptive easement and equitable servitude. This argument is meritless.

Valiant's SJ Motion sought "a judgment that the mortgages assigned to Valiant ... are senior and superior to *any and all interest claimed by* ... VP Incorporated[.]" *SJ Motion* at 3 (emphasis added). A prescriptive easement is an interest. *See King v. Lang*, 135 Idaho 905, 909, 42 P.3d 698, 702 (2002) (noting that an easement in gross is a personal interest in land while an easement appurtenant is an interest annexed to possession of the dominant tenement). An equitable servitude is an interest. *See West Wood Investments, Inc. v. Acord*, 141 Idaho 75, 106 P.3d 401 (2004). Since Valiant sought a judgment that its right, title and interest was superior to "any and all interest claimed by" VP, its summary judgment encompassed VP's claims of prescriptive easement and equitable servitude.

Moreover, VP argument that its claims of prescriptive easement and equitable servitude survived summary judgment ignores the fact that VP failed to even attempt to establish these claims. VP has the burden of proving that it acquired a prescriptive easement. *Beckstead v. Price*, 146 Idaho 57, 62 (2008). As such, VP was required to present evidence, not mere allegations, that it acquired a prescriptive easement. By failing to offer any evidence that it acquired a prescriptive easement against the properties being foreclosed by Valiant or when the prescriptive easements were acquired, VP failed to create a genuine issue of material fact as to the existence of a prescriptive easement.

Likewise, VP has the burden of proving the right to an equitable servitude. *See West Wood Investments, Inc.*, 141 Idaho at 82 (2005). As such, VP was required to present evidence, not mere

allegations, of its right to an equitable servitude. By failing to offer any evidence that it has a right of equitable servitude against the properties being foreclosed by Valiant or when the equitable servitude arose, VP failed to create a genuine issue of material fact as to its right to an equitable servitude.

Valiant's SJ Motion encompassed VP's claims of prescriptive easement and equitable servitude and the Memo. Decision properly determined that, if these interest's exist, such interests are junior to Valiant's right, title and interest.

#### **IV. REQUEST FOR ATTORNEY FEES**

Rule 11(a)(1) requires that any pleading, motion or other paper be "well grounded in fact and ... warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation." As demonstrated, NIR and VP's Renewed Motion is not grounded in fact, let alone "well grounded." Likewise, NIR and VP's Renewed Motion has no support in existing law and does not contain a good faith argument for the extension, modification or reversal of existing law. The Renewed Motion is yet another attempt by NIR and VP to improperly delay the resolution of this litigation and needlessly increase the cost of this litigation. As such, Valiant requests that the Court order NIR, VP and their counsel to pay for the Valiant's attorney fees and costs incurred in defending against the Renewed Motion.

#### **V. CONCLUSION**

For the reasons set forth above, Valiant Idaho, LLC respectfully requests that North Idaho Resort, LLC and VP, Incorporated's Renewed Motion for Reconsideration and Clarification be DENIED. Valiant Idaho, LLC also request that North Idaho Resort, LLC, VP, Incorporated and

their counsel, Susan P. Weeks, be ordered to pay for the attorney fees and costs incurred by Valiant Idaho, LLC in defending the present motion as it has no factual support, it is without basis in law and was brought for the improper purposes of delaying this litigation and needlessly increasing the cost of this litigation.

DATED this 30<sup>th</sup> day of June 2015.

McCONNELL WAGNER SYKES & STACEY PLLC

BY:



Chad M. Nicholson  
Attorneys For Valiant Idaho, LLC

**CERTIFICATE OF SERVICE**

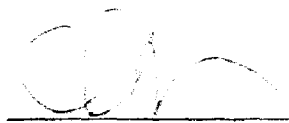
I HEREBY CERTIFY that on the 30<sup>th</sup> day of June 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Bruce A. Anderson, Esq. Eisaesser Jarzabek Anderson Elliott &amp; MacDonald, Chtd 320 East Neider Avenue, Suite 102 Coeur d' Alene, Idaho 83815 Telephone: 208.667.2900 Facsimile: 208.667.2150 <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <a href="mailto:brucea@etame.com">brucea@etame.com</a></p>
<p>Brent C. Featherston, Esq. Featherston Law Firm, Chtd 113 South Second Avenue Sandpoint, Idaho 83864 Telephone: 208.263.6866 Facsimile: 208.263.0400 <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <a href="mailto:bef@featherstonlaw.com">bef@featherstonlaw.com</a></p>

Gary A. Finney, Esq. Finney Finney & Finney, P.A. 120 East Lake Street, Suite 317 Sandpoint, Idaho 83864 Telephone: 208.263.7712 Facsimile: 208.263.8211 <i>Counsel For J.V., LLC</i>	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <a href="mailto:garvfinney@finneylaw.net">garvfinney@finneylaw.net</a>
D. Toby McLaughlin, Esq. Berg & McLaughlin 414 Church Street, Suite 203 Sandpoint, Idaho 83864 Telephone: 208.263.4748 Facsimile: 208.263.7557 <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <a href="mailto:toby@sandpointlaw.com">toby@sandpointlaw.com</a>
Susan P. Weeks, Esq. James, Vernon & Weeks, P.A. 1626 Lincoln Way Coeur d'Alene, Idaho 83814 Telephone: 208.667.0683 Facsimile: 208.664.1684 <i>Counsel For VP Incorporated North Idaho Resorts</i>	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Overnight Mail <input type="checkbox"/> Electronic Mail <a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a>

With two copies via Federal Express to:

Honorable Barbara A. Buchanan  
 Judge of the First Judicial District  
 Bonner County Courthouse  
 215 South First Avenue  
 Sandpoint, Idaho 83864



Chad M. Nicholson

STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DISTRICT  
BOISE, IDAHO  
DISTRICT COURT

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
Chad M. Nicholson, ISB #7506  
McCONNELL WAGNER SYKES & STACEY <sup>PLLC</sup>  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
Telephone: 208.489.0100  
Facsimile: 208.489.0110  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)  
[nicholson@mwsslawyers.com](mailto:nicholson@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,  
formerly known as  
NATIONAL GOLF BUILDERS, INC.,  
a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT, LLC,  
a Nevada limited liability company; *et al.*,

Defendants.

Case No. CV-09-1810

MEMORANDUM IN OPPOSITION TO  
JV L.L.C.'S MOTION TO ALTER,  
AMEND AND TO RECONSIDER THE  
COURT'S MEMORANDUM DECISION  
AND ORDER FILED 4/14/2015

Honorable Barbara A. Buchanan

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.



VALIANT IDAHO, LLC,  
an Idaho limited liability company,

Third Party Plaintiff,

vs.

PEND OREILLE BONNER  
DEVELOPMENT HOLDINGS, INC., a  
Nevada corporation; *et al.*,

Third Party Defendants.

COMES NOW, Valiant Idaho, LLC ("Valiant") by and through its counsel of record, McConnell Wagner Sykes and Stacey, PLLC, and submits its Memorandum in Opposition to JV L.L.C.'s Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 4/14/2015.

### I. PROCEDURAL HISTORY

Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP, Incorporated ("SJ Motion") was filed on January 20, 2015. JV, L.L.C.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment ("Opening Memo.") was filed on February 2, 2015. JV L.L.C.'s First Supplemental Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment ("Supp. Memo.") was filed on February 27, 2015. JV, L.L.C.'s ("JV") Opening Memo. and Supp. Memo. will be collectively referred to as the "Opposition Memos."

On March 18, 2015 the Court heard oral argument on the SJ Motion and on April 14, 2015 issued its Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC, North Idaho Resorts, LLC and VP, Incorporated ("Memo. Decision"). JV L.L.C.'s Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and

Order filed 4/14/2015 (“Reconsideration Motion”) was filed on April 28, 2015. The Reconsideration Motion purports to be made pursuant to Idaho Rules of Civil Procedure 11(a)(2)(B) and 52(b).

JV has not applied new law to facts previously submitted for the Court’s consideration. JV has not applied new facts to previously presented law. Nor has JV offered a coherent explanation as to why the Court’s Memo. Decision is incorrect. Instead, JV simply rehashes the arguments it previously made based on alleged “facts” it contends are in the record.

Valiant respectfully submits that JV’s Reconsideration Motion should be denied because the Memo. Decision demonstrates that the Court viewed the evidence in the appropriate light and correctly applied applicable law.

## II. RESPONSE ARGUMENT

To the extent that JV’s Reconsideration Motion is made pursuant to Rule 11(a)(2)(B), the motion should be denied because the Memo. Decision was correctly decided. To the extent that JV’s Reconsideration Motion is made pursuant to Rule 52(b), the motion should be denied because (1) Rule 52(b) does not apply as there was no trial and the Memo. Decision is not a final judgment and (2) the findings and conclusions set forth in the Memo. Decision are not clearly erroneous.

1. *JV’s Rule 11(a)(2)(B) motion should be denied because the Court correctly determined that no genuine issue of material fact exists regarding whether Valiant’s interest is senior to any interest claimed by JV.*

Idaho Rule of Civil Procedure (“Rule”) 11(a)(2)(B) permits a party to file “[a] motion for reconsideration of any interlocutory orders of the trial court ... any time before the entry of final judgment but not later than fourteen (14) days after the entry of the final judgment.”<sup>1</sup> “The purpose

---

<sup>1</sup> JV cites to the case of *Nield v. Pocatello Health Services, Inc.*, 156 Idaho 302, 332 P.3d 714 (2014) for the standards governing review of a Rule 11(a)(2)(B) motion. The Court’s opinion in *Nield* does not address the legal standards

of a motion for reconsideration is to reexamine the correctness of an order[.]” *Int’l Real Estate Solutions, Inc. v. Arave*, 157 Idaho 816, 819, 340 P.3d 465, 468 (2014). The Idaho Supreme “Court has explained that “[a] motion for reconsideration is a motion which allows the court – when new law is applied to previously presented facts, when new facts are applied to previously presented law, or any combination thereof – to reconsider the correctness of an interlocutory order.” *Id.* quoting *Johnson v. N. Idaho Coll.*, 153 Idaho 58, 62, 278 P.3d 928, 932 (2012) (alternation in original).

While motions for reconsideration are not required to be supported by new law and new evidence,<sup>2</sup> Rule 11(a)(2)(B) does not sanction a rehashing of evidence previously presented. *See Curtis v. M.H. King Co.*, 142 Idaho 383, 388, 128 P.3d 920, 925 (2005) (applying I.C. § 72-718 and noting that such statute “functions similarly to I.R.C.P. 11(a)(2)(B) and I.R.C.P. 7(b)(3)(D).”). *See also Arregui v. Gallegos-Main, et al.*, 153 Idaho 801, 808, 291 P.3d 1000, 1007 (2012) (“new evidence is not required [to support a Rule 11(a)(2) motion] and the moving party can re-argue the same issues *in addition to new arguments.*”) (emphasis added). However, where the moving party contends new facts support reconsideration, “[t]he burden is on the moving party to bring the trial court’s attention to the new facts.[.]” *Venable v. Internet Auto Rent & Sales, Inc.*, 156 Idaho 574, 584, 329 P.3d 356, 366 (2014) quoting *Coeur d’Alene Mining Co. v. First Nat. Bank of N. Idaho*, 118 Idaho 812, 823, 800 P.2d 1026, 1037 (1990). A trial court is not required to search the record for new information which would change facts established by the Court. *Venable*, 156 Idaho at 584, 329 P.3d at 366.

---

which govern such a motion. The only discussion regarding Rule 11(a)(2)(B) is found in Justice Eismann’s dissent. *Nield*, 156 Idaho at 829, 332 P.3d at 741.

<sup>2</sup> *Fragnella v. Petrovich*, 153 Idaho 266, 276, 281 P.3d 103, 113 (2012)

Despite asking the Court to reconsider its Memo. Decision, JV has not provided the Court with new evidence, or pointed the Court to evidence that the Court allegedly overlooked. Nor has JV provided the Court with new law which renders the Memo. Decision incorrect. As such, JV simply contends that the Court's Memo. Decision was wrong, *i.e.* it rehashes arguments previously made and rejected by the Court. While Rule 11(a)(2)(B) permits JV to ask for reconsideration without introduction of new evidence or law, JV's request should be denied as the Court's Memo. Decision viewed the evidence in the light most favorable to JV and correctly applied legal principles to the undisputed facts. In short, the Memo. Decision is correct.

**a. The Court's Memo. Decision established the seniority of Valiant's interests.**

JV's "first initial objection" is to footnote one on page two of the Memo. Decision regarding the description of the property. Reconsideration Motion at 6. This objection is based on the unfounded contention that the Memo. Decision identified the specific property which Valiant is entitled to foreclose and sell.

Valiant's SJ Motion did not seek summary judgment as to the legal description of the property which it may foreclose and sell. The SJ Motion sought summary judgment "that the mortgages assigned to Valiant by R.E. Loans, LLC, Pensco Trust Co. and Mortgage Fund '08 LLC are senior and superior to any and all interest claimed by JV, L.L.C.[.]" *SJ Motion* at 3. As recognized by JV, "At oral argument, Valiant's counsel phased [sic] the only issue to be the priority of the relative mortgages." *Reconsideration Motion* at 15 (emphasis in original). The Court's understanding of the scope of summary judgment sought, *i.e.* priority of the parties right, title and interest, is demonstrated by the fact that the Memo. Decision only entered judgment regarding

priority, not to the legal description of the real property Valiant's is entitled to foreclose and sell.<sup>3</sup> *Memo. Decision* at 17. Thus, JV's first objection is without merit and should be overruled.

JV's also raises an objection that counsel for Valiant, Jeffrey R. Sykes, was a witness as to the description of the real property which is subject to foreclosure and sale. Again, this objection is unfounded and shows a misunderstanding of the scope of both Valiant's SJ Motion and the Court's *Memo. Decision*. As discussed above, the SJ Motion sought summary judgment on the issue of priority. Moreover, this objection is moot in light of Valiant's Motion for Entry of Final Judgment and the Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC's Motion for Entry of Final Judgment, filed on May 20, 2015, and the Court's Memorandum Decision and Order Granting Motion for Entry of Final Judgment, entered on June 23, 2015. As such, JV's objection is without merit and should be overruled.

**b. The Court correctly viewed the admissible evidence provided to the Court in the light most favorable to JV, L.L.C. and correctly concluded that no genuine issue of material fact existed as to the seniority of Valiant Idaho, LLC's right, title and interest.**

JV claims that the Court improperly weighed evidence and disregarded "JV's submissions." These claims are without merit.

JV's first objection is that the Court utilized the Stipulation to Entry of Judgment Against Pend Oreille Bonner Development, LLC ("Stipulation for Entry of Judgment") to decide facts and conclusions against JV. JV's specific objection is that the Stipulation for Entry of Judgment and related order did not involve JV so those documents should not be used to establish facts against JV. A review of the *Memo. Decision* shows that the only facts the Court used from the Stipulation

---

<sup>3</sup> The Court's comments at the June 17, 2015 further demonstrated that this was the Court's understanding of the scope of Valiant's SJ Motion and its *Memo. Decision*.

for Entry of Judgment and corresponding order were the amounts owed to Valiant under the 2007 R.E. Loans Note/Mortgage, the Pensco Note and the MF08 Note. *Memo. Decision* at p. 4 ¶ 7, p. 5 ¶11 and p. 6 ¶ 15. The amount of debt owed to Valiant by Pend Oreille Bonner Development, LLC (“POBD”) is not a fact that involves JV. More importantly, the Court did not use the Stipulation for Entry of Judgment to determine the seniority of Valiant’s interests over JV. The Stipulation for Entry of Judgment were used to determine the amount owed to Valiant. Therefore JV’s objection is without merit and should be overruled.

Likewise, JV’s assertion that the Court did not consider its “submissions” is without basis. The Idaho Supreme Court recently reiterated what a non-moving party must do to withstand summary judgment:

[T]o survive summary judgment, “an adverse party may not rest upon the mere allegations or denials of that party's pleadings, but the party’s response, *by affidavits or as otherwise provided in this rule*, must set forth specific facts showing that there is a genuine issue for trial.” I.R.C.P. 56(c). Therefore, “the nonmoving party must submit more than just conclusory assertions that an issue of material fact exists....” *Jenkins v. Boise Cascade Corp.*, 141 Idaho 233, 238, 108 P.3d 380, 385 (2005) (citing *Northwest Bec-Corp. v. Home Living Serv.*, 136 Idaho 835, 839, 41 P.3d 263, 267 (2002)).

*Holdaway v. Broulim's Supermarket*, 2015 WL 2412186 at \*2 (May 21, 2015) (emphasis added).

“Affidavits submitted in support of or in opposition to a motion for summary judgment must be admissible under the Idaho Rules of Evidence.” *Id.* at \*4 citing I.R.C.P. 56(e). Rule 56(e) requires that:

Supporting and opposing *affidavits shall be made on personal knowledge*, shall set forth such facts as would be admissible in evidence, and *shall show affirmatively that the affiant is competent to testify to the matters stated therein*. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith.

(Emphasis added.) “The admissibility of the evidence contained in affidavits and depositions in support of or in opposition to a motion for summary judgment is a threshold question to be answered before applying the liberal construction and reasonable inferences rule to determine whether the evidence is sufficient to create a genuine issue for trial.” *Holdaway* at \*4 quoting *Gem State Ins. Co. v. Hutchison*, 145 Idaho 10, 13, 175 P.3d 172, 175 (2007).

JV alleges that the mortgages assigned to Valiant have been satisfied or released. However, no *admissible* evidence is submitted in support of this allegation. JV first attempts to rely on Judge Griffin’s decision in the case styled *Union Bank, N.A. v. Pend Oreille Bonner Development, LLC, et al.*, Bonner County Case No. CV-2011-0135 (“*Union Bank*”) which allegedly adjudicated that any debt owed by POBD to R.E. Loans was paid in full. *Reconsideration Motion* at 11. JV also attempts to rely on an August 19, 2013 deposition of Charles Reeves from the *Union Bank* case. On August 11, 2013 – prior to Mr. Reeves deposition – R.E. Loans stipulated that JV’s right, title and interest to the Trestle Creek Property – property not at issue in this suit – was senior to that of R.E. Loans. On August 20, 2013, R.E. Loans disclaimed its interest in Trestle Creek – nearly nine (9) months before Judge Griffin presided over a trial between North Idaho Resorts, LLC (“NIR”) and Union Bank to determine the priority of those two party’s right, title and interest in the Trestle Creek Property. Following the trial between NIR and Union Bank, Judge Griffin issued the findings on which JV attempts to rely. Since R.E. Loans (1) disclaimed its interest long before the trial to determine priority with respect to the Trestle Creek Property and (2) did not participate in that trial, the *Union Bank* trial did not provide R.E. Loans a full and final opportunity to litigate the issue of priority over the property at issue in this matter. As such, Judge Griffin’s findings from the *Union Bank* case do not collaterally estop R.E. Loans/Valiant from litigating the question

of whether POBD paid R.E. Loans in full. *Ticor Title Co. v. Stanion*, 144 Idaho 119, 123 (2007). Moreover, Judge Griffin, in his findings, does not set forth which obligations, if any, which were paid by POBD to R.E. Loans. As such, Judge Griffin's findings are not admissible evidence as to Valiant's priority.

JV also claims that various closing statements created a genuine issue of material fact as to whether Valiant's mortgages have been paid off and whether any money was disbursed under the MF08 Loan. The closing statements relied upon were attached as Exhibits "D", "G" and "H" to JV L.L.C.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment ("Opening Memo."). In *Coeur d'Alene Mining Co. v. First Nat'l. Bank of N. Idaho* the Idaho Supreme Court held that documents attached to a memorandum were not a part of the summary judgment record. 118 Idaho 812, 821, 800 P.2d 1026, 1035 (1990). In that case, Coeur d'Alene Mining Co. ("CDA") sought to recover from First National Bank of North Idaho ("FNB") money deposited by CDA's agent into the agent's personal account at FNB. *Id.* at 815-816, 800 P.2d at 1029-1030. FNB moved for summary judgment. *Id.* at 816, 800 P.2d at 1030. The trial court held that FNB had no actual knowledge that the agent was committing a breach of its fiduciary obligations by depositing checks payable to CDA in the agent's personal account. *Id.* CDA argued that this finding was in error based, in part, on its claim that the agent used a portion of one of the deposits to make a payment on a personal loan the agent owed to FNB. *Id.* at 820, 800 P.2d at 1034. In rejecting this claim, the Idaho Supreme Court held:

... the record presented to the trial court at the time of the hearing on FNB's motion for summary judgment is devoid of any evidence to raise an issue as to whether [the agent] used a portion of one of the deposits to make a payment on one of his loans at FNB. CDA did attach to its memorandum in opposition to the motion for summary judgment documents that could be construed to create a



genuine issue of fact as to whether [the agent] used a portion of one of the deposits to make a payment on a personal loan he owed to FNB. However, the documents were not presented to the trial court by affidavit or in any other form referred to in I.R.C.P. 56(c).

*Id.* at 821, 800 P.2d at 1035. In this case, JV attempts to rely on Exhibits "D", "G" and "H" attached to its Opening Memo. As these Exhibits were not attached to an affidavit or declaration, the Exhibits are not part of the record and therefore could not be considered by the Court. *Id.* and I.R.C.P. 56(e).

Valiant anticipates that JV will argue that, because James Berry verified the Opening Memo., the affidavit requirement of rule 56(e) was met and the Court could have considered Exhibit "D", "G" and "H." While Valiant believes such an argument fails, even if Mr. Berry's verification is treated as an affidavit, the exhibits still cannot be considered because the verification does not lay the required foundation to demonstrate that Mr. Berry is competent to testify to the closing statements, *i.e.* he has no personal knowledge regarding Exhibits "D", "G" and "H", their authenticity, or if these Exhibits are even accurate copies of any loans were actually closed. As such, the closing statements did not raise any question of fact in this matter as to whether a debt obligation is owed by POBD to R.E. Loans under the 2007 RE Loans Note and Mortgage.

The foregoing aside, Valiant submitted the Affidavit of Charles W. Reeves ("*Reeves Aff.*"), who was the custodian and member of POBD responsible for the financing aspects of that entity Mr. Reeves set forth in his Affidavit all of the payments made by POBD toward the 2007 RE Loans 2007 Note, the Pensco Note and the MF08 Note. Mr. Reeves testified that, under the 2007 RE Loans Note and Mortgage, POBD owes Valiant \$273,147.65. *Reeves Aff.*, ¶¶ 7, 8. Mr. Reeves further testified that POBD owes Valiant \$2,700,000.00 plus interest and \$2,127,409.34 plus interest under the Pensco Note and the MF08 Note, respectively. *Id.* at ¶¶ 15-16 & 21-23

The closing statements relied on by JV in no way challenges these facts or raise a question of fact. There is no way to tell from the closing statements that any loans actually closed or that they relate in any way to the 2007 RE Loans Note and Mortgage. It would stand to reason that, had the loans closed as asserted by JV, documents would exist in which the 2007 RE Loans Note was satisfied and the 2007 RE Loans Mortgage was released of record (similar to the release of the 2006 RE Loans Mortgage). No such documents were presented to this Court. JV simply makes unsupported arguments in an attempt to raise a question of fact which has no basis in reality or the factual record.

Therefore, JV's claim that the mortgages assigned to Valiant have been satisfied or released are without merit and do not provide a basis to alter or amend the Memo. Decision.

**c. Valiant took a valid assignment of the right, title and interests of R.E. Loans, Pensco and MF08 and therefore was entitled to redeem the Bonner County Tax Deed.**

JV again argues that Valiant had no right to redeem the Bonner County Tax Deed; thus, Valiant has no right to recover the amount paid to the Bonner County Tax Assessor as part of its foreclosure action. JV claims that Valiant had no interest in any of the properties redeemed and, therefore, could not redeem under Idaho law. No new evidence or authority to provided to support these claims. Nor does JV provide the Court with an explanation as to why it Memo. Decision was wrong on this issue. The reason for this is simple: the Memo. Decision correctly decided this issue.

JV basis its argument first on a claim that R.E. Loans was paid-off. As previously discussed, JV provided no evidence to support this claim and the evidence submitted by Valiant,

*i.e.* the *Reeves Affid.*, was undisputed. Thus, JV's argument that Valiant has no interest because R.E. Loans was repaid is without merit.

JV next claims that Valiant has no interest because "Valiant held no recorded interest[.]" *Reconsideration Motion* at 13 (emphasis in original). This argument ignores the plain language of Idaho Code § 63-1007(1) which permits redemption by either "the record owner or owners, or party in interest[.]" (Emphasis added.) There is no dispute that Valiant is a party in interest. As such, Valiant had a right to redeem and the Memo. Decision correctly recognized this fact.

Valiant provided evidence that on or about July 7, 2014, RE Loans assigned to Valiant the 2007 RE Loans Note and the 2007 RE Loans Mortgage [*Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP, Incorporated ("Sykes Dec.")* at Ex. 3]; on or about July 9, 2014, the Pensco Note and Pensco Mortgage were assigned to Valiant [*Sykes Dec.*, at Ex. 4]; and, on or about July 16, 2014, the MF08 Note and MF08 Mortgage were assigned to Valiant [*Sykes Dec.*, at Ex. 5]. JV submitted no evidence to dispute these assignments.

Valiant also submitted evidence that on or about July 7, 2014, after Valiant was assigned the 2007 RE Loans Note and Mortgage and obtained an interest in that real property, Valiant paid Bonner County \$1,665,855.14 to redeem a portion of the Idaho Club Property (included in the RE Loans Mortgage) from Bonner County [*Sykes Dec.*, at Ex. 2] in accordance with Idaho Code §§ 63-1003 and 1010 (formerly codified as Idaho Code §§ 63-1124 and 1140). JV appears to rely on correspondence from the Bonner County Tax Collection in an attempt to create a genuine issue of matter fact as to whether Valiant in fact redeemed the property. As the Bonner County Tax Collection documents were not attached to an affidavit which demonstrated the personal

knowledge of the affiant and the requisite foundation for such documents, these documents are not a part of the summary judgment record. *Coeur d'Alene Mining Co.*, 118 Idaho at 821, 800 P.2d at 1035. More importantly, even if these documents are part of the record, they do not create a genuine issue of material fact regarding the validity and accuracy of the Redemption Deed [*Sykes Dec.*, at Ex. 2].

Idaho Code § 63-1007 expressly allows for a one year period after the issuance of a tax deed for the real property to be redeemed by the record owner or a party in interest by paying the past due taxes. In this instance, as of July 7, 2014, Valiant had an interest in the subject property by virtue of the assignment from RE Loans. As a matter of law, Valiant had the right to redeem the tax deed prior to sale by the Bonner County Tax Assessor under Idaho Code § 63-1007. Likewise, as in *Hardy v. McGill*, 137 Idaho 280, 286 (2012), Valiant has the right to add the amount paid to redeem the tax deed to its existing obligations (i.e., the 2007 RE Loans Note and Mortgage) and collect that amount as part of its foreclosure.

JV's arguments that Valiant had no interest to redeem are without merit and should be rejected.

2. *JV's Rule 52(b) motion should be denied because the Memo. Decision is not a final judgment, this matter was decided on summary judgment and any findings and conclusions made by the Court are not clearly erroneous.*

Rule 52(b) permits a party to file a motion to amend a trial court's findings of fact or conclusions of law, or to make additional findings or conclusions, up to fourteen (14) days after entry of judgment. "Findings of fact shall not be set aside unless clearly erroneous." I.R.C.P. 52(a). Unlike Rule 11(a)(2)(B) which applies to interlocutory orders, Rule 52(b) is one of the methods a party may challenge a *final* judgment. *Agrisources, Inc. v. Johnson*, 156 Idaho 903, 913,

332 P.3d 815, 825 (2014); *PHH Mortg. Services, Corp. v. Perreira*, 146 Idaho 631, 635, 200 P.3d 1180, 1184 (2009). See also *Trentadue v. Integrity Committee*, 501 F.3d 1215, 1237 (10<sup>th</sup> Cir. 2007) (holding that Fed. R. Civ. Proc. 52(b) “applies only to cases in which a district court issues factual findings following a trial on the merits.”). Where a party seeks amendment of findings or conclusions under Rule 52, new evidence *cannot* be considered. *Perreira*, 146 Idaho at 635, 200 P.3d at 1184.

JV correctly recognizes that the Memo. Decision was an interlocutory order and not a final judgment. *Reconsideration Motion* at 5. As such, Rule 52(a) has no applicability to the Memo. Decision. Moreover, this matter has not been tried so the Court has not been required to making findings of fact and conclusions of law which might be subject to amendment under Rule 52(b). I.R.C.P. 52(a). The Memo. Decision does not expressly state that it is the Court’s findings of fact and conclusions of law and therefore the Memo. Decision is not the Court’s findings of fact and conclusions of law.<sup>4</sup> *Id.* As such, Rule 52(b) does not permit the Court to alter or amend its Memo. Decision.

Even if the Court determines that Rule 52(b) is the appropriate rule for JV to request amendment of the Memo. Decision, as demonstrated by the foregoing, the Memo. Decision is not clearly erroneous and therefore JV’s Rule 52(b) motion should be denied.

### III. REQUEST FOR ATTORNEY FEES

Rule 11(a)(1) requires that any pleading, motion or other paper be “well grounded in fact and ... warranted by existing law or a good faith argument for the extension, modification, or

---

<sup>4</sup> Since the Memo. Decision is a decision on a Rule 56 motion, no findings of fact or conclusions of law are required. I.R.C.P. 52(a) (“Findings of fact and conclusions of law are unnecessary ... on decisions of motions under Rule[] ... 56[.]”).

reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.” As demonstrated, JV’s Reconsideration Motion is not grounded in fact, let alone “well grounded.” Likewise, JV’s Reconsideration Motion has no support in existing law and does not contain a good faith argument for the extension, modification or reversal of existing law. The present motion is yet another attempt by JV to improperly delay the resolution of this litigation and needless increase the cost of this litigation. As such, Valiant requests that the Court order JV and its counsel to pay for the Valiant’s attorney fees and costs incurred in defending against the Reconsideration Motion.

#### IV. CONCLUSION

For the reasons set forth above, Valiant Idaho, LLC respectfully requests that JV L.L.C.’s Motion to Alter, Amend and to Reconsider the Court’s Memorandum Decision and Order Filed 4/14/2015 be DENIED. Valiant Idaho, LLC also request that JV, L.L.C. and its counsel, Gary A. Finney, be ordered to pay for the attorney fees and costs incurred by Valiant Idaho, LLC in defending the present motion as it has no factual support, it is without basis in law and was brought for the improper purposes of delaying this litigation and needlessly increasing the cost of this litigation.

DATED this 30<sup>th</sup> day of June 2015.

McCONNELL WAGNER SYKES & STACEY<sup>PLLC</sup>

BY:



Chad M. Nicholson  
Attorneys For Valiant Idaho, LLC

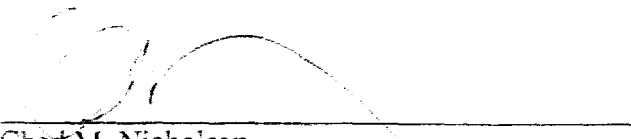
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 30<sup>th</sup> day of June 2015, a true and correct copy of the foregoing document was served by the method indicated below upon the following party(ies):

<p>Bruce A. Anderson, Esq.                  Elsaesser Jarzabek Anderson Elliott &amp;                  MacDonald, Chtd                  320 East Neider Avenue, Suite 102                  Coeur d' Alene, Idaho 83815                  Telephone: 208.667.2900                  Facsimile: 208.667.2150  <i>Counsel For Jacobson, Lazar and Sage Holdings</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail  <input type="checkbox"/> Hand Delivered  <input type="checkbox"/> Facsimile  <input type="checkbox"/> Overnight Mail  <input type="checkbox"/> Electronic Mail  <u><a href="mailto:brucea@ejame.com">brucea@ejame.com</a></u></p>
<p>Brent C. Featherston, Esq.                  Featherston Law Firm, Chtd                  113 South Second Avenue                  Sandpoint, Idaho 83864                  Telephone: 208.263.6866                  Facsimile: 208.263.0400  <i>Counsel For Pensco/Mortgage Fund</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail  <input type="checkbox"/> Hand Delivered  <input type="checkbox"/> Facsimile  <input type="checkbox"/> Overnight Mail  <input type="checkbox"/> Electronic Mail  <u><a href="mailto:bcf@featherstonlaw.com">bcf@featherstonlaw.com</a></u></p>
<p>Gary A. Finney, Esq.                  Finney Finney &amp; Finney, P.A.                  120 East Lake Street, Suite 317                  Sandpoint, Idaho 83864                  Telephone: 208.263.7712                  Facsimile: 208.263.8211  <i>Counsel For J.V., LLC</i></p>	<p><input type="checkbox"/> U.S. Mail  <input type="checkbox"/> Hand Delivered  <input type="checkbox"/> Facsimile  <input checked="" type="checkbox"/> Overnight Mail  <input type="checkbox"/> Electronic Mail  <u><a href="mailto:garyfinney@finneylaw.net">garyfinney@finneylaw.net</a></u></p>
<p>D. Toby McLaughlin, Esq.                  Berg &amp; McLaughlin                  414 Church Street, Suite 203                  Sandpoint, Idaho 83864                  Telephone: 208.263.4748                  Facsimile: 208.263.7557  <i>Counsel For Idaho Club HOA/Panhandle Mngmnt</i></p>	<p><input checked="" type="checkbox"/> U.S. Mail  <input type="checkbox"/> Hand Delivered  <input type="checkbox"/> Facsimile  <input type="checkbox"/> Overnight Mail  <input type="checkbox"/> Electronic Mail  <u><a href="mailto:toby@sandpointlaw.com">toby@sandpointlaw.com</a></u></p>
<p>Susan P. Weeks, Esq.                  James, Vernon &amp; Weeks, PA                  1626 Lincoln Way                  Coeur d'Alene, Idaho 83814                  Telephone: 208.667.0683                  Facsimile: 208.664.1684  <i>Counsel For VP Incorporated North Idaho Resorts</i></p>	<p><input type="checkbox"/> U.S. Mail  <input type="checkbox"/> Hand Delivered  <input type="checkbox"/> Facsimile  <input checked="" type="checkbox"/> Overnight Mail  <input type="checkbox"/> Electronic Mail  <u><a href="mailto:sweeks@jvwlaw.net">sweeks@jvwlaw.net</a></u></p>

With two copies via Federal Express to:

Honorable Barbara A. Buchanan  
Judge of the First Judicial District  
Bonner County Courthouse  
215 South First Avenue  
Sandpoint, Idaho 83864



---

Chad M. Nicholson



Susan P. Weeks, ISB No. 4255  
JAMES, VERNON & WEEKS, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 667-0683  
Facsimile: (208) 664-1684  
[sweeks@jvwlaw.net](mailto:sweeks@jvwlaw.net)

STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DISTRICT  
JUL 7 PM 10 29  
DISTRICT COURT  
SEBASTIAN

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly  
known as NATIONAL GOLF BUILDERS  
INC., a Nevada corporation,

Plaintiff,

vs.

FEND ORELLE BONNER  
DEVELOPMENT, LLC, a Nevada limited  
liability company; et al.,

Defendants.

Case No. CV-2009-01810

REPLY MEMORANDUM IN SUPPORT OF  
RENEWED MOTION FOR  
RECONSIDERATION AND  
CLARIFICATION

AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN

North Idaho Resorts, LLC (NIR) and VP, Inc. (VP) reply memorandum in support of  
their renewed motion.

I FOUNDATION FOR FORECLOSURE

Valiant contends that the argument raised regarding the legal description is moot because  
VP and NIR failed to respond to the Court's June 23, 2015 decision and order granting motion  
for entry of final judgment. The Court required any objection be filed by July 7, 2015, and such

an objection has been made. Therefore, there has been no waiver by failure to comply with the Court's order to file an objection.

Regarding the argument that the legal description was of no consequence at the summary judgment proceeding, this argument lacks merit. The Court reached the conclusions *at the summary judgment phase* that Valiant was entitled to foreclose the real property described in its complaint. Valiant recognized this holding in its memorandum in support of its motion for entry of final judgment wherein it acknowledged "By way of the Memorandum Decision & Order Granting Valiant Idaho, LLC's Motion for Summary Judgment..., this Court has determined the validity, enforceability and priority of Valiant's mortgages against the real property described in those Mortgages..." Valiant claims the Court could consider subsequently submitted evidence in support of its motion for entry of final judgment regarding which properties in issuing a judgment and decree of foreclosure. However, such evidence was not before the Court at summary judgment, therefore the Court had inadequate information on which to grant summary judgment that Valiant was entitled to foreclose on the property described in the Complaint. Further, the Declaration of C. Dean Shafer submitted in support of a proposed judgment (which was not included with the motion) demonstrated inadequate foundation to support the legal description that Valiant apparently wants to use in its decree of foreclosure. The declaration merely indicates that Mr. Shafer is a title officer, that he reviewed various instruments and determined they describe property from various other instruments. Of note is Exhibit 5 which is a legal description not contained in any instrument examined by Mr. Shafer. Rather, it is a legal description, the source of which is unknown. It does not separate the properties from those that were encompassed in the redemption deed, and those that were not. It contains a conclusion that Valiant is entitled to foreclose on these properties. This conclusion is not supported by any

competent testimony. There is no demonstration of personal knowledge regarding the preparation of the legal description or who prepared it. There is no demonstration of personal knowledge of which properties were released from the Valiant encumbrances which were allegedly subtracted. VP and NIR continue to respectfully request clarification of the evidence utilized by the Court to reach the conclusion that Valiant was entitled to foreclosure on the property described in its complaint given the differences in the legal descriptions between the complaint, the various security documents and the redemption deed.

Further, as noted in the objection to the incomplete proposed judgment presented by Valiant, the legal description may also improperly include properties for which a redemption deed was issued, which may not be the subject of a foreclosure as such interests were eliminated upon issuance of a tax deed. For that reason, it remains important to determine the legal description of the real properties the Court found were subject to foreclosure.

Further, regarding Sykes Exhibit 19, which related to the MF08 Note and Mortgage, there was no mortgage against Lot 2, Block 17 of the replat of Golden Tee Estates and Golden Tee Estates 1st Addition as recorded in Book 8 of Plats, Page 77, Records of Bouner County described in the mortgages. Nonetheless, Valiant seeks foreclosure on this lot. VP's interest in this lot may not be foreclosed as there is no evidence before the Court that Valiant has an interest in this lot based upon the mortgages assigned to it.

## **II. REASONABLE INFERENCES REGARDING THE 2007 RE LOAN SATISFACTION AND THE PENSCO NOTE SATISFACTION**

In its opinion, the Court indicated, "[t]here has been insufficient evidence presented by JV, NIR, and VP that any of the foregoing Mortgages has been satisfied or released." Valiant recognizes that the Court is to weigh all evidence in favor of the non-moving party, but maintains that the Court did not err in disregarding the Berry loan closing evidence claiming the

loan closing statement submitted by Berry was inadmissible because he demonstrated no personal knowledge about its preparation or accuracy. The evidence before the Court established that the loan closing statement was provided to Berry by the title company, an agent of the lender, in connection with a loan being made by the lender and concurrent with a request for subordination agreements from JV, LLC. As such, it is not hearsay. I.R.E. 801(2)(D) provides that a matter is not hearsay when it is a statement by a party's agent or servant concerning a matter within the scope of the agency or employment of the servant or agent, made during the existence of the relationship. The title statement was done as part of the loan closing and is not hearsay. Even if the Court were to deem it hearsay, it falls within the hearsay exceptions of I.R.E. 803(6) and 803(15).

Valiant also argues this Court should draw inferences in its favor due to the lack of evidence in the record of a release being filed by the lender consistent with the loan closing statement. Valiant claims there is no evidence in the record that the loan referenced in the closing statement actually closed. This position is contrary to Valiant's own position at summary judgment. The loan closing statement references the P0107 loan, which is the MF08 loan according to the MF08 mortgage documents submitted by Valiant. The inference is the loan closed, and Valiant has taken the position that the mortgage in connection with the MF08 loan is valid in that it is seeking foreclosure of it. Valiant claims this Court should disregard this salient fact merely because Chuck Reeves testified by Affidavit that the money was still owed on the 2007 loan. This circuitous argument by Valiant highlights that a question of fact remains whether this loan was paid at closing.

### III. NIR'S CLAIMED INTEREST

Nothing presented by Valiant indicated whether RE Loans, MF08 or Pensco were good faith encumbrancers. NIR and VP presented evidence at summary judgment that RE Loans, Pensco and MF08 are related entities managed and controlled by Barney Ng. The evidence indicated Ng was aware that the complete release of NIR's security interest in the property was a mistake and it was intended that there only be a partial release. Vilelli's declaration testimony was corroborated by the 2007 subordination agreement which RE Loans required NIR to file at the same time as the partial release was filed, which would have been meaningless had the parties intended a complete release of NIR's interest in connection with the 2007 RE loan. The reasonable inference was that Barney Ng had actual knowledge that NIR continued to have a vendor's lien in the property, which prevented RE Loans, MF08 and Pensco from being good faith encumbrancers. Valiant presented nothing in the record before the court demonstrating that RE Loans, MF08 or Pensco were good faith encumbrancers. Nonetheless, Valiant argues that the Vilelli declaration is insufficient because it is speculation. The declaration discusses actual conversations between Vilelli and Ng. It is not based upon speculation.

For the sake of clarity and consistency though, it should be pointed out that NIR does not claim an interest in property to the extent it was encompassed within the redemption deed. To the extent there is property outside the exemption deed, which still has not been established, NIR maintains its interest may not be foreclosed based upon the evidence presented at the summary judgment.

### IV. VP'S INTERESTS

According to I.C. § 45-1302, in any suit brought to foreclose a mortgage or lien upon real property, the plaintiff may make a party any person claiming or appearing to have or claim any

title, estate, or interest to the real property, and besides granting relief in the foreclosure action, the court may determine the title, estate or interest of the defendant to the same extent and effect as in an action to quiet title. Valiant sued VP, Inc. seeking a declaration that its mortgages are senior to any claim of VP. This Court has agreed that Valiant is entitled to such a declaration. VP respectfully submits summary judgment on its quiet title claims was improper.

The only issue raised by Valiant in its summary judgment was lien priority based upon recorded mortgages and a redemption deed. It did not raise the quiet title issues that exist between it and VP. VP claims prescriptive easement claims for infrastructure, and equitable servitudes for infrastructure. These claims were not addressed by Valiant in its summary judgment.

A district court may not decide an issue not raised in the moving party's motion for summary judgment. *Thomson v. Idaho Ins. Agency, Inc.*, 126 Idaho 527, 530, 887 P.2d 1034, 1037 (1994) (holding non-moving party is not required to respond to issues not raised by the moving party even if the non-moving party ultimately has the burden of proof at trial). *See also Harwood v. Talbert*, 135 Idaho 672, 39 P.3d 612 (2001). Thus, it was improper for this Court to grant summary judgment on these issues if that was its intent. V

Valiant claims that it is VP's burden to prove the equitable servitude. VP does not disagree. However, it was not VP's burden to present evidence at this summary judgment hearing on this item as it was not briefed or argued by Valiant in its opening brief.

#### V. REQUEST FOR ATTORNEY FEES

Valiant claims VP and NIR's request for clarification and reconsideration is not well grounded in facts or warranted by existing law or good faith argument. Such is not the case. Further, it is inappropriate for Valiant to include such an argument in a

response brief rather than by separate motion, especially considering the service of the pleadings occurred one day before hearing. The Court should not entertain this request without proper motion and notice of hearing with adequate time for the parties to brief and respond to the request.

DATED this 7<sup>th</sup> day of July, 2015.

JAMES, VERNON & WEEKS, P.A.

*Susan P. Weeks*  
Susan P. Weeks

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 7<sup>th</sup> day of July, 2015.

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile: 208-263-8211

Gary A. Finney  
FINNEY FINNEY & FINNEY, PA  
120 E Lake St., Ste. 317  
Sandpoint, ID 83864

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile: 208-489-0110

Richard Stacey  
Jeff Sykes  
McConnell Wagner Sykes & Stacey, PLLC  
755 West Front St., Ste. 200  
Boise, ID 83702

*Susan P. Weeks*

STATE OF IDAHO  
 COUNTY OF BONNER  
 FIRST JUDICIAL DISTRICT  
 JUN 17 2015 10 29  
 CLERK OF DISTRICT COURT  
 DEPUTY

Susan P. Weeks, ISB No. 4255  
 JAMES, VERNON & WEEKS, PA  
 1626 Lincoln Way  
 Coeur d'Alene, Idaho 83814  
 Telephone: (208) 667-0683  
 Facsimile: (208) 664-1684  
sweeks@jvwlaw.net

Attorneys for Defendants North Idaho Resorts, LLC and VP, Incorporated

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC., formerly  
 known as NATIONAL GOLF BUILDERS,  
 INC., a Nevada corporation,

Plaintiff,

vs.

PEND OREILLE BONNER  
 DEVELOPMENT, LLC, a Nevada limited  
 liability company; et al.,

Defendants.

Case No. CV-2009-01810

OBJECTION TO PROPOSED FINAL  
 JUDGMENT

AND RELATED COUNTER, CROSS  
 AND THIRD PARTY ACTIONS  
 PREVIOUSLY FILED HEREIN

North Idaho Resorts, LLC (NIR) and VP, Inc. (VP) by and through their counsel of record, Susan P. Weeks of the firm James, Vernon & Weeks, P.A., hereby files their objection to the proposed final judgment, and decree of foreclosure and sale presented by Valiant on the following grounds:



- (1) The Court's Memorandum Decision and Order Granting Motion for Entry of Final Judgment is incomplete. The proposed final judgment references the Real Property, which is indicated at 5(b) of the proposed judgment to be more particularly described and depicted on Exhibit "A" to the judgment. The proposed judgment received by NIR and VP contains no proposed Exhibit A.
- (2) To the extent that the missing Exhibit A contains a legal description of any of the real property addressed in the redemption deed, it may not be foreclosed upon.
- (3) To the extent that the proposed Exhibit A contains properties not addressed in the redemption deed, for the reasons argued in the motion to reconsideration, the proposed judgment is overbroad.

Regarding the second objection listed above, the Court may not enter a decree of foreclosure on the property that was the subject of a redemption deed. It is undisputed in this matter that Bonner County issued a redemption deed to Valiant which was recorded July 8, 2014 and re-recorded August 22, 2014. See Affidavit of Sykes filed January 15, 2015. Title 63 of Idaho Code sets forth a statutory process regarding issuance of tax deeds. When real property taxes become three (3) years deficient in the payment of taxes, the county tax collector is required to make a tax deed to the county. I.C. § 63-1005. Following hearing on the matter, the issues and records the tax deed to the County. I.C. §63-1006. The tax deed conveys to the County the absolute title to the land described therein, free of all encumbrances except mortgages of record to the holders of which notice has not been sent as provided in section 63-1005, Idaho Code, any lien for property taxes which may have attached subsequently to the assessment and any lien for special assessments. I.C. § 1009. See also *Regan v Owen*, \_\_\_ Idaho \_\_\_, 339 P.3d 1162 (2013)(holding that a tax deed conveyed absolute title to the County

free of any encumbrances, and when the County conveyed title to a third party, it remained free of any encumbrances.) Thus, to the extent Exhibit A purports to include any of the property contained within the legal description of the redemption deeds issued in this matter, some of which were not issued to Valiant, those parties whom acquired title from the County by virtue of a redemption deed took free of the RE Loans mortgage, the MFC8 mortgage and the Pensco mortgage. No decree of foreclosure may issue against these properties.

Finally, regarding properties that were not included within the redemption deed issued to Valiant, as addressed within the motion to reconsider, Valiant presented nothing within the summary judgment to show it was entitled to a decree of quiet title of VP's interests.

DATED this 7<sup>th</sup> day of July, 2015.

JAMES, VERNON & WEEKS, P.A.

Susan P. Weeks  
Susan P. Weeks

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on the following persons in the manner indicated this 7<sup>th</sup> day of July, 2015:

- |                                     |                            |                                       |
|-------------------------------------|----------------------------|---------------------------------------|
| <input type="checkbox"/>            | U.S. Mail, Postage Prepaid | Gary A. Finney                        |
| <input type="checkbox"/>            | Hand Delivered             | FINNEY FINNEY & FINNEY, PA            |
| <input type="checkbox"/>            | Overnight Mail             | 120 E Lake St., Ste. 317              |
| <input checked="" type="checkbox"/> | Facsimile: 208-263-8211    | Sandpoint, ID 83864                   |
| <input type="checkbox"/>            | U.S. Mail, Postage Prepaid | Richard Stacey                        |
| <input type="checkbox"/>            | Hand Delivered             | McCormell Wagner Sykes & Stacey, PLLC |
| <input type="checkbox"/>            | Overnight Mail             | 755 West Front St., Ste. 200          |
| <input checked="" type="checkbox"/> | Facsimile: 208-489-0110    | Boise, ID 83702                       |

Susan P. Weeks

GARY A. FINNEY  
 FINNEY FINNEY & FINNEY, P.A.  
 Attorneys at Law  
 Old Power House Building  
 120 East Lake Street, Suite 317  
 Sandpoint, Idaho 83864  
 Phone: (208) 263-7712  
 Fax: (208) 263-8211  
 ISB No. 1356

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

GENESIS GOLF BUILDERS, INC.,	)	Case No. CV-2009-1810
formerly known as National Golf	)	
Builders, Inc., a Nevada	)	JV L.L.C.'S OBJECTION TO
corporation,	)	ENTRY OF FINAL JUDGMENT - AS
	)	DRAFTED BY VALIANT
Plaintiff,	)	
	)	And
v.	)	
	)	REQUEST FOR A HEARING
PEND OREILLE BONNER DEVELOPMENT,	)	
LLC, a Nevada limited liability	)	
company; R.E. LOANS, LLC, a	)	
California limited liability	)	
company; DAN S. JACOBSON, an	)	
individual, SAGE HOLDINGS LLC, an	)	
Idaho limited liability company;	)	
STEVEN G. LAZAR, an individual;	)	
PENSCO TRUST CO. CUSTODIAN FBO	)	
BARNEY NG; MORTGAGE FUND '08 LLC,	)	
a Delaware limited liability	)	
company; VP, INCORPORATED, an	)	
Idaho corporation; JV L.L.C., an	)	
Idaho limited liability company;	)	
WELLS FARGO FOOTHILL, LLC, a	)	
Delaware limited liability	)	
company; INTERSTATE CONCRETE AND	)	
ASPHALT COMPANY, an Idaho	)	
corporation; T-O ENGINEERS, INC.,	)	
fka Toothman-Orton Engineering	)	
Company, an Idaho corporation;	)	

PUCCI CONSTRUCTION INC., an Idaho corporation; ACI NORTHWEST, INC., an Idaho corporation; LUMBERMENS, INC., dba ProBuild, a Washington corporation; ROBERT PLASTER dba Cedar Etc; NORTH IDAHO RESORTS, LLC, an Idaho limited liability company; R.C. WORST & COMPANY, INC., an Idaho corporation; DOES 1 through X,

Defendants.

AND RELATED COUNTERCLAIMS, CROSS-CLAIMS, AND THIRD-PARTY COMPLAINTS

GENESIS GOLF BUIDLERS, INC., formerly known as NATIONAL GOLF BUILDERS, INC., a Nevada corporation,

Plaintiff,

v.

PEND OREILLE BONNER DEVELOPMENT, LLC, a Nevada limited liability company; et al,

Defendants.

AND RELATED COUNTERCLAIMS, CROSS-CLAIMS, AND THIRD-PARTY COMPLAINTS

VALIANT IDAHO, LLC, an Idaho limited liability company,

Third Party

Plaintiff,

v.

PEND ORIELLE BONNER DEVELOPMENT )  
HOLIDNGS, INC., a Nevada )  
corporation; BAR K, INC., a )  
California corporation; )  
TIMBERLINE INVESTMENTS LLC, an )  
Idaho limited liability company; )  
AMY KORENGUT, a married woman; )  
HLT REAL ESTATE, LLC, an Idaho )  
limited liability company; )  
INDEPENDENT MORTGAGE LTD. CO., an )  
Idaho limited liability company; )  
PANHANDLE MANAGEMENT )  
INCORPORATED, an Idaho )  
corporation; FREDERICK J. GRANT, )  
an individual; CRISTINE GRANT, an )  
individual; RUSS CAPITAL GROUP, )  
LLC, an Arizona limited liability )  
company; MOUNTAIN WEST BANK, a )  
division of GLACIER BANK, a )  
Montana corporation; FIRST )  
AMERICAN TITLE COMPANY, a )  
California corporation; NETTA )  
SOURCE LLC, a Missouri limited )  
liability company; MONTAHEÑO )  
INVESTMENTS, LLC, a Nevada )  
limited liability company; )  
CHARLES W. REEVES and ANN B. )  
REEVES, husband and wife; and )  
C.E. KRAMER CRANE & CONTRACTING, )  
INC., an Idaho corporation, )

Third Party )  
Defendants. )

---

JV L.L.C., an Idaho limited )  
liability company, )

Defendant and Cross- )  
Claimant against all of the )  
Defendants and Third )  
Party Plaintiff, )

v. )

VALIANT IDAHO, LLC, an Idaho )  
limited liability company; V.P., )

INC., an Idaho corporation; )  
 RICHARD A. VILLELLI, a married )  
 man; MARIE VICTORIA VILLELLI, a )  
 married woman; VILLELLI )  
 ENTERPRISES, INC., a California )  
 corporation; RICHARD A. VILLELLI, )  
 as TRUSTEE OF THE RICHARD ANTHONY )  
 VILLELLI AND MARIE VICTORIA )  
 VILLELLI REVOCABLE TRUST; THE )  
 IDAHO CLUB HOMEOWNERS )  
 ASSOCIATION, INC., an Idaho )  
 corporation; the entity named in )  
 Attorney Toby McLaughlin's Notice )  
 of Unpaid Assessment as PANHANDLE )  
 MANAGEMENT, INCORPORATED, an )  
 Idaho corporation; and HOLMBERG )  
 HOLDINGS, LLC, a California )  
 limited liability company, )  
 )  
 )  
 Third Party )  
 Defendants. )  
 \_\_\_\_\_ )

COMES NOW, Defendant JV L.L.C., (hereinafter JV), by and through its attorney, GARY A. FINNEY of Finney Finney & Finney, P.A., and makes and files JV's Objection to the "Proposed" Final Judgment and Decree of Foreclosure and Sale submitted by Valiant's attorney Richard L. Stacey, by cover letter dated June 30, 2015. This objection by JV is made and filed pursuant to the Order of the Court in its Memorandum Decision and Order Granting Motion For Entry of Final Judgment, filed June 23, 2015.

The Objection of JV is that:

1. This action has not gone to a final decision. Rule 54(a) states that a judgment is final if either...

a) it is certified as final pursuant to Rule 54(b) (1), or

b) judgment has been entered on all claims for relief, except costs and fees, asserted by or against all parties in this action.

Neither of the Rule 54(a) provisions have been met or determined.

2. This action is a mortgage foreclosure action. Idaho Code §6-101, referred to as a "one-action" or "single action", statute meaning that the Court must adjudicate the interests of all parties having a record interest in the real estate. JV has a Counterclaim, Cross-Claim and Third Party Complaint to foreclosure its first priority vendor's mortgage. That mortgage is recorded October 25, 1995 Instrument No. 474746 and is of undisputable first priority as a statutory vendor's lien (Idaho Code §45-801) and under Idaho's race-notice recording statute, JV's Mortgage interest is the first in time, in good faith and for value. (Idaho Code §55-811 and §55-812).

3. When V.P. Inc. and related entities of DICK VILLELLI, NIR, sold to POBD (Idaho Club), POBD assumed payment of V.P. Inc.'s indebtedness and 1<sup>st</sup> 1995 Mortgage on Moose Mountain. POBD did not pay-off JV's Mortgage and JV is still owed and still holds the 1995 Mortgage. POBD breached its agreement with V.P., Inc. to assume and pay JV. This breach of contract and

indebtedness of POBD to V.P., Inc. is a statutory Vendor's Lien which has priority as to any Mortgages 2006, 2007, or 2008 as to all assignments of mortgages to Valiant. Valiant is an assignee taking subject to any defenses against its Assignors. Valiant is not a bona-fide holder in due course without knowledge of the Mortgage debt to JV on the 1995 Mortgage, assumed by POBD and unpaid. All of the Assignors to Valiant (R.E. Loans, Mortgage Fund 03, and Penso) had actual knowledge of JV's 1995 Mortgage and these entities ask JV to "subordinate" on each of their mortgages.

The critical point is that none of these entities sought any subordinations from V.P., Inc. on its known Vendor's Lien.

V.P., Inc. holds a Vendor's Lien of priority against R.E. Loans, Mortgage Fund 03, and Penso, which is also a priority against Valiant.

The debt to JV on JV's 1995 Mortgage (Instrument No. 474746) is still owed (approximately 1.5 million and interest) and V.P., Inc./N.I.R has a first priority Vendor's Lien to foreclose against POBD; R.E. Loans, Mortgage Fund 03, Penso and their "assignee" Valiant.

4. This action is not "final" as the Court has never ruled on the JV Mortgage Foreclosure.

5. Rule 54(b) is clearly states that "\*\*\*any order or other form of decision; however designated, which adjudicates



less than all of the claims or the rights and liabilities of less than all the parties shall not terminate the actions as to any of the claims or parties, and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the claims and the rights and liabilities of all the parties..." (underline added for emphasis)

6. Valiant's proposed Final Judgment and Decree does not conform to IRCP 54(a) in form or content. The proposed final judgment contains numerous findings of fact and conclusions of law which is not permissible under Rule 54(a).

7. The proposed final judgment has no legal description of the real estate being foreclosed upon or to be sold.

8. The proposed final judgment is not supported by any Affidavit of Amount Due.

9. Valiant holds three (3) different Mortgages, and each must be foreclosed separately and on the real estate in the order of priority and each must go to bid at Sheriff's Sale separately.

10. In the three (3) separate Mortgages several different parcels of land are described.

11. Idaho Code §11-304 Conduct of Sale states that... "after sufficient property has been sold to satisfy the execution, no more can be sold."

12. JV is the first party entitled to redeem from Bonner

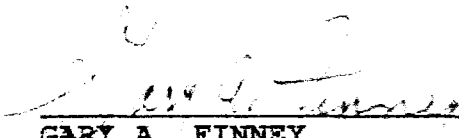
County. JV did redeem by written Notice of Redemption and JV received the Redemption Deed. All of which is contained within the record of this action.

JV's redemption real estate may not be sold in this action, as it has absolute first priority over any claim of Valiant.

13. JV requests a hearing on the issues of entry of any "judgment", final or partial. The hearing should be evidentiary, for JV to submit witness(es) on its objection.

WHEREFORE, JV objects to any final judgment to Valiant, as proposed, and JV requests a hearing on the issues.

DATED this 7<sup>th</sup> day of July, 2015.

  
\_\_\_\_\_  
GARY A. FINNEY  
Attorney for JV L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was delivered via facsimile or as otherwise indicated, this 7<sup>th</sup> day of July, 2015, and was addressed as follows:

Richard Stacey/Jeff Sykes  
MCCONNELL WAGNER SYKES & STACEY PLLC  
827 East Park Boulevard, Suite 201  
Boise, ID 83712  
[Attorney for R.E. LOANS, LLC & VALIANT IDAHO LLC]  
Via US MAIL  
& Via Facsimile: (208) 489-0110

Bruce A. Anderson  
Ford Elsaesser  
ELSAESSER JARZABEK ANDERSON ELLIOTT & MACDONALD, CHTD.  
320 E. Neider Ave, Suite 102  
Coeur d'Alene, ID 83815  
[Attorneys for SAGE HOLDINGS, LLC, DAN JACOBSON, and STEVEN G. LAZAR]  
Via Facsimile: (208) 667-2150

Brent C. Featherston  
FEATHERSTON LAW FIRM, CHTD.  
113 S. Second Avenue  
Sandpoint, ID 83864  
[Attorney for PENSICO TRUST CO. CUSTODIAN FBO BARNEY NG; and MORTGAGE FUND '08 LLC]  
Via Facsimile: (208) 263-0400

Susan Weeks  
Steven C. Wetzel  
JAMES, VERNON & WEEKS, P.A.  
1626 Lincoln Way  
Coeur d'Alene, ID 83814  
Via Facsimile: (208) 664-1684  
[Attorney for NORTH IDAHO RESORTS, LLC, V.P. INC, & FOR JV'S THIRD PARTY DEFENDANTS]

D. Toby McLaughlin  
BERG & MCLAUGHLIN, CHTD.  
414 Church Street, Suite 203  
Sandpoint, ID 83864  
Via Facsimile: (208) 263-7557

By: 



of McCONNELL WAGNER SYKES & STACEY, PLLC. JV, LLC (hereafter, "JV") is represented by Gary A. Finney, of FINNEY FINNEY & FINNEY, P.A. North Idaho Resorts, LLC (hereafter, "NIR") and VP, Incorporated (hereafter, "VP") are represented by Susan P. Weeks, of JAMES, VERNON & WEEKS, P.A.

JV, NIR, and VP shall be collectively referred to herein as "defendants".

## I. UNDISPUTED FACTS

1. On August 19, 2014, Valiant (as successor in interest and assignee of all the below-listed mortgages) filed a Counterclaim, Cross-Claim and Third Party Complaint for Judicial Foreclosure (hereafter, "Third Party Complaint") against Pend Oreille Bonner Development, LLC (hereafter, "POBD"), JV, NIR, and VP, *et al.* The first cause of action is Breach of Contract against POBD pursuant to the RE Loans Agreement.<sup>2</sup> The second cause of action is for Breach of Contract against POBD pursuant to the Pensco Trust Co. Agreement.<sup>3</sup> The third cause of action is for Breach of Contract against POBD pursuant to the Mortgage Fund '08 (hereafter, "MF08") Agreement.<sup>4</sup> The fourth cause of action is for Judicial Foreclosure of Mortgage Instrument Nos. 724829 and 729834.<sup>5</sup> The

---

<sup>2</sup> On March 6, 2007, POBD and RE Loans entered into a promissory Note Secured by Mortgage (hereafter, "2007 RE Loans Note"), which memorialized POBD's promise to repay RE Loans all amounts loaned up to but not to exceed \$21,200,000.00. *Affidavit of Charles W. Reeves* (filed January 15, 2015) (hereafter, "*Reeves Aff.*"), at Ex. C. Under the terms of the 2007 RE Loans Note, POBD borrowed \$21,200,000.00 from RE Loans. *Id.*, at ¶ 8. See *Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment* (filed April 14, 2015), at p. 3, ¶ 3.

<sup>3</sup> On August 1, 2008, POBD and Pensco entered into a promissory Note Secured by Mortgage (hereafter, "Pensco Note"), under which POBD borrowed and promised to pay Pensco up to \$2,700,000.00. *Reeves Aff.*, at Ex. F. Pursuant to the terms of the Pensco Note, POBD borrowed from Pensco the sum of \$2,700,000.00. *Id.*, at ¶ 13. See *Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 5, ¶ 8.

<sup>4</sup> On August 1, 2008, POBD entered into an All-Inclusive Notice Secured by Mortgage with MF08 (hereafter, "MF08 Note"), under which POBD borrowed and promised to repay MF08 up to \$21,980,000.00. *Reeves Aff.*, at Ex. I. Pursuant to the terms of the MF08 Note, POBD borrowed from MF08 the sum of \$2,127,409.34. *Id.*, at ¶ 19. See *Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 6, ¶ 12.

<sup>5</sup> On March 6, 2007, POBD granted to RE Loans a Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (hereafter, "2007 RE Loans Mortgage"), securing all amounts owed under the 2007 RE Loans Note. *Id.*, at Ex. D. The 2007 RE Loans Mortgage was recorded March 15, 2007 at 4:30 p.m. as Instrument No. 724829,

fifth cause of action is for Judicial Foreclosure of Mortgage Instrument Nos. 756394, 756395 and 756396.<sup>6</sup> The sixth cause of action is for Judicial Foreclosure of Mortgage Instrument Nos. 756397, 756398 and 756399.<sup>7</sup> The seventh cause of action is for Judicial Foreclosure of Redemption Deed Instrument No. 861460.<sup>8</sup> See *Third Party Complaint* (filed August 19, 2014); and *Valiant Idaho, LLC's Notice of Errata* (filed January 12, 2015).

2. On September 15, 2014, JV filed "JV L.L.L.'s [sic] Special Appearance Contesting Jurisdiction; and JV L.L.C.'s Answer to Complaint; and JV L.L.C.'s Answer to Valiant Idaho, L.L.C.'s Counterclaim, Cross-Claim and Third Party Complaint for Judicial Foreclosure; and JV L.L.C.'s Cross-Claim; and JV L.L.C.'s Third Party Complaint" (hereafter, "JV's Cross-Claim").

3. On page 19, ¶ 98, of JV's Cross-Claim, it is alleged that:

JV L.L.C.'s Cross-Claim against Valiant and all Defendants is that JV holds a Vendor's purchase money Mortgage Instrument No. 474745

---

and at 4:36 p.m. as Instrument No. 724834, in the records of Bonner County, Idaho. *Id. See Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 4, ¶ 4.

<sup>6</sup> On August 6, 2008, POBD provided to Pensco a Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (hereafter, "Pensco Mortgage") to secure all amounts owed to Pensco. *Id.*, at Ex. G. The Pensco Mortgage was recorded August 6, 2008 at 3:33 p.m., as Instrument No. 756394; at 3:35 p.m. as Instrument No. 756395; and at 3:36 p.m. as Instrument No. 756396, in the records of Bonner County, Idaho. *Id. See Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 5, ¶ 9.

<sup>7</sup> On August 6, 2008, POBD granted to MF08 an All-Inclusive Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing (hereafter, "MF08 Mortgage") to secure all amounts owed to MF08. *Reeves Aff.*, at Ex. J. The MF08 Mortgage was recorded August 6, 2008 at 3:37 p.m. and 3:39 p.m., as Instrument Nos. 756397, 756398 and 756399, in the records of Bonner County, Idaho. *Id. See Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 6, ¶ 13.

<sup>8</sup> On July 7, 2014, Valiant paid Bonner County \$1,665,855.14 to redeem a portion of the Idaho Club Property from property taxes owed to Bonner County. *Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC's Motion for Summary Judgment Against JV, LLC, North Idaho Resorts, LLC, and VP, Incorporated* (filed January 20, 2015) (hereafter, "Sykes Dec."), at Ex. 2. On July 8, 2014, the Redemption Deed in favor of Valiant in the amount of \$1,665,055.14 was recorded as Instrument No. 861460, and re-recorded August 22, 2014 as Instrument No. 863298, in the records of Bonner County, Idaho. *Id. See Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 76, ¶¶ 16-17.

recorded October 24, 1995, which is the first duly recorded purchase money mortgage on the [Moose Mountain] real estate described in said Mortgage, less the platted Lots released by JV by partial satisfactions of the mortgage. JV's Mortgage is the first priority Mortgage securing the Promissory Note .... JV is entitled to a decree of foreclosure.

4. On pages 12-13, ¶ 51, of JV's Cross-Claim, it is further alleged that:

JV, had previous in time to Valiant, paid Bonner County to redeem and did redeem a portion of the Idaho Club Property being a portion of the property referred to as Moose Mountain. ... The tax parcels and real estate redeemed by JV are as stated in JV's Notice of Redemption, dated July 1, 2014, ... JV L.L.C. claims the real estate tax redemption payment as the first priority lien as to the real estate redeemed by JV.

5. On September 19, 2014, NIR filed "North Idaho Resorts, LLC's Answer to Valiant Idaho, LLC's Counterclaim, Cross-Claim and Third Party Complaint for Judicial Foreclosure." No affirmative defenses, counterclaims or cross-claims were pled therein.
6. On December 11, 2014, VP filed "VP Incorporated's Answer to Valiant Idaho, L.L.C.'s Counterclaim and Cross-Claim and Third Party Complaint for Judicial Foreclosure." No affirmative defenses, counterclaims or cross-claims were pled therein.
7. On December 15, 2014, Valiant filed "Valiant Idaho, LLC's Reply to: (1) JV L.L.C.'s Answer to Valiant Idaho, LLC's Counterclaim, Cross-Claim and Third Party Complaint for Judicial Foreclosure; and (2) JV L.L.C.'s Cross Claim and Third Party Complaint." Thirteen affirmative defenses were pled therein, including, as the twelfth affirmative defense, Valiant's lien priority; and as the third affirmative defense, equitable estoppels.
8. On January 20, 2015, Valiant filed "Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP Incorporated." Valiant moved for summary judgment that its RE Loans, Pensco Trust Co., and MF08 Mortgages against POBD's real property located in Bonner County, Idaho (hereafter, "Idaho Club

Property”)<sup>9</sup> are senior in right and priority to any interest claimed by JV, NIR, and VP in the property. Valiant also requested summary judgment that its interest in a portion of the Idaho Club Property described in a Redemption Deed conveyed by the Bonner County Treasurer and Tax Collector, and recorded July 8, 2014, as Instrument No. 851460, and re-recorded August 22, 2014, as Instrument No. 863298, in the records of Bonner County, Idaho, is senior to any right, title, and interest of the defendants in the property described in the Redemption Deed. *See Sykes Dec.*, at Ex. 2,

9. On January 20, 2015, Valiant also filed: (1) “Memorandum in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP, Incorporated”; (2) “Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC. North Idaho Resorts, LLC, and VP, Incorporated”; (3) “Affidavit of Charles W. Reeves”; and (4) “Notice of Hearing on Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP, Incorporated.”
10. On February 2, 2015, JV filed “JV L.L.C.’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment.” Attached to this memorandum is a Verification by James Berry stating: “I have read JV L.L.C.’s Memorandum ..., and know the contents therein stated and believe the same to be true.” Also attached, as Exhibits G and H, are documents entitled “Borrower’s Settlement Statement,” and “Borrower’s Final Settlement Statement,” respectively. Exhibit G is the so-called “Berry

---

<sup>9</sup> In this motion, Valiant stated that the property is “more particularly described in Exhibit 1 to the Declaration of Jeff R. Sykes in Support of [Valiant’s] Motion for Summary Judgment Against JV, LLC. North Idaho Resorts, LLC, and VP, Incorporated.” *See Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP Incorporated*, at 3, ¶ 3. The Court used this language in footnote 1 of its Memorandum Decision and Order Granting Valiant Idaho, LLC’s Motion for Summary Judgment (filed April 14, 2015), at p. 2, merely to describe Valiant’s motion. It is not a finding as to the legal description of the property sought to be foreclosed upon by Valiant. Therefore, JV’s objection to this footnote in its motion to reconsider is without merit.



loan closing statement” referenced by the defendants’ attorneys at the July 8, 2015 hearing.

11. On February 2, 2015, JV also filed “JV’s Affidavit of James Berry Opposing Valiant’s Motion for Summary Judgment.” No exhibits were attached to this affidavit.
12. On February 4, 2015, NIR and VP filed: (1) “North Idaho Resorts, LLC and VP Incorporated’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment”; and (2) “Declaration of Richard Vilelli in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment Against JV, LLC, North Idaho Resorts, LLC, and VP, Incorporated.”
13. On February 4, 2015, NIR and VP filed a “Request for Judicial Notice,” asking this Court to take judicial notice of “James W. Berry’s Affidavit in Opposition to R.E. Loan’s [sic] Motion for Partial Summary Judgment,” filed August 12, 2013 (hereafter, “Berry Affidavit”), and “R.E. Loans, LLC’s Memorandum in Support of Motion for Partial Summary Judgment,” filed July 18, 2013, in *Union Bank v. Pend Oreille Bonner Development, LLC, et al.*, Bonner County Case No. CV-2011-0135.<sup>10</sup> Exhibit A to the Berry Affidavit is the “Borrower’s Settlement Statement” (i.e., the so-called “Berry loan closing statement”) that appears as Exhibit G to “JV L.L.C.’s Memorandum in Opposition to Valiant Idaho, LLC’s Motion for Summary Judgment.”
14. On March 18, 2015, a hearing on Valiant’s motion for summary judgment was held.
15. On April 14, 2015, the Court entered a “Memorandum Decision & Order Granting Valiant Idaho, LLC’s Motion for Summary judgment Against JV, LLC, North Idaho

---

<sup>10</sup> No proposed Order was ever submitted to the Court, and the Court has never ruled on the issue. Accordingly, the Court hereby takes judicial notice of these two documents.

Resorts, LLC, and VP, Incorporated,” in which it ordered, on page 17, that:<sup>11</sup>

Valiant’s Motion for Summary Judgment against JV, NIR, and VP is GRANTED. Judgment shall be entered that:

1. Valiant’s 2007 RE Loans Mortgage, Pensco Mortgage and MF08 Mortgage are senior in right, title and interest in the Idaho Club Property to any claim to the Idaho Club Property by JV, NIR and VP.
2. Valiant’s interest in the portion of the Idaho Club Property described in the Redemption Deed is senior to any right, title, and interest of JV, NIR and VP in the property described in the Redemption Deed. Valiant is entitled to include the amount paid to Bonner County to redeem the property with the amount due under the 2007 RE Loans Note and that amount is entitled to the priority date of the 2007 RE Loans Mortgage (i.e., March 15, 2007).

16. On April 28, 2015, JV filed a “Motion to Alter, Amend and to Reconsider the Court’s Memorandum Decision and Order Filed 4/14/2015 and Request for Oral Argument Time/Date for a Hearing; Not Yet to Be Set.” It was not until the June 17, 2015 hearing that counsel for JV, in open court, requested the hearing date of July 8, 2015.

17. On April 29, 2015, NIR and VP filed a “Motion for Reconsideration and Clarification.”

18. On May 11, 2015, NIR and VP filed a “Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification.” On May 13, 2015, the Court entered an Order granting NIR and VP’s request for enlargement of time.

19. On May 20, 2015, Valiant filed: (1) “Motion for Entry of Final Judgment”; (2) “Memorandum in Support of Valiant Idaho, LLC’s Motion for Entry of Final Judgment”; (3) “Declaration of Jeff R. Sykes in Support of Valiant Idaho, LLC’s Motion for Entry of Final Judgment”; (4) “Declaration of C. Dean Shafer in Support of Valiant Idaho, LLC’s

---

<sup>11</sup> JV questions, in its motion to reconsider, whether this order is a final, appealable judgment. It is not. Any final judgment entered in this matter shall so state on its face.

Motion for Entry of Final Judgment” (hereafter, “Shafer Declaration”); and (5) “Notice of Hearing”.

20. On May 26, 2015, NIR and VP filed a “Second Motion for Enlargement of Time to File Memorandum in Support of Motion for Reconsideration and Clarification.” On May 29, 2015, the Court entered an Order denying NIR and VP’s second request for enlargement of time.
21. On June 16, 2015, NIR and VP filed: (1) “Renewed Motion for Reconsideration and Clarification”; (2) “Memorandum in Support of Renewed Motion for Reconsideration and Clarification”; and (3) “Notice of Hearing”.
22. On June 16, 2015, Sage Holdings, LLC, Dan S. Jacobson, Steven G. Lazar filed a “Statement of No Objection to Valiant’s Motion for Entry of Final Judgment.”
23. On June 17, 2015, a hearing on Valiant’s motion for entry of final judgment was held. From the date of the filing of Valiant’s Motion for Entry of Final Judgment, supporting memorandum, and declarations of C. Dean Shafer and Jeff Sykes, on May 20, 2015, until the date of the hearing on June 17, 2015, 28 days had elapsed. However, none of the defendants filed an opposing affidavit with a legal description controverting the legal description in the Shafer Declaration. Valiant complied with all the time limitations set forth in Idaho Rule of Civil Procedure 7(b)(3).
24. On June 23, 2015, the Court entered a “Memorandum Decision and Order Granting Motion for Entry of Final Judgment,” in which it concluded and ordered, on page 6, that:

NOW, THEREFORE, based upon the uncontroverted Declarations of Jeff R. Sykes and C. Dean Shafer in support of the motion, IT IS HEREBY ORDERED THAT Valiant’s Motion for Entry of Final Judgment is GRANTED.

IT IS FURTHER ORDERED THAT Valiant shall submit a proposed Final Judgment to the Court (with copies to JV, NIR and VP) by

**5:00p.m., June 30, 2015.** Any objections to the proposed Judgment must be filed with the Court in writing by **5:00 p.m. July 7, 2015.**

25. On June 30, 2015, Valiant filed a proposed "Final Judgment and Decree of Foreclosure and Sale." Exhibit A was inadvertently omitted from the proposed Final Judgment.
26. On July 7, 2015, NIR and VP filed an "Objection to Proposed Final Judgment."
27. On July 7, 2015, JV filed "JV L.L.C.'s Objection to Entry of Final Judgment – as Drafted by Valiant and Request for a Hearing."
28. On July 8, 2015, a hearing was held on NIR and VP and JV's motions to reconsider the Court's April 14, 2015, Memorandum Decision and Order. The Court asked and received confirmation in open court from Valiant's attorney that the legal description on the missing Exhibit A to the proposed Final Judgment is identical to the legal description set forth in Exhibit 5 of the Shafer Declaration.<sup>12</sup> As of the date and time of the hearing, none of the defendants had provided an opposing affidavit to the Shafer Declaration.

## II. APPLICABLE LAW AND LEGAL STANDARDS

Idaho Rule of Civil Procedure 11 provides, in pertinent part:

A motion for reconsideration of any interlocutory orders of the trial court may be made at any time before the entry of final judgment but not later than fourteen (14) days after the entry of the final judgment. A motion for reconsideration of any order of the trial court made after entry of final judgment may be filed within fourteen (14) days from the entry of such order; provided, there shall be no motion for reconsideration of an order of the trial court entered on any motion filed under Rules 50(a), 52(b), 55(c), 59(a), 59(e), 59.1, 60(a), or 60(b).

I.R.C.P. 11(a)(2)(B).

In *Van v. Portneuf Medical Center*, 147 Idaho 552, 212 P.3d 982 (2009), the Idaho Supreme Court stated:

---

<sup>12</sup> Valiant resubmitted its proposed Final Judgment and Decree of Foreclosure and Sale to the Court. Valiant's attorney stated that the legal description in Exhibit A to the Final Judgment matches the legal description in Exhibit

A decision of whether to grant or deny a motion for reconsideration made pursuant to Idaho Rule of Civil Procedure 11(a)(2)(B) is left to the sound discretion of the trial court. *Commercial Ventures, Inc. v. Rex M. & Lynn Lea Family Trust*, 145 Idaho 208, 212, 177 P.3d 955, 959 (2008).

*Id.* at 560, 212 P.3d at 990.

In *Johnson v. McPhee*, 147 Idaho 455, 210 P.3d 563 (Ct. App. 2009), *review denied*, the Idaho Court of Appeals stated:

On review of an order granting summary judgment, we apply the same legal standard as that used by the trial court. *Friel v. Boise City Hous. Auth.*, 126 Idaho 484, 485, 887 P.2d 29, 30 (1994); *Washington Fed. Sav. & Loan Ass'n v. Lash*, 121 Idaho 128, 130, 823 P.2d 162, 164 (1992). Summary judgment may be entered only if "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Idaho Rule of Civil Procedure 56(c). *See also Avila v. Wahlquist*, 126 Idaho 745, 747, 890 P.2d 331, 333 (1995); *Idaho Bldg. Contractors Ass'n v. City of Coeur d'Alene*, 126 Idaho 740, 742, 890 P.2d 326, 328 (1995). **When a summary judgment motion has been supported by depositions, affidavits or other evidence, the adverse party may not rest upon the mere allegations or denials of that party's pleadings, but by affidavits or as otherwise provided in the rule, must set forth specific facts showing that there is a genuine issue for trial. I.R.C.P. 56(e). See also Gardner v. Evans**, 110 Idaho 925, 929, 719 P.2d 1185, 1189 (1986). **In order to survive a motion for summary judgment the plaintiff need not prove that an issue will be decided in its favor at trial; rather, it must simply show that there is a triable issue. G & M Farms v. Funk Irrigation Co.**, 119 Idaho 514, 524, 808 P.2d 851, 861 (1991). **A mere scintilla of evidence or only a slight doubt as to the facts is insufficient to withstand summary judgment; there must be sufficient evidence upon which a jury could reasonably return a verdict for the party opposing summary judgment. Corbridge v. Clark Equip. Co.**, 112 Idaho 85, 87, 730 P.2d 1005, 1007 (1986); *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 871, 452 P.2d 362, 368 (1969). ...

When a court considers a motion for summary judgment in a case that would be tried to a jury, all facts are to be liberally construed, and all reasonable inferences must be drawn in favor of the party resisting the motion. *G & M Farms*, 119 Idaho at 517, 808 P.2d at 854; *Sanders v. Kuna Joint School Dist.*, 125 Idaho 872, 874, 876 P.2d 154, 156 (Ct.App.1994). **The rule is different however when, as here, a jury trial has not been requested. In that event,**

---

5 of the Shafer Declaration; and that page 6, ¶ J of the Final Judgment has been corrected to read "certificate of sale for the Real Property" rather than "Sheriff's Deed to the Real Property" in order to reflect the statutory language.

**because the court would be the fact-finder at trial, on a summary judgment motion the court is entitled to draw the most probable inferences from the undisputed evidence properly before it, and may grant the summary judgment despite the possibility of conflicting inferences.** *P.O. Ventures, Inc. v. Loucks Family Irrevocable Trust*, 144 Idaho 233, 237, 159 P.3d 870, 874 (2007); *Intermountain Forest Mgmt., Inc. v. Louisiana Pacific Corp.*, 136 Idaho 233, 235, 31 P.3d 921, 923 (2001); *Brown v. Perkins*, 129 Idaho 189, 191, 923 P.2d 434, 436 (1996). Inferences thus drawn by a trial court will not be disturbed on appeal if the record reasonably supports them. *Shawver v. Huckleberry Estates, L.L.C.*, 140 Idaho 354, 360–61, 93 P.3d 685, 691–92 (2004); *Intermountain Forest Mgmt., Inc.*, 136 Idaho at 236, 31 P.3d at 924.

*Id.* at 459-460, 210 P.3d at 567-568 (emphasis supplied).

In the Scheduling Conference held on November 19, 2014, at which counsel for Valiant, JV, NIR and VP were all present, this matter was scheduled for a five day *court* trial, commencing August 24, 2015. *See* Court Minutes of 11/19/2014, and audio recording of hearing; *see also Order Setting Trial and Pretrial Order* (filed November 20, 2014).

### III. DISCUSSION

#### A. The Defendants' Arguments for Reconsideration of the Court's Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment, filed April 14, 2015.

In their Renewed Motion for Reconsideration and Clarification, NIR and VP claim that there are genuine issues of material fact for trial as to whether the 2007 R.E. Loans Note and Pensco Note were satisfied, and whether R.E. Loans, Pensco and MF08 were good faith encumbrancers. They also seek clarification as to whether this Court adopted Judge Griffin's decision in CV-2011-1035. They further contend that VP's claims of prescriptive easement and equitable servitude for infrastructure survived Valiant's summary judgment motion. Lastly, they assert that Valiant has laid no foundation that the legal description of the property for which it seeks a decree of foreclosure is the same property as described in the various mortgages.

In JV's Motion to Alter, Amend and to Reconsider, JV's first objection is to footnote 1 on page 2 of the Memorandum Decision regarding the description of the property. This objection is based on a misunderstanding that the Memorandum Decision identified the specific property upon which Valiant seeks to foreclose. Valiant's summary judgment motion did not seek summary judgment as to the legal description of the property. The motion sought summary judgment that the mortgages assigned to Valiant by R.E. Loans, LLC, Pensco Trust Co. and Mortgage Fund '08 LLC are senior in right and priority, and superior to any and all interests claimed by JV, NIR, and VP. *See Valiant Idaho, LLC's Motion for Summary Judgment Against JV, L.L.C., North Idaho Resorts, LLC, and VP Incorporated*, at p. 3. The Memorandum Decision only entered judgment as to priority, not as to the legal description of the real property. Thus, JV's first objection is without merit.

JV also raises an objection that Valiant's attorney, Jeffrey R. Sykes was acting as a witness (through his Declaration filed January 20, 2015) as to the description of the real property which is subject to foreclosure and sale. Again, this objection lacks merit for the reasons stated above. This objection is also moot in light of Valiant's subsequent motion for entry of final judgment and the Shafer Declaration, filed on May 20, 2015, and the Court's Memorandum Decision and Order Granting Motion for Entry of Final Judgment, entered on June 23, 2015.

Finally, like NIR and VP, JV also contends that the RE Loans Note and Pensco Note have been paid off, and that Valiant's legal description is wrong.

**B. There is no genuine issue of material fact for trial regarding the legal description.**

At both the June 17, 2015 hearing on Valiant's motion for entry of final judgment and the July 8, 2015 hearing on NIR, VP, and JV's motions to reconsider, the defendants argued that Valiant's legal description (as set forth in Exhibit 5 of the Shafer Declaration) is incorrect and

lacks foundation.

The argument that the Shafer Declaration lacks foundation lacks merit. In the Shafer Declaration, Mr. Shafer establishes his credentials as an expert, and that he is testifying in this matter as an expert witness on behalf of Valiant. *See Shafer Declaration*, at p. 3, ¶¶ 1-3. Idaho Rules of Evidence 703, which governs the basis of opinion testimony by experts, provides:

**The facts or data in the particular case upon which an expert bases an opinion or inference may be those perceived by or made known to the expert at or before the hearing. If of a type reasonably relied upon by experts in the particular field in forming opinions or inferences upon the subject, the facts or data need not be admissible in evidence in order for the opinion or inference to be admitted.** Facts or data that are otherwise inadmissible shall not be disclosed to the jury by the proponent of the opinion or inference unless the court determines that their probative value in assisting the jury to evaluate the expert's opinion substantially outweighs their prejudicial effect.

I.R.E. 703 (emphasis supplied).

Here, the documents reviewed by Mr. Shafer, as set forth in paragraph 3 of the Shafer Declaration (i.e. mortgage instruments and a redemption deed), were “of a type reasonably relied upon by experts in the particular field in forming opinions or inferences upon the subject.” I.R.E. 703. Therefore, Mr. Shafer’s expert opinion as to the correct legal description of the property upon which Valiant has priority and is entitled to foreclose (in Exhibit 5) is admissible evidence, and was properly considered by this Court.

Although Valiant’s Motion for Entry of Final Judgment may not have been styled as a “Motion for Summary Judgment,” it was effectively a motion for summary judgment on the issue of the legal description, because it was filed 28 days prior to the date fixed for hearing—consistent with Idaho Rule of Civil Procedure 56(c)—and was supported by an affidavit (i.e., the Shafer Declaration)—consistent with Idaho Rule of Civil Procedure 56(e). For the defendants not to have filed ANY briefs or affidavits in response to Valiant’s motion and supporting



affidavit, and to now argue that the Court is not following the civil rules of procedure and has not given them adequate opportunity to object, is disingenuous.

To date, Mr. Shafer's testimony in the Shafer Declaration establishing which properties Valiant has priority and seeks to foreclose still remains uncontroverted. This Court has not received any opposing affidavit specifically controverting the legal description put into evidence by the Shafer Declaration. The defendants have made numerous arguments in open court that Valiant's legal description does not match the legal descriptions in various other real estate documents in this case.<sup>13</sup> However, such arguments alone are not evidence, and in the absence of an opposing affidavit "set[ting] forth specific facts showing that there is a genuine issue for trial," I.R.E. 56(e), this Court upholds its earlier decision granting Valiant's Motion for Entry of Final Judgment, and finds there is no genuine issue of fact for trial as to the legal description set forth in Exhibit 5 to the Shafer Declaration.

Accordingly, there is no genuine issue of fact for trial as to the legal description in Exhibit A of the proposed Final Judgment and Decree of Foreclosure and Sale.

**C. There is no genuine issue of material fact for trial as to whether the 2007 R.E. Loans Note (Loan No. P0099) and Pensco Note (Loan No. P0106) have been satisfied.**

The defendants argue that the Berry loan closing statement, which states, in part: "Payoff First Note – Loan No. P0099 - Mortgage Fund '08 LLC c/o Bar K, Inc. ... Payoff Second Note –

---

<sup>13</sup> The Court again notes that the Shafer Declaration was filed on May 20, 2015. The Court has held two hearings and has issued two Memorandum Decisions since then. In the decision issued on June 23, 2015, the Court stated:

If the defendants wanted to dispute the legal description set forth in the Declaration of C. Dean Shafer, the proper mechanism was to file an opposing affidavit setting forth facts to the contrary. Having failed to do so, the Declaration of C. Dean Shafer stands on the record uncontroverted as to the issue of the proper legal description.

*Memorandum Decision and Order Granting Motion for Entry of Final Judgment* at p. 6. Still, to date, no opposing affidavit has been filed.

Loan No. P0106 - Mortgage Fund '08 LLC c/o Bar K, Inc. ..." *Berry Affidavit* (filed August 12, 2013 in CV-2011-0135), shows that the 2007 RE Loans Note (the loan NIR subordinated to) and the Pensco Note have been paid off, leaving only the MF08 Note.

The Court notes there is no way to tell from the Berry loan closing statement whether the MF08 loan actually closed. Presumably, had the loan closed, as asserted by the defendants, documents would exist in which the 2007 RE Loans Note and Pensco Note were satisfied and the mortgages released of record (similar to the release of the 2006 RE Loans Mortgage). No such documents were presented to this Court. In fact, there are two versions of the Berry loan closing statement: the "Borrower's Settlement Statement," which is signed by James Berry; and the "Borrower's Final Settlement Statement," which is unsigned. See *JV L.L.C.'s Memorandum in Opposition to Valiant Idaho, LLC's Motion for Summary Judgment*, at Ex. G and H; *NIR and VP's Request for Judicial Notice*, Ex., James W. Berry's Affidavit in Opposition to R.E. Loan's [sic] Motion for Partial Summary Judgment.

In contrast, Valiant submitted the Affidavit of Charles W. Reeves, who was the custodian and member of POBD responsible for the financing aspects of that entity. Mr. Reeves set forth in his affidavit all of the payments made by POBD toward the 2007 RE Loans Note, the Pensco Note, and the MF08 Note. Mr. Reeves testified that, under the 2007 RE Loans Note and Mortgage, POBD owes Valiant \$278,147.65. *Reeves Aff.*, at ¶¶ 7-8. Mr. Reeves also testified that, under the Pensco Note, POBD owes Valiant \$2,700,000.00 plus interest. *Id.*, at ¶¶ 15-16.

Under Idaho law, "a mere scintilla of evidence or only a slight doubt as to the facts is insufficient to withstand summary judgment; there must be sufficient evidence upon which a jury could reasonably return a verdict for the party opposing summary judgment." *Johnson v. McPhee*, 147 Idaho at 459, 210 P.3d at 567 Additionally, "because the court would be the fact-

finder at trial, on a summary judgment motion the court is entitled to draw the most probable inferences from the undisputed evidence properly before it, and may grant the summary judgment despite the possibility of conflicting inferences.” *Id.* at 460, 210 P.3d at 568.

Here, the Court finds that the Berry loan closing statement is very problematic, and provides only a slight doubt as to the facts presented by Valiant that the loans were not satisfied. Furthermore, as this case is set for a court trial, to the extent that the Berry loan closing statement presents a conflicting inference, this Court is entitled to draw the most probable inference from the undisputed evidence properly before it, which is that the RE Loans Note and Pensco Note were not satisfied, and shall thus, uphold its grant of the summary judgment despite the possibility of a conflicting inference.

Accordingly, there is no genuine issue of material fact for trial as to whether the 2007 R.E. Loans Note (Loan No. P0099) and Pensco Note (Loan No. P0106) have been satisfied.

**D. There is no genuine issue of material fact for trial as to whether R.E. Loans, Pensco, and MF08 were good faith encumbrancers.**

NIR claims that the Court should reconsider its Memorandum Decision as to NIR's priority because the Court did not address whether Barney Ng had actual knowledge regarding the partial release filed against NIR's interest. The argument that R.E. Loans, MF08 and Pensco were not good faith encumbrancers presumes that NIR's alleged vendor's lien remains valid. It does not.

NIR's alleged vendor's lien has been adjudicated as paid and of no value by Judge Griffin in June 3, 2014 "Findings," in *Union Bank, N.A. v. Pend Oretille Bonner Development, LLC, et al.*, Bonner County Case No. CV 2011-135. The alleged vendor's lien was created by the June 19, 2006 Memorandum of Real Property Purchase and Sale Agreement,

which is NIR's claimed interest in this lawsuit. See *Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 9, ¶ 26; *Sykes Dec.*, at Ex. 10.

Judge Griffith found that:

Even if NIR had a vendor's lien it would only be for so much of the purchase price as remains unpaid and unsecured otherwise than by the personal obligation of POBD. NIR has received all of the benefit of its deal with POBD except a share of future bulk sales or its share of revenues in excess of \$80,000,000.00. NIR was paid \$4,750,000.00 at closing, was paid an additional note of approximately \$500,000.00, and POBD assumed both the RE Loans and JV, LLC loans.

The possibility of future bulk sales or revenues in excess of \$80,000,000.00 is unknown and open to speculation. NIR may or may not be due additional monies from POBD in the future, but NIR has received all of the monies guaranteed to it based upon the acquisition of Trestle Creek by POBD.

Therefore, if NIR has a vendor's lien it has no value.

*Sykes Dec.* (filed January 20, 2015), at Ex. 14, Findings, at p. 4.

In *Rodriguez v. Department of Correction*, 136 Idaho 90, 29 P.3d 401 (2001), the Idaho Supreme Court stated:

[I]n order for collateral estoppel to bar the relitigation of an issue determined in a prior proceeding: (1) the party against whom the earlier decision was asserted had a full and fair opportunity to litigate the issue decided in the earlier case; (2) the issue decided in the prior litigation was identical to the issue presented in the present action; (3) the issue sought to be precluded was actually decided in the prior litigation; (4) there was a final judgment on the merits in the prior litigation; and (5) the party against whom the issue is asserted was a party or in privity with a party to the litigation. See *Sheffer*, 134 Idaho at 144, 997 P.2d at 605; see also *Western Indus. & Envtl. Serv., Inc. v. Kaldveer Assoc., Inc.*, 126 Idaho 541, 544, 887 P.2d 1048, 1051 (1994); *Anderson v. City of Pocatello*, 112 Idaho 176, 184, 731 P.2d 171, 179 (1987).

*Id.* at 93, 29 P.3d at 404.

The vendor's lien that Judge Griffin held to have no force and effect because it was paid in full is the same vendor's lien relied upon by NIR in this case. Thus, any issue involving the

validity of NIR's alleged vendor's lien was tried and it was found to be invalid, as the underlying contract was paid in full. The remaining factors in *Rodriguez, supra*, also having been met, the Court finds that NIR is collaterally estopped from re-litigating the issue of the alleged vendor's lien.

Accordingly, there is no genuine issue of material fact for trial as to whether R.E. Loans, Pensco, and MF08 were good faith encumbrancers.

**E. VP's claims of prescriptive easement and equitable servitude for infrastructure did not survive Valiant's summary judgment motion.**

Idaho Rule of Civil Procedure 8(c), governing affirmative defenses, provides:

**In pleading to a preceding pleading, a party shall set forth affirmatively accord and satisfaction, arbitration and award, assumption of risk, contributory or comparative negligence, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, statute of limitations, waiver and any other matter constituting an avoidance or affirmative defense. When a party has mistakenly designated a defense as a counterclaim or a counterclaim as a defense, the court on terms, if justice so requires, shall treat the pleading as if there had been a proper designation.**

I.R.C.P. 8(c) (emphasis supplied).

Similarly, Idaho Rule of Civil Procedure 13(a), governing compulsory counterclaims, provides:

**A pleading shall state as a counterclaim any claim which at the time of serving the pleading the pleader has against any opposing party, if it arises out of the transaction or occurrence that is the subject matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction. But the pleader need not state the claim if (1) at the time the action was commenced the claim was the subject of another pending action, or (2) the opposing party brought suit upon the claim by attachment or other process by which the court did not acquire jurisdiction to render a personal judgment on that claim, and the pleader is not stating any counterclaim under this Rule 13.**

I.R.C.P. 13(a) (emphasis supplied).

In VP's Answer to the Third Party Complaint it did not set forth any affirmative defenses, nor did it plead any counterclaims or cross-claims against Valiant for prescriptive easement or equitable servitude for infrastructure. VP, not having pled these claims in its pleadings, nor having raised them in its response to Valiant's motion for summary judgment, the Court finds that these claims did not survive Valiant's motion for summary judgment.

**F. The priority of Valiant's Redemption Deed is upheld.**

On July 7, 2014, Valiant paid Bonner County \$1,665,855.14 to redeem a portion of the Idaho Club Property from property taxes owed to Bonner County. On July 8, 2014, the Redemption Deed in favor of Valiant was recorded as Instrument No. 861460, and re-recorded August 22, 2014 as Instrument No. 863298, in the records of Bonner County, Idaho. *See Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 20, ¶¶ 16-17.

In *Hardy v. McGill*, 137 Idaho 280, 47 P.3d 1250 (2002), the Idaho Supreme Court stated:

Idaho law makes it clear that the redemption deed is not a tax deed given by the county upon a sale to a purchaser; it is a deed issued to a redemptioner in consideration of the payment of delinquent taxes. *Trusty v. Ray*, 73 Idaho 232, 236, 249 P.2d 814, 818 (1952). A redemption deed simply cancels and terminates all rights of the county in and to the land acquired by virtue of the treasurer's tax deed. *Id.*; *see also* I.C. §§ 63-1124, -1140.

The delinquent taxes paid by the Appellants became a part of the indebtedness protected by the Appellants' and Hardy's contract of sale. *Id.* (citing *Eaton v. McCarty*, 34 Idaho 747, 202 P. 603 (1921); *Gillette v. Oberholtzer*, 45 Idaho 571, 264 P. 229 (1928); *Union Cent. Life Ins. Co. v. Nielson*, 62 Idaho 483, 114 P.2d 252 (1941)).

*Id.* at 286, 47 P.3d at 1256 (emphasis supplied).

Based upon *Hardy* and Idaho Code §§ 45-105, 45-113, 45-114, the Court found, in its Memorandum Decision, that Valiant, as the holder of a lien such as the 2007 RE Loans

Mortgage against the Idaho Club Property, and as the payor of back taxes to redeem the property, is entitled to enforce the indebtedness as part of its own contract and the amount paid is entitled to the priority of the existing mortgage. See *Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 20, ¶¶ 15-17.

However, NIR and VP argue that there is no legal basis to enter judicial foreclosure of Valiant's Redemption Deed, because when a redemption deed is obtained, it cuts off all encumbrances who have received notice. In support of this contention, they cite to *Regan v. Owen*, 157 Idaho 758, 339 P.3d 1162 (2014), in which the Idaho Supreme Court stated:

The issue in this appeal is whether the deed of Jeff and Karen Owen should be reformed to grant an easement across their property for the benefit of Brent and Moura Regan. The Regans are the owners of a 50.55-acre parcel of land in Kootenai County. Adjoining their parcel to the east is a 10.7-acre parcel of land owned by Jeff and Karen Owen. The Owens' property was acquired by two separate conveyances. They acquired a 10.3-acre parcel from David and Helen Hanna by a warranty deed dated February 4, 2003 (Owen Parcel), and they acquired a 0.4-acre parcel from Kootenai County by a deed dated November 28, 2005 (Orphan Parcel). The Orphan Parcel adjoins the northern boundary of the Owen parcel. The primary dispute in this appeal is whether the Regans have an easement across the Orphan Parcel.

These parcels now owned by the Regans and the Owens were part of several tracts of land in sections 27 and 34 of township 50 north, range 3 west, of the Boise Meridian, that were owned by BAR-ACH, Inc. On July 24, 1978, the corporation conveyed those tracts of land to Alexander H. Hargis, John W. Acheson, Jr., and R.C. Collins (herein called Original Grantors). The Original Grantors later sold various parcels from the land acquired from the corporation. The sales relevant to this case were of parcels of land located in the southern part of section 27 and the northern part of section 34.

...

The Original Grantors did not pay the real estate taxes assessed against the Orphan Parcel. As a result, on April 13, 2004, the county treasurer issued a tax deed conveying the parcel to Kootenai County. By deed dated November 28, 2005, the county conveyed the Orphan Parcel to the Owens

...

As stated above, when the Owens purchased the Orphan Parcel, they were "chargeable with notice of every matter affecting the estate, which appears on the

face of any recorded deed *forming an essential link in his chain of title....*" *Kalange*, 136 Idaho at 196, 30 P.3d at 974 (emphasis added). The chain of title would show that the Original Grantors owned the Orphan Parcel and that on April 14, 2004, a tax deed was recorded conveying the property to Kootenai County for the nonpayment of property taxes for the year 2000. The documents in the chain of title would not give constructive notice of any claim by the Regans to the Orphan Parcel or of any mistake in the Smart deed. There is no contention that the face of the tax deed would have put the Owens on inquiry notice of any defect in the proceedings leading to the issuance of the tax deed. The Owens were not under any obligation to inquire as to why the Original Grantors had failed to pay the property taxes assessed against the property.

The tax deed conveyed absolute title to the County free of encumbrances. Idaho Code section 63-1009 states:

The [tax] deed conveys to the grantee the absolute title to the land described therein, free of all encumbrances except mortgages of record to the holders of which notice has not been sent as provided in section 63-1005, Idaho Code, any lien for property taxes which may have attached subsequently to the assessment and any lien for special assessments.

When the county received the tax deed to the Orphan Parcel, that cut off any claim to reform the Owen Parcel so that it included the Orphan Parcel. The county was at that point the absolute owner of the Orphan Parcel. When the Owens later purchased the Orphan Parcel, they received the title that the county had.

*Id.* at 761, 764, 339 P.3d at 1165, 1168.

Upon consideration, the Court finds that *Regan v. Owen* does not apply to this case. The issue before this Court is what happens when property is redeemed by payment of back taxes under a tax redemption sale, not when the property is purchased after the fact, as occurred in *Regan*. Therefore, the Court upholds its findings and conclusions in the Memorandum Decision and Order as to the priority of Valiant's Redemption Deed. JV's Cross-Claim as to this issue is dismissed.

**G. The priority of Valiant's liens over any interest of JV is upheld.**

Lastly, the Court upholds its findings in the Memorandum Decision and Order that JV's Mortgage against the Idaho Club Property, recorded on October 24, 1995, was subordinated to



the 2007 RE Loans Mortgage, Pensco Mortgage, and MF08 Mortgage by the second and third subordination agreements executed and recorded by JV on March 15, 2007 and August 6, 2008, respectively. See *Memorandum Decision and Order Granting Valiant Idaho, LLC's Motion for Summary Judgment*, at p. 13. Therefore, JV's cross-claim against Valiant as to lien priority of its 1995 Mortgage is dismissed.

#### IV. CONCLUSION AND ORDER

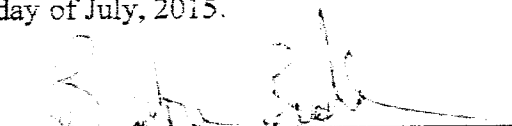
NOW, THEREFORE, based upon the foregoing, IT IS HEREBY ORDERED THAT:

1. North Idaho Resorts, LLC and VP, Incorporated's Renewed Motion for Reconsideration and Clarification is DENIED.
2. JV, L.L.C.'s Motion to Alter, Amend and to Reconsider the Court's Memorandum Decision and Order Filed 4/14/2015 is DENIED.

IT IS FURTHER ORDERED THAT the Court shall enter the Final Judgment and Decree of Foreclosure and Sale. However, counsel for Valiant is instructed to submit a Final Judgment *and a separate* Decree of Foreclosure and Sale in order to comply with Idaho Rule of Civil Procedure 54(a).

IT IS SO ORDERED,

DATED this 21 day of July, 2015.



**Barbara Buchanan**  
District Judge

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was mailed, postage prepaid, (and delivered via facsimile transmission, where indicated), this 22 day of July, 2015, to:

Bruce A. Anderson  
ELSAESSER JARZABEK ANDERSON ELLIOTT & MACDONALD, CHTD.  
320 East Neider Avenue, Suite 102  
Coeur d' Alene, Idaho 83815  
Facsimile: 208.667.2150  
*(Attorneys for Jacobson, Lazar and Sage Holdings)*

Brent C. Featherston  
FEATHERSTON LAW FIRM, CHTD.  
113 South Second Avenue  
Sandpoint, Idaho 83864  
Facsimile: 208.263.0400  
*(Attorneys for Pensco/Mortgage Fund)*

Gary A. Finney  
FINNEY FINNEY & FINNEY, PA  
120 East Lake Street, Suite 317  
Sandpoint, Idaho 83864  
Facsimile: 208.263.8211  
*(Attorneys for For J.V., LLC)*

[FAXED AND MAILED]

2-22-15 7-22-15

John A. Finney  
FINNEY FINNEY & FINNEY, PA  
120 East Lake Street, Suite 317  
Sandpoint, Idaho 83864  
Facsimile: 208.263.8211  
*(Attorneys for Pucci Construction/ACI Northwest)*

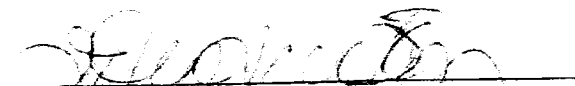
D. Toby McLaughlin,  
BERG & MCLAUGHLIN, CHTD.  
414 Church Street, Suite 203  
Sandpoint, Idaho 83864  
Facsimile: 208.263.7557  
*(Attorneys for Idaho Club HOA/Panhandle Mgmt.)*

Susan P. Weeks  
JAMES, VERNON & WEEKS, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814  
Facsimile: 208.664.1684  
*(Attorneys for VP, Incorporated/North Idaho Resorts, LLC)*

[FAXED AND MAILED]  
7-21-15 7-22-15

Richard L. Stacey  
Jeff R. Sykes  
McCONNELL WAGNER SYKES  
& STACEY, PLLC.  
827 East Park Boulevard, Suite 201  
Boise, ID 83712  
Fax# (208) 489-0110  
*(Attorney for R.E. Loans, LLC; and Valiant Idaho, LLC)*

[FAXED AND MAILED]  
7-21-15 7-22-15

  
Deputy Clerk