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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
FOR THE 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

OPPOSITION TO DEFENDANT'S
MOTION TO DISMISS ON
STATUTE OF LIMITATIONS GROUNDS

COMES NOW, the Plaintiff, Jeremy L. Bass, and respectfully oppose Defendant's Motion to Dismiss and Strike Summons and Complaint, filed by Defendant, Michael J. Newell, IDEA LAW GROUP LLC, on the grounds that the statute of limitations bars the complaint for fraud and breach of contract as the claims originated in 2009.

The Plaintiff asserts that the statute of limitations has not yet begun to run on their claims for fraud and breach of contract because the Plaintiff only recently discovered the fraud, which is a key element of the cause of action. The Plaintiff was unaware of the fraud until recently and the bank's concealment of the fraud and attempts to do actions that when checked with the title company, purported to the Plaintiff as being odd in happening. This tipped the Plaintiff off and helping the Plaintiff discover what appeared to be fraud spurring council being sought. It was not until the termination of the approximately 26 months of forbearance and notice of trustee sale came up that efforts where switched from finding counsel into figuring out how to Pro Se causing the Plaintiff to rush into filing a complaint now under resourced and not yet fully clear on all the processes and nuances.

The Plaintiff cites to the case law which states that the statute of limitations does not begin to run until the plaintiff knew or should have known of the fraud, and that the discovery rule applies to fraud claims. Furthermore, the Plaintiff cites Idaho Code 5-222 which states that "In an action brought to recover a balance due upon a mutual, open and current account, where there have been reciprocal demands between the parties, the cause of action is deemed to have accrued from the time of the last item proved in the account on either side." This supports the Plaintiff's argument that the cause of action for the Plaintiff

to recover overpayments has not yet accrued as the bank is still attempting to collect on the account as shown in **EXHIBIT C**.

In addition, the Plaintiff asserts that it would be unreasonable and uncommon for a borrower to randomly ask their title company if they had abnormal issues crop up with their title/deed, and that the Plaintiff only discovered the fraud after the servicers tried to trick the Plaintiff into signing a new backdated to 2012 contract in late 2019, shown in **EXHIBIT A**. About that time is when a Carrington employee suggested the Plaintiff seek the title company for clarification, leading the Plaintiff to this point.

The Plaintiff also cites to any persistent that can be cited like, Persistence of the Fraudulent Concealment Doctrine, which states that when a defendant fraudulently conceals a cause of action, the statute of limitations does not begin to run until the plaintiff discovers or should have discovered the fraud, regardless of when the fraud occurred.

Thus, the Plaintiff respectfully requests that this Court deny Defendant's Motion to Dismiss and Strike Summons and Complaint and allow the Plaintiff to proceed with their claims.

Dated this 25 day of January 2023.

Respectfully submitted,

Jeremy L. Bass
Plaintiff

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT to the Defendant on January 25, 2023, at the following email address and postal address:

Email: mnewell@idealawgroupllc.com
Postal: Michael J. Newell ISBA #1953
IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119

Jeremy L. Bass
Plaintiff

Signature