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FILED

2024 OCT 21 P 4:41

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

DIANE ASH

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
DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION D

DEMAND FOR JURY

9
10 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the Plaintiffs' Reply Memorandum in
12 Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass, (hereinafter
13 "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
14 the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
15 arguments set forth herein.

16 I. INTRODUCTION

17 The Defendant submits this response to address the allegations made by Plaintiffs in Section
18 D of the Plaintiff's Memorandum, entitled "Defendant's Challenges to the Notice to Vacate are
19 Meritless," received just yesterday. Plaintiffs assert that Defendant Bass's challenge to the Notice
20 to Vacate is without merit, claiming that he has not provided a copy of the purported insufficient
21 notices. However, the burden of proving that a proper and complete eviction notice was duly

1 served rests on the Plaintiffs, and their failure to provide any evidence supporting this claim
2 undermines their argument.

3 II. PLAINTIFFS BEAR THE BURDEN OF PROVING PROPER NOTICE

4 A. Plaintiffs' Failure to Provide Evidence of Proper Notice

5 In eviction cases, the party asserting proper service of an eviction notice is required to
6 provide evidence. Plaintiffs have failed to produce any documentation, such as certified
7 mail receipts or sheriff's office records, to substantiate their claim that a valid and
8 complete eviction notice was served. Without such evidence, their assertion that
9 Defendant Bass's challenge is meritless is unsupported by the necessary proof.

10 B. Attendance at Trustee's Sale Does Not Satisfy the Requirement of Proper Notice

11 Plaintiffs argue that Defendant Bass's presence at the Trustee's Sale implies that he had
12 knowledge of the property's sale and therefore received proper notice to vacate.
13 However, this argument is legally insufficient. Attendance at the sale does not substitute
14 for the formal legal requirement to serve a proper and complete notice to vacate under
15 Idaho law. Defendant's knowledge of the sale does not negate Plaintiffs' obligation to
16 follow the proper legal procedures.

17 III. INSUFFICIENT NOTICE AND PLAINTIFFS' FAILURE TO MEET LEGAL REQUIREMENTS

18 A. Deficient Notices and Lack of Documentation

19 Defendant Bass maintains that the notices served by Plaintiffs were incomplete and
20 referenced attachments, such as the deed, which were never provided. As such, these
21 notices are legally defective under Idaho law. Plaintiffs must present verifiable proof that
22 they served a proper and complete notice to vacate, which they have failed to do.

23 B. Service of the Complaint Does Not Fulfill Notice Requirements

24 Plaintiffs also attempt to argue that the service of the Complaint, which includes an

1 eviction notice, satisfies their legal obligation. However, Idaho law mandates that a
2 separate and complete notice to vacate must be served independently of the Complaint.
3 Plaintiffs have not provided sufficient evidence to show that they complied with these
4 statutory requirements.

5 **C. Legal Argument Regarding Notice To Vacate**

6 Under Idaho law, the requirements for terminating a tenancy or other estate at will are
7 set forth in Idaho Code § 55-208. The statute requires that the landlord provide written
8 notice to the tenant, specifying a vacate date that is no less than one month from the
9 date of the notice. Similarly, a tenant may terminate the tenancy by providing the
10 landlord with written notice that also specifies a vacate date not less than one month
11 from the date of the notice.

12
13 In the present case, the Plaintiffs have failed to produce adequate evidence that a valid
14 notice to quit or vacate was served upon the Defendant, as required by Idaho Code § 55-
15 208. Without proper documentation showing that a written notice was served in
16 accordance with the statute, the Plaintiffs' claim that Defendant was provided proper
17 notice is unsupported. Furthermore, Idaho law makes clear that proper notice is an
18 essential requirement for termination of tenancy and cannot be substituted by
19 attendance at a Trustee's Sale or by any other informal means of communication. The
20 Plaintiffs must demonstrate that they provided written notice that conforms to the
21 statutory requirements.
22

1 Therefore, Defendant contends that the Plaintiffs' failure to meet the legal standards
2 outlined in Idaho Code § 55-208 undermines their argument and calls into question the
3 validity of their notice to vacate.

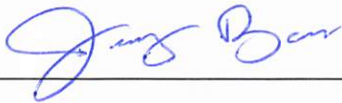
4 IV. CONCLUSION

5 For the foregoing reasons, Defendant Bass respectfully requests that the Court:

- 6 1. Dismiss Plaintiffs' arguments regarding the validity of the notice to vacate;
7 2. Require Plaintiffs to provide proof of proper and complete service of a lawful eviction
8 notice as mandated by Idaho law; and
9 3. Deny Plaintiffs' Motion for Summary Judgment based on their failure to meet the legal
10 requirements for serving a valid eviction notice.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

11 CERTIFICATE OF MAILING
12

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 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

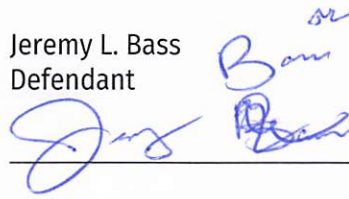
Ken Nagy

Idaho Legal Aid Services, Inc.

Email: kennagy@idaholegalaid.org

Counsel for Dwayne Pike

Jeremy L. Bass
Defendant



Signature

1

ACKNOWLEDGMENT
STATE OF IDAHO)

: SS.
County of NEZ PERCE COUNTY)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 21 day of October, 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 Leaverton

Commission Expires:

1/28/2025