

Jeremy L. Bass, Perforce Pro Se  
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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 -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and  
Unknown Parties in Possession of the real  
property commonly known as 1515 21<sup>st</sup> Avenue,  
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT OF  
MOTION TO WAIVE SUPERSEDEAS BOND**

**ORAL ARGUMENT REQUESTED**

FILED

2025 JUN -2 P 5:01

CLERK OF THE DISTRICT COURT  
DIANE ASH

**I. INTRODUCTION**

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, submits this *Memorandum in Support of his Motion to Waive Supersedeas Bond*. The Court's judgment of December 16<sup>th</sup>, 2024, has been appealed, and Defendant seeks relief from the financial burden of a bond to ensure meaningful access to appellate review. The Defendant respectfully requests that the Court waive the bond requirement pursuant to *Idaho Appellate Rule 13(b)*.

**II. LEGAL STANDARD**

Under *Idaho Appellate Rule 13(b)*, courts may waive or reduce the requirement for a supersedeas bond when it is equitable to do so. The bond's purpose is to protect the prevailing party from harm caused by the delay in enforcement but should not create an insurmountable barrier to justice for the appellant. Courts consider:

1. The financial circumstances of the appellant;

2. The degree of risk to the prevailing party;
3. The equities of the case; and
4. The public interest.

### **III. ARGUMENT**

#### **1. Minimal Financial Risk to Plaintiffs**

Plaintiffs face little to no financial risk due to Defendant's ongoing contributions to property upkeep and the nature of their investment:

- a. **Bid Recovery:** Plaintiffs purchased the property at a trustee's sale for \$165,346.71. If the foreclosure sale is voided, they can recover their bid amount through the trustee or foreclosure fund.
- b. **Property Value:** The property is assessed at \$306,545, and Defendant's diligent maintenance ensures it remains in good condition.
- c. **Temporary Delay:** The appeal will impose only a temporary delay in Plaintiffs' possession, during which their interests are protected.

#### **2. Significant Financial Hardship for Defendant**

Requiring a bond would impose an unjust financial burden on Defendant, who has acted in good faith to maintain the property and protect tenant rights:

- a. **Monthly Expenses:** Defendant covers approximately \$600 per month in property-related costs, including taxes, insurance, utilities, and tenant accommodations.
- b. **Rental Income Loss:** Defendant receives only \$200 of the \$700 monthly rent, further straining his financial resources.
- c. **Equity Risk:** The property represents over \$400,000 in equity for Defendant, and requiring a bond would exacerbate financial hardship and threaten Defendant's ability to pursue appellate relief.

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- a. Access to Justice: Imposing a bond would create a financial barrier, effectively denying Defendant the right to appeal and undermining the principles of fairness and equity.
- b. Unjust Enrichment: Plaintiffs would benefit unfairly from Defendant's financial contributions to maintaining the property, including ensuring tenant rights and property preservation, if enforcement proceeds without appellate review.
- c. Good Faith: Defendant has demonstrated good faith by preserving the property's value and meeting obligations that directly benefit Plaintiffs.

Granting the waiver serves the public interest by:

- #### IV. CONCLUSION

Dated this 2<sup>nd</sup> day of January 2025.

Respectfully submitted,  
Jeremy L. Bass  
Defendant-Appellant / Perforce Pro Se



Jeremy L. Bass  
Defendant-Appellant / Perforce Pro Se

Signature

=====

#### **CERTIFICATE OF MAILING**

I certify that I have sent by email and first-class mail this **MEMORANDUM IN SUPPORT OF MOTION TO WAIVE SUPERSEDEAS BOND** to Plaintiffs and Co-Defendant's counsel on January 2<sup>nd</sup>, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766

Email: lewis@hwmlawfirm.com

[✓]

Postal: Halliday, Watkins & Mann, P.C.  
376 E 400 S, STE 300  
Salt Lake City, UT 84111-2906

[ ]

Ken Nagy - Idaho Legal Aid Services, Inc.

Counsel for Dwayne Pike

Email: kennagy@idaholegalaid.org

[✓]



Jeremy L. Bass  
Defendant-Appellant / Perforce Pro Se

Signature

=====

#### **CERTIFICATION AFFIDAVIT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE )

Jeremy L. Bass, being sworn, deposes and says:

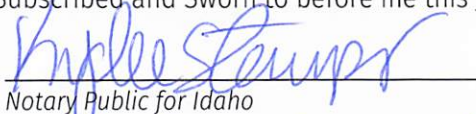
That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.



Jeremy L. Bass  
Defendant-Appellant / Perforce Pro Se

Signature

Subscribed and Sworn to before me this 2<sup>nd</sup>, day of January, 2025.

  
Notary Public for Idaho

Residing at Lewiston, Id

Commission Expires: 11/21/29

KYLEE STAMPER  
Commission #20234757  
Notary Public  
State of Idaho

=====

**ACKNOWLEDGMENT**

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

On the 2<sup>nd</sup> day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. 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.

Kylee Stamper  
Notary Public for Idaho

Residing at Lewiston, Id Commission Expires: 11/21/29

