

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

Jeremy L. Bass,

Plaintiff,

v.

Michael Newell, ESQ AT IDEA LAW GROUP LLC, Carrington Mortgage Services, and Bank of
America

Defendants.

Case No. _____

COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF; DAMAGES

PARTIES

1. Jeremy L. Bass ("Mr. Bass") is an individual who resides at 1515 21st Ave., Lewiston, Idaho 83501.
2. Michael Newell, ESQ. ("Mr. Newell") is the individual from Idea Law Group who is acting as a trustee on behalf of Bank of America in relation to the sale of the Property.
3. Carrington Mortgage Services ("Carrington") is a servicing company for Bank of America.
4. Bank of America ("BOA") is a financial institution.
5. Land Title of Nez Perce County ("Land Title") is a title company.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this action and the parties pursuant to Idaho Code §§ 1-202 and 3-104.
7. Venue is proper in this Court because the Property at issue is located in Nez Perce County, Idaho.

FACTS

8. Mr. Bass entered into a loan agreement with Zion's Bank in September 2008 to purchase the Property located at 1515 21st Ave., Lewiston, Idaho 83501.

9. The loan was subsequently acquired by BOA a few months later, to which the Plaintiff was just told to make payments to the Bank.
10. Mr. Bass made payments on the loan until 2019, when he entered into a forbearance agreement with Carrington due to financial hardship stemming from his termination from Washington State University and the COVID-19 pandemic.
11. It was during this forbearance period that Carrington noticed an issue with the loan and began to push Mr. Bass to sign backdated deeds of trust from 2012, claiming they just needed "fresh ink."
12. Carrington's actions, including offering Mr. Bass a bribe of \$100 to sign the backdated documents, signal that they knew that Mr. Bass was not in an enforceable agreement and sought to avoid repayment of overpayments by tricking Mr. Bass into signing a new wet-inked note.
13. Mr. Bass did not sign the backdated documents and instead sought clarification from the title company, Land Title, which provided him with a letter of full reconveyance showing that the debt had been satisfied.
14. Mr. Bass was not made aware of the letter of full reconveyance at any time prior to this and had no knowledge of the fact that the debt had been satisfied.
15. Despite being presented with the letter of full reconveyance, Mr. Newell, acting on behalf of BOA, brought forth a new deed of trust.
16. Upon reviewing the new deed of trust, it is clear that the signature on the document is not Mr. Bass's and there are notable issues indicating that it was not Mr. Bass who signed it as well as raising questions of validity and enforceability in any state it's in.
17. Mr. Newell and BOA have not provided an original copy of any documents related to the loan or the new deed of trust.
18. On August 19, 2022, the Nez Perce County Sheriff served Mr. Bass with a notice of default.
19. Mr. Bass timely responded to the notice of default by sending a letter of dispute via certified mail on September 1, 2022.
20. Mr. Newell acknowledged being told there was a letter of dispute sent on September 1st on a recorded phone call in October 2022 where he was alerted to the mail loop and reminded that it could be picked up at the post office.
21. Mr. Newell also acknowledged that the letter of full reconveyance was valid and in fact in subsequent email correspondence.
22. Despite this, Mr. Newell proceeded with the trustee's sale of the Property, scheduled for December 30, 2022.
23. Mr. Bass sent a cease and desist letter on December 12, 2022, demanding that the sale be halted.

24. The address provided by Mr. Newell for Mr. Bass's response to the notice of default led to a forwarding loop that has been ongoing since September 1, 2022. Mr. Newell was aware of this issue.
25. The Defendants' actions constitute a breach of contract and a breach of the duty of good faith and fair dealing.
26. The Defendants' actions have caused, and will continue to cause, Mr. Bass irreparable harm, as he will lose his home and his investment in the Property if the sale is allowed to proceed effectively making the Plaintiff homeless and in a state that is impossible to gain shelter of his own with the damage to the credit scores and his life savings being invested into the property.
27. There is no adequate remedy at law for the harm that Mr. Bass will suffer if the sale of the Property is allowed to proceed.
28. The balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the sale is allowed to proceed far outweighs any harm that the Defendants may suffer if the sale is prevented.
29. The public interest would be served by issuing a temporary restraining order, as it would prevent the sale of a home under disputed circumstances and protect the rights of the homeowner.
30. A temporary restraining order is necessary to preserve the status quo and prevent irreparable harm to Mr. Bass.

FIRST CAUSE OF ACTION

(For Injunctive Relief)

31. Mr. Bass incorporates by reference the allegations set forth in paragraphs 1 through 30 as if fully set forth herein.

32. Mr. Bass is entitled to injunctive relief to halt the sale of the Property scheduled for December 30, 2022.

33. The harm that Mr. Bass will suffer if the sale is allowed to proceed is imminent and irreparable.

34. The balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the sale is allowed to proceed far outweighs any harm that the Defendants may suffer if the sale is prevented.

35. The public interest would be served by issuing a temporary restraining order, as it would prevent the sale of a home under disputed circumstances and protect the rights of the homeowner.

SECOND CAUSE OF ACTION

(For Declaratory Relief)

36. Mr. Bass incorporates by reference the allegations set forth in paragraphs 1 through 35 as if fully set forth herein.
37. There is a current, actual, and justiciable controversy between Mr. Bass and the Defendants regarding the ownership and debt status of the Property.
38. Mr. Bass is entitled to a declaration from this Court that the debt on the Property has been satisfied and that the Defendants have no right to proceed with the sale of the Property.

THIRD CAUSE OF ACTION

(For Damages)

39. Mr. Bass incorporates by reference the allegations set forth in paragraphs 1 through 38 as if fully set forth herein.
40. As a result of the Defendants' actions, Mr. Bass has suffered damages in the form of overpayments on the loan, tax obligations and correction costs, and other damages.
41. Mr. Bass is entitled to recover these damages from the Defendants.
42. Mr. Bass is also entitled to recover the costs of this action, including reasonable attorney's fees.
43. The Defendants' actions also constitute a breach of contract and a breach of the duty of good faith and fair dealing.
44. Mr. Bass is entitled to recover damages for the Defendants' breach of contract and breach of the duty of good faith and fair dealing.
45. Mr. Bass is also entitled to recover any and all other damages that may be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Mr. Bass prays for the following relief:

- A. A temporary restraining order enjoining the Defendants, their agents, servants, employees, and attorneys, and all persons acting in concert or participation with them, from proceeding with the sale of the Property scheduled for December 30, 2022;

B. A preliminary and permanent injunction enjoining the Defendants, their agents, servants, employees, and attorneys, and all persons acting in concert or participation with them, from proceeding with the sale of the Property;

C. A declaration that the debt on the Property has been satisfied and that the Defendants have no right to proceed with the sale of the Property;

D. Damages in an amount to be proven at trial, including but not limited to any costs and expenses incurred in connection with this action;

E. The costs of this action, including reasonable attorney's fees or the average cost of fee's for compensation of Plaintiff's time and efforts;

F. Order the Defendants to cover the costs and do the work to reset Mr. Bass's credit to a perfect score;

G. Order the Defendants to cover costs and facilitate any work needing to correct the tax implications, issues, debts, and or losses from past returns that should have been earned by the Plaintiff

H. Declare that the Plaintiff, Mr. Bass is the rightful owner of the Property and that the Defendants have no right to sell the Property; and

I. Grant such other and further relief as the Court deems just and proper.

J. That where able, charges and appropriate actions be taken against the defendants for their actions.

DATED: December 27, 2022

Respectfully submitted,

Jeremy L. Bass

Pro Se

1515 21st Ave.

Lewiston, Idaho 83501