

BOISE, WEDNESDAY, APRIL 11, 2018 AT 8:50 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

IDAHO FIRST BANK,)
)
 Plaintiff-Appellant-Cross Respondent,)
)
 v.)
)
 MAJ-LE TATE BRIDGES and HAROLD A.)
 BRIDGES, individuals,)
)
 Defendants-Respondents-)
 Cross Appellants.)

Docket No. 44532

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Valley County. Hon. Jason D. Scott, District Judge.

Thomas, Williams & Park, LLP, Boise, for appellant.

Greener Burke Shoemaker Oberrecht, P.A., Boise, for respondent.

Idaho First Bank (“IFB”) appeals an order granting summary judgment dismissing its deficiency claims against Maj-Le and Harold Bridges (the “Bridges”) after they defaulted under the terms of a promissory note (the “Note”). This Note was secured by a Construction Deed of Trust (the “deed of trust”), which contained two pieces of collateral: (1) a large vacation home (built from the proceeds of the Note); and (2) the lease of the land underlying this vacation home. The district court found that IFB’s deficiency claims on the Note, brought pursuant to Idaho Code section 45-1512, were time barred because they were not brought within the statutorily prescribed three-month period to bring a deficiency claim after IFB foreclosed on the collateral within the deed of trust. IFB appeals claiming the vacation home was not real property and that the lease was substantially valueless; therefore, both pieces of collateral were not subject to the three-month time period to bring a deficiency claim, pursuant to Idaho Code section 45-1503. Alternatively, IFB argues its deficiency claims were not time barred because it could relate back its amended complaint (alleging both deficiency claims), under Idaho Rule of Civil Procedure 15(c) or 15(d), to the filing dates of its prior complaints seeking to collect on the Note before it foreclosed on the collateral under the deed of trust.

The Bridges also cross-appeal an order denying their motion to stay IFB’s demand for arbitration. After the district court granted summary judgment on IFB’s deficiency claims, IFB filed a demand for arbitration seeking to foreclose on a second deed of trust (the “second deed of trust”) to collect on the Note. This second deed of trust (securing collateral for a second loan IFB

made to the Bridges) contained a “cross-collateralization” provision that allowed the collateral within this second deed of trust to also serve as collateral on the Note. The district court denied the Bridges’ motion to stay arbitration claiming that it lacked jurisdiction to rule on the motion. The Bridges appeal claiming the district court erred in denying their motion because it had jurisdiction to grant their motion under Idaho Appellate Rule 13(b). Lastly, the Bridges claim an award of attorney fees pursuant to Idaho Code section 12-120(3).