

1 *Jeremy L. Bass, Pro Se*  
2 *1515 2<sup>nd</sup> Ave*  
3 *Lewiston, ID 83501-3926*  
4 *Ph: 208-549-9584*  
5 *Quantum.J.L.Bass@RAWdeal.io*

6  
7 **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**  
8 **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018  
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063

**RESPONSE TO SUMMONS AND COMPLAINT**

**DEMAND FOR JURY**

9  
10 I, *Jeremy Bass*, the Defendant in this case, hereby respond to the Plaintiff's Complaint for Eviction  
11 as follows:

12 **I.**

13 **Response:** Defendant denies the allegations in Paragraph I of the Complaint. Defendant asserts  
14 that the foreclosure sale was conducted unlawfully, as detailed below, and therefore, Plaintiff's  
15 claim to ownership is invalid. Furthermore, Defendant disputes that Plaintiff is the rightful owner  
16 of the property located at 1515 21st Ave., Lewiston, ID 83501.

17 **II.**

18 **Response:** Defendant admits that the property is located in Nez Perce County, Idaho, but denies  
19 that Plaintiff is authorized to bring this lawsuit or is the rightful owner of the property due to the  
20 fraudulent and unlawful nature of the foreclosure sale and related proceedings.

21 **III.**

1 **Response:** Defendant admits to residing in Nez Perce County, Idaho, and occupying the property  
2 in question. Defendant denies refusing to surrender possession of the property and asserts that  
3 the eviction proceedings are invalid due to the issues raised in this Answer.

4 IV.

5 **Response:** Defendant denies the allegations in Paragraph IV of the Complaint. The foreclosure  
6 and Trustee's Sale were conducted based on a fraudulent instrument, which a forensic analysis  
7 has shown does not bear the Defendant's signature. Moreover, the Plaintiff's actions violated  
8 Idaho Code § 45-1506, and the Trustee's Deed is therefore void. The purported default under the  
9 Note and Deed of Trust is contested, and Defendant asserts that the sale was conducted  
10 improperly and unlawfully.

11 V.

12 **Response:** Defendant denies that Plaintiff was entitled to possession of the property following  
13 the sale. The sale and subsequent issuance of the Trustee's Deed were based on fraudulent and  
14 unlawful actions, as outlined in this Answer, rendering Plaintiff's claim to possession invalid.

15 VI.

16 **Response:** Defendant acknowledges receiving a Notice to Vacate and that Mr. Dwayne Pike, a  
17 tenant of the property, indicated he was occupying the property under a month-to-month lease  
18 agreement. Defendant denies that Plaintiff had the right to issue this notice or enforce eviction,  
19 as the foreclosure and sale were conducted improperly. Furthermore, Defendant asserts that the  
20 lease agreement was valid and that Mr. Pike's continued occupancy was lawful under the  
21 circumstances.

22 VII.

23 **Response:** Defendant denies that Plaintiff is entitled to attorney's fees or any other relief sought  
24 in this action. The Plaintiff's retention of the law firm and pursuit of this eviction is based on

1 unlawful and fraudulent premises, including the improper foreclosure and Trustee's Sale.  
2 Defendant asserts that Plaintiff's claims are without merit and should be dismissed with  
3 prejudice.  
4

5 **Affirmative Defenses:**

6 1. Auction Fixing and Fraud (Violation of Sherman Antitrust Act, 15 U.S.C. §§ 1-2): The  
7 foreclosure auction was manipulated, violating federal antitrust laws. This manipulation  
8 invalidates the sale and any claims arising from it.

9 2. Breach of Contract (Idaho Code § 28-2-209): The auction violated a binding agreement in  
10 place to secure the house. The mortgage servicing company, Carrington Mortgage,  
11 breached this agreement, rendering the auction and subsequent actions invalid.

12 3. Transfer of Ownership Actions: Actions taken, including Defendant paying property taxes  
13 and insurance, demonstrate that a transfer of ownership had begun pending the  
14 completion of probate for Defendant's mother's passing. This undermines the Plaintiff's  
15 claim to the property.

16 4. Foreclosure on a Fraudulent Instrument (Idaho Code § 18-2601): The foreclosure was based  
17 on a fraudulent instrument, as a forensic analysis has shown that the signature does not  
18 match Defendant's signature. This invalidates the foreclosure and the Trustee's Deed.

19 5. Conflict of Interest (Idaho Rules of Professional Conduct 1.7): The trustee, Idea Law, had a  
20 conflict of interest due to its connection with Carrington Mortgage, further invalidating  
21 the actions taken.

22 6. Mismanagement of Forbearance (Idaho Code § 18-3106): Carrington Mortgage mismanaged  
23 the COVID forbearance, extending it improperly and creating an inflated balance. This

1           mismanagement led to an attempt to force a loan modification under fraudulent  
2           circumstances.

3           7. Presentation of an Unrecorded Instrument (Idaho Code § 55-809): The instrument acted  
4           upon by the Plaintiff was unrecorded and invalid, further demonstrating their lack of  
5           legal standing.

6           8. Clouded Title (Idaho Code § 6-401, Quiet Title Action): The title to the property is clouded  
7           due to the unlawful foreclosure and sale, invalidating the Plaintiff's claims in this  
8           eviction action.

9           9. Ongoing Investigations: There are ongoing investigations with the Lewiston Police  
10          Department (LPD), the U.S. Securities and Exchange Commission (SEC), and the Office of  
11          the Inspector General for the Department of Homeland Security (DHS) concerning the  
12          fraudulent actions related to this case.

13  
14       WHEREFORE, Defendant respectfully requests that this court:

- 15           1. Dismiss Plaintiff's Complaint for Eviction with prejudice;  
16           2. Deny Plaintiff's request for attorney's fees and costs;  
17           3. Grant Defendant any other relief that the court deems just and proper.

18  
19       **Reservation of Rights to Amend, Raise Additional Defenses, and Pursue Counterclaims**

20           Given the complexity of the issues involved and the Defendant's inability to secure legal  
21          representation due to widespread conflicts of interest and the specialized nature of this case,  
22          the Defendant, Jeremy L. Bass, expressly reserves the following rights:  
23

1     **1. Right to Amend and Raise Additional Defenses:** The Defendant reserves the right to amend  
2     this response and to raise additional affirmative defenses as further evidence, legal  
3     theories, or circumstances may arise. This reservation includes, but is not limited to, the  
4     right to assert defenses related to any procedural deficiencies, fraud, conflicts of interest,  
5     or any other legal or equitable grounds that may become apparent through ongoing  
6     investigation or discovery. The failure to assert any specific defenses or claims in this  
7     initial response shall not be construed as a waiver of the right to raise such defenses or  
8     claims at a later time.

9  
10    **2. Right to Pursue Counterclaims and Cross-Claims:** The Defendant reserves the right to file  
11    counterclaims, cross-claims, or third-party claims against any party, including but not  
12    limited to the Plaintiff, any associated entities, or any individuals involved in the  
13    foreclosure process or the subsequent legal proceedings. This reservation includes the  
14    right to seek damages, injunctive relief, or any other legal or equitable remedy available  
15    under the Idaho Rules of Civil Procedure or applicable federal law.

16  
17    **3. Right to Seek Sanctions and Attorney's Fees:** The Defendant reserves the right to seek  
18    sanctions, attorney's fees, and costs associated with defending against this action,  
19    especially if it is determined that the Plaintiff or any other party has engaged in frivolous,  
20    malicious, or bad-faith litigation practices.

21  
22    **4. Right to Supplement or Modify Legal Arguments:** The Defendant reserves the right to  
23    supplement, amend, or modify this response as justice may require, including the

addition of new legal arguments or defenses based on ongoing legal research, discovery, or evolving case law.

These reservations are made under the Idaho Rules of Civil Procedure and any applicable federal or state laws, ensuring that the Defendant's rights are fully protected throughout the course of this litigation.

The Defendant expressly reserves all rights and remedies that may be available now or in the future, and nothing in this reservation shall be construed as a waiver of any such rights or remedies known or unknown.

#### TABLE OF AUTHORITIES

##### STATUTES:

Idaho Code § 18-2601, EVIDENCE FALSIFIED OR CONCEALED AND WITNESSES	
INTIMIDATED OR BRIBED.....	4
Idaho Code § 18-3106, FALSE PRETENSES, CHEATS AND MISREPRESENTATIONS .....	4
Idaho Code § 28-2-209, FORM, FORMATION AND READJUSTMENT OF CONTRACT .....	3
Idaho Code § 45-1506, Manner of foreclosure .....	2
Idaho Code § 55-809, RECORDING TRANSFERS.....	4
Idaho Code § 6-401, Quiet Title Action .....	5

##### US CODE:

15 U.S.C. §§ 1-2, Sherman Antitrust Act, 15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty.....	3
---	---

##### RULES:

Idaho Rules of Professional Conduct 1.7, CONFLICT OF INTEREST .....	4
---	---

Dated this 13 day of August 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se

\_\_\_\_\_  
Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this RESPONSE TO SUMMONS AND COMPLAINT to Plaintiffs on August 13th, 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	
---	--

Jeremy L. Bass  
Defendant

---

Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_13\_ day of \_\_August\_\_, 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: \_\_\_\_\_