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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO DEFENDANT’S JEREMY BASS’S MOTION FOR STAY AND MOTION TO WAIVE BOND</p> <p>Case No.: CV35-24-1063</p>
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COMES NOW Plaintiffs by and through their counsel of record and do hereby submit the following brief Supplemental Memorandum in Opposition to Defendant Jeremy L. Bass’s Motion for Stay and to Waive Bond. Plaintiffs would incorporate their previously filed Memorandum in Opposition to Defendant’s Motion for Stay, filed on November 27, 2024 and Declaration of Counsel in Support of Plaintiffs’ Opposition to Request for Stay filed on November 27, 2024 as if fully set forth herein.

As set forth in Plaintiff’s previous opposition as well as herein, Defendant’s Request for Stay and Request to Waive Bond should be denied outright because beyond conclusory argument and mere speculation, Defendant presented the Court with no admissible evidence, nor Idaho law, which refuted the Trustee’s Deed to Plaintiffs, the statutory consequences of the same, and

ultimately Plaintiffs' ownership of the real property. Moreover, Defendant Bass continues to occupy the real property commonly known as 1515 21st Ave., Lewiston, ID 83501, notwithstanding Plaintiffs' purchase at a non-judicial Trustee's Sale held on February 29, 2024. In the year since the sale, Defendant has refused to vacate the Property, and has, through various motions, and now appeal, sought to contest his removal at every turn. Defendant's maneuvering is to his own financial benefit, having already bought himself nearly a year of continued occupation of the Property without any mortgage payment or rent payment, and if his request for stay and waiver of bond is granted, likely another year of continued occupation free of charge.

The crux of Defendant Bass's new request for stay and to waive any form of bond is predicated on the assertion that because there is "equity" in the property and because he is paying for his own living expenses, a portion of which he admits to supplementing through charging Dwayne Pike rent to occupy the Property he no longer owns, that Plaintiffs suffer no harm or are unjustly enriched by "Defendant's financial contributions to maintaining the property, including ensuring tenant rights and property preservation..." (*See Memorandum in Support of Motion to Waive Supersedeas Bond*, pg. 3.) Defendant's arguments are misplaced.

For starters, Idaho law clearly provides that there is no unjust enrichment if the purported benefits are created incidentally by Defendant pursuing his own financial advantage. *Hettinga v. Sybrandy*, 126 Idaho 467, 471 (Idaho 1994). With the foregoing in mind, Defendant's motions fail to acknowledge and/or appreciate is that nearly all of the purported expenses outlined are arguably everyday costs of living that Defendant would incur in any living situation, with the added benefit to Defendant that while he continues to litigate and appeal, he saves himself the costs of having to pay rent, or a mortgage payment of any form. Stated differently, any benefits to Plaintiff through Defendant's continued occupation of the property are merely incidental to Defendant pursuing his

own financial advantage. Couple Defendant's continued occupation of the Property free of charge with his continued demand and collection of rent from Mr. Pike, to Mr. Pike's detriment, and Mr. Bass benefits significantly the longer that this matter remains contested.

Lastly, the financial detriment cannot be overstated enough where Plaintiffs have expended over \$150,000.00 to purchase the Property nearly a year ago, only to be denied possession through Mr. Bass's legal maneuvering which has caused Plaintiffs' to incur thousands of dollars in legal fees and costs, and thousands more as Mr. Bass's appeal is addressed. Additionally, as the owners of the Property, it is Plaintiffs who are responsible for payment of local property taxes and assessments, and to keep property insurance on the Property, not Mr. Bass.

Ultimately, the Court has found no merit to any of Defendant Bass's conclusory arguments and issued Judgment entitling Plaintiffs to possession of the real property. While Defendant Bass certainly has his right to appeal the District Court's decision, his request for a stay of the Judgment and for the court to waive any type of bond as a condition of stay is a completely self-serving request that should be denied outright. Should the stay request not be denied outright, the Court should exercise its discretion by conditioning any stay upon the posting of a bond in an amount sufficient to protect Plaintiffs. Such bond amount should include Plaintiff's purchase price which they paid to buy the Property, attorney fees incurred, and reasonable rent for the property during the pendency of the appeal.

DATED January 14, 2025.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this January 14, 2025, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard