

William L. Bishop, Jr. ISBA #7242  
Michael J. Newell ISBA #1953  
IDEA Law Group, LLC  
4530 S. Eastern Ave., Ste. 10  
Las Vegas, NV 89119  
Telephone: 877-353-2146, ext. 1017  
[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)  
[mnewell@idealawgroupllc.com](mailto:mnewell@idealawgroupllc.com)

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

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL NEWELL, ESQ AT IDEA LAW  
GROUP, LLC, CARRINGTON MORTGAGE  
SERVICES, LLC, AND BANK OF AMERICA,  
N.A.,

Defendants.

Case No. CV35221875

MEMORANDUM IN SUPPORT OF  
MOTION TO DISMISS

COMES NOW, Michael J. Newell of IDEA Law Group, LLC, and in support of the  
Motion to Dismiss provides the following Memorandum of Law.

ISSUES

- 1) Complaint is not verified as required in Restraining Orders or if there are any affidavits filed by Plaintiff.
- 2) Indispensable Parties are not included in Complaint.
- 3) Statute of Limitation for fraud (forgery) and Breach of Contract bars said Complaint.
- 4) Service has not been made on other named Defendants.
- 5) Summons issued by the Court is erroneous and incomplete.
- 6) No hearing was set concerning request of temporary restraining order and served on Defendants.
- 7) No bond was issued by the Court.

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

## ARGUMENT COMPLAINT NOT VERIFIED

Complaint was not verified by Plaintiff. No request for a temporary restraining order can be made without affidavit or verification of facts in the complaint. None have been filed. Idaho Rules of Civil Procedure 65 (b) states:

(A) Specific facts in an affidavit or verified complaint clearly shows that immediate.....

(B) The movant certifies in writing any efforts made to give notice and reasons why it should not be required.

The reasons for this verification are to safeguard representations being made by moving party that are not true and, if not under oath, being asserted on conjecture or guess or opinion. Complaint for the temporary restraining order must be stricken from the complaint. If not verified under oath, the Plaintiff is not subject to contempt or perjury if it is later determined the facts are untrue.

## ARGUMENT OF INDISPENSABLE PARTIES

Plaintiff's complaint alleges forgery punishable under Idaho Code 18-3601. The title company, closing agent, and notary are indispensable parties to such claims and must be a party to an action alleging such facts. There are no allegations in the complaint that the Defendants knew of such forgery at the time of the commission of the crime or knew that the claim existed at the time of closing. Without the indispensable parties to the forgery, this action cannot be maintained and must be dismissed.

## ARGUMENT OF STATUTE OF LIMITATION

Complaint states that Plaintiff's signature was a forgery. Plaintiff made payments on a contract that he says was not signed by him. The cause of action arose at the time of signing which was in 2009 (see affidavit of Michael Newell) which is the deed of trust with his signature and which is notarized. Statute of limitation commenced in 2009 and bars this cause of action.

Complaint states that Defendants breached the contract. Deed of Trust commenced on 2009, and Plaintiff voluntarily made payments on the contract through December 24, 2020 (see affidavit of Michael Newell). No amendments to the contract were made between the parties

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

(see affidavit of Michael Newell). The cause of action commenced on 2009 as to the date the contract was signed. Statute of limitation commenced on the allegations contained in the complaint in 2009 and Plaintiff's action is barred.

#### ARGUMENT THAT SERVICE WAS NOT MADE ON OTHER NAMED DEFENDANTS

The Plaintiff's cause of actions are against the named defendants as to forgery and breach of contract and that a temporary restraining order should be issued against the named defendants Carrington Mortgage Services, LLC, who is the servicer of the deed of trust which is in question, and Bank of America, who is the beneficiary of the deed of trust being foreclosed by the trustee, Michael Newell. There has been no service on the other named defendants and a temporary restraining order cannot be issued without those parties being served and given notice of this action by proper summons which has been issued by the Clerk of Court. No action by the Court can made without those necessary parties have been properly served.

#### ARGUMENT OF IMPROPER SUMMONS

It is apparent in review of the Summons issued by the Clerk of Court that the summons is improper as to the requirements of Idaho Rules of Civil Procedure.

First, the summons served upon IDEA Law Group, LLC is not directed to the Defendant Michael Newell or to IDEA Law Group, LLC and names only Bank of America as Defendant. Under Idaho Rule of Civil Procedure 4 (a)(1) (G):

(a) Contents. A summons must:

(G) be directed to the defendant

The summons attached to complaint served on IDEA Law Group, LLC is directed to Bank of America not IDEA Law Group, LLC and certainly not against named defendant Michael Newell (see affidavit of Michael Newell). Said summons should be stricken by the Court and have no effect on said Defendant.

Second, Summons was not in the form as provided in Rule 4 (3) (B) ---summons issued should be stricken and have no effect on the named Defendant.

#### MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

Third, summons issued was not pursuant to IRCP §(b) (1) which states:

A summons or copy of the summons that is addressed to multi defendants must be issued for each defendant to be served.

Fourth, under IRCP 4 (d) (1) (A) states:

(A) Delivering a copy of the summons and the complaint to the individual personally.  
Michael J Newell is being sued individually as a named defendant and service was not proper

#### ARGUMENT AS TO NO HEARING ON TRO OR BOND

The complaint of the Plaintiff is for a temporary restraining order, declaratory relief, and damages. No temporary restraining order can be issued in this case without hearing, and no temporary restraining order can be issued without a bond being posted after a hearing on the amount of bond. Sale of the subject property has been continued to January 27, 2023. No TRO has been issued or bond posted to stay said sale.

#### SUMMATION

The summons issued is erroneous and improper and should be stricken. An order should be issued from the Court that service on the defendant Michael Newell has not been obtained by the Plaintiff. The court cannot proceed for a temporary restraining order against the sale of the property as no service on defendants, necessary parties are not in complaint, and the cause of action is barred by the statute of limitations. Plaintiff was aware that a new deed of trust and promissory note were a matter of record on the subject property and made payments on the obligation for years. The complaint is not verified to obtain a temporary restraining order. No hearing was be set by the Plaintiff to obtain such order, and service is improper with the summons issued to have said hearing. The causes of action must be dismissed or stricken from the complaint as improper.

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

Dated this 17 day of January 2023.

Michael Newell  
Michael J Newell

CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this MEMORANDUM IN SUPPORT OF MOTION TO DISMISS to the Plaintiff on January 17, 2023, at the following email address and postal address:

Email: quantum.j.l.bass@rawdeal.io

Postal Jeremy L. Bass  
1515 21<sup>st</sup> Ave  
Lewiston Idaho 83501

Michael Newell  
Michael J Newell

MEMORANDUM IN SUPPORT OF MOTION TO DISMISS