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6

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

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL J. NEWELL, c/o IDEA Law
Group, LLC, ESQ,
CARRINGTON MORTGAGE SERVICES,
LLC,
BANK OF AMERICA, N.A.,
RECONTRUST COMPANY, N.A.

Defendants.

Case No. CV35221875

**Petition to Modify
or Amend an Order**

DEMAND FOR JURY

9

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U.S. Bank Nat. Ass'n v. Ibanez, 458 Mass. 637 (2011)	

RULES:

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Statutes:

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Idaho Code § 5-219 (statute of limitations for fraud)	
Idaho Code § 5-224 (statute of limitations for contract actions)	
Idaho Code § 6-801 et seq. (Idaho Trust and Estate Dispute Resolution Act)	
Idaho Code § 28-45-109 (Idaho Consumer Protection Act)	

Idaho Code § 45-1502 (TRUSTEE'S CHARGE)
15 U.S.C. § 1601 et seq. (Truth in Lending Act)

Regulations:

12 C.F.R. § 1026 (Regulation Z - Truth in Lending)

Secondary Sources:

Restatement (Third) of Property (Mortgages) (American Law
Institute)
Restatement (Third) of Restitution and Unjust Enrichment
(American Law Institute)
Restatement (Second) of Contracts (American Law Institute)
Mortgage Law and Practice, 4th Ed. (Idaho State Bar)
Idaho Law of Damages, 3rd Ed. (Idaho State Bar)

TABLE OF EXHIBITS

H - Affidavit of Mailing	inst 905449
I - Affidavit of Mailing	inst 905033
J - Affidavit of Publication	inst 904190
K - Affidavit of Service	inst 904189
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PREAMBLE

COMES NOW the Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves this Court to allow Mr. Bass to amend its pleading as a matter of course for the proceedings over the property located at *1515 21ST AVE. LEWISTON ID 83501-3926* (hereinafter "THE PROPERTY" or "HOUSE" fully described in further reading). As grounds for this request, Mr. Bass respectfully asks the Court to review the following arguments and legal authorities in support of Mr. Bass's request. Mr. Bass would humbly admit a miss understanding that the need was to submit the corrected complaint along with the request to allow the corrected complaint, but also note that it is not the intent to make a mockery of the court's time and great effort has been made in trying to meet any short fall of accuracy. Lack of access to litigation services due to rampant conflicts of interest with every firm so far contacted that has a practicing lawyer under real estate or contract law, without even getting to give details, is a stifling handicap when dealing with such a complicated matter. Every effort to bring current the docket in it's entirety per THIS CODE. Details of everything would be shown at time of trail or as soon as needed if not yet in this pleading.

I. PLAINTIFF

1 1.1 Mr. Bass. is the individual the owns and operates THE
2 PROPERTY

3 1.2 By reference include Mr. Bass' description from the expert
4 witness report
5

6 **II. DEFENDANTS**

7 2.1 Defendant BANK OF AMERICA, N.A, (hereinafter "BOA" or
8 Defendants) is a for-profit business entity permitted by the
9 U.S. Office of the Comptroller of the Currency as a
10 nondepository, uninsured, limited-purpose national trust bank.

11 2.1.a BOA was a California corporation and was a wholly-
12 owned subsidiary of Bank of America, N.A, (BOA).
13

14 2.2 Defendant RECONTRUST COMP ANY, N.A, (hereinafter
15 "ReconTrust", "RT" or Defendants) is a for-profit business
16 entity permitted by the U.S. Office of the Comptroller of the
17 Currency as a nondepository, uninsured, limited-purpose national
18 trust bank.

19 2.2.a RT was a California corporation and was a wholly-
20 owned subsidiary of Bank of America, N.A, (BOA).

21 2.2.b RT foreclosed loans serviced by BoA and its wholly-
22 owned subsidiary, BAC Home Loans Servicing, L.P.

1 2.2.c ReconTrust claims CT Corporation, 1801 West Bay Drive
2 NW, Suite 206, Olympia, WA 98502 as its sole registered
3 agent for service of process.

4 2.2.d ReconTrust is acting as a foreclosure trustee in the
5 State of Idaho.

6 2.2.e Foreclosure trustees are responsible for conducting
7 nonjudicial foreclosures, called trustee's sales, in
8 accordance with Idaho Code § 45-1505, and the terms of the
9 mortgage transaction documents.

10 2.2.f "Trustee" means a person to whom title to real
11 property is conveyed by trust deed, or his successor in
12 interest for the limited purpose of the power of sale.

13 Idaho Code § 45-1502

14 2.3 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ.
15 (hereinafter "Mr. Newell") is the individual from IDEA Law Group
16 who is acting as a trustee on behalf of Bank of America in
17 relation to the sale of the Property.

18 2.3.a On 2022-08-02 Mr. Newell was named trustee by the
19 undersigned Ami Bhavsar, the Foreclosure Services Manager
20 from Bank of America, N.A by Carrington Mortgage Services,
21 LLC as servicer and attorney-in-fact recorded with the Nez
22 Perce County Clerk/Auditor/Recorder office (COUNTY

1 RECORDER) as Instrument Number 902078 shown in Exhibit P
2 pg. 1.

3 2.3.b Mailing address 4100 E. Mississippi Avenue, Suite
4 420, Denver, CO 80246 is the most prominent used address
5 presented when a call for in reference to contact which is
6 shown in Exhibit N pg. 1,3,6,11, in Exhibit O pg. 1, in
7 Exhibit P pg. 1, and many others.

8 2.3.c It was said trustee to have all the powers, effective
9 forthwith.

10
11 2.4 Carrington Mortgage Services (hereinafter "Carrington") is a
12 servicing company for Bank of America.

13 14 **III. JURISDICTION AND VENUE**

15 3.1 This Court has jurisdiction over the subject matter of
16 this action and the parties pursuant to Idaho Code § 1-705
17 "In Idaho, the state district courts have original
18 jurisdiction over all cases and proceedings in law and in
19 equity. Idaho Code § 1-705; Idaho Const. art. V, § 20. "
20 Fletcher v. Fourth Judicial Dist. Court, No. 1:21-cv-00107-
21 BLW, at *9 (D. Idaho June 3, 2021)

1 3.2 Venue is proper in this Court because the Property at
2 issue is located in Nez Perce County, Idaho. Idaho Code § 5-
3 401
4

5 **IV. INTRODUCTION**

6 4.1 ReconTrust, owned by BoA originated the manipulation of
7 paperwork. Bank of America and its corporate group were
8 cited twenty-five times in 4 years for at an excess of \$47
9 billion dollars in settlement or judgments starting from the
10 creation of the loan for this property in 2008 shown in
11 Exhibit AA. By 2012 they admitted to all manner of frauds
12 that includes many elements of paperwork manipulation.

13 4.2 Additional actions are pending as of this date from Ambac
14 Financial Group which would drive the grand total well past
15 the current \$93.7 billion in punishments. Here I can show
16 the pattern of behavior includes a newly discovered part of
17 the cooked books its highlighted in Countrywide Home Loans,
18 Inc. v. Sheets, 160 Idaho 268 (Idaho 2016). There appears
19 that there may be many more cases that have the same pattern
20 of happenings. With the Countrywide v. Sheets, making it a
21 statistical oddity to have the same elements and line up
22 with the Plaintiff's elements which are of the same actions
23 they were caught doing. The assertion is that their behavior

1 was not limited to what has only been found so far, but that
2 there have been variants of the frauds already proven under
3 the whole of the Bank of America and its corporate group. As
4 such, more discoveries continue to be found and to which
5 additional amendments or corrections to the pleadings,
6 including additions or removals of parties that are or are
7 not indispensable, as well as any other matters relevant may
8 be filed after this filing.

9 **V. FACTUAL ALLEGATIONS**

10 5.1 The plaintiff is an expert in digital technologies and
11 graphic arts as listed in Exhibit AC, a cv of my 30 year
12 career with accolades while having access to what I did and
13 participating in service to community by being a Boy Scout
14 of America Scout/Cubmaster to being PTA president, with
15 notable clients/projects such as President Clinton's
16 foundation, the Clinton Health Foundation's Clinical
17 HIV/AIDS Research and Trail database application.

18 5.2 The plaintiff was the Lead Senior Full Stack DevSecOps
19 for Finance and Administration at Washington State
20 University, charged with writing software for public safety
21 and emergence management to payroll and so on. I had access
22 to the Spillman RMSs and carried out tasks like design and
23 implementation of e-commerce systems, including accounting

1 and financial software creations that covered over areas
2 like real estate to controllers to long term endowments.

3 5.3 It appears ReconTrust was wholly-owned by BoA.

4 5.4 It appears Carrington Mortgage is owned by BoA.

5 5.5 The defendant Mr. Newell in court room 2 in the Nez
6 Peirce county district two on DATE at approximately 11:30am,
7 attested to him vouching for Exhibit R authenticity and
8 validity.

9 5.6 Exhibit R is described as recorded on Nov 10th 2009.

10 5.7 On September 8 2008 Plaintiff entered into a loan
11 agreement with Zion's Bank (hereinafter "ZIONS") for the
12 purchase of THE PROPERTY.

13 5.8 The loan was secured by a deed of trust on the property
14 and a promissory note.

15 5.9 On or about October 2009, Defendant Bank purchased the
16 loan from the Original Bank.

17 5.10 In connection with the purchase of the loan, Defendant
18 Bank was required to properly assign the original loan to
19 itself as shown in Exhibit Q.

20 5.11 However, instead of properly assigning the original loan,
21 Defendant Bank, without the knowledge or consent of
22 Plaintiff, created a second deed of trust and promissory
23 note, effectively doubling Plaintiff's debt.

1 5.12 In Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268
2 (Idaho 2016) had shown that Mr. Sheets had the exactly same
3 set of happenings.

4 5.13 BoA claimed it was a mistake that happened and when asked
5 how they had said they didn't know. "How the erroneous
6 reconveyance came to be recorded is not clear. Bank of
7 America claims that it caused the reconveyance to be
8 recorded because it mistakenly proceeded as if the 2009
9 Refinancing had closed." Countrywide Home Loans, Inc. v.
10 Sheets, 160 Idaho 268, 271 (Idaho 2016).

11 5.14 The approximate time span of twenty-four hrs. was the
12 window of time between 2 Idaho originated loans with a
13 process that was not normal happenings of a reconveyance,
14 both occurring in the same window of time, with the same
15 signatories, and the same notary.

16 5.15 BoA took over the loan on Oct 16 as per their reporting
17 to a third-party source of Experian to be shown in coming
18 exhibits.

19 5.16 Zion's agreement was on reconveyance notice was to be
20 sent as per its own note on the document, Exhibit U, which
21 failure to do so is a breach of contract and falls on BoA as
22 they are trying to claim responsibility.

1 5.17 The defendant Mr. Newell in court room 2 in the Nez
2 Peirce county district two on DATE at approximately 11:55
3 am, attested that they had no wet inked copy, and they
4 conceded that as matter of fact.

5 5.18 The normal procedure when a lender sells loans to another
6 lender, is to do an assignment of deed of trust and the
7 trustor (borrower) gets noticed as they did in the 2012
8 assignment of deed per Exhibit Q.

9 5.19 For nearing a month's time, the Plaintiff was responsible
10 for two loans each with a value of \$145,000 each.

11 5.20 The plaintiff attests that they would have never been
12 able to make payments on such an amount, nor was the
13 plaintiff ever made aware that such a debt had put upon him.

14 5.21 There was no guarantee that either of the active loans
15 Mr. Bass had been burdened with, was going to be resolved
16 without making payments on both loans.

17 5.22 If another account error occurred and the reconveyance
18 had not been done, I would have had no proof of the first
19 loan was paid off leaving me exposed.

20 5.23 The plaintiff did not earn enough at that time to allow
21 for 2 145k loans.

22 5.24 The defendants have yet to have a third party verify the
23 source of the funds that paid off that first loan, and that

1 it was not hidden in a trick of accounting and technology
2 were a lender takes in a payment from a benefactor who pays
3 off a loan and defuses amount of the transaction over a
4 batch of other account over a span of years, adjusting the
5 transaction by a few pennies amount then regenerating past
6 statements as needed so as to cover a redirection of money
7 and other one financial tracks, which that whole scenario is
8 just one of the many possibilities in which Mr. Bass has
9 seen in his past work where he needed to add security
10 features to systems and software in efforts to thwart this
11 abuse while at WSU and other financial institutions.

12 5.25 The plaintiff attests to having witnessed and
13 participated in what appeared to be a normal happening of a
14 loan sold to another lender where as I was given notice that
15 BoA was where I was to make payments too, and to having no
16 recollection of signing anything only a year after getting
17 the loan, only that the plaintiff was upset over being sold
18 off to a bank that had turned him down before.

19 5.26 At no time does the Plaintiff recall signing any new
20 paperwork after the 2008 paperwork.

21 5.27 A third party is needed to clear up the accounting as BoA
22 has been proven to not be upfront or forth telling as well
23 as been shown to have been engaging in similar fraudulent

1 activities, in order to prove that there was no unjust
2 enrichment off the extra \$150k of future revenue shown on
3 paper to which a bank would borrow against or use it for
4 other financial gains.

5 5.28 BoA was fined \$4 billion for inflating their books thru
6 verses means.

7 5.29 The timeline of Exhibit AA is supported by the noted
8 exhibits by reference as all matter of facts.

9 5.30 Idaho Rules of Evidence Rule 406. Habit; Routine
10 Practice.

11 5.30.1 Evidence of a person's habit or an organization's
12 routine practice may be admitted to prove that on a
13 particular occasion the person or organization acted in
14 accordance with the habit or routine practice. The court
15 may admit this evidence regardless of whether it is
16 corroborated or whether there was an eyewitness.

17 5.31 EXHIBIT AA - a laundry list of offenses of the same
18 nature shows a pattern of fraud.

19 5.32 Idaho Rules of Evidence Rule 702. Testimony by Expert
20 Witnesses.

21 5.32.1 A witness who is qualified as an expert by knowledge,
22 skill, experience, training, or education may testify in
23 the form of an opinion or otherwise if the expert's

1 scientific, technical, or other specialized knowledge will
2 help the trier of fact to understand the evidence or to
3 determine a fact in issue.

4 5.33 EXHIBIT AC - Mr. Bass is an expert in the field needed to
5 show that the signatures are not valid.
6

7 VI. CAUSE OF ACTIONS

8 6.1 Argument(Overview):

9 6.2 The Plaintiff respectfully requests that the Court
10 reconsider it's OPINION AND ORDER ON MOTION TO DISMISS AND
11 STRIKE THE SUMMONS AND COMPLAINT and ORDER ON MOTIONS FOR
12 RECONSIDERATION. The Defendant's Motion is an attempt to evade
13 its liability for its own fraudulent behavior. The Defendant
14 committed fraud by concealing the existence of a second mortgage
15 on the property, which put the Plaintiff at great risk had they
16 failed to put out the reconveyance. The Defendant should not be
17 rewarded for their bad faith actions.
18

19 6.3 The Plaintiff has established the essential elements of the
20 claim for fraud by showing that the Defendant made a false
21 representation of a material fact with knowledge of its falsity
22 and with the intent to deceive the Plaintiff. The Defendant
23 concealed the existence of the second mortgage and it's

1 satisfaction and continued to accept payments from the Plaintiff
2 for years, despite the fact that the Plaintiff was unaware of
3 the second mortgage or conveyance. The Defendant's conduct is
4 unconscionable and violates the principles of equity and
5 justice.

6
7 6.4 The Defendant should not be allowed to keep the profits it
8 gained from its fraudulent behavior, as that would be unjust
9 enrichment. The Plaintiff has made all the payments on the
10 property, but those payments should not be considered a benefit
11 to the Defendant, as it obtained the payments by fraud. The
12 doctrine of unclean hands bars the Defendant from profiting from
13 its own wrongdoing.

14
15 6.5 The Plaintiff's interest in the property is superior to the
16 Defendant's interest, as the Defendant acquired the second
17 mortgage through fraud. The Defendant has unclean hands, as it
18 concealed the second mortgage by not following through with
19 requirements to send the paperwork to the Plaintiff despite it
20 being said right on the top of the letter but instead the
21 defendant kept this information from the Plaintiff and continued
22 to accept payments on the property. Mr. Bass is entitled to
23 relief in equity, and the Defendant should be required to

1 release the second mortgage and convey the property to Mr. Bass
2 free and clear of any encumbrances.

3 4 **6.7 FIRST CAUSE OF ACTION (FRAUDULENT MISREPRESENTATION)**

5 **6.8 ELEMENTS**

6 6.8.1. The defendant made a false representation of material
7 fact BoA has met this element in multitudes but use that
8 ambiguity to mask their actions as a misdirection of
9 sorts. One example is the concealment of the LOFR.

10 6.8.2. The defendant knew the statement was false when making
11 it.

12 6.8.3. The defendant intended for Mr. Bass to rely on the
13 false statement.

14 6.8.4. Mr. Bass justifiably relied on the false statement.

15 6.8.5. Mr. Bass suffered damages due to their reliance on the
16 defendant's false statement.

17 18 **6.9 SECOND CAUSE OF ACTION (Fraud)**

19 **6.10 ELEMENTS**

20 6.10.1. Plaintiff hereby incorporates by reference the
21 allegations contained in paragraphs 1 through 11, as
22 though fully set forth herein.

1 6.10.2. Defendant Bank knowingly and intentionally created the
2 second deed of trust and promissory note, with the intent
3 to deceive Plaintiff and avoid the proper assignment
4 process.

5 6.10.3. Plaintiff reasonably relied on Defendant Bank's
6 representations regarding the status of the loan, unaware
7 of the unauthorized second deed of trust and promissory
8 note.

9 6.10.4. As a direct and proximate result of Defendant Bank's
10 fraudulent actions, Plaintiff has suffered damages in an
11 amount to be proven at trial.

12
13 **6.11 THIRD CAUSE OF ACTION (Negligent Misrepresentation)**

14 6.14.1. Plaintiff hereby incorporates by reference the
15 allegations contained in paragraphs 1 through 15, as
16 though fully set forth herein.

17 6.14.2. Defendant Bank negligently misrepresented the status
18 of Plaintiff's loan, creating a second deed of trust and
19 promissory note without Plaintiff's knowledge or consent,
20 and without performing the proper assignment process.

21 6.14.3. Plaintiff reasonably relied on Defendant Bank's
22 representations regarding the status of the loan, unaware

1 of the unauthorized second deed of trust and promissory
2 note.

3 6.14.4. As a direct and proximate result of Defendant Bank's
4 negligent misrepresentation, Plaintiff has suffered
5 damages in an amount to be proven at trial.
6

7 **6.13 FOURTH CAUSE OF ACTION (Breach of Contract)**

8 6.14.1. Plaintiff hereby incorporates by reference the
9 allegations contained in paragraphs 1 through 19, as
10 though fully set forth herein.

11 6.14.2. A valid and enforceable contract existed between
12 Plaintiff and Original Bank, which was transferred to
13 Defendant Bank upon the purchase of the loan.
14

15 6.14.3. Defendant Bank breached the terms of the contract by
16 creating a second deed of trust and promissory note,
17 without the knowledge or consent of Plaintiff, and without
18 performing the proper assignment process.

19 6.14.4. As a direct and proximate result of Defendant Bank's
20 breach of contract, Plaintiff has suffered damages in an
21 amount to be proven at trial.
22

23 **6.15 FIFTH CAUSE OF ACTION (Unjust Enrichment - payments)**

1 6.16.1. Plaintiff hereby incorporates by reference the
2 allegations contained in paragraphs 1 through 15, as
3 though fully set forth herein.

4 6.16.2. As a result of Defendant Bank's unauthorized creation
5 of the second deed of trust and promissory note, and
6 subsequent actions, Defendant Bank has been unjustly
7 enriched at the expense of Plaintiff.

8 6.16.3. Plaintiff has conferred a benefit upon Defendant Bank
9 by paying additional interest and fees on the second loan,
10 as well as suffering damage to his/her credit and
11 emotional distress.

12 6.16.4. Defendant Bank has knowingly and willingly accepted
13 and retained this benefit under circumstances that make it
14 inequitable for Defendant Bank to retain the benefit
15 without compensating Plaintiff.

16 6.16.5. As a direct and proximate result of Defendant Bank's
17 unjust enrichment, Plaintiff has suffered damages in an
18 amount to be proven at trial.

19
20 **6.17 SIXTH CAUSE OF ACTION (Declaratory Relief)**

21 6.18.1. Plaintiff hereby incorporates by reference the
22 allegations contained in paragraphs 1 through 20, as
23 though fully set forth herein.

1 6.18.2. An actual controversy has arisen and now exists
2 between Plaintiff and Defendant concerning the validity
3 and enforceability of the second deed of trust and
4 promissory note.

5 6.18.3. Plaintiff seeks a judicial determination and
6 declaration of the parties' rights and obligations under
7 the loan agreement and the second deed of trust and
8 promissory note, specifically declaring the second deed of
9 trust and promissory note to be void and unenforceable.

10
11 **6.19 SEVENTH CAUSE OF ACTION (Violation of Idaho's Consumer**
12 **Protection Act)**

13 6.20.1. Plaintiff hereby incorporates by reference the
14 allegations contained in paragraphs 1 through 23, as
15 though fully set forth herein.

16 6.20.2. Defendant Bank engaged in unfair and deceptive acts or
17 practices in the conduct of its business by creating the
18 unauthorized second deed of trust and promissory note,
19 executing a full reconveyance on the first note, and
20 attempting to have Plaintiff sign a backdated new note.

21 6.20.3. Defendant Bank's actions violate the Idaho's Consumer
22 Protection Act, which prohibits unfair and deceptive acts
23 or practices in the conduct of trade or commerce.

1 6.20.4. As a direct and proximate result of Defendant Bank's
2 violation of the Idaho's Consumer Protection Act,
3 Plaintiff has suffered damages in an amount to be proven
4 at trial.

5
6 **6.21 EIGHTH CAUSE OF ACTION (Unjust Enrichment – deed)**

7 6.22.1. "Unjust enrichment occurs where a defendant receives a
8 benefit which would be inequitable to retain without
9 compensating the plaintiff to the extent that retention is
10 unjust." Vanderford v. Knudson, 144 Idaho 547, 558 (Idaho
11 2007). "The substance of an action for unjust enrichment
12 lies in a promise, implied by law, that a party will render
13 to the person entitled thereto that which in equity and
14 good conscience belongs to the latter." Smith v. Smith, 95
15 Idaho 477, 484, 511 P.2d 294, 301 (1973). "The elements of
16 unjust enrichment are that (1) a benefit is conferred on
17 the defendant by the plaintiff; (2) the defendant
18 appreciates the benefit; and (3) it would be inequitable
19 for the defendant to accept the benefit without payment of
20 the value of the benefit." Teton Peaks Inv. Co., LLC v.
21 Ohme, 146 Idaho 394, 398, 195 P.3d 1207, 1211 (2008). As a
22 direct and proximate result of Defendant Bank's unjust

1 enrichment, Plaintiff has suffered damages in an amount to
2 be proven at trial.

3
4 **VII. PRAYER FOR RELIEF**

5 7.1 WHEREFORE, the Plaintiff prays for judgment against the
6 Defendants as follows:

7 7.1.a. For actual damages in an amount to be determined at
8 trial, including but not limited to any costs and
9 expenses incurred in connection with this action;

10 7.1.b. For statutory damages, if any, as allowed by law;

11 7.1.c. For a declaratory judgment that the Plaintiff's
12 property is free and clear of any liens or encumbrances
13 arising from the actions of the Defendants;

14 7.1.d. For costs of this action, including reasonable
15 attorney's fees or the average cost of fee's for
16 compensation of Plaintiff's time and efforts, where
17 possible and the court would see fit and within the
18 courts powers to do so;

19 7.1.e. For pre- and post-judgment interest as allowed by law;
20 and

21 7.1.f. A temporary restraining order or preliminary
22 injunction, and permanent injunction enjoining the
23 Defendants, their agents, servants, employees, and

1 attorneys, and all persons acting in concert or
2 participation with them, from proceeding with the sale
3 of the Property scheduled for March 31st, 2023 or later
4 date;

5 7.1.g. For an Order the Defendants to cover the costs and do
6 the work to reset Mr. Bass's credit to a perfect score,
7 as they are equipped to carry out the restoration with
8 little effort;

9 7.1.h. Order the Defendants to cover costs and facilitate any
10 work needing to correct the tax implications, issues,
11 debts, and or losses from past returns that should have
12 been earned by the Plaintiff; and

13 7.1.i. Grant such other and further relief as the Court deems
14 just and proper.

15 7.1.j. That where able, charges and appropriate actions be
16 taken against the defendants for their actions; for
17 someone to step in and cure the bluntly inflected
18 injury to the American population by yet another fraud,
19 to which I pray to see a cap of size as they are not
20 worthy of such power they hold now.

21 **VIII. Conclusion:**

22 For the foregoing reasons, the Plaintiff respectfully requests
23 that the Court allow the case to be heard and plead in trial.

1 Mr. Bass has suffered financial harm as a result of the
2 Defendant's fraudulent behavior, and the Defendant should be
3 held liable for their conduct. Mr. Bass is entitled to the
4 property free and clear of any encumbrances and to damages for
5 the harm suffered.

6
Dated this 16 day of March 2023.

Respectfully submitted,

Jeremy L. Bass
Plaintiff/ Pro Se

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 March 16, 2023, at the following email address and postal address:

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Jeremy L. Bass
Plaintiff

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