

Jeremy L. Bass, Pro Se
1515 21st Ave
Lewiston, ID 83501-3926
Ph: 208-549-9584
Quantum.J.L.Bass@RAWdeal.io

**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 J. NEWELL, c/o IDEA Law
Group, LLC, ESQ,
CARRINGTON MORTGAGE SERVICES,
LLC,
BANK OF AMERICA, N.A.,
RECONTRUST COMPANY, N.A.,
DOE I-X

Defendants.

Case No. CV35221875

**PETITION TO MODIFY
OR AMEND AN COMPLAINT**

DEMAND FOR JURY

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15 U.S.C. § 1601 et seq. (truth in lending act)	35
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1 Idaho Const. art. XI, § 10 (regulation of foreign corporations) 14

2 No table of authorities entries found.

3 **SECONDARY SOURCES:**

4 Extending your mortgage forbearance | Consumer Financial Protection
5 Bureau web site
6 [https://www.consumerfinance.gov/coronavirus/mortgage-and-housing-](https://www.consumerfinance.gov/coronavirus/mortgage-and-housing-assistance/help-for-homeowners/extend-forbearance/)
7 [assistance/help-for-homeowners/extend-forbearance/](https://www.consumerfinance.gov/coronavirus/mortgage-and-housing-assistance/help-for-homeowners/extend-forbearance/)..... 19

9 **OTHER AUTHORITIES:**

10 Restatement (Second) of Contracts § 175 (1981) 18

11 No table of authorities entries found.

14 **TABLE OF EXHIBITS**

15 H - Affidavit of Mailing inst 905449
16 I - Affidavit of Mailing inst 905033
17 J - Affidavit of Publication inst 904190
18 K - Affidavit of Service inst 904189
19 L - Affidavit of Compliance inst 904188
20 M - Affidavit of Compliance inst 904187
21 N - Affidavit of Mailing inst 904186
22 O - Notice of Default inst 902262
23 P - Appointment of Successor Trustee inst 902078
24 Q - Assignment of Deed of Trust inst 799540
25 R - Letter of Full Reconveyance inst 775252
26 S - Substitution of Trustee inst 775251
27 T - Deed of Trust in Question inst 774964
28 U - Deed of Trust inst 760926
29 V - Quitclaim deed inst 760925
30 W - Warranty Deed inst 760924
31 AA - Pattern of Behavior
32 AB - Timeline
33 AC - Mr. Bass' CV
34 AD - Original Loan documents
35 AE - Amortization-Schedule of Original Loan
36 AF - Account History reported to Credit Bureau
37 AG - Carrington CARES violations
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40 AJ - Email causing discovery of activities
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In regards to the authority to allow the continued corrections until Mr. Bass has bridged the knowledge gaps, it can be found in similar rulings within this district, such as *Jesinoski v. Countrywide Home Loans, Inc.*, 574 U.S. 259 (2015), which said: "a district court should grant leave to amend even if no request to amend the pleading was made unless it determines that the pleading could not possibly be cured by the allegation of other facts." *Cook, Perkiss & Liehe v. N. Cal. Collection Serv.*, 911 F.2d 242, 247 (9th Cir. 1990).

Mr. Bass would humbly admit to the misunderstanding that there was a need to submit the corrected complaint in

1 accompaniment to the request to amend the complaint and not to
2 wait for the approval to submit it. Mr. Bass doesn't intend to
3 make light of the court's time, and great effort has been made
4 to meet any shortfall of accuracy at each rushed filing. Failure
5 to secure access to litigation services due to rampant conflicts
6 of interest with every firm contacted that has a lawyer
7 practicing under real-estate or contract law (without even
8 getting to give details) is a stifling handicap when dealing
9 with such a complicated matter.

10 Ignorance of the law is not an excuse, but lack of access
11 to remedy ignorance is. Mr. Bass appreciates the understanding
12 of the delays and slower execution of actions. With the utmost
13 diligence and determination, Mr. Bass has been rigorously
14 working on updating the entire docket, ensuring that all
15 pertinent details are meticulously presented prior to the
16 commencement of the trial. Should any essential updates not yet
17 be included, they will be expeditiously integrated into this
18 pleading, thereby exemplifying our steadfast commitment to
19 accuracy and transparency in a manner befitting the gravity of
20 judicial proceedings.

21
22 **I. PLAINTIFF**

1 1.1 Mr. Bass. is the individual that owns, has improved, and
2 maintains THE PROPERTY

3 1.1.1 By reference, include Mr. Bass' description from the
4 expert witness report.

5 1.1.2 Mr. Bass' primary and only residence is THE PROPERTY.
6

7 **II. DEFENDANTS**

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

12 2.1.1 BoA was a California corporation and was a wholly-
13 owned subsidiary of BoA.
14

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

20 2.2.1 RT was a California corporation and was a wholly-owned
21 subsidiary of BoA.

22 2.2.2 RT foreclosed loans are serviced by BoA and its
23 wholly-owned subsidiary, BAC Home Loans Servicing, L.P.

1 2.2.3 RT claims CT Corporation, 1801 West Bay Drive NW,
2 Suite 206, Olympia, WA 98502, as its sole registered
3 agent for the service of process.

4 2.2.4 ReconTrust was acting as a foreclosure trustee in the
5 State of Idaho.

6 2.2.5 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
9 the mortgage transaction documents.

10 2.2.6 "Trustee" means a person to whom title to real
11 property is conveyed by a trust deed or his successor in
12 interest for the limited purpose of the power of sale.
13 *Idaho Code § 45-1502*

14 2.2.7 Assignment as trustee was purportedly given on 2009-
15 11-02 through Substitution of Trustee recorded as
16 instrument number 775251, as shown in EXHIBIT S.

17 2.3 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ.
18 (hereinafter "Mr. Newell") is the individual from IDEA Law
19 Group acting as a trustee on behalf of BoA concerning the sale
20 of THE PROPERTY.

21 2.3.1 Mr. Newell was the trustee named by BoA, underpinning
22 his inclusion in the complaint being that he was trying
23 to conduct a sale of THE PROPERTY and the TRO would be

1 put to him as he can act independently if not named
2 directly.

3 2.3.2 Mr. Newell has been replaced but due to his statements
4 within the court and his activities, is still named.

5 2.3.3 On 2022-08-02, Mr. Newell purportedly was named
6 trustee by the undersigned Ami Bhavsar, the Foreclosure
7 Services Manager from BoA by Carrington as servicer and
8 attorney-in-fact recorded with the Nez Perce County
9 Clerk/Auditor/Recorder office (hereinafter "COUNTY" or
10 "COUNTY RECORDER") as Instrument Number 902078 shown in
11 EXHIBIT P pg. 1.

12 2.3.4 Mailing address 4100 E. Mississippi Avenue, Suite 420,
13 Denver, CO 80246 is the most prominent used address
14 presented when called for contact information, shown in
15 EXHIBIT N pg. 1,3,6,11, in EXHIBIT O pg. 1, in EXHIBIT P
16 pg. 1, and many others.

17 2.3.5 It was said for the "trustee to have all the powers,
18 effective forthwith."

19 2.3.6 NOTICE OF APPOINTMENT NOT BEING SENT. NO CAUSE OF WHY
20 THE TRUSTEE WAS REPLACED

21
22 2.4 Carrington Mortgage Services (hereinafter "Carrington") is
23 a servicing company and attorney-in-fact for BoA.

1 2.4.1 There are no Records of when they started to act as
2 if they were the trustee.

3 2.5 Unknown Party (hereinafter "DOE")
4

5 **III. JURISDICTION AND VENUE**

6 3.1 This court has jurisdiction over the subject matter of
7 this action and the parties pursuant to *Idaho Code § 1-705*
8 "In Idaho, the state district courts have original
9 jurisdiction over all cases and proceedings in law and in
10 equity." *Idaho Code § 1-705; Idaho Const. art. V, § 20.*
11 *Fletcher v. Fourth Judicial Dist. Court, No. 1:21-cv-00107-*
12 *BLW, at *9 (D. Idaho June 3rd, 2021)* (establishing the
13 "minimum contacts" standard for personal jurisdiction).

14 3.2 Personal Jurisdiction: This Court has personal
15 jurisdiction over the Defendants pursuant to *Idaho Code § 5-*
16 *514* because the Defendants have transacted business within
17 the state, committed tortious acts within the state, and/or
18 own, use, or possess real property within the state.
19 Moreover, the Defendants' actions and conduct have had a
20 substantial connection with the state, thereby satisfying
21 the requirements of due process. See also *Int'l Shoe Co. v.*
22 *Washington, 326 U.S. 310 (1945)*

1 3.3 The venue is proper in this court because THE PROPERTY
2 with the clouded slandered title is located in Nez Perce
3 County, Idaho, as specified in *Idaho Code § 5-401*.
4

5 **IV. INTRODUCTION**

6 4.1 ReconTrust, owned by BoA, originated the manipulation of
7 paperwork. BoA and its corporate group were cited twenty-
8 five times in excess of \$47 billion for settlements or
9 judgments in 4 years starting from 2008 when the loan for
10 THE PROPERTY was executed, shown in EXHIBIT AA. By 2012 they
11 admitted to all manner of frauds, including many elements of
12 paperwork manipulation.

13 4.2 At present, further actions are pending against BoA from
14 Ambac Financial Group, which, if successful, would increase
15 the cumulative penalties to an amount exceeding the current
16 \$93.7 billion. The evidence shown in EXHIBIT AA demonstrates
17 a consistent pattern of conduct supporting the validity of
18 the recent revelation of manipulated financial records
19 identified in this case and others like the case of
20 *Countrywide Home Loans, Inc. v. Sheets*, 160 Idaho 268 (Idaho
21 2016)(hereinafter "SHEETS CASE"). The Letter of Full
22 Reconveyance (hereinafter "LoFR") was a main topic of that
23 case and plays a bigger role then realized at that time.

1 Numerous other cases exhibit the same sequence of events,
2 rendering it a statistical anomaly for the circumstances in
3 the SHEETS CASE to coincide nearly exactly with those in Mr.
4 Bass' situation, particularly given the simultaneous
5 settlements and judgments for other fraudulent activities.

6 4.3 The contention is that the wrongful conduct was not
7 confined to the discovered incidents but rather that various
8 forms of fraud have been perpetrated throughout the entirety
9 of BoA and its affiliated entities.

10 4.4 Consequently, as ongoing investigations uncover more and
11 more information, it may become necessary to amend or
12 correct the pleadings, including the addition or removal of
13 indispensable or dispensable parties, as well as addressing
14 any other pertinent matters subsequent to this filing.

15 **V. FACTUAL ALLEGATIONS**

16 5.1 Mr. Bass possesses extensive digital technologies and
17 graphic arts expertise, as evidenced by his 30-year career
18 outlined in EXHIBIT AC (his curriculum vitae or CV). His CV
19 showcases numerous achievements and highlights, including
20 access to advanced sensitive emergency and financial systems
21 and a commitment to community service through roles such as
22 Boy Scouts of America Scout/Cubmaster and PTA President.
23 Notable clients and projects featured in his professional

1 history encompass collaborations with President Clinton's
2 foundation and the development of the Clinton Health
3 Foundation's Clinical HIV/AIDS Research and Trial database
4 application.

5 5.2 Mr. Bass was the Lead Senior Full Stack DevSecOps for
6 Finance and Administration at Washington State University,
7 charged with writing software for public safety and
8 emergency management to payroll and more. Mr. Bass had
9 access to high-security systems like the Spillman RMSs for
10 Washington State Police or the cameras for the city of
11 Pullman/WSU. He carried out tasks like designing and
12 implementing e-commerce systems, including accounting and
13 financial software creations covering areas like real
14 estate, controllers, and long-term endowments.

15 5.3 On September 8th, 2008, Mr. Bass entered into a loan
16 agreement with Zion's Bank (hereinafter "ZIONS") for the
17 purchase of THE PROPERTY.

18 5.4 The loan was secured by a deed of trust on the property
19 and a promissory note.

20 5.5 Mr. Bass paid \$146,418 for the initial loan shown in
21 EXHIBIT AD, pg. 5 & 7.

22 5.6 The rate of the original loan was 6.375%.

23 5.7 The rate of the loan Mr. Bass was paying was 4.357%.

1 5.8 The rate of the loan that is in question is 5%.

2 5.9 The balance on the loan for the second note is greater than
3 the original loan despite a year's worth of payments.

4 5.10 It appears ReconTrust was wholly owned by BoA.

5 5.11 It appears Carrington is owned by BoA.

6 5.12 Carrington is not listed anywhere as far as being the
7 active trustee.

8 5.13 Carrington does not have a physical location in Idaho
9 which goes against the statute for doing business in the
10 state of Idaho per *Idaho Constitution Article XI Section 10*
11 *Idaho Const. art. XI, § 10*.

12 5.14 Carrington had been servicing Mr. Bass' account from
13 approximately 2015 as far as Mr. Bass recalls.

14 5.15 Before that BoA(or BAC Mr. Bass doesn't recall if it was
15 Bank of America shell company 1 or shell company 2 as they
16 are the same in the people's eyes and only different in
17 Delaware) had been servicing the account after it was
18 acquired from ZIONS.

19 5.16 Defendant Mr. Newell, in courtroom 2 in the Nez Perce
20 county district two on 2023-01-26 at approximately 10:26 am
21 PST, attested to him affirming that the LoFR shown in
22 EXHIBIT R in the defendant's view as being valid and
23 correctly done.

1 5.17 The LoFR shown in EXHIBIT R was described as the record of
2 the loan with ZIONS being paid to satisfaction and being
3 recorded with the COUNTY on November 10th, 2009.

4 5.18 The original loan paperwork is clear on what to expect and
5 what should be happening when a sale of a loan from one
6 lender to another occurs.

7 5.19 Land Title of Nez Perce County(hereinafter "LAND TITLE"),
8 now Title One after being acquired by the firm based out of
9 Boise Idaho in 2021, was the original title company assigned
10 as trustee and picked by the trustor Mr. Bass at their
11 original loan's time of execution.

12 5.20 The first knowledge of the alleged fraud came after the
13 title officer from LAND TITLE on 2021-11-16 emailed Mr. Bass
14 following a conversation over THE PROPERTY, where the title
15 officer explained the LoFR and then emailed it to Mr. Bass
16 so he could see what was being explained to him. Shown in
17 EXHIBIT AJ

18 5.21 LAND TITLE, confirms that the normal operation for one
19 lender to sell a loan to another lender is recording a
20 'Successor of deed of trust` and then sending a mailer to
21 inform the customer/borrower of the new company to make
22 payments.

1 5.22 Upon finding out the existence of erroneous filings shown
2 with the SHEETS CASE, any reasonable assumption would be
3 that the defendants would have done an internal audit
4 regarding any other loans that may have been mistakenly
5 processed and produced by the undersigner and notary the
6 same way as BoA claimed had happened in the SHEETS CASE.

7 5.23 It's inconceivable that a financial institution that big
8 would see and have to go to court over such purported
9 mistakes, and that they didn't bother to secure the
10 integrity of their assets by making sure that it was an
11 isolated incident.

12 5.24 The alleged fraud covers more than just Mr. Bass' account,
13 which is highlighted by the SHEETS CASE, as there seems to
14 be many more records all over the country when viewing other
15 property records which should warrant some more
16 investigation.

17 5.25 In SHEETS CASE, Mr. Sheets had the same set of happenings.

18 5.26 BoA claimed it was a mistake that happened, and when asked
19 how they had said they didn't know. "How the erroneous
20 reconveyance came to be recorded is not clear. Bank of
21 America claims that it caused the reconveyance to be
22 recorded because it mistakenly proceeded as if the 2009

1 Refinancing had closed." *Countrywide Home Loans, Inc. v.*
2 *Sheets, 160 Idaho 268, 271 (Idaho 2016).*

3 5.27 In the approximate time span of twenty-four hrs. was the
4 window of time between 2 Idaho-originated loans with a
5 process that was not everyday happenings of a reconveyance,
6 both occurring in the same window of time, with the same
7 signatories, and the same notary.

8 5.28 Despite knowing that Mr. Bass' account was invalidated,
9 Carrington who acted as the servicing arm for BoA, and
10 before that BAC, both had continued to collect on accounts
11 they knew to be in error.

12 5.29 The SHEETS CASE by proxy has the statute of limitations
13 still running as this is one fraud with many people, not
14 many people, and many frauds; by contrast, they have
15 continued enacting the fraud making it available for any of
16 the other victims to seek action.

17 5.30 In the courtroom on January 26th, 2023, Mr. Newell's
18 account of the order of paperwork appeared to be inconsistent
19 with the actual events, and he made numerous assumptions about
20 Mr. Bass' state of mind, motives, and objectives.

21 5.30.1 Mr. Bass wholeheartedly objects to each of the
22 statements made that were made by Mr. Newell as personal
23 and speculative, making them unusable points pursuant to

1 *Idaho R. Evid. 401*, which addresses the relevance of
2 evidence.

3 5.30.2 Mr. Bass would motion the court, if possible, for
4 each of those assumptive assertions to be stricken from
5 the record. "Evidence is relevant if: it has any
6 tendency to make a fact more or less probable than it
7 would be without the evidence;" *Idaho R. Evid. 401*;
8 Although blatant attempts to guard shouldn't be
9 surprising, where one hit the fuck around and find out
10 button.

11 5.31 Regarding when Mr. Bass received paperwork to sign for any
12 loan modification, Mr. Newell provided an inaccurate and
13 slanderous account while present in court by stating that Mr.
14 Bass had rejected a loan modification that would have aligned
15 the loan with BoA's assessment of Mr. Bass' financial
16 situation.

17 5.32 The order of events was that in approximately December of
18 2021, Carrington asked Mr. Bass to sign a stack of papers.
19 After reading what they asked Mr. Bass to sign, Mr. Bass found
20 many grievances in the pile of documents, potentially
21 violating the *Idaho Consumer Protection Act, Idaho Code § 48-*
22 *601 et seq.*

1 5.32.1 Mr. Bass saw that not only was Mr. Bass' ex-wife's
2 name all over the papers.

3 5.32.2 Carrington's name was also all over the papers,
4 despite the fact that they were not Mr. Bass' loan
5 servicer for BoA until a couple of years later.

6 5.32.3 Carrington backdated the documents to 2012, even
7 though it was 2021. Backdating documents can be
8 considered a fraudulent activity, which might potentially
9 be relevant in a civil RICO claim under *18 U.S.C. §§*
10 *1961-1968*.

11 5.32.4 As Mr. Bass paused to look into the matter,
12 Carrington sent Mr. Bass several new versions of the
13 paperwork.

14 5.32.5 Carrington offered Mr. Bass a \$100 bribe
15 (hereinafter "THE BRIBE", "BRIBING"), which could be
16 considered coercion under contract law principles,
17 potentially rendering the contract voidable or
18 unenforceable under the *Restatement (Second) of Contracts*
19 *§ 175 (1981)*.

20 5.32.6 Carrington called Mr. Bass every other day for
21 months while the forbearance was in place.

22 5.32.7 Carrington sent a notary to Mr. Bass' door, trying
23 to get Mr. Bass to sign. The notary sat with Mr. Bass for

1 45 minutes, waiting to get Carrington on his phone to no
2 avail, which could potentially be considered an unfair or
3 deceptive act or practice under *Idaho Code § 48-603*.

4 5.32.8 Since Mr. Bass didn't have his ex-wife with Mr.
5 Bass, the notary left, and Mr. Bass held onto his copy,
6 which is shown in EXHIBIT AG.

7 5.32.9 This occurred near the end of Mr. Bass' forbearance
8 under the granted to him by *CARES Act, 15 U.S. Code §*
9 *9056 sec. 4022 (b)(2) foreclosure moratorium, and*
10 *consumer right to request forbearance*.

11 5.33 "Upon a request by a borrower for forbearance under
12 paragraph (1), such forbearance shall be granted for up to 180
13 days, and shall be extended for an additional period of up to
14 180 days at the request of the borrower" *Forbearance under the*
15 *CARES Act, 15 U.S. Code § 9056(b)(2)* The duration of
16 forbearance was limited at two 180 day periods for a total of
17 360 days.

18 5.34 According to Consumer Financial Protection Bureau (CFPB)
19 website on the page titled "Extend your forbearance," it says
20 that "You may request two additional three-month extensions,
21 up to a maximum of 18 months of total forbearance" shown on
22 *Extending your mortgage forbearance / Consumer Financial*
23 *Protection Bureau website* shown in EXHIBIT AI.

1 5.35 The forbearance Carrington put Mr. Bass through was 24
2 months by the end, with EXHIBIT AH page 1 showing that the
3 period was going to be extended one more month passed the 23
4 months already applied. That is six months longer than Mr.
5 Bass should have been on the forbearance.

6 5.36 On 11-16-2021 in response to odd behaviors stemming from
7 Carrington's attempts to get Mr. Bass to sign the "fresh ink"
8 copies of backed paperwork, Mr. Bass consulted with the title
9 company, Land Title in Lewiston Idaho.

10 5.37 Land Title is who Mr. Bass knew to be the title company
11 that he had chosen in the original settlement of acquiring the
12 PROPERTY. Mr. Bass never received any notice otherwise that
13 his choice of trustee had been replaced. After explaining all
14 the interactions between Mr. Bass and Carrington to the Title
15 Officer at Land Title, Mr. Bass discovered the existence
16 reconveyance and other instruments, invoking his rights under
17 the *Real Estate Settlement Procedures Act (RESPA)*, 12 U.S.C. §
18 2601 et seq.

19 5.38 Defendants admitted in court that they do not possess and
20 will not be able to produce a wet ink copy of the relevant
21 documents.

22 5.39 However, Mr. Bass has a bona fide wet ink copy and can
23 provide them physically but has shown them in EXHIBIT AD as

1 evidence in accordance with the *Best Evidence Rule*, as stated
2 in the *Federal Rules of Evidence*, Rule 1002, and the *Idaho R.*
3 *Evid. 1002*.

4 5.40 Mr. Bass was presented with another four variants of the
5 backdated deed of trust, and a promissory note Carrington was
6 despite for Mr. Bass to sign with the date of 2012 and having
7 Carrington's name on the loan documents even though in 2012
8 they were not the servicer or the authorized agent for BoA
9 which these four were presented over the course of a few
10 months starting in 2021.

11 5.41 In addition to the four variations of documentation
12 related to backdating, one distinct partial promissory note
13 for \$7,392.91 was presented for signature in 2021, though
14 the papers were dated 2012.

15 5.42 Mr. Bass has no idea where the partial promissory note
16 seems from, nor was it made clear by Carrington or BoA where
17 those came from.

18 5.43 After 15 years, Mr. Bass had gone in reverse as far as how
19 much Mr. Bass owes compared to when Mr. Bass took out the
20 loan purportedly.

21 5.44 On the loan modification papers sent in April 2022, it had
22 a partial promissory note of \$14,390.38 with what appears to
23 be an additional \$1500 with no reason for it, Mr. Bass just

1 expected to accept it, or they would foreclose on his
2 property.

3 5.45 The amount in the backdated documents totaled \$150,101.91
4 for 2012, giving a \$3682 balance that only grew from 2008 to
5 2012 when the balance should have been closer to \$116,900,
6 which is \$33,201 off the expected balance of that time.

7 5.46 As of April 2022, Carrington was saying that Mr. Bass owed
8 \$129,541, which is approximately \$18,121 over what the
9 Amortization Schedule would have Mr. Bass estimated amount,
10 which should be at roughly \$111,420 if everything was to
11 have gone correct starting from 2008.

12 5.47 The notes erroneously included the name "Aimee Bass."
13 While her name was likely added due to our marital status at
14 the time of the original loan, it is inaccurate as she was
15 never a party to the loan, held any responsibility for it,
16 or had any claim to THE PROPERTY at any time. Her inclusion
17 in the documents was incorrect.

18 5.48 Carrington mortgage stressed the importance of getting a
19 fresh ink copy of the backdated promissory notes and deed of
20 trust for 2012 despite being in 2021.

21 5.49 Carrington felt it so necessary that Mr. Bass signed the
22 backdated paperwork that they were BRIBING Mr. Bass signed
23 the paperwork.

1 5.50 When Mr. Bass was finally exited from the forbearance
2 period, he was presented in 2022 with the mortgage
3 modification papers from Carrington, which was the loan
4 modification not signed referenced by Mr. Newell.

5 5.51 Carrington was pushing this new loan on Mr. Bass. All
6 urgency or interest in if the papers they were backdating to
7 2012 were signed at all. Carrington went from bribing Mr.
8 Bass into signing the backdated 2012 versions of paperwork
9 claimed to have been absolutely necessary to sign because
10 that is what the county needed, to skipping past that
11 purported requirement as long as I signed these new papers
12 as I exited the forbearance.

13 5.52 Carrington presented loan modification paperwork at the
14 end of Mr. Bass' forbearance period in which there was not
15 negotiations just a demand to sign them or be foreclosed on.

16 5.53 Carrington tacked on an additional \$1500 fee for doing the
17 paperwork on the loan modification. That is contrary to the
18 *CARES Act, 15 U.S. Code § 9056 sec. 4022 (c)(1)* "...no fees,
19 penalties, or interest (beyond the amounts scheduled or
20 calculated as if the borrower made all contractual payments
21 on time and in full under the terms of the mortgage
22 contract) charged to the borrower in connection with the
23 forbearance..."

1 5.54 Carrington in the refinance paperwork took a loan with 15
2 years left and reset the loan to 30 years again, gaining 15
3 more years of profiting at homeowner's expense.

4 5.55 Carrington has been found guilty of many violations of the
5 laws, as shown in EXHIBIT AG, which include the previous
6 accounts of actions.

7 5.56 Mr. Bass can provide a wet ink copy of the original loan,
8 which Carrington and BoA, by proxy, have attested to the
9 importance of having the original copy in every attempt to
10 have Mr. Bass sign backdated papers.

11 5.57 No original copy of the second note can be produced, which
12 Defendants have attested to in court.

13 5.58 Mr. Bass does have a wet ink copy of the last loan that he
14 knows to be correct and legally binding.

15 5.59 On or about October 2009, Defendant Bank purchased the
16 loan from the Original Bank.

17 5.60 Defendant Bank was required to correctly assign the
18 original loan to itself in connection with the loan purchase
19 from ZIONS, as shown in EXHIBIT Q and EXHIBIT AD on page 25.

20 5.61 In the original agreement shown in EXHIBIT AD on page 25,
21 the SERVICING DISCLOSURE STATEMENT was very clear about the
22 process and what to expect, which does not align with what
23 we saw happen. In that binding contract, it states:

1 "Transfer Practices and Requirements: If the servicing of
2 your loan is assigned, sold, or transferred to a new
3 servicer, you must be given written notice of that transfer.
4 The present loan servicer must send you notice in writing..."

5 5.62 12 *CFR 1024.33(a)* states that the expected way a loan
6 moves from one lender to another is "the servicing of the
7 mortgage loan may be assigned, sold, or transferred to any
8 other person..." which all avenues in the Federal Code do not
9 include or even indicate that it is ok to have an FHA backed
10 loan paid off within the first year by the borrower with
11 money that they borrowed from another lender in order to
12 facilitate a move of the loan.

13 5.63 It is repeatedly said that the borrower may not, under
14 penalty, use borrowed funds to secure an FHA loan.

15 5.64 The loan is still seen as an FHA loan.

16 5.65 BoA is claiming Mr. Bass committed a crime and that BoA
17 helped him to do so by knowingly giving him a loan for an
18 FHA back mortgage he already had.

19 5.66 BoA is claiming they helped Mr. Bass pay off that first
20 loan by opening up a second active loan presented as an FHA-
21 backed loan taken out by the first-time home buyer for the
22 second time, using that money to pay off the loan while taking
23 a loss.

1 5.67 However, instead of properly assigning the original loan,
2 Defendant Bank, without the knowledge or consent of Mr.
3 Bass, created a second deed of trust and promissory note,
4 effectively doubling Mr. Bass' debt.

5 5.68 BoA took over the loan on October 16th as per their
6 reporting to a third-party source of Experian to be shown in
7 Exhibits AF.

8 5.69 INSERT ZION'S ACCOUNTING OF THE SALE TO BoA – COMING SOON

9 5.70 In the agreement on the original loan shown in EXHIBIT AD
10 page 13, there is a requirement on reconveyance that notice
11 was to be sent, which, when BoA failed to do so, breached
12 the loan/contract that they had transferred to them.

13 5.71 Defendant Mr. Newell, in courtroom 2 in the Nez Perce
14 county district two on January 26th, 2023, at approximately
15 11:59 am, attested that they had no wet inked copy and
16 conceded that as a matter of fact.

17 5.72 The standard procedure when a lender sells loans to
18 another lender is to do an "assignment of deed of trust,"
19 and the trustor (borrower) gets noticed as they did in the
20 2012 assignment of deed per EXHIBIT Q.

21 5.73 For nearly a month, Mr. Bass was responsible for two
22 loans, each with a value of \$148,612, totaling \$297,224.

1 5.74 Mr. Bass attests that they would never have been able to
2 make payments on such an amount, nor was Mr. Bass ever made
3 aware that such a debt had been put upon him.

4 5.75 Mr. Bass could barely get approval for the first loan with
5 Zion's to purchase THE PROPERTY, so a second loan was
6 impossible.

7 5.76 Mr. Bass did not earn enough then to allow for two
8 \$148,612 loans, and BoA a year before had flatly rejected
9 Mr. Bass' first home loan application.

10 5.77 After a year's worth of payments on the loan, the second
11 loan BoA is saying Mr. Bass took out was for an amount that
12 somehow increased by +\$2196 from the original amount of
13 \$146,418 to \$148,612 with no explanations of why.

14 5.78 EXHIBIT AE shows that Amortization-Schedule for the loan
15 puts the change in the total amount owed down by -\$1678 for
16 the total of \$144,740, which makes sense as when you pay on
17 a loan, it shouldn't increase but decrease.

18 5.79 12 "The term 'amortizing loan' means a loan in which
19 payment of the periodic payments does not result in an
20 increase in the principal balance under the terms of the
21 legal obligation; the term 'negative amortization' means
22 payment of periodic payments that will result in an increase
23 in the principal balance under the terms of the legal

1 obligation; the term 'negative amortization loan' means a
2 loan, other than a reverse mortgage subject to § 1026.33,
3 that provides for a minimum periodic payment that covers
4 only a portion of the accrued interest, resulting in
5 negative amortization." *CFR 1026.18(s)(7)(v)*, The original
6 loan is shown in EXHIBIT AD pg. 19 not to be a negatively
7 amortized loan.

8 5.80 There was no guarantee that either of the active loans Mr.
9 Bass had been burdened with would be resolved without making
10 payments on both loans.

11 5.81 If another "account error" had occurred and the
12 reconveyance had not been done, Mr. Bass would have had no
13 proof that the first loan was paid off, exposing Mr. Bass to
14 financial injury.

15 5.82 Defendants have yet to have a third party verify the
16 source of the funds that paid off that first loan, as said
17 in the full reconveyance.

18 5.83 It is just as likely that the loan was paid off by a
19 benefactor as it is that BoA let Mr. Bass take out a loan to
20 pay Zions off so that he could see the amount owed increase
21 to his detriment.

22 5.84 A third party is required to prove that the funds that
23 were put up to pay off the first loan were not hidden in a

1 trick of accounting and technology where a lender takes in a
2 payment from a benefactor who pays off a loan and defuses
3 the amount of the transaction over a batch of other accounts
4 spanning a few years, adjusting the transaction by a few
5 pennies amount then regenerating past statements as needed
6 to cover a redirection of money and other one financial
7 tracks, which that whole scenario is just one of the many
8 possibilities in which Mr. Bass has seen in his past work
9 where he needed to add security features to systems and
10 software in efforts to thwart this abuse while at WSU and
11 other financial institutions.

12 5.85 As Zion's Bank and Land Title described, Mr. Bass, attests
13 to having witnessed and participated in what appeared to be
14 the everyday happening of a loan sold to another lender. Mr.
15 Bass was given notice that BoA was where Mr. Bass was to
16 make payments moving forward.

17 5.86 Mr. Bass has no recollection of signing anything only a
18 year later, after getting the loan, only that Mr. Bass was
19 upset over being sold off to a bank that had turned him down
20 before.

21 5.87 At no time does Mr. Bass recall signing any new paperwork
22 after the 2008 paperwork.

1 5.88 A third party is needed to clarify the accounting
2 questions in this proceeding. BoA has been proven not to be
3 upfront or forth telling and has been shown to have been
4 engaging in similar fraudulent activities. The main issue
5 needing the third party is to prove that there was no unjust
6 enrichment stemming from the extra ~~~\$150k~~ of future revenue
7 shown on paper which a bank would borrow against or use for
8 other financial gains. If, in the period where Mr. Bass was
9 unknowingly responsible for the two loans, there was any
10 gain that can be partly because of the value perceived on
11 having the extra income, they are being unjustly enriched.

12 5.89 BoA was fined \$4 billion for inflating their books through
13 various means.

14 5.90 "Evidence of a person's habit or an organization's routine
15 practice may be admitted to prove that on a particular
16 occasion the person or organization acted in accordance with
17 the habit or routine practice. The court may admit this
18 evidence regardless of whether it is corroborated or whether
19 there was an eyewitness." *Idaho R. Evid. 501*

20 5.91 EXHIBIT AA - a laundry list of offenses of exact same
21 nature shows a pattern of fraud.

22 5.92 *Idaho R. Evid. 702*. Testimony by Expert Witnesses.

1 5.92.1 A witness who is qualified as an expert by
2 knowledge, skill, experience, training, or education
3 may testify in the form of an opinion or otherwise if
4 the expert's scientific, technical, or other
5 specialized knowledge will help the trier of fact to
6 understand the evidence or to determine a fact in
7 issue.

8 5.93 EXHIBIT AC – Mr. Bass is an expert in the field needed to
9 show that the signatures are not valid.

10 5.93.1 "[T]he existence of [specific] intent must be
11 corroborated by objective facts. Specific intent, however,
12 can seldom be proven by direct evidence: [Intent] must be
13 proved by the reasonable inferences shown by the evidence
14 and the surrounding circumstances. If there are reasonable
15 inferences and sufficient circumstances then the issue of
16 intent becomes a question of fact for the jury." See *State*
17 *v. Green*, 861 P.2d 954, 961.

18 19 **VI. CAUSE OF ACTIONS**

20 **6.1 Arguments (Overview)**

21 6.1.1 In support of each of the following causes of action,
22 Mr. Bass expressly incorporates and restates all preceding
23 factual allegations and averments as if set forth in full

1 within each specific cause of action.

2 6.1.2 Mr. Bass respectfully requests that the Court reconsider
3 its OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE THE
4 SUMMONS AND COMPLAINT and ORDER ON MOTIONS FOR
5 RECONSIDERATION. The defendants' motion attempted to evade
6 its liability for its fraudulent behavior. Defendants
7 committed fraud by concealing the existence of a second
8 mortgage on the property, which put Mr. Bass at
9 significant risk had they failed to put out the
10 reconveyance. Defendants should not be rewarded for their
11 bad-faith actions.

12 6.1.3 Mr. Bass has established the essential elements of the
13 claim for fraud by showing that Defendants made a false
14 representation of a material fact with knowledge of its
15 falsity and with the intent to deceive Mr. Bass.
16 Defendants concealed the existence of the second mortgage
17 and its satisfaction. They continued to accept payments
18 from Mr. Bass for years until covid hit. The continuous
19 lies to keep the actions unnoticed and actions that are
20 out of the normal but hidden from sight are why Mr. Bass
21 was unaware of the second mortgage or conveyance. Mr. Bass
22 immediately started to dig once the defendant's behavior
23 differed from the norm. The defendants' conduct is

1 unconscionable and violates the principles of equity and
2 justice.

3 6.1.4 Defendants should not be allowed to keep the profits
4 they gained from their fraudulent behavior, as that would
5 be unjust enrichment. Mr. Bass has made payments on the
6 property since the loan started, but those payments would
7 and should not be considered a benefit to Defendants, as
8 it obtained the payments by fraud and perpetuated its
9 growth. The doctrine of unclean hands bars Defendants from
10 profiting from their wrongdoing.

11 6.1.5 Mr. Bass' interest in the property is superior to that
12 of the Defendants, as Mr. Bass' interests were
13 transplanted from one title lineage that was unclouded to
14 a new one with the second mortgage through fraud.
15 Defendant has unclean hands, as it concealed the second
16 mortgage by not following through with requirements to
17 send the paperwork to Mr. Bass despite it being said right
18 on the top of the letter. Still, the Defendants kept this
19 information from Mr. Bass and continued accepting property
20 payments. Mr. Bass is entitled to relief in equity, and
21 Defendants should be required to release the second
22 mortgage and convey the property to Mr. Bass free and
23 clear of any encumbrances as to keep it would be rewarded

1 for the fraudulent behaviors. Still, more reasons to
2 support Mr. Bass' requests will be further supported in
3 the coming read.

4 6.1.6 Exclusion of Information Beyond the Statute of
5 Limitations:

6 6.1.7 Mr. Bass asserts that any information regarding late
7 payments or adverse financial history older than the
8 applicable statute of limitations for credit reporting
9 should not be used against Mr. Bass in this matter. Under
10 Idaho law, the statute of limitations for reporting late
11 payments and other negative financial information on a
12 credit report is seven years (insert the correct duration
13 as per Idaho law).

14 6.1.8 Mr. Bass contends that once the statute of limitations
15 has expired, the negative information should no longer
16 have any bearing on Mr. Bass' financial standing or
17 ability to obtain credit. This is consistent with credit
18 reporting statutes, which aim to provide a fair and
19 accurate representation of an individual's
20 creditworthiness while allowing them to move on from past
21 financial mistakes.

22 6.1.9 Therefore, Mr. Bass respectfully requests that the Court
23 exclude and deem inadmissible any information regarding

1 late payments or negative financial history that is older
2 than the applicable statute of limitations for credit
3 reporting under Idaho law. This exclusion will ensure that
4 Mr. Bass' financial background is accurately and fairly
5 represented in this matter and will prevent Defendants
6 from using outdated information to undermine Mr. Bass'
7 claims or credibility.

8 6.1.10 The illegality of Borrowing money for a down payment on
9 Another Loan:

10 6.1.10.1 Mr. Bass asserts that under Idaho law and federal
11 lending regulations, it is generally prohibited to
12 borrow money for the purpose of making a down payment on
13 another loan. This prohibition is in place to ensure
14 responsible lending practices and to protect borrowers
15 from entering into unmanageable debt situations (see
16 *Truth in Lending Act, 15 U.S.C. § 1601 et seq.*;
17 *Regulation Z, 12 C.F.R. § 1026.1 et seq*).

18 6.1.10.2 In the present case, BoA alleges that Mr. Bass paid
19 off one loan with another loan and did so at a loss.
20 Such an action, if true, would be inconsistent with Mr.
21 Bass' best interests and raises questions about the
22 legality and propriety of the loan transaction.

23 6.1.10.3 Mr. Bass contends that this alleged loan

1 transaction, as described by BoA, is not only
2 counterintuitive but also potentially in violation of
3 lending regulations. By suggesting that Mr. Bass
4 willingly participated in such a transaction, BoA is
5 implying that Mr. Bass acted irrationally or with
6 disregard for their own financial well-being. This
7 argument is in line with the doctrine of
8 unconscionability, which prohibits the enforcement of
9 contract terms that are excessively one-sided or
10 oppressive (see *Idaho Code § 28-2-302*).

11 6.1.10.4 Mr. Bass respectfully requests that the Court
12 examine the legality of the loan transaction as
13 described by BoA in light of relevant lending laws and
14 doctrines. If the Court determines that the transaction
15 is in violation of lending regulations or contrary to
16 Mr. Bass' best interests, it should consider this
17 finding as further evidence supporting Mr. Bass' claims
18 and undermining BoA's position (see, e.g., *Williams v.*
19 *Walker-Thomas Furniture Co.*, 350 F.2d 445 (D.C. Cir.
20 1965)).

21 6.1.10.5 The original loan expressly stated that the
22 borrower, Mr. Bass, was to have used his own earned and
23 saved funds to put as a down payment, which is

1 inconsistent with using one loan to pay off another and
2 is shown in EXHIBIT AD pg. 4 and many other places.

3 **FIRST CAUSE OF ACTION (Fraudulent Misrepresentation)**

4 6.1.11 Defendants made a false representation of material
5 facts. BoA has met this element in multitudes but used
6 that ambiguity to mask their actions as a misdirection of
7 sorts. One example is the concealment of the LOFR.

8 6.1.12 The defendants knew the statement was false when
9 making it.

10 6.1.13 Defendants intended for Mr. Bass to rely on the false
11 statement.

12 6.1.14 Mr. Bass relied justifiably on the false statement.

13 6.1.15 Mr. Bass suffered damages due to their reliance on the
14 Defendants' false statement, in an amount to be proven at
15 trial.

16 **SECOND CAUSE OF ACTION (Fraud)**

17 6.1.16 Defendant Bank knowingly and intentionally created the
18 second deed of trust and promissory note with the intent
19 of deceiving Mr. Bass and avoiding the proper assignment
20 process to gain benefit for appearing to have more than
21 what was actually owed to BoA.

22 6.1.17 Mr. Bass reasonably relied on Defendant Bank's
23 representations regarding the status of the loan, unaware
24 of the unauthorized second deed of trust and promissory

1 note. When Mr. Bass expected the transfer as it was in the
2 loan papers, although he protested, and there was nothing
3 done that appeared to be out of line, Mr. Bass had no way
4 to signal to him that a costly investigation needed to be
5 done on his behalf.

6 6.1.18 As a direct and proximate result of Defendant Bank's
7 fraudulent actions, Mr. Bass has suffered damages in an
8 amount to be proven at trial.

9 **THIRD CAUSE OF ACTION (Negligent Misrepresentation)**

10 6.1.19 Defendant Bank negligently misrepresented the status
11 of Mr. Bass' loan, creating a second deed of trust and
12 promissory note without Mr. Bass' knowledge or consent and
13 without performing the proper assignment process.

14 6.1.20 Mr. Bass reasonably relied on Defendant Bank's
15 representations regarding the status of the loan, unaware
16 of the unauthorized second deed of trust and promissory
17 note.

18 6.1.21 As a direct and proximate result of Defendant Bank's
19 negligent misrepresentation, Mr. Bass has suffered damages
20 in an amount to be proven at trial.

21 **FOURTH CAUSE OF ACTION (Breach of Contract)**

22 6.1.22 A valid and enforceable contract existed between Mr.
23 Bass and Original Bank, which was transferred to Defendant
24 Bank upon the purchase of the loan.

1 6.1.23 Defendant Bank breached the terms of the contract by
2 creating a second deed of trust and promissory note
3 without the knowledge or consent of Mr. Bass and without
4 performing the proper assignment process.

5 6.1.24 As a direct and proximate result of Defendant Bank's
6 breach of contract, Mr. Bass has suffered damages at an
7 amount to be proven at trial.

8 **FIFTH CAUSE OF ACTION (Unjust Enrichment - payments)**

9 6.1.25 As a result of Defendant Bank's unauthorized creation
10 of the second deed of trust and promissory note and
11 subsequent actions, Defendant Bank has been unjustly
12 enriched at the expense of Mr. Bass.

13 6.1.26 Mr. Bass has conferred a benefit upon Defendant Bank
14 by providing capital to earn off as well as paying
15 additional interest and fees on the second loan, as well
16 as suffering damage to their credit and emotional
17 distress.

18 6.1.27 Defendant Bank has knowingly and willingly accepted
19 and retained this benefit under circumstances that make
20 it inequitable for Defendants to retain the benefit
21 without compensating Mr. Bass.

22 6.1.28 As a direct and proximate result of Defendant Bank's
23 unjust enrichment, Mr. Bass has suffered damages at an
24 amount to be proven at trial.

1 **SIXTH CAUSE OF ACTION (Declaratory Relief)**

2 6.1.29 An actual controversy has arisen and now exists
3 between Mr. Bass and Defendant concerning the validity
4 and enforceability of the second deed of trust and
5 promissory note.

6 6.1.30 Mr. Bass seeks a judicial determination and
7 declaration of the parties' rights and obligations under
8 the loan agreement and the second deed of trust and
9 promissory note, specifically declaring the second deed
10 of trust and promissory note to be void and
11 unenforceable.

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

13 6.1.31 Defendant Bank engaged in unfair and deceptive acts
14 or practices in the conduct of its business by creating
15 the unauthorized second deed of trust and promissory
16 note, executing a full reconveyance on the first note,
17 and attempting to have Mr. Bass sign a backdated new
18 promissory note.

19 6.1.32 Defendant Bank's actions violate Idaho's Consumer
20 Protection Act, which prohibits unfair and deceptive acts
21 or practices in the conduct of trade or commerce.

22 6.1.33 As a direct and proximate result of Defendant Bank's
23 violation of *Idaho's Consumer Protection Act*, Mr. Bass
24 has suffered damages in an amount to be proven at trial.

1 **EIGHTH CAUSE OF ACTION (Unjust Enrichment – deed)**

2 6.1.34 "Unjust enrichment occurs where a defendant receives a
3 benefit which would be inequitable to retain without
4 compensating Mr. Bass to the extent that retention is
5 unjust." *Vanderford v. Knudson*, 144 Idaho 547, 558 (Idaho
6 2007). "The substance of an action for unjust enrichment
7 lies in a promise, implied by law, that a party will
8 render to the person entitled thereto that which in
9 equity and good conscience belongs to the latter." *Smith*
10 *v. Smith*, 95 Idaho 477, 484, 511 P.2d 294, 301 (1973).
11 "The elements of unjust enrichment are that (1) a benefit
12 is conferred on the defendant by the plaintiff; (2)
13 Defendants appreciates the benefit; and (3) it would be
14 inequitable for the defendant to accept the benefit
15 without payment of the value of the benefit." *Teton Peaks*
16 *Inv. Co., LLC v. Ohme*, 146 Idaho 394, 398, 195 P.3d 1207,
17 1211 (2008) . As a direct and proximate result of
18 Defendant Bank's unjust enrichment, Mr. Bass has suffered
19 damages in an amount to be proven at trial.

20
21 **VII. PRAYER FOR RELIEF**

22 7.1 WHEREFORE, Mr. Bass prays for judgment against Defendants as
23 follows:

1 7.1.a. For actual damages in an amount to be determined at
2 trial, including but not limited to any costs and expenses
3 incurred in connection with this action; and
4 7.1.b. For statutory damages, if any, as allowed by law; and
5 7.1.c. For a declaratory judgment that Mr. Bass' property is
6 free and clear of any liens or encumbrances arising from
7 the actions of Defendants; and
8 7.1.d. For costs of this action, including reasonable
9 attorney's fees or the average cost of fees for
10 compensation of Mr. Bass' time and efforts, where possible
11 and the court would see fit and within the court's powers
12 to do so; and
13 7.1.e. For pre-/post-judgment interest as allowed by law; and
14 7.1.f. A temporary restraining order or preliminary injunction,
15 and permanent injunction enjoining Defendants, their
16 agents, servants, employees, and attorneys, and all persons
17 acting in concert or participation with them, from
18 proceeding with the sale of the Property scheduled for
19 March 31st, 2023, or later date; and
20 7.1.g. For an Order for Defendants to cover the costs and do
21 the work to reset Mr. Bass' credit to a perfect score, as
22 they are equipped to carry out the restoration with little
23 effort; and

1 7.1.h. For an Order for Defendants to cover costs and
2 facilitate any work needed to correct the tax implications,
3 issues, debts, and or losses from past returns that Mr.
4 Bass should have earned, which should be assessed and
5 calculated by an agreed upon third-party; and

6 7.1.i. Grant such other and further relief as the Court deems
7 just and proper; and

8 7.1.j. Mr. Bass preys that the American people will see orders
9 to hold all defendants further accountable. We should see
10 charges & appropriate indictments be taken against
11 Defendants for their actions; for someone to step in and
12 cure the bluntly inflicted injury to the American
13 population by yet another fraud. Mr. Bass preys to see a
14 similar cap in size, break up, and all top management and
15 C-suite are barred from the bank industry for life. Just
16 like Wells Fargo, they made fake accounts, and it appears
17 they were not the only ones. Like that disgraced bank, BoA
18 and subsidies should be hobbled as they are not worthy of
19 the power they hold now.

20 **VIII. Conclusion**

21 For the foregoing reasons, Mr. Bass respectfully requests
22 that the Court allow the case to be heard and plead in a trial.
23 Mr. Bass has suffered financial harm due to the Defendants'

1 fraudulent behavior, and Defendants should be held liable for
2 their conduct. Mr. Bass is entitled to the property free and
3 clear of any encumbrances and to damages for the harm suffered.
4

Dated this 24 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 Defendants on March 24th, 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

Postal: BANK OF AMERICA, N.A
C T CORPORATION SYSTEM
1555 W SHORELINE DR
STE 100
BOISE, ID 83702

Postal: CARRINGTON MORTGAGE SERVICES
C T CORPORATION SYSTEM
1555 W SHORELINE DR
STE 100
BOISE, ID 83702

Jeremy L. Bass
Plaintiff

Signature