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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY

DPW Enterprises LLC and Mountain Prime 2018 LLC, Plaintiff, vs. Jeremy L. Bass, Dwayne Pike, and Current occupant, and Unknown Parties in Possession of the real property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501 Defendants.	Case No. CV35-24-1063 **MEMORANDUM IN SUPPORT OF RECONSIDERATION** **DEMAND FOR JURY**

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se, and hereby upon the Honorable Court's granting of *MOTION FOR RECONSIDERATION* would submit this *MEMORANDUM IN SUPPORT OF RECONSIDERATION*. This submission provides detailed legal authorities that are directly relevant to the core issues concerning the validity of the trustee's sale and the limitations of good faith purchaser protections under Idaho law. Additional arguments are not intended, only clarification in regard to the question of authority. These authorities clarify the protections afforded by *Idaho Code § 45-1508* and how those protections apply—or do not apply—under the specific circumstances found in Defendant Bass' case.

I. INTRODUCTION

Plaintiffs sought summary judgment on the basis that they are entitled to possession of the property located at *1515 21st Avenue, Lewiston, ID 83501*, following an attempted trustee's sale from a non-judicial foreclosure. The Trustee's sale is a publicly held auction, with the one in contention having been held on February 29th, 2024, on the front steps of the Nez Perce County Court House.

Plaintiffs, styling themselves as bona fide purchasers for value of Defendant Bass' property and averring that said acquisition was in good faith, sought to avail themselves of the narrow and specific conditions required to gain the sweeping and unassailable immunity afforded to such purchasers under *Idaho Code § 45-1508*. In stark contrast, Defendant Bass has mounted a formidable challenge to the trustee's sale, casting a pall over the process by impugning the integrity of and had alleged a multitude of procedural and substantive improprieties that fatally compromise the auctions validity.

Defendant Bass categorically rejected the validity of the sale, asserting that the purported transfer of title is *void ab initio* as the process was fundamentally flawed with pervasive irregularities. He highlighted, *inter alia*, collusion and misconduct among involved parties, evidenced by improper conduct tainting both the preparatory and execution stages, and the conspicuous absence of a legitimate default.

II. SUPPLEMENTAL CASE LAW

1. *Breckenridge Prop. Fund 2016, LLC v. Wally Enter., 170 Idaho 649 (2022)*

Explanation of *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.*:

In *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.*, the Idaho Supreme Court addressed whether an auctioneer's on-site imposition of specific payment terms—such as requiring cashier's checks payable to the trustee directly—could legally restrict a bidder from participating. The case clarified the discretionary authority of trustees to set payment terms, while emphasizing that these terms must align with *Idaho Code § 45-1506*'s purpose of promoting fair trade and transparency. The Court highlighted that on-site terms must be reasonable, yet it did not endorse practices that could unfairly limit competitive bidding or violate the Sherman Act's principles of fair commerce in public auctions.

Key Facts of the *Breckenridge Prop. Fund 2016, LLC* Case:

- **Foreclosure Sale:** Breckenridge attended a foreclosure auction with cashier's checks made payable to an affiliate rather than to the trustee, Weinstein & Riley, P.S.
- **Auctioneer's Terms:** At the start of the auction, the trustee specified that only checks payable directly to Weinstein & Riley, P.S. would be accepted.

- **Opportunity to Comply: T**he trustee allowed Breckenridge a one-hour delay to secure checks compliant with the on-site payment terms. Despite this time allowance, Breckenridge failed to procure compliant checks within the hour.
- **Bid Rejection and Award:** With Breckenridge unable to present checks payable to the trustee, the trustee rejected Breckenridge's bid, awarding the property to Cornerstone, the only bidder meeting the payment requirement.
- **Claims by Breckenridge:** Breckenridge argued that the lack of advance notice of the payment terms violated *Idaho Code § 45-1506* and principles of fair trade. The claims included negligence, negligence per se, estoppel, and demands for equitable remedies, asserting that the terms were unfairly restrictive.

Court's Decision:

- **Summary Judgment Partially Affirmed:** The Court affirmed that the trustee acted within their rights under Idaho law, upholding the discretion to impose reasonable payment terms at the time of sale without advance notice.
- **Rejection of Bid Justified:** The Court concluded that no statutory requirement mandates pre-auction disclosure of specific payment terms, meaning the auctioneer's decision to specify acceptable payment formats on-site was legally permissible.
- **Attorney Fees Decision Reversed:** The appellate court found that the district court's award of attorney fees to Cornerstone and Wally was inappropriate, as Breckenridge's complaint did not establish a direct commercial relationship with the defendants.

Application to Defendant Bass' Case:

The only procedural similarity between *Breckenridge Prop. Fund 2016, LLC* and Defendant Bass' case is the presence of printed checks; however, Breckenridge's checks did not specify exact bid amounts, as they were to be filled in if Breckenridge won the bid. The issue in Breckenridge was centered on the form of payment rather than on any pre-arranged bid amounts.

The Idaho Supreme Court's ruling does not authorize trustees to guide bidders in placing precise bids nor to engage in pre-auction coordination regarding bid amounts.

Importantly, Plaintiffs in Bass' case arrived with printed checks that matched the final bid amount exactly, down to the cent—confirming the Plaintiff's statement of pre-auction coordination. This precise pre-calculation of amounts, absent in Breckenridge, raises questions about trustee involvement and procedural fairness in Bass' case.

Unlike in Breckenridge, where the auctioneer allowed a one-hour correction period for Breckenridge to obtain a properly payable check, no such leniency or standard practice was extended here, leaving Defendant Bass the choice to participate in an auction he knew to be rigged making him party to the collusion, or stand his ground, provide his due diligence to minimize damage in case of innocent buyers and document the whole process but not place a bid.

Key Legal Points from *Breckenridge Prop. Fund 2016, LLC*:

1. **Trustee Authority Over Payment Requirements:**
   - While trustees have the authority to impose on-site payment conditions, these must be reasonable and non-restrictive regarding fair access. Breckenridge established that conditions set on-site must align with the principle of competitive fairness. Bass' case reaffirms the holding that at the time of the auction, terms may be provided, but not ahead of the auction that is not already noticed.
2. **Absence of Permission for Pre-Arranged Bid Amounts:**
   - Breckenridge's checks involved only payee discrepancies, with amounts left unspecified, distinguishing it from Bass' case where pre-determined bid amounts were confirmed to be printed on checks. The Idaho Supreme Court in Breckenridge did not address nor permit practices allowing trustees to coordinate exact bidding amounts, thus preventing use of Breckenridge as authority for such actions.
3. **Inapplicability as a Sherman Act Exception:**
   - The ruling in Breckenridge does not support an exception to Sherman Act principles concerning fair bidding practices in public auctions. Rather, it reaffirmed Idaho Code's guidelines for fair competition and transparency in foreclosure auctions. Using

Breckenridge to justify pre-arranged amounts conflicts with this intention, as it would favor collusion over open market principles. Bass' case thus raised issues of potential Sherman Act violations in relation to trustee involvement.

Conclusion:

Breckenridge Prop. Fund 2016, LLC v. Wally Enter. provides no basis for allowing trustees to engage in bid pre-arrangements or to restrict access by specifying exact bid amounts. The Court's decision affirms trustee discretion in a manner consistent with *Idaho Code § 45-1506*, but does not create exceptions for practices compromising competitive bidding integrity. In Defendant Bass' case, the issue of pre-arranged bid amounts on Plaintiffs' checks suggested trustee misconduct that violated both Idaho foreclosure standards and the Sherman Act, confirmed in writing, warranting reconsideration or invalidation of the sale.

2. Baker v. Nationstar Mortg., LLC, 574 B.R. 184 (Bankr. D. Idaho 2017)

"The buyer protections afforded by *Idaho Code § 45-1508* apply only to sales challenged for a failure to comply with the procedural provisions of *Idaho Code § 45-1506*. *Taylor v. Just, 138 Idaho 137, 59 P.3d 308, 313 (Idaho 2002)*. And good faith purchasers are not insulated against every claim or reason for voiding a foreclosure sale. See, e.g., *Taylor, 59 P.3d at 313* (holding that *Idaho Code § 45-1508* does not apply to a foreclosure sale that was void for a lack of default at the time of the sale)." —*Baker v. Nationstar Mortg., LLC (In re Baker), 574 B.R. 184, 191 (Bankr. D. Idaho 2017)*

Explanation of *Baker v. Nationstar Mortg., LLC*:

In *Baker v. Nationstar Mortg., LLC*, the United States Bankruptcy Court for the District of Idaho thoroughly examined the scope of protections provided to good faith purchasers under *Idaho Code § 45-1508*. Specifically, the court clarified that these protections are limited to sales challenged for procedural defects. The decision also emphasized that the statute does not shield purchasers from all claims or grounds for invalidating a sale, particularly when the sale itself was void due to substantive defects, such as the absence of a valid default.

Key Facts of the *Baker v. Nationstar Mortg., LLC* Case:

- The homeowner (Baker) held a mortgage serviced by Nationstar Mortgage.
- Nationstar initiated a non-judicial foreclosure sale in accordance with Idaho law.
- Baker contested the foreclosure, arguing that there was no default on the mortgage loan at the time of the sale.
- The property was subsequently sold to a third-party buyer at the foreclosure sale.
- The buyer sought protection as a good faith purchaser under *Idaho Code § 45-1508*, which generally insulates buyers from certain defects in the foreclosure process.

Court's Decision:

- The court ruled that the protections under *Idaho Code § 45-1508* apply only to procedural defects and do not extend to substantive defects, such as when there is a lack of default or the improper execution of the auction as examples.
- *Idaho Code § 45-1508* does not protect purchasers from all claims against or reasons for voiding a sale.
- Specifically, *Idaho Code § 45-1508* does not apply when a foreclosure sale is void because of the absence of a valid default at the time of sale.
- The court held that the foreclosure sale was void due to the lack of default, and the buyer could not claim protections as a good faith purchaser under *Idaho Code § 45-1508*.

Application to Defendant Bass' Case:

The parallels between *Baker v. Nationstar Mortg., LLC* and the current case are striking. Plaintiffs claimed protection as good faith purchasers under *Idaho Code § 45-1508*, arguing that the trustee's sale must be upheld despite Defendant Bass' objections. However, Baker establishes that these protections do not extend to substantive defects such as the lack of a valid default or fraud. Defendant Bass has consistently maintained that the foreclosure sale was void because it was conducted under improper conduct, including collusion, marred the auction process, and without a valid default.

Key Legal Points from *Baker v. Nationstar Mortg., LLC*:

1. Limitations of Good Faith Purchaser Protections:

- *Idaho Code § 45-1508* provides protections to purchasers in foreclosure sales only when the sale is challenged for procedural defects. It does not insulate buyers from the consequences of substantive defects.
- In ***Baker v. Nationstar Mortg., LLC***, the absence of a valid default rendered the sale void, and the protections of *§ 45-1508* were deemed inapplicable.
- In Defendant Bass' case, the presence of collusion or lack of a valid default at the time of the foreclosure sale each on their own are substantive defects that renders the sale void.

2. Void Sales Due to Substantive Defects:
   - Foreclosure sales conducted with the presence of collusion or without a valid default are void, not merely voidable. This distinction is critical, as a void sale has no legal effect and cannot confer valid title on a purchaser.
   - Defendant Bass argued that the trustee's sale in this case was void due to a substantive defect: rigging the auction, and the lack of a valid default. Therefore, Plaintiffs cannot claim to have acquired valid title, and their reliance on good faith purchaser protections is misplaced.
3. Bidder's Involvement in Rigging the Auction:
   - ***Baker v. Nationstar Mortg., LLC*** the court underscores that protections afforded to purchasers under ***Idaho Code § 45-1508*** do not extend to sales voided due to substantive defects. Specifically, while ***§ 45-1508*** provides that *"failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with **section 45-1506, Idaho Code**, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale,"* it also clarifies that *"any failure to comply with the provisions of **section 45-1506, Idaho Code**, shall not affect the validity of a sale in favor of a purchaser in good faith for value."* However, the court in ***Baker v. Nationstar Mortg., LLC*** makes clear that these protections apply only to procedural defects outlined in ***§ 45-1506*** and do not shield a purchaser from substantive issues—such as fraud or the absence of a valid

default—that render a sale void. Thus, when a sale is void on substantive grounds, the good-faith purchaser protections under *Idaho Code § 45-1508* are unavailable.

- In this case, Defendant Bass alleged that the bidder (Plaintiffs), the trustees, and other named parties engaged in improper conduct by coordinating before the auction—an admission of coordination by Plaintiffs *(DPW Enterprises Dec., Wangsgard, ¶¶3-4, Oct. 18, 2024)* that further substantiates collusion. Such misconduct constitutes a substantive defect that voids the foreclosure sale.

Conclusion:

Baker v. Nationstar Mortg., LLC is directly applicable to Defendant Bass' case, as it underscores that *Idaho Code § 45-1508* does not protect purchasers from substantive defects, such as the absence of a valid default. Plaintiffs' claim to good faith purchaser protections must fail because the trustee's sale was void, and without valid title, they cannot maintain an ejectment action.

3. ***Idaho Power Co. v. Benj. Houseman Co., 123 Idaho 674, 851 P.2d 970 (1993)***

Explanation of *Idaho Power Co. v. Benj. Houseman Co.*:

In *Idaho Power Co. v. Benj. Houseman Co., 123 Idaho 674, 851 P.2d 970 (1993)*, the Idaho Supreme Court clarified the rights of mortgagees and lienholders in foreclosure sales. This case underscores that junior lienholders lose their security interest in a foreclosure sale of senior liens, but it also emphasizes that foreclosure sales must be based on a valid default to properly extinguish these interests.

Key Facts of the *Idaho Power Co. v. Benj. Houseman Co.* Case:

- Idaho Power held a second mortgage on a property with a debt that was not yet due.
- The senior lienholder, Benj. Houseman Company, initiated foreclosure due to default on senior debt.
- The property was sold to a third-party purchaser for less than fair market value.
- Idaho Power, not involved in the sale, later pursued the debt, claiming its security interest was extinguished improperly.

Court's Decision:

- The court held that Idaho Power retained the right to collect its debt after the sale, even though its security interest was extinguished.
- It emphasized that while a foreclosure sale extinguishes junior liens, it does not eliminate the debtor's personal obligation to repay the loan.
- Importantly, a mortgagee can pursue debt collection even after a senior lien foreclosure extinguishes the security interest if the mortgage was rendered valueless.

Application to Defendant Bass' Case:

The relevance of *Idaho Power Co. v. Benj. Houseman Co.* to Defendant Bass' case lies in its insistence on a valid default as the basis for any foreclosure sale. Defendant Bass asserted that the public auction was improperly initiated without a valid default due to part performance of a binding verbal agreement, which took it out of default when the transfer of responsibilities commenced rendering it void under Idaho law. Additionally, Bass also argued that the Plaintiffs' conduct during the auction influenced the sale outcome, as the property was sold for less than fair market value—similar to the undervalued sale noted in *Idaho Power Co. v. Benj. Houseman Co.*

Key Legal Points from *Idaho Power Co. v. Benj. Houseman Co.*:

1. Mortgagee's Right to Collect Debt Despite Loss of Security Interest:
   - *Idaho Power Co. v. Benj. Houseman Co.* establishes that a mortgagee can pursue the underlying debt if the security interest is extinguished improperly.
   - In Defendant Bass' case, it was put to the court that the trustee's sale should be considered void due to improper conduct and the lack of a valid default, meaning that Plaintiffs cannot rely on the sale to extinguish Defendant Bass' rights or obligations regarding the property.
2. Improper Foreclosure Actions:
   - The court's decision in *Idaho Power Co. v. Benj. Houseman Co.* emphasizes that foreclosure sales must be based on a valid default and conducted according to proper & legal procedures to extinguish parties' rights.

- Defendant Bass asserted that the trustee's sale in this case was conducted without a valid default and was tainted by collusion and improper conduct, which violates the principles established in *Idaho Power Co. v. Benj. Houseman Co.*.

3. Sale for Less Than Fair Market Value:
   - In Idaho Power, the property was sold for less than its fair market value, which was one of the issues raised by the junior lienholder. Similarly, in Defendant Bass' case, the bidder's conduct during the auction affected the fairness and legality of the sale, resulting in the property being sold under improper conditions.

Conclusion:

Idaho Power Co. v. Benj. Houseman Co. supports Defendant Bass' position that the trustee's sale was improperly conducted and, therefore, void. The improper conduct surrounding the sale and lack of a valid default each could render sale invalid, justifying Defendant Bass' challenge to the Plaintiffs' claim to the property.

4. *Taylor v. Just, 138 Idaho 137, 59 P.3d 308 (2002)*

Explanation of *Taylor v. Just*:

In *Taylor v. Just, 138 Idaho 137, 59 P.3d 308 (2002)*, the Idaho Supreme Court addressed the consequences of a foreclosure sale that failed to comply with the statutory requirements set forth in *Idaho Code § 45-1505(2)*. The Court determined that when a foreclosure sale does not meet the statutory criteria, it is void ab initio, meaning it has no legal effect from its inception. This decision is directly relevant to cases where substantive defects in the foreclosure process render the sale invalid and the purchaser's claim to the property cannot be upheld.

Key Facts of the Case:

- A foreclosure sale took place after the homeowner defaulted on a deed of trust.
- The foreclosure sale did not comply with the statutory requirements under *Idaho Code § 45-1505(2)*.
- Specifically, the sale suffered from procedural defects that were significant enough to invalidate it.

- A bidder at the foreclosure sale sought to assert rights as a good faith purchaser for value, claiming legitimate ownership despite the defects in the sale process.

Court's Decision:

- The Idaho Supreme Court determined that the foreclosure sale was void due to its failure to comply with the statutory requirements of *Idaho Code § 45-1505(2)*.
- As a result of this non-compliance, the bidder did not acquire valid title to the property.
- The Court held that the bidder could not claim to be a good faith purchaser for value because the sale was void ab initio (from the beginning).
- Without valid title, the bidder could not avail themselves of the protections provided to good faith purchasers under Idaho law.

Application to Defendant Bass' Case:

The decision in *Taylor v. Just* is highly relevant to Defendant Bass' opposition to Plaintiffs' Motion for Summary Judgment. Plaintiffs in this case claimed they were entitled to possession of the property as good faith purchasers, despite Defendant Bass' arguments regarding defects in the foreclosure process. However, *Taylor v. Just* makes clear that a foreclosure sale that fails to comply with statutory requirements is void from the outset, meaning no valid title passes to the purchaser. Defendant Bass argued that the foreclosure sale in this case was marred by both procedural and substantive defects, including non-compliance with statutory requirements and bidder collusion, which renders the sale void and precludes Plaintiffs from claiming title.

Key Legal Points from *Taylor v. Just*:

1. Void Sale Due to Non-Compliance with Statutory Requirements:
   - *Taylor v. Just* establishes that a foreclosure sale that does not strictly comply with the statutory requirements set forth in *Idaho Code § 45-1505* I s void.
   - In Defendant Bass' case, the foreclosure sale is void due to procedural irregularities and statutory non-compliance, including the improper handling of the auction process and the involvement of the trustee and bidder in collusion.

- Because the sale was void ab initio, Plaintiffs cannot claim to have acquired valid title, and any attempt to rely on good faith purchaser protections is without merit.

2. Good Faith Purchaser Status:
    - In *Taylor v. Just*, the Idaho Supreme Court clarified that good faith purchaser protections do not apply when the foreclosure sale is void due to statutory non-compliance.
    - Plaintiffs' claim to good faith purchaser status in Defendant Bass' case is similarly unsupported because the sale itself was invalid. Without valid title, the protections afforded to good faith purchasers under Idaho law are inapplicable.
3. Impact on Ejectment Proceedings:
    - Since the foreclosure sale in *Taylor v. Just* was found to be void, the purchaser could not claim ownership of the property and was not entitled to possession.
    - Likewise, in Defendant Bass' case, the Plaintiffs' claim to possession is based on a void sale. As such, Plaintiffs lack standing to maintain an ejectment action against Defendant Bass because they did not acquire valid title through the defective foreclosure sale.

Legal Principles Highlighted:

- Statutory Compliance and Validity of Foreclosure Sales:
    - Foreclosure sales must strictly adhere to the statutory requirements outlined in *Idaho Code § 45-1505* to be valid.
    - A failure to comply with these statutory provisions renders the sale void ab initio, meaning it has no legal effect and cannot transfer valid title to the purchaser.
- Void vs. Voidable Sales:
    - A void sale is invalid from the outset and confers no legal rights on the purchaser, while a voidable sale is valid until it is annulled but can be challenged on certain grounds.
    - In Defendant Bass' case, the sale is void because of the procedural and substantive defects in the foreclosure process.

- Good Faith Purchaser Protections:
    - The Idaho Supreme Court in *Taylor v. Just* held that the protections afforded to good faith purchasers under Idaho law do not apply when the sale is void due to non-compliance with statutory procedures.
    - Plaintiffs cannot claim the protections of a good faith purchaser in this case because the sale was not conducted in accordance with *Idaho Code § 45-1505.*

Conclusion:

Taylor v. Just is directly applicable to the present case and supports Defendant Bass' position that the foreclosure sale is void due to statutory non-compliance and bidder misconduct. As a result, Plaintiffs did not acquire valid title to the property, and their claim to possession must fail. The principles established in *Taylor v. Just* make clear that Plaintiffs cannot claim to be good faith purchasers, and their attempt to eject Defendant Bass from the property is without legal basis.

5. *Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009)*

- *"Idaho Code § 45-1508 does not require that the grantor to a deed of trust demonstrate harm resulting from an irregularity in the foreclosure sale in order to have the sale set aside. The district court cannot impose this additional requirement under the statute, thereby increasing the plaintiff's burden, just because it does not agree with the result." – Spencer v. Jameson, 147 Idaho 497, 505, 211 P.3d 106, 114 (2009)*
- *"A trust deed must be foreclosed in the manner set forth in I.C. § 45-1506, which requires in part that '[t]he purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser . . . .' I.C. § 45-1506(9)." – Spencer v. Jameson, 147 Idaho 497, 503, 211 P.3d 106, 112 (2009)*
- *"The sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case). This interpretation promotes the legislature's interest in preserving the finality of title to real property. In addition, our interpretation does not deprive trust deed grantors of a*

statutory remedy in cases such as this where the trustee wrongfully accepts a credit bid as payment in full." – ***Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009)***

Strict Compliance and Material Irregularities:

The Idaho Supreme Court, in ***Spencer v. Jameson***, highlighted that non-judicial foreclosure statutes require strict adherence. Material irregularities in the foreclosure process can serve as grounds to set aside the sale, regardless of whether harm to the grantor is demonstrated. This principle is underscored in ***Idaho Code § 45-1506***, where failure to comply with statutory requirements may invalidate a sale if procedural irregularities are significant, even if the buyer acts in good faith.

Explanation of Spencer v. Jameson:

In *Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009)*, the Idaho Supreme Court considered whether a grantor must demonstrate actual harm resulting from irregularities in the foreclosure process to set aside a sale. The Court held that Idaho Code § 45-1506 imposes no such requirement; any material irregularity alone is sufficient to invalidate the sale. This decision is significant for understanding the standard for contesting foreclosure sales in Idaho, clarifying that homeowner rights to challenge defective foreclosures do not hinge on proving harm.

Key Facts of the *Spencer v. Jameson* Case:

- David Spencer (the grantor) executed a deed of trust on his property to secure a loan.
- After Spencer's default, the trustee initiated a non-judicial foreclosure sale.
- Spencer alleged irregularities in the foreclosure, notably concerning notice of sale requirements.
- The district court required Spencer to prove actual harm from these irregularities to set aside the sale.
- Spencer appealed, arguing that the district court improperly increased his burden by requiring harm.

Court's Decision:

- The Idaho Supreme Court reversed the district court, ruling that *Idaho Code § 45-1506* does not require a grantor to demonstrate harm from irregularities in foreclosure to set aside the sale.
- The Court stressed that non-judicial foreclosure statutes require strict adherence, and any significant irregularity in the process justifies setting aside the sale.
- The decision emphasizes that the trustee's compliance with statutory procedures, rather than the grantor's injury, is central.

Application to Defendant Bass' Case:

Spencer v. Jameson is directly applicable to Defendant Bass' argument that the foreclosure sale should be set aside due to procedural and substantive irregularities, including collusion and manipulation of the auction process. In this case, the Plaintiffs have attempted to downplay the significance of these irregularities, suggesting that Defendant Bass cannot demonstrate harm sufficient to invalidate the sale. However, Spencer makes it clear that Idaho law does not require Defendant Bass to prove harm; the mere existence of material irregularities in the foreclosure process is sufficient to justify setting aside the sale.

Key Legal Points from *Spencer v. Jameson*:

1. No Requirement to Prove Actual Harm:
   - *Spencer v. Jameson* holds that a grantor does not need to prove that they suffered actual harm as a result of procedural defects in the foreclosure process.
   - In Defendant Bass' case, Plaintiffs cannot argue that Defendant Bass must demonstrate harm in order to challenge the sale. The focus should be on whether the foreclosure process complied with Idaho's statutory requirements, which Defendant Bass argued it did not.
2. Material Irregularities in the Foreclosure Process:
   - *Spencer v. Jameson* emphasizes that strict compliance with non-judicial foreclosure statutes is required, and any material irregularity can serve as grounds for setting aside the sale.

- Defendant Bass has presented evidence of multiple irregularities in the foreclosure process, including the involvement of the bidder in rigging the auction, and procedural defects in the trustee's handling of the sale. These irregularities are sufficient to invalidate the sale under Spencer.

3. Trustee's Duty to Comply with Statutory Requirements:
   - The trustee's duty to strictly adhere to the statutory requirements of *Idaho Code § 45-1506* is a central theme in *Spencer v. Jameson*.
   - In this case, Defendant Bass asserted that the trustee failed to comply with these requirements, and as a result, the foreclosure sale is void. Under *Spencer v. Jameson*, the sale must be set aside due to these material deviations from the statutory procedures.

Legal Principles Highlighted:

- Strict Compliance with Statutory Requirements:
  - Idaho law requires strict compliance with the procedures outlined in the non-judicial foreclosure statutes. Any material irregularities—such as collusion, inadequate notice, or procedural defects—are grounds to set aside a sale.
  - In Defendant Bass' case, the numerous irregularities in the foreclosure process render the sale void and justify setting it aside.
- No Requirement to Demonstrate Harm:
  - The Idaho Supreme Court in *Spencer v. Jameson* made it clear that grantors do not need to show that they suffered actual harm in order to challenge a defective foreclosure sale.
  - Defendant Bass' challenge to the foreclosure sale does not require him to demonstrate harm; the material irregularities alone are sufficient to invalidate the sale.

Conclusion:

Spencer v. Jameson is directly applicable to Defendant Bass' case and supports the argument that the foreclosure sale must be set aside due to the procedural and substantive irregularities in the process. The Idaho Supreme Court's decision in *Spencer v. Jameson* makes clear that the existence of material irregularities is sufficient to justify setting aside a foreclosure sale, and Plaintiffs cannot demand that Defendant Bass prove harm in order to challenge the sale. The foreclosure process in this case was marred by significant irregularities, and under *Spencer v. Jameson*, the sale is void.

III. CONCLUSION

For the reasons set forth in the supplemental case law discussed above, Defendant Bass respectfully submits that Plaintiffs' Motion for Summary Judgment should have been denied. Procedural and substantive defects, including the lack of a valid default, collusion between the bidder and the trustee, and violations of statutory requirements, marred the foreclosure sale in question. These defects render the sale void under Idaho law, and Plaintiffs cannot claim to be good faith purchasers entitled to possession of the property.

The cases of *Breckenridge Prop. Fund 2016, LLC ,Baker v. Nationstar Mortg., LLC, Idaho Power Co. v. Benj. Houseman Co., Taylor v. Just, and Spencer v. Jameson* all support Defendant Bass' position that the foreclosure sale was void and that Plaintiffs did not acquire valid title to the property with no new arguments added. Accordingly, the Court should set aside the foreclosure sale and deny Plaintiffs' Motion for Summary Judgment.

Dated this _6th_ day of November 2024.
Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se

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Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this *MEMORANDUM IN SUPPORT OF RECONSIDERATION* to Plaintiffs and Co-Defendant's console on November 6th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✔] Postal: Lewis N. Stoddard, Bar No. 7766 [ ] Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org [✔] Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se

____

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 6th day of November, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

____

Notary Public for Idaho

Residing at ______________________________

Commission Expires: ______________________