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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.,
DOE I-X

Defendants.

Case No. CV35221875

**MOTION FOR MOTION
TO WAIVE BOND REQUIREMENT**

DEMAND FOR JURY

9
10 COMES NOW, the Plaintiff, Jeremy L. Bass, and respectfully moves this court to waive the
11 bond requirement for the temporary restraining order (TRO) issued in this case.

12 The *Idaho Rules of Civil Procedure 65(b)* provides that "the court shall require the party
13 seeking the restraining order to give a bond in such sum as the court deems proper, payable to
14 the adverse party, to the effect that the party so restrained shall not be injured by the order, and
15 that the adverse party shall be compensated for any loss or damage sustained by the reason of
16 the restraint if the court should finally determine that the restraint was wrongful or improper."

17 However, the Idaho rules also provide that a court may waive the bond requirement for
18 parties constrained in financial hardship. In this case, Plaintiff is constrained in financial
19 hardship and has no ability to post a bond. Requiring Plaintiff to post a bond would impose a
20 severe financial hardship on Plaintiff.

1 The Plaintiff has gone over hindrances from legal access and funding in the MOTION FOR
2 APPOINTMENT OF COUNSEL past filing, but at this moment selling anything he has is the only
3 mode of personal finance as he seeks stability, a bond would put undue stress on Mr. Bass. The
4 balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the
5 sale is allowed to proceed far outweighs any harm that the Defendants may suffer by delaying
6 and preventing the sale. A bond would have little effect one way or another to the defendants,
7 but greatly impact on the Plaintiffs ability to see this case be effectively litigated on his behalf
8 given the complexity of this matter.

9 Therefore, Plaintiff respectfully requests that this court waive the bond requirement for
10 the TRO issued in this case.

11
Dated this 30 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 30th, 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: Randall Szabo #10901
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

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _21_ day of __FEBRUARY__, 2023, before me, the undersigned Notary Public, personally appeared __Jeremy Bass__, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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