

Jeremy L. Bass, Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**SUPPLEMENTAL MOTION TO STRIKE
PLAINTIFFS' FILINGS FOR REPETITION,
SCANDALOUS CONTENT, AND OBSTRUCTION
OF JUSTICE**

ORAL ARGUMENT REQUESTED

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, and submits this *SUPPLEMENTAL MOTION TO STRIKE PLAINTIFFS' FILINGS FOR REPETITION, SCANDALOUS CONTENT, AND OBSTRUCTION OF JUSTICE* in opposition to *SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO DEFENDANT'S JEREMY BASS' MOTION FOR STAY AND MOTION TO WAIVE BOND* (filed January 14, 2025). Defendant respectfully moves this Court to strike the entirety of Plaintiffs' filing pursuant to *I.R.C.P. 12(f)* for its repetitive, immaterial, and scandalous content designed to distract from Plaintiffs' lack of substantive evidence and attempts to obstruct Defendant's access to justice. In support of this Motion, Defendant provides a line-by-line analysis and refutation of Plaintiffs' supplemental memorandum.

I. INTRODUCTION

Plaintiffs' Supplemental Memorandum ("Memorandum") is replete with repetitive, immaterial, and scandalous content, violating *Idaho Rule of Civil Procedure 12(f)*. The

Memorandum rehashes previously addressed arguments, introduces no new evidence, and fails to engage with Defendant's counterarguments. Instead, it relies on conclusory statements and inflammatory language, demonstrating a pattern of bad faith and abusive litigation tactics intended to obstruct justice and prejudice the Court against Defendant. This conduct, particularly within the limited timeframe before the hearing, further exacerbates the prejudice against Defendant as it strategically limits his ability to respond to such accusations within the rules.

Specifically, the timing and content of Plaintiffs' filing suggest an intentional effort to exploit procedural rules to their advantage. By submitting this Memorandum rife with repeated falsities and inflammatory accusations just days before the hearing, Plaintiffs are effectively denying Defendant the opportunity to seek sanctions under *I.R.C.P. 11* due to the 21-day safe harbor requirement. This is not the first time Plaintiffs have engaged in such tactics. Their pattern of making false and unsubstantiated statements throughout this litigation is a clear indication of their bad faith and intent to prejudice the Court..

II. REPETITIVE AND IMMATERIAL CONTENT

The Memorandum rehashes arguments and claims already made in prior filings, including:

1. Defendant has presented no admissible evidence refuting the Trustee's Deed and Plaintiffs' ownership of the property. This claim is identical to assertions in *Plaintiffs' Memorandum in Opposition to Motion for Stay* (November 27, 2024) and *Declaration of Counsel* (November 27, 2024).
2. Defendant occupies the property rent-free for his own financial benefit. This accusation is repeated from *Plaintiffs' Memorandum in Support of Summary Judgment* (October 22, 2024) and *Plaintiffs' Declaration of Counsel* (October 22, 2024).

3. Defendant's financial contributions are incidental and self-serving. This assertion mirrors claims in *Plaintiffs' Memorandum in Support of Summary Judgment* (October 22, 2024) and *Plaintiffs' Opposition to Stay* (November 27, 2024).

4. Defendant's request for stay and bond waiver is self-serving and lacks merit. This assertion duplicates claims in *Plaintiffs' Opposition to Motion for Stay* (November 27, 2024) and *Plaintiffs' Supplemental Filing* (December 15, 2024).

This repetition violates Rule 12(f), as the filing is redundant and immaterial, offering no new evidence or legal analysis.

III. SCANDALOUS AND PREJUDICIAL STATEMENTS

The Memorandum employs inflammatory and prejudicial language, including:

1. Accusing Defendant of "maneuvering" and acting for his "financial benefit" without evidentiary support.
2. Asserting Defendant has "profited from the present litigation" without substantiation.
3. Claiming Defendant's arguments are "without support" and based on "mere speculation or a scintilla of evidence."
4. Alleging Defendant "fails to present any evidence or new facts" and that the "record is otherwise devoid of any evidence to support his positions."

These statements are designed to prejudice the Court against Defendant and distract from Plaintiff's own misconduct, including potential fraudulent practices in the trustee's sale which the Defendant has submitted multiple exhibits of evidence and even by their own affidavit.

IV. ARGUMENT FOR STRIKING PLAINTIFFS' FILING

- A. Repetitive and Immaterial Content

1 Plaintiffs' supplemental memorandum rehashes arguments and claims already made in
2 prior filings without introducing new evidence or addressing Defendant's counterarguments. This
3 violates *I.R.C.P. 12(f)* as the filing is redundant and immaterial.

4 B. Scandalous and Prejudicial Statements

5 Plaintiffs employ inflammatory language, such as accusing Defendant of "maneuvering"
6 and acting for "financial benefit," without evidentiary support. These statements are designed to
7 prejudice the Court against Defendant and distract from Plaintiffs' own misconduct.

8 C. Speculative Injuries and Lease Validity

9 Plaintiffs' claims of financial harm are speculative. The existing lease with Mr. Pike ensures
10 Plaintiffs are not financially disadvantaged, and Plaintiffs' arguments rely on future litigation
11 outcomes that are not guaranteed.

12 D. Obstruction of Justice

13 By relying on repetition and mischaracterizations, Plaintiffs seek to create procedural and
14 financial barriers to Defendant's ability to defend his property rights. This strategy is an abuse of
15 the judicial process and undermines the principles of fairness and equity.

16 **V. GROUNDS FOR RELIEF UNDER 42 U.S.C. § 1983**

17 1. Scandalous and Irrelevant Statements in Plaintiffs' Filings

18 Plaintiffs' filings contain statements that are immaterial, inflammatory, and scandalous,
19 including but not limited to:

- 20 a. Allegations that Defendant occupies the property "rent-free" while pursuing legal
21 actions for financial gain.
22 b. Assertions that Defendant manipulates the legal process to "avoid paying rent or
23 a mortgage payment."

- c. Personal attacks on Defendant's motives and character, alleging vexatious litigation without any evidentiary basis.
- d. Statements implying that Defendant's actions constitute "self-serving requests" without recognizing the necessity of these actions to protect Defendant's rights and property.

These statements serve no legitimate purpose in advancing Plaintiffs' claims and are intended solely to prejudice the Court against the Defendant. Such conduct violates *I.R.C.P. 12(f)*, which permits the striking of any "redundant, immaterial, impertinent, or scandalous matter."

2. Violations of Idaho Rules of Professional Conduct

Opposing counsel's submissions demonstrate a clear pattern of misconduct, including violations of:

- a. **I.R.P.C. 3.3(a)(1)**: Failing to ensure factual accuracy in submissions to the Court.
- b. **I.R.P.C. 3.4(e)**: Introducing irrelevant and inflammatory content into filings
- c. **I.R.P.C. 4.3**: Exploiting the pro se status of Defendant without ensuring fairness in the proceedings.
- d. **I.R.P.C. 8.4(d)**: Engaging in conduct prejudicial to the administration of justice.

VI. REQUEST FOR JUDICIAL ADMONISHMENT

The gravity of counsel's conduct necessitates judicial intervention to ensure the integrity of these proceedings. Defendant respectfully requests that this Court admonish counsel and implement oversight mechanisms to prevent further exploitation of the Defendant's pro se status.

VII. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully requests that this Court:

1. **STRIKE** Plaintiffs' Supplemental Memorandum in its entirety pursuant to I.R.C.P. 12(f);

Jeremy L. Bass, Perforce Pro Se
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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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DPW ENTERPRISES LLC and MOUNTAIN PRIME
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v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
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Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF
MOTION TO STAY AND REGARDING COUNSEL'S
PROFESSIONAL MISCONDUCT**

ORAL ARGUMENT REQUESTED

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

I, Jeremy L. Bass, being first duly sworn upon oath and under penalty of perjury, do hereby
depose, testify, and aver as follows:

I. PRELIMINARY ATTESTATION REGARDING COUNSEL'S CONDUCT

This lawyer's abandonment of professionalism is a blatant display of his intent to exploit
the defendant's lack of counsel, twisting the pursuit of justice into a weapon. He has cast aside
not only the obligations of his profession but also any semblance of sporting conduct, ignoring
the ethical duty to ensure a fair fight. This isn't just about winning; it's about unethical conduct
that preys on the defendant's vulnerability and desire for legal protection.

1 He manipulates the system for his own gain, revealing a disappointing lack of skill that
2 belies his supposed expertise – the kind of micro-aggression one might expect from someone who
3 needs an unfair advantage to compensate for other shortcomings.

4 His actions, so blatantly wrong, betray either a flagrant disregard for his ethical
5 obligations or a deep-seated incompetence that renders him unfit to practice law. This isn't
6 justice; it's a perversion of it, orchestrated by someone who seems to have forgotten what it
7 means to be a man, let alone an officer of the court. A man who, perhaps, struggles to command
8 respect in other areas of his life, resorting to such petty tactics to assert his dominance over a
9 perforce pro se litigant.

10 Counsel's refusal to make outright accusations while insinuating that I am "stealing" or
11 acting as a "vexatious litigant" demonstrates his intent to defame under the guise of plausible
12 deniability. Such tactics betray a fundamental lack of respect for this Court, the judicial process,
13 and the obligations of his profession.

14 I will not mince words: these actions are criminal. They are intended to strip me of the
15 protections of law and dignity, exploiting my vulnerability as a litigant without counsel. Unlike
16 counsel, I stand by my statements fully, without the cowardice of implication. I assert that
17 Plaintiffs and their counsel have engaged in acts that breach both ethical and legal boundaries,
18 and I do so with full accountability and without equivocation.

19 This is not merely a case of procedural misconduct. It is a calculated and malicious
20 campaign to deny me my rights, orchestrated by an individual who seems more concerned with
21 personal gain than with the pursuit of justice. These actions undermine the very foundation of our
22 legal system.

23 **II. DOCUMENTATION OF FINANCIAL OBLIGATIONS AND EXPENDITURES**

24 **A. Current Living Arrangements and Associated Costs**

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
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Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

AFFIDAVIT OF MELISSA JEAN GUNSCH

ORAL ARGUMENT REQUESTED

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

1 I, Melissa Jean Gunsch, being first duly sworn upon oath and under penalty of perjury, do
2 hereby depose, testify, and aver as follows:

3 1. Personal Background:

4 a. My name is Mellisa Jean Gunsch, and I reside at 2933 Magnolia ST. APT 102, located
5 in Lewiston, Idaho.

6 b. I am over the age of 18 and competent to testify to the matters set forth herein
7 based on my personal knowledge.

8 2. Agreement with Jeremy L. Bass:

9 a. Since February 2024, I have allowed Jeremy L. Bass to reside at my place of
10 residence temporarily;

- 1 b. As part of our agreement, Mr. Bass has paid me \$875 per month.
- 2 3. Services Provided to Jeremy L. Bass:
- 3 a. In exchange for the monthly payments, Mr. Bass is allowed to store as much of his
- 4 personal property as possible at my residence
- 5 b. The arrangement includes access to space within my residence for storage and
- 6 basic living accommodations.
- 7 4. Verification of Payments:
- 8 a. Mr. Bass has consistently paid the agreed-upon amount of \$875 per month on
- 9 time since February 2024;
- 10 b. To my knowledge, these payments have been made without interruption.
- 11 5. Affirmation:
- 12 a. I make this affidavit in support of Mr. Bass's legal proceedings to confirm the
- 13 accuracy of these facts;
- 14 b. I attest that the statements herein are true and correct to the best of my
- 15 knowledge and belief.

16 FURTHER YOUR AFFIANT SAYETH NAUGHT.

Dated this 17th day of January 2025.

Respectfully submitted,

Melissa Jean Gunsch

Melissa Jean Gunsch

Signature

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***AFFIDAVIT OF MELISSA JEAN GUNSCH*** to Plaintiffs and Co-Defendant's counsel on January 17th, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
---	--

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

Melissa Jean Gunsch, being sworn, deposes and says:

That the party is the Defendant-Appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Melissa Jean Gunsch Signature

Subscribed and Sworn to before me this 17th, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

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ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 17th day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. 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: _____

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
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Quantum.J.L.Bass@RAWdeal.io

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**DEFENDANT'S MEMORANDUM IN OPPOSITION
TO PLAINTIFFS' SUPPLEMENTAL
MEMORANDUM AND IN SUPPORT OF MOTION
FOR STAY**

ORAL ARGUMENT REQUESTED

I. INTRODUCTION

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, and submits this Memorandum in Opposition to Plaintiffs' submits this Memorandum opposing Plaintiffs' Supplemental Memorandum and supporting his Motion for Stay. Plaintiffs' arguments are riddled with misrepresentations and immaterial claims, underscoring the need for a stay and the waiver of any bond requirements.

II. REFUTATION OF PLAINTIFFS' CLAIMS

1. Mischaracterization of Occupancy and Contributions

- a. Plaintiffs falsely portray Defendant as occupying the property without expense, ignoring documented monthly contributions of \$875 toward rent and maintenance costs.

b. Plaintiffs omit that the upper property is uninhabitable, lacking essential utilities, which was stated clearly for them in previous hearings only further undermining their claims of enrichment.

2. Misapplication of Unjust Enrichment Doctrine

a. Plaintiffs misapply Idaho law, dismissing Defendant's property maintenance efforts as "incidental benefits." These efforts, which directly preserve the property's value, benefit Plaintiffs beyond incidental gain, as they prevent further injury to the tenant.

b. Defendant has and continues to reserve the right to seek restitution for all documented property-related expenses should Plaintiffs ultimately prevail.

III. LEGAL AND EQUITABLE GROUNDS FOR STAY AND WAIVER

1. Financial Hardship

a. Defendant incurs monthly expenses that are above "everyday costs of living that Defendant would incur in any living situation" detailed in his affidavit and previous filings.

b. Requiring a bond imposes undue financial hardship, effectively barring Defendant from pursuing his appellate rights.

2. Negligible Risk to Plaintiffs

a. Plaintiffs acquired the property at a fraction of its assessed value and face no imminent financial harm during the appeal.

b. Defendant's consistent maintenance of the property ensures it retains its value, safeguarding Plaintiffs' interests.

3. Public Policy and Fairness

- a. Denying a stay undermines equitable access to appellate review, disproportionately penalizing a pro se litigant.
- b. Plaintiffs' efforts to discredit Defendant aim to obscure scrutiny of potentially irregular foreclosure practices, a matter of significant public interest.

IV. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully prays that this Honorable Court:

1. GRANT Defendant's Motion for Stay in its entirety;
2. WAIVE any bond requirement, or in the alternative, impose a nominal bond amount;
3. STRIKE all prejudicial and unsupported statements contained within Plaintiffs' filings; and
4. GRANT such other and further relief, both general and special, at law or in equity, to which Defendant may show itself justly entitled.

Dated this 17th day of January 2025.
Respectfully submitted,
Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFFS' SUPPLEMENTAL MEMORANDUM AND IN SUPPORT OF MOTION FOR STAY*** to Plaintiffs and Co-Defendant's counsel on January 17th, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766

Email: lewis@hwmlawfirm.com

Postal: Halliday, Watkins & Mann, P.C.

376 E 400 S, STE 300

Salt Lake City, UT 84111-2906

[✓]

$$\left[\begin{array}{c} \\ \end{array} \right]$$

Ken Nagy - Idaho Legal Aid Services, Inc.

Counsel for Dwayne Pike

Email: kennagy@idaholegalaid.org

[✓]

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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

AMENDED NOTICE OF APPEAL

ORAL ARGUMENT REQUESTED

**TO: THE ABOVE-NAMED PLAINTIFFS, DPW ENTERPRISES LLC and MOUNTAIN PRIME 2018 LLC, and
THEIR ATTORNEYS, LEWIS N. STODDARD, AND THE CLERK OF THE DISTRICT COURT OF THE SECOND
JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE:**

NOTICE IS HEREBY GIVEN THAT:

1. **APPELLANT:** The above-named Appellant, Defendant Jeremy L. Bass, perforce pro se,
appeals against the above-named Respondents, Plaintiffs, DPW ENTERPRISES LLC and
MOUNTAIN PRIME 2018 LLC, to the Idaho Supreme Court from:
 - The *Order Denying Defendant's Motion for Reconsideration*, entered on
December 16th, 2024;
 - The *Judgment Re: Jeremy Bass*, entered on December 16th, 2024;
 - The *Memorandum Opinion and Order on Plaintiffs' Motion for Summary
Judgment*, entered on November 5th, 2024; and

- The *Opinion and Order on Motion to Dismiss and Strike Summons and Complaint*, entered on October 18th, 2024,
in the above-entitled action, the Honorable Michelle M. Evans presiding.

2. JURISDICTIONAL STATEMENT:

- Appellant has the right to appeal to the Idaho Supreme Court pursuant to *Idaho Appellate Rules 11(a)(1)* and *17*.
- The orders described in paragraph 1 above are appealable as:
 - o The District Court has entered its *Judgment Re: Jeremy Bass* on December 16th, 2024, accompanied by an *express Rule 54(b) Certificate* wherein the Honorable Michelle M. Evans certified that *"there is no just reason for the delay of the entry of a final judgment and that the Court has as does hereby direct that the above judgment or order shall be a final judgment upon which an appeal may be taken"*;
 - o Said Judgment constitutes a final judgment within the meaning of *Idaho Rule of Civil Procedure 54(b)* and *Idaho Appellate Rule 11(a)(1)*, having fully adjudicated all claims between Plaintiffs-Respondents and Defendant-Appellant Jeremy L. Bass;
 - o The antecedent interlocutory orders, including the *Memorandum Opinion and Order on Plaintiffs' Motion for Summary Judgment* entered November 5th, 2024, and the *Opinion and Order on Motion to Dismiss and Strike Summons and Complaint* entered October 18th, 2024, merge into and become appealable upon entry of the final judgment pursuant to established Idaho appellate jurisprudence.

- This *Notice of Appeal* is timely filed within forty-two (42) days from entry of the final judgment and *Rule 54(b) Certificate* as prescribed by *Idaho Appellate Rule 14(a)*.

3. PRELIMINARY STATEMENT OF ISSUES ON APPEAL:

Appellant intends to assert the following issues on appeal, without prejudice to assert additional issues as prescribed by *I.A.R. 17(f)*.

- WHETHER the District Court erred in its application of *Idaho Code § 45-1508* by:
 - o Misapplying the statutory protections afforded to bona fide purchasers in the context of substantive defects that void a foreclosure sale *ab initio*;
 - o Failing to distinguish between procedural deficiencies and substantive defects as established in *Baker v. Nationstar Mortg., LLC*;
 - o Misinterpreting the scope of statutory protections in instances of alleged auction irregularities.
- WHETHER the District Court's evidentiary determinations constitute reversible error regarding:
 - o The adequacy of circumstantial evidence pertaining to pre-printed checks matching auction bids;
 - o Documentary evidence and testimony alleging pre-coordinated bidding practices;
 - o Video evidence demonstrating auction irregularities and procedural deficiencies, with plaintiffs actively on the phone and being well informed the whole time.

- WHETHER the District Court erred in its application of *Idaho Rule of Civil Procedure 10(c)* by:
 - o Declining to consider Defendant's Filings **Sections C, D, and E**, submitted on October 21st, 2024;
 - o Failing to incorporate explicitly referenced materials in the ***Motion for Reconsideration***.
- WHETHER the District Court's dismissal of evidence pertaining to trustee misconduct and auction irregularities constitutes an abuse of discretion under ***Idaho Code § 45-1506***.

(Note: The appellant reserves the right to assert additional issues on appeal.)

4. **SEALED RECORD:** No part of the record has been sealed.

5. **REPORTER'S TRANSCRIPT:**

- [✓] The appellant requests the preparation of the reporter's standard transcript as defined in ***Rule 25(c), I.A.R.*** in [✓] hard copy [✓] electronic format.
- The following proceedings are requested:
 - o Status Conference held on September 17th, 2024.
 - o Hearing on the ***Motion for Dismissal*** held on October 8th, 2024.
 - o Hearing on the ***Motion for Summary Judgment*** held on October 22nd, 2024.
 - o Hearing on the ***Defendant's Motion for Reconsideration*** held on December 6th, 2024;
- All other proceedings that may have occurred that is not already enumerated.

6. CLERK'S RECORD:

In addition to the standard record automatically included under *I.A.R. 28*, Appellant requests the following documents be included in the clerk's record:

- The appellant designates that the clerk's record shall include all pleadings, motions, memorandums, exhibits, affidavits, sur-replies and all other documents filed in the trial court, including:
 - o Defendant's Filings **Sections C, D, and E** (submitted October 21st, 2024);
 - o All video, audio, image, and text evidence submitted regarding auction proceedings;
 - o All affidavits and exhibits attached to any motions or responses;
 - o All correspondence regarding trustee conduct and auction procedures;
 - o Documentation pertaining to pre-printed checks and auction participation.

This designation is made to ensure that all filed documents, including those not accepted by the court, are reviewed by the appellate court.

7. EXHIBITS:

- The appellant requests the inclusion of all exhibits, charts, pictures and all forms offered or admitted as evidence during trial or hearings.

8. CERTIFICATION OF APPELLANT:

I, JEREMY L. BASS, hereby certify:

- [✓] That service of this Notice of Appeal has been made upon each reporter from whom a transcript has been requested, as named below at the address set out below:

NAME: Linda Carlton

NAME: Nancy Towler

ADDRESS: lcarltonreporting@gmail.com ADDRESS: nancytowler@yahoo.com

- [✓] That the clerk of the district court has been paid the estimated fee of \$490 for preparation of the reporter's transcript;
- [✓] That the estimated fee for preparation of the clerk's record has been [or will be] paid upon receipt of such estimate;
- [] The appellant is exempt from paying the estimated fees for preparation of the transcript and record due to financial reasons stated in the accompanying affidavit;
- [✓] All appellate filing fees have been paid; and
- [✓] Service has been made upon all parties required pursuant to *Rule 20, I.A.R.*

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***AMENDED NOTICE OF APPEAL*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766

Email: lewis@hwmlawfirm.com [✓]

Postal: Halliday, Watkins & Mann, P.C. []

376 E 400 S, STE 300

Salt Lake City, UT 84111-2906

Ken Nagy - Idaho Legal Aid Services, Inc.

Counsel for Dwayne Pike

Email: kennagy@idaholegalaid.org [✓]

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Residing at _____ Commission Expires: _____

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

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

Residing at _____ Commission Expires: _____

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
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Ph: 208-549-9584
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Docket No. 52552-2024

Case No. CV35-24-1063

**MOTION TO STAY JUDGMENT
PENDING APPEAL**

ORAL ARGUMENT REQUESTED

TO THE HONORABLE COURT:

COMES NOW the Defendant, Jeremy L. Bass, perforce pro se, pursuant to *Idaho Rule of Civil Procedure 62(d)* and *Idaho Appellate Rule 13(b)*, and respectfully moves this Court for an order staying the judgment entered on December 16, 2024, pending the resolution of the appeal filed in this matter. In support of this motion, the Defendant states as follows:

I. Introduction

The judgment entered in this case, which grants the Plaintiffs possession of the property located at 1515 21st Avenue, Lewiston, ID, will cause irreparable harm to the Defendant if enforced prior to the appellate court's determination. This motion seeks to preserve the status quo to avoid undue hardship and to protect the rights of all parties while the appeal is resolved.

II. Basis for the Motion

A. Legal Standard:

Under *Idaho Rule of Civil Procedure 62(d)*, the court may grant a stay of judgment pending appeal to prevent irreparable harm, provided the motion is supported by sufficient cause. Additionally, Idaho courts recognize that such stays are essential to ensure the meaningful exercise of appellate rights.

B. Irreparable Harm:

Enforcement of the judgment would result in:

1. The immediate loss of Defendant's property;
2. Significant disruption to Defendant's tenant, whose lease rights are also at stake and the defendant is the only one fulfilling the requirements of the lease;
3. Forfeiture of approximately \$400,000 in equity, which cannot be recovered through monetary damages.

C. Likelihood of Success on the Merits:

The appeal raises substantial and unresolved questions of law, including:

1. Whether the Plaintiffs' status as bona fide purchasers shields them from allegations of substantive defects in the foreclosure sale.
2. Whether pre-auction coordination between the trustee and Plaintiffs invalidates the sale under Idaho Code §45-1506.
3. Whether procedural accommodations for pro se litigants were improperly denied, affecting the fairness of the proceedings.

These issues involve significant statutory interpretation and procedural fairness, which the appellate court must address to clarify Idaho law.

D. Balance of Harms:

The harm to Defendant from enforcing the judgment far outweighs any potential harm to

Plaintiffs. Plaintiffs have held title to the property for months without possession and face no imminent harm. In contrast, Defendant faces homelessness, financial ruin, and the disruption of his tenant's rights if the judgment is enforced.

E. **Public Interest:**

Granting a stay aligns with the public interest by:

1. Preserving fairness in judicial processes;
2. Protecting vulnerable parties and significant property rights;
3. Ensuring the integrity of Idaho's foreclosure statutes pending appellate review.

III. Relief Requested

Defendant respectfully requests that this Court:

1. Grant a stay of the judgment entered on December 16th, 2024, pending the resolution of the appeal.
2. Waive the requirement for a supersedeas bond, or in the alternative, set a nominal bond amount consistent with Defendant's financial circumstances and the equitable principles of Idaho law.
3. Grant such other relief as this Court deems just and proper.

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION TO STAY JUDGMENT PENDING APPEAL*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
---	--

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

Jeremy L. Bass, being sworn, deposes and says:

That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 2nd day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. 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: _____

Jeremy L. Bass, *Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**AFFIDAVIT OF JEREMY L. BASS
IN SUPPORT OF MOTION TO STAY**

ORAL ARGUMENT REQUESTED

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

I, Jeremy L. Bass, being first duly sworn upon oath and under penalty of perjury, do hereby
depose, testify, and aver as follows:

I. Personal Background

1. Your Affiant is the Defendant-Appellant in the above-captioned matter and maintains my
primary residence at 1515 21st Avenue, Lewiston, Idaho (hereinafter "Subject Property"), said
property representing a substantial personal and financial investment, the preservation of
which forms the basis of the instant motion.
2. Your Affiant has been compelled to proceed *perforce pro se* in the instant matter due to
circumstances beyond my control and wholly unrelated to financial capacity or diligent effort
to obtain counsel, as more fully set forth herein:

- a. Between January 2022 and December 2024, Your Affiant contacted in excess of one hundred twenty (120) law firms in Idaho, Washington, and Oregon, none of which were able to undertake representation. The grounds for declination included, inter alia:
 - i. Conflicts of interest, constituting the majority of responses;
 - ii. Lack of requisite expertise in the relevant areas of law;
 - iii. Excessive existing caseloads precluding acceptance of new matters.
- b. It is hereby specifically averred that no firm or legal professional cited any deficiency in the merit or legal foundation of Your Affiant's position.
- c. On 2022-03-03, in documented email correspondence, Joanna McFarland rendered assistance in attempting to secure representation, including provision of a comprehensive roster of attorneys practicing statewide.
- d. About 2024-03-05, Mr. Nathan Rudd of the Nez Perce County Prosecutor's Office, having been appraised of all pertinent details, advised Your Affiant to maintain possession of the Subject Property pending their office's review of the matter, specifically noting their inability to take action absent receipt of a properly filed case.
- e. Notwithstanding repeated attempts, Your Affiant received rejection notices from:
 - i. The Idaho Volunteer Lawyers Program.
 - ii. Idaho State Legal Aid, which erroneously cited a conflict of interest, was later acknowledged as a mistake in October 2024 by Mr. Naggy.
- f. Inquiries directed to the Idaho State Bar and the University of Idaho Law School yielded no viable alternatives for representation.
- g. It is understood that most described my plight as unimaginable. However, this has not been a fabricated situation; I am genuinely forced to undertake my defense without professional legal assistance.

- h. The circumstances compelling Your Affiant's self-representation have been subject to mischaracterization, notwithstanding demonstrable efforts to comply with all applicable legal processes and preserve property rights.

II. FINANCIAL CONSIDERATIONS AND PROPERTY MAINTENANCE

- 1. Ongoing Property Maintenance Obligations:
 - a. Your Affiant has maintained comprehensive financial responsibility for the Subject Property, including:
 - i. Annual property tax obligations totaling \$2,500.00;
 - ii. Homeowner's insurance premiums of \$2,200.00 per annum;
 - iii. Monthly utility obligations pursuant to existing lease agreements:
 - Water/Sewer/Waste Management: ~\$250.00
 - Internet services: ~\$120.00
 - Electric/Gas Services: ~\$250.00
 - iv. Property maintenance and services averaging ~\$500.00 monthly
- 2. Income Impairment
 - a. Rental income from Subject Property has been materially diminished, as evidenced by:
 - i. Contractual lease provisions specify a monthly rent of \$700.00;
 - ii. Current direct tenant remittance: approximating \$200.00 monthly;
 - iii. The Idaho Housing and Finance Association (hereinafter "IHFA") subsidy payment, approximating Five Hundred Dollars (\$500.00) monthly, has been redirected to Plaintiffs-Respondents pursuant to IHFA's unilateral determination, said redirection occurring without prior judicial intervention and resulting in material prejudice to Your Affiant's financial position.

- This redirection has created a significant financial shortfall, which Your Affiant has been compelled to cover personally to maintain the property, fulfill lease obligations, and minimize potential damages.

3. Cost of Legal Defense and Property Preservation

a. Cost of tools to help even the playing field:

- i. Lexus Nexus: ~\$800 monthly

b. Property preservation measures:

- i. 3 storage units to house as much of my personal property as I can
 - Unit 1 \$100 monthly
 - Unit 2 \$145 monthly
 - Unit 3 \$275 monthly

4. Supersedeas Bond Considerations

a. The imposition of a supersedeas bond requirement would create substantial inequities, specifically:

- i. Plaintiffs-Respondents maintain multiple avenues for complete financial recovery, including:
 - Direct actions against trustee for procedural deficiencies
 - Claims against loan servicer for administrative irregularities
 - Remedies against lending institutions for documentation defects
 - Indemnification from various involved parties
 - Standard industry risk mitigation mechanisms
- ii. Your Affiant faces irreparable harm absent stay:
 - Displaced of primary residence during this process
 - Forfeiture of approximately \$400,000.00 in accrued equity

- Disruption of existing tenancy obligations only your Affiant has ensured has been protected so far
 - Inability to recover damages through alternative remedies
- b. These expenses, in conjunction with the diminution of rental income, have created undue hardship and exemplify the inequities inherent in requiring a supersedeas bond in the instant case. Specifically:
- i. While posting of a supersedeas bond is not categorically impossible, the totality of circumstances demonstrates that such a requirement would constitute an unjust and punitive barrier to the exercise of appellate rights.
 - ii. Plaintiffs-Respondents face no actual financial loss regardless of the ultimate disposition of this matter, as they maintain multiple avenues for recovery of their bid amount through the trustee, servicer, or banking institution as they see fit to.
 - iii. Conversely, Your Affiant lacks any avenue for relief or compensation regarding the divestment of personal real property and substantial equity therein, particularly when compared to Plaintiffs-Respondents' nominal bid price.
 - iv. Any fair assessment of the bond requirement would balance these inequities, suggesting either that Plaintiffs should post a supersedeas bond or that I should, in fairness, be required to post a negative bond amount to reflect the disparity.
- c. Imposing a bond on top of the involuntary losses already inflicted would:
- i. Unduly burden my ability to maintain the property and fulfill lease obligations.

- ii. Make it extremely difficult to pursue this appeal to its proper conclusion, thereby achieving the Plaintiffs' goal of prejudicing me and obstructing my equal access to justice.
- iii. Allow Plaintiffs to unfairly benefit from unjust enrichment during the proceedings, turning a bond requirement into an unfairly punitive measure against me.

III. Contributions to Plaintiffs' Interests

1. By covering all property-related costs, Your Affiant has ensured that the property remains in good condition as it was at the time of the auction, preserving its value and preventing any potential harm to Plaintiffs' interests. This includes maintaining the rights and living conditions of the tenant.
2. In the event Plaintiffs prevail, they shall acquire a well-maintained property without incurring additional costs, further demonstrating the absence of financial risk during the pendency of this appeal.

IV. Harm to Defendant Absent a Stay

If a stay is not granted, the harms suffered are not only personal but also financial, as the loss of the property would leave your Affiant without their home or a means of recouping their investment. Absent a stay of proceedings, your Affiant will suffer immediate and irreparable injury, loss, and damage, including but not limited to:

- a. dispossession from Your Affiant primary residence;
- b. forfeiture of substantial equity without adequate remedy at law, approximately \$400,000 in equity, which cannot be recovered through monetary damages;
- c. Disruption to the tenant's rights and the risk of potential legal actions arising from their displacement.

V. Request for Equitable Relief

1. I respectfully request that the Court grant the Motion to Stay Judgment Pending Appeal to protect my property and financial interests while allowing the appeal to proceed.
2. I further request that the Court waive the supersedeas bond requirement or, alternatively, set a nominal bond amount that reflects the minimal risk to Plaintiffs and my financial circumstances.

WHEREFORE, your Affiant respectfully prays that this Honorable Court:

1. GRANT the Motion to Stay Judgment Pending Appeal;
2. WAIVE the supersedeas bond requirement or, in the alternative, set a nominal bond amount commensurate with the demonstrable absence of risk to Plaintiffs- Respondents; and
3. GRANT such other and further relief as this Court deems just and proper under the circumstances.

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF MOTION TO STAY*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
---	--

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

Jeremy L. Bass, being sworn, deposes and says:

That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

=====

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 2nd day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. 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: _____

Jeremy L. Bass, Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT
OF MOTION TO STAY**

ORAL ARGUMENT REQUESTED

I. INTRODUCTION

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, submits this *Memorandum in Support of Motion to Stay*. This Court entered judgment against Defendant on December 16th, 2024, ordering enforcement against his property located at 1515 21st Avenue, Lewiston, Idaho. Defendant has filed a timely *Notice of Appeal* and now seeks a stay of enforcement pending appellate review pursuant to *Idaho Rule of Civil Procedure 62(d)* and *Idaho Appellate Rule 13(b)*.

II. LEGAL STANDARD

Under *Idaho Rule of Civil Procedure 62(d)*, the Court has the authority to stay the enforcement of a judgment pending appeal. *Idaho Appellate Rule 13(b)* further provides that a stay may be granted under such terms and conditions as the Court deems just. When determining whether to grant a stay, courts consider:

1. The likelihood of success on appeal;
2. The threat of irreparable harm to the movant if a stay is not granted;
3. The potential harm to the opposing party from granting the stay; and
4. The public interest.

III. ARGUMENT

1. Substantial Questions Are Raised on Appeal

The appeal raises significant legal questions concerning the validity of the foreclosure sale and compliance with Idaho Code §45-1508. Defendant's appeal challenges:

- a. Procedural irregularities and potential collusion at the trustee's sale, including pre-printed bid checks and improper notice;
- b. The failure of the foreclosure process to meet statutory and constitutional requirements, which voids the Plaintiffs' claim to the property; and
- c. The lack of bona fide purchaser protections due to substantive defects in the foreclosure sale process.

These issues are non-frivolous and warrant careful appellate review to ensure the fairness and integrity of Idaho's foreclosure system.

2. Irreparable Harm to Defendant

Absent a stay, Defendant will face:

- a. Immediate eviction from his primary residence, resulting in the loss of his home and disruption to his tenant's rights;
- b. Loss of over \$400,000 in equity in the property, which cannot be adequately compensated by monetary damages; and

- c. Severe financial hardship caused by the enforcement of the judgment, exacerbated by ongoing property-related expenses totaling approximately \$600 per month for utilities, taxes, and insurance.

These harms are irreparable and justify granting a stay to preserve the status quo during the appellate process.

3. **Minimal Harm to Plaintiffs**

Granting a stay will impose minimal, if any, harm on Plaintiffs because:

- a. Plaintiffs purchased the property at a trustee's sale for \$165,346.71, significantly below its assessed value of \$306,545, and can recover their bid amount if the appeal voids the sale;
- b. Defendant's diligent maintenance of the property ensures its value is preserved, protecting Plaintiffs from financial loss; and
- c. A temporary delay in possession is unlikely to cause significant harm, particularly given the ongoing care provided by Defendant.

4. **Public Interest Supports Granting a Stay**

The public interest is served by:

- a. Ensuring meaningful access to appellate review, particularly in foreclosure disputes involving significant property rights;
- b. Promoting fairness and preventing unjust enrichment, as Plaintiffs would otherwise benefit from Defendant's financial contributions to maintaining the property; and
- c. Preserving stability in property ownership while substantive legal issues are resolved on appeal.

VI. CONCLUSION

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

=====

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

On the 2nd day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. 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: _____

Jeremy L. Bass, Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

MOTION TO WAIVE SUPERSEDEAS BOND

ORAL ARGUMENT REQUESTED

TO THE HONORABLE COURT:

COMES NOW the Defendant, Jeremy L. Bass, perforce pro se, pursuant to Idaho Appellate Rule 13(b), and respectfully moves this Court for an order waiving the requirement of a supersedeas bond pending the resolution of the appeal filed in this matter. In support of this motion, the Defendant states as follows:

I. INTRODUCTION

The Court's judgment of December 16th, 2024, has been timely appealed, and Defendant seeks relief from the financial burden of posting a supersedeas bond to ensure meaningful access to appellate review. Requiring such a bond would impose an insurmountable barrier to justice and serve no legitimate protective purpose given the circumstances of this case. Furthermore, it would be unduly punitive to Defendant, who has acted in good faith to maintain the property and uphold all obligations.

II. BASIS FOR THE MOTION

1. Financial Hardship

As detailed in Defendant's Affidavit in Support of Motion to Stay, Defendant faces significant financial constraints, including property-related expenses, reduced rental income, and legal costs. Requiring a supersedeas bond would further exacerbate these challenges and obstruct Defendant's ability to pursue appellate relief.

2. Minimal Risk to Plaintiffs

The assessed value of the property (\$306,545) substantially exceeds Plaintiffs' purchase price (\$165,346.71). Defendant's ongoing maintenance ensures no diminution in value. Additionally, Plaintiffs have multiple avenues for recovery of their bid amount, as outlined in the affidavit.

3. Equitable Considerations

Defendant has demonstrated good faith, as described in the affidavit, by:

- a. Maintaining the property and preserving its value;
- b. Protecting tenant rights;
- c. Covering all property-related expenses to benefit Plaintiffs.

Requiring a bond would create undue financial hardship, obstruct meaningful appellate review, and constitute an unjust and punitive measure against Defendant while enabling unjust enrichment for Plaintiffs.

4. Public Interest

Granting this motion aligns with the public interest by:

- a. Ensuring fair access to appellate review in foreclosure disputes involving significant property rights;
- b. Promoting equitable treatment of vulnerable parties;

- c. Preventing unnecessary financial barriers that undermine justice.

III. RELIEF REQUESTED

WHEREFORE, Defendant respectfully requests that this Court:

1. WAIVE the supersedeas bond requirement; or
2. In the alternative, set a nominal bond amount not exceeding \$1,000.00;
3. GRANT such other relief as this Court deems just and proper.

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION TO WAIVE SUPERSEDEAS BOND*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766

Email: lewis@hwmlawfirm.com

[✓]

Postal: Halliday, Watkins & Mann, P.C.

[]

376 E 400 S, STE 300

Salt Lake City, UT 84111-2906

Ken Nagy - Idaho Legal Aid Services, Inc.

Counsel for Dwayne Pike

Email: kennagy@idaholegalaid.org

[✓]

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)

: ss.

County of NEZ PERCE)

Jeremy L. Bass, being sworn, deposes and says:

That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

ACKNOWLEDGMENT

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

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Residing at _____ Commission Expires: _____

Jeremy L. Bass, Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT OF
MOTION TO WAIVE SUPERSEDEAS BOND**

ORAL ARGUMENT REQUESTED

I. INTRODUCTION

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, submits this *Memorandum in Support of his Motion to Waive Supersedeas Bond*. The Court's judgment of December 16th, 2024, has been appealed, and Defendant seeks relief from the financial burden of a bond to ensure meaningful access to appellate review. The Defendant respectfully requests that the Court waive the bond requirement pursuant to *Idaho Appellate Rule 13(b)*.

II. LEGAL STANDARD

Under *Idaho Appellate Rule 13(b)*, courts may waive or reduce the requirement for a supersedeas bond when it is equitable to do so. The bond's purpose is to protect the prevailing party from harm caused by the delay in enforcement but should not create an insurmountable barrier to justice for the appellant. Courts consider:

1. The financial circumstances of the appellant;

2. The degree of risk to the prevailing party;
3. The equities of the case; and
4. The public interest.

III. ARGUMENT

1. Minimal Financial Risk to Plaintiffs

Plaintiffs face little to no financial risk due to Defendant's ongoing contributions to property upkeep and the nature of their investment:

- a. **Bid Recovery:** Plaintiffs purchased the property at a trustee's sale for \$165,346.71. If the foreclosure sale is voided, they can recover their bid amount through the trustee or foreclosure fund.
- b. **Property Value:** The property is assessed at \$306,545, and Defendant's diligent maintenance ensures it remains in good condition.
- c. **Temporary Delay:** The appeal will impose only a temporary delay in Plaintiffs' possession, during which their interests are protected.

2. Significant Financial Hardship for Defendant

Requiring a bond would impose an unjust financial burden on Defendant, who has acted in good faith to maintain the property and protect tenant rights:

- a. **Monthly Expenses:** Defendant covers approximately \$600 per month in property-related costs, including taxes, insurance, utilities, and tenant accommodations.
- b. **Rental Income Loss:** Defendant receives only \$200 of the \$700 monthly rent, further straining his financial resources.
- c. **Equity Risk:** The property represents over \$400,000 in equity for Defendant, and requiring a bond would exacerbate financial hardship and threaten Defendant's ability to pursue appellate relief.

3. Equitable Considerations Support Waiver

Public policy and the equities of the case favor granting the waiver:

- a. Access to Justice: Imposing a bond would create a financial barrier, effectively denying Defendant the right to appeal and undermining the principles of fairness and equity.
- b. Unjust Enrichment: Plaintiffs would benefit unfairly from Defendant's financial contributions to maintaining the property, including ensuring tenant rights and property preservation, if enforcement proceeds without appellate review.
- c. Good Faith: Defendant has demonstrated good faith by preserving the property's value and meeting obligations that directly benefit Plaintiffs.

4. Public Interest

Granting the waiver serves the public interest by:

- a. Promoting meaningful access to appellate review in foreclosure disputes involving significant property rights;
- b. Preventing unnecessary financial barriers that limit fair resolution of legal issues; and
- c. Encouraging responsible property maintenance and tenant protections during litigation.

IV. CONCLUSION

For the foregoing reasons, Defendant respectfully requests that this Court waive the supersedeas bond requirement. In the alternative, Defendant requests that the bond amount be set at a nominal figure, not exceeding \$1,000, reflecting the minimal risk to Plaintiffs and Defendant's financial circumstances.

Dated this 2nd day of January 2025.

Respectfully submitted,
Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this **MEMORANDUM IN SUPPORT OF MOTION TO WAIVE SUPERSEDEAS BOND** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
---	--

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

Jeremy L. Bass, being sworn, deposes and says:

That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

Jeremy L. Bass Signature
Defendant-Appellant / Perforce Pro Se

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

=====

ACKNOWLEDGMENT

STATE OF IDAHO)
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County of NEZ PERCE)

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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: _____

Jeremy L. Bass, *Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
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Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**[PROPOSED] ORDER GRANTING
MOTION TO STAY**

THIS MATTER having come before the Court on Defendant-Appellant's *Motion to Stay Judgment Pending Appeal*, and the Court having reviewed the motion, supporting memoranda, and affidavit, and being fully advised in the premises, hereby finds and ORDERS as follows:

I. FINDINGS OF FACT

1. On December 16th, 2024, this Court entered judgment against Defendant-Appellant Jeremy L. Bass regarding the property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501.
2. Defendant-Appellant has filed a timely *Notice of Appeal* and seeks a stay of enforcement pending appellate review.
3. The Court finds that:
 - a. Substantial questions are raised on appeal regarding the validity of the foreclosure sale and compliance with *Idaho Code §45-1508*,

- b. Defendant-Appellant faces irreparable harm absent a stay, including loss of his primary residence and substantial equity;
- c. Plaintiffs-Respondents face minimal risk of harm during the pendency of the appeal;
- d. The public interest favors granting a stay to ensure meaningful appellate review.

II. CONCLUSIONS OF LAW

1. Pursuant to *Idaho Rule of Civil Procedure 62(d)* and *Idaho Appellate Rule 13(b)*, this Court has authority to stay enforcement of the judgment pending appeal.
2. The circumstances of this case warrant the Court's discretion to grant a stay to preserve the status quo during appellate proceedings.

III. ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Defendant-Appellant's Motion to Stay Judgment Pending Appeal is GRANTED.
2. Enforcement of the Judgment entered December 16th, 2024, is STAYED pending resolution of the appeal.
3. This Stay shall remain in effect until further order of this Court or final disposition of the appeal.

IT IS SO ORDERED.

Dated this ____ day of January 2025.

BY: _____

HONORABLE MICHELLE M. EVANS
DISTRICT COURT JUDGE

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and/or first-class mail this *[PROPOSED] ORDER GRANTING MOTION TO STAY* to Plaintiffs and Co-Defendant's counsel on January____, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
Jeremy L. Bass Email: quantum.j.l.bass@rawdeal.io [✓] Postal: 1515 21 st ave. [] Lewiston, Idaho 83501	

Deputy Clerk

Signature

Jeremy L. Bass, *Perforce 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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**[PROPOSED] ORDER GRANTING
MOTION TO WAIVE SUPERSEDEAS BOND**

THIS MATTER having come before the Court on Defendant-Appellant's *Motion to Waive Supersedeas Bond*, and the Court having reviewed the motion, supporting memoranda, and affidavit, and being fully advised in the premises, hereby finds and ORDERS as follows:

I. FINDINGS OF FACT

1. Defendant-Appellant has filed a timely appeal and Motion to Stay Judgment Pending Appeal.
2. The Court finds that:
 - a. Defendant-Appellant maintains ongoing financial obligations related to the subject property, including approximately \$600 monthly in property-related expenses;
 - b. The property's assessed value of \$306,545 substantially exceeds Plaintiffs-Respondents' purchase price of \$165,346.71;

- c. Defendant-Appellant's continued maintenance of the property preserves its value and protects all parties' interests;
- d. Plaintiffs-Respondents maintain multiple avenues for recovery of their bid amount through various channels independent of the property.

II. CONCLUSIONS OF LAW

1. Pursuant to *Idaho Appellate Rule 13(b)*, this Court has discretion to waive or modify supersedeas bond requirements when equitable considerations warrant such action.
2. The circumstances of this case demonstrate that:
 - a. Plaintiffs-Respondents face minimal financial risk during the pendency of the appeal;
 - b. Requiring a substantial bond would impose undue hardship on Defendant-Appellant;
 - c. The equities favor waiver of the bond requirement.

III. ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Defendant-Appellant's Motion to Waive Supersedeas Bond is GRANTED
2. The requirement for posting a supersedeas bond is WAIVED.
3. This Order shall remain in effect until further order of this Court or final disposition of the appeal.

Dated this ____ day of January 2025.

BY: _____

HONORABLE MICHELLE M. EVANS
DISTRICT COURT JUDGE

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this *[PROPOSED] ORDER GRANTING MOTION TO WAIVE SUPERSEDEAS BOND* to Plaintiffs and Co-Defendant's counsel on January____, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
Jeremy L. Bass Email: quantum.j.l.bass@rawdeal.io [✓] Postal: 1515 21 st ave. [] Lewiston, Idaho 83501	

Deputy Clerk

Signature

Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**DEFENDANT'S MOTION TO STRIKE
INAPPROPRIATE STATEMENTS FROM
PLAINTIFFS' FILINGS**

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Mr. Bass"), Perforce Pro Se, and respectfully moves this Court to strike the following inappropriate statements from Plaintiffs' Response to Defendant's Motion for Reconsideration and related filings, pursuant to *Idaho Rule of Civil Procedure 12(f)*.

I. BASIS FOR MOTION

Idaho Rule of Civil Procedure 12(f) authorizes the Court to strike from a pleading "any redundant, immaterial, impertinent, or scandalous matter." Plaintiffs' filings in this matter contain numerous statements that:

- Misrepresent facts and procedural history.
- Contain inflammatory language aimed at prejudicing the Court against the Defendant.
- Distract from the substantive legal and factual issues at hand.

II. STATEMENTS TO STRIKE

1. "Instead, Defendant has set idle, seeking to try to indirectly litigate purported issues he has with his lender and trustee who are both non-parties to this suit and then to use his disputes as a basis to deny Plaintiffs possession."
 - **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 3 | Line 18)
 - **Reason:** Unfounded claim of dishonesty, intended to undermine Defendant's credibility; Falsely accuses Defendant of acting in bad faith and exploits the litigation context to cast doubt on Defendant's motives; strikable as scandalous and impertinent and prejudicial.
2. "It is also worth noting that while Mr. Bass has espoused numerous issues with his prior lender and Trustee, he's done nothing to pursue those claims against them, including any claim that the underlying foreclosure was wrongful."
 - **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 4 | Footnote)
 - **Reason:** Misrepresentation of Defendant's prior legal actions to create a false narrative; strikable as immaterial and misleading. Contradicts acknowledged prior litigation, falsely implying inaction; strikable as misleading and prejudicial.
3. "Defendant disingenuously asserts that a stay will help prevent him from significant harm through the loss of the Property."
 - **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 3 | Line 10)
 - **Reason:** Baselessly accuses Defendant of dishonesty to prejudice the Court; strikable as scandalous and impertinent.

4. "Defendant continues to occupy the property, continues to refuse to relinquish possession while residing in the property for free."
 - **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 1 | Line 9)
 - **Reason:** Prejudices Defendant by portraying him as exploiting litigation without addressing substantive disputes; strikable as scandalous and misleading.
5. "Defendant has and is profiting from the present litigation."
 - **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 4 | Line 5);
 - **Reason:** Mischaracterizes Defendant's intent and actions to suggest bad faith; strikable as scandalous and prejudicial.
6. "Defendant attempts to justify his reliance and citation to fictitious cases which Defendant appears to have simply made up in order to give the appearance of validity to his baseless arguments. Defendant admits his various citations do not exist and asserts that their inclusion was a mere mistake, but conspicuously fails to provide the correct citations to the authority upon which he was relying."
 - **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 9 | Line 2)
 - **Reason:** Baseless accusation of fabricating evidence; strikable as scandalous and impertinent. Twists acknowledgment of a typographical error into an unsubstantiated accusation of bad faith; strikable as scandalous and misleading and prejudicial.

7. "Yet over 8 months later Defendant Jeremy Bass refuses to relinquish possession based upon a number of conclusory and speculative theories for which Mr. Bass presents no evidence."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 2 | Line 4).
 - **Reason:** Dismisses Defendant's legal arguments without engaging substantively; strikable as impertinent and prejudicial.
8. ", but again, beyond setting forth conclusory assertions and a regurgitation of Idaho Case law pertaining to Trustee's Sales, Mr. Bass fails to present any evidence to support his speculative theories, or new facts or theories that bear on the correctness of the Court's Order."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 2 | Line 8).
 - **Reason:** Mischaracterizes Defendant's legal filings as baseless without addressing evidence; strikable as impertinent and misleading.
9. "Has submitted two separate briefs both in the form of his motion and a separate memorandum which do nothing more than present the same three conclusory, speculative, and factually unsupported grounds that the Court already previously considered and rejected."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 3 | Line 19).
 - **Reason:** Dismisses Defendant's legal filings wholesale without engaging substantively; strikable as impertinent and prejudicial.

10. "Mr. Bass continues to assert that there was collusion, but again fails to provide any evidence to support such claims."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 4 | Line 19)
 - **Reason:** Dismisses substantive video and audio evidence without justification, Misrepresents Defendant's submissions and ignores presented evidence; strikable as scandalous impertinent and misleading.
11. "Defendant provides no specificity with respect to what he alleges was statutorily required but not followed."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 5 | Line 20)
 - **Reason:** Ignores detailed statutory violations raised by Defendant; strikable as impertinent and misleading.
12. "Mr. Bass has not met his burden to support reconsideration, where his motion merely expresses his disagreement with the Court's ruling."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 3 | Line 23)
 - **Reason:** Reduces substantive legal arguments into a personal grievance, prejudicing Defendant's motion; strikable as impertinent and prejudicial.
13. "Defendant presents no authority which makes it illegal for a Trustee conducting a sale to disclose the opening credit bid to interested parties."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 5 | Line 3)

- **Reason:** Misrepresents Defendant's arguments about transparency and bid manipulation; strikable as impertinent and misleading.
14. "Defendant's continued assertions of collusion are without support and where mere speculation or a scintilla of evidence is insufficient to create a genuine issue of material fact, summary judgment was properly granted."
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 5 | Line 15)
 - **Reason:** Ignores video and audio evidence, and even statements in their own filings all pointing to acts of collusion and irregularities; strikable as impertinent and misleading.
15. "Mr. Bass asserts there was no valid default, but he presents no evidence to support such contention or to contradict the recorded Notice of Default in the land records of Nez Perce County, Idaho on August 17, 2022 as Instrument No. 902262"
- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 4 | Line 2)
 - **Reason:** Misrepresents Defendant's evidence regarding payments and correspondence; strikable as misleading and prejudicial.
16. "Defendant has on multiple occasions argued that the \$165,346.71 purchase price that Plaintiffs paid for the Property as the highest bidders at the Trustee's Sale is well below the fair market value for the property."
- **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 4 | Footnote)
 - **Reason:** Contradicted by Plaintiffs' own reliance on public records for valuation; strikable as impertinent and misleading.

17. "he fails to present any evidence or new facts to support any of his arguments and the record is otherwise devoid of any evidence to support his positions."

- **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION* (Page 6 | Line 3)
- **Reason:** Dismisses statutory and procedural defects raised by Defendant without engaging substantively; strikable as impertinent and misleading.

II. RELIEF REQUESTED

Defendant respectfully requests that this Court strike the aforementioned statements and admonish Plaintiffs' counsel for including such inappropriate content as it has been persistent through all filings in this case.

Dated this 4th day of December 2024.
Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***DEFENDANT'S MOTION TO STRIKE INAPPROPRIATE STATEMENTS FROM PLAINTIFFS' FILINGS*** to Plaintiffs and Co-Defendant's counsel on December 4th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✓]
Postal: Lewis N. Stoddard, Bar No. 7766 []
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org [✓]
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

On the 4th day of December, 2024, 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: _____

Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**MOTION FOR JUDICIAL ADMONISHMENT
OR WARNING**

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se,
and hereby submit to the Honorable Court's a *MOTION FOR JUDICIAL ADMONISHMENT OR
WARNING* of Plaintiffs' Counsel for Improper and Prejudicial Statements:

I. Introduction

Defendant respectfully submits this motion requesting that the Court admonish Plaintiffs' counsel for including improper, irrelevant, and prejudicial statements in their filings. Specifically, Plaintiffs' assertion that Defendant "did nothing to pursue claims" against his prior lender and trustee is factually incorrect, irrelevant to the present case, and intended to cast unwarranted aspersions on Defendant's character.

II. Background

1. Just one of the statements in question:

- Plaintiffs state: “It is also worth noting that while Mr. Bass has espoused numerous issues with his prior lender and Trustee, he’s done nothing to pursue those claims against them, including any claim that the underlying foreclosure was wrongful.”

2. Procedural History:

- Defendant previously pursued legal action in Nez Perce County Case No. CV35-22-1875 to challenge foreclosure-related actions. The case was dismissed on procedural grounds, not for lack of merit.

3. Nature of the Current Dispute:

- This case concerns the validity of the Trustee’s Sale and Plaintiffs’ conduct in acquiring the subject property. Defendant’s prior legal actions are irrelevant to these issues.

III. Argument

1. Impropriety of the Statement:

- The statement is demonstrably false, as Defendant pursued claims in prior litigation.
- It is irrelevant to the issues in this case, which focus on the Trustee’s Sale and Plaintiffs’ conduct.
- The language is inflammatory and prejudicial, aimed at undermining Defendant’s credibility rather than addressing substantive legal matters.

2. Violation of Procedural and Ethical Standards:

- *Idaho Rule of Civil Procedure 12(f)*: The statement is immaterial, impertinent, and scandalous, warranting judicial intervention.
- *Idaho Rule of Professional Conduct 3.3(a)(1)*: Plaintiffs’ counsel has a duty to ensure factual accuracy in representations to the court.
- *Idaho Rule of Professional Conduct 8.4(d)*: The conduct is prejudicial to the administration of justice, distracting from the merits of the case.

3. Judicial Authority to Address Conduct:

- Courts possess inherent authority to manage proceedings and admonish parties or counsel who violate ethical or procedural norms (see In re Estate of Bradley, 141 Idaho 567, 114 P.3d 890 (2005)).

IV. Request for Judicial Action

1. Admonish Plaintiffs' counsel for including irrelevant and prejudicial statements in their filings.
2. Direct Plaintiffs' counsel to refrain from making such statements in future filings.
3. Focus proceedings on the substantive issues and disregard prejudicial content aimed at distracting from the merits.

IV. Request for Judicial Action

Defendant urges the Court to uphold the integrity of the judicial process by addressing this conduct and ensuring that all parties adhere to professional and procedural standards.

Dated this 4th day of December 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION FOR JUDICIAL ADMONISHMENT OR WARNING*** to Plaintiffs and Co-Defendant's counsel on December 4th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✓] Postal: Lewis N. Stoddard, Bar No. 7766 [] Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org [✓] Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 4th day of December, 2024, 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: _____

1 *Jeremy L. Bass, Perforce Pro Se*
2 *1515 21st Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*
6

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT OF
RECONSIDERATION**

DEMAND FOR JURY

9 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se,
10 and hereby upon the Honorable Court's granting of **MOTION FOR RECONSIDERATION** would submit
11 this **MEMORANDUM IN SUPPORT OF RECONSIDERATION**. This submission provides detailed legal
12 authorities that are directly relevant to the core issues concerning the validity of the trustee's sale
13 and the limitations of good faith purchaser protections under Idaho law. Additional arguments
14 are not intended, only clarification in regard to the question of authority. These authorities clarify
15 the protections afforded by *Idaho Code § 45-1508* and how those protections apply—or do not
16 apply—under the specific circumstances found in Defendant Bass' case.

17 **I. INTRODUCTION**

18 Plaintiffs sought summary judgment on the basis that they are entitled to possession of the
19 property located at **1515 21st Avenue, Lewiston, ID 83501**, following an attempted trustee's sale
20 from a non-judicial foreclosure. The Trustee's sale is a publicly held auction, with the one in
21 contention having been held on February 29th, 2024, on the front steps of the Nez Perce County
22 Court House.

23 Plaintiffs, styling themselves as bona fide purchasers for value of Defendant Bass' property
24 and averring that said acquisition was in good faith, sought to avail themselves of the narrow and

specific conditions required to gain the sweeping and unassailable immunity afforded to such purchasers under *Idaho Code § 45-1508*. In stark contrast, Defendant Bass has mounted a formidable challenge to the trustee's sale, casting a pall over the process by impugning the integrity of and had alleged a multitude of procedural and substantive improprieties that fatally compromise the auctions validity.

Defendant Bass categorically rejected the validity of the sale, asserting that the purported transfer of title is *void ab initio* as the process was fundamentally flawed with pervasive irregularities. He highlighted, *inter alia*, collusion and misconduct among involved parties, evidenced by improper conduct tainting both the preparatory and execution stages, and the conspicuous absence of a legitimate default.

II. SUPPLEMENTAL CASE LAW

1. *Breckenridge Prop. Fund 2016, LLC v. Wally Enter., 170 Idaho 649 (2022)*

Explanation of *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.*:

In *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.*, the Idaho Supreme Court addressed whether an auctioneer's on-site imposition of specific payment terms—such as requiring cashier's checks payable to the trustee directly—could legally restrict a bidder from participating. The case clarified the discretionary authority of trustees to set payment terms, while emphasizing that these terms must align with *Idaho Code § 45-1506*'s purpose of promoting fair trade and transparency. The Court highlighted that on-site terms must be reasonable, yet it did not endorse practices that could unfairly limit competitive bidding or violate the Sherman Act's principles of fair commerce in public auctions.

Key Facts of the *Breckenridge Prop. Fund 2016, LLC* Case:

- **Foreclosure Sale:** Breckenridge attended a foreclosure auction with cashier's checks made payable to an affiliate rather than to the trustee, Weinstein & Riley, P.S.
- **Auctioneer's Terms:** At the start of the auction, the trustee specified that only checks payable directly to Weinstein & Riley, P.S. would be accepted.

- 1 • **Opportunity to Comply:** The trustee allowed Breckenridge a one-hour delay to secure
2 checks compliant with the on-site payment terms. Despite this time allowance,
3 Breckenridge failed to procure compliant checks within the hour.
- 4 • **Bid Rejection and Award:** With Breckenridge unable to present checks payable to the
5 trustee, the trustee rejected Breckenridge's bid, awarding the property to Cornerstone, the
6 only bidder meeting the payment requirement.
- 7 • **Claims by Breckenridge:** Breckenridge argued that the lack of advance notice of the
8 payment terms violated *Idaho Code § 45-1506* and principles of fair trade. The claims
9 included negligence, negligence per se, estoppel, and demands for equitable remedies,
10 asserting that the terms were unfairly restrictive.

11 **Court's Decision:**

- 12 • **Summary Judgment Partially Affirmed:** The Court affirmed that the trustee acted within their
13 rights under Idaho law, upholding the discretion to impose reasonable payment terms at
14 the time of sale without advance notice.
- 15 • **Rejection of Bid Justified:** The Court concluded that no statutory requirement mandates pre-
16 auction disclosure of specific payment terms, meaning the auctioneer's decision to specify
17 acceptable payment formats on-site was legally permissible.
- 18 • **Attorney Fees Decision Reversed:** The appellate court found that the district court's award
19 of attorney fees to Cornerstone and Wally was inappropriate, as Breckenridge's complaint
20 did not establish a direct commercial relationship with the defendants.

21 **Application to Defendant Bass' Case:**

22 The only procedural similarity between *Breckenridge Prop. Fund 2016, LLC* and
23 Defendant Bass' case is the presence of printed checks; however, Breckenridge's checks did
24 not specify exact bid amounts, as they were to be filled in if Breckenridge won the bid. The
25 issue in Breckenridge was centered on the form of payment rather than on any pre-
26 arranged bid amounts.

27 The Idaho Supreme Court's ruling does not authorize trustees to guide bidders in
28 placing precise bids nor to engage in pre-auction coordination regarding bid amounts.

1 Importantly, Plaintiffs in Bass’ case arrived with printed checks that matched the final
2 bid amount exactly, down to the cent—confirming the Plaintiff’s statement of pre-auction
3 coordination. This precise pre-calculation of amounts, absent in Breckenridge, raises
4 questions about trustee involvement and procedural fairness in Bass’ case.

5 Unlike in Breckenridge, where the auctioneer allowed a one-hour correction period for
6 Breckenridge to obtain a properly payable check, no such leniency or standard practice was
7 extended here, leaving Defendant Bass the choice to participate in an auction he knew to be
8 rigged making him party to the collusion, or stand his ground, provide his due diligence to
9 minimize damage in case of innocent buyers and document the whole process but not place
10 a bid.

11 **Key Legal Points from *Breckenridge Prop. Fund 2016, LLC*:**

12 **1. Trustee Authority Over Payment Requirements:**

- 13 • While trustees have the authority to impose on-site payment conditions, these
14 must be reasonable and non-restrictive regarding fair access. Breckenridge
15 established that conditions set on-site must align with the principle of
16 competitive fairness. Bass’ case reaffirms the holding that at the time of the
17 auction, terms may be provided, but not ahead of the auction that is not already
18 noticed.

19 **2. Absence of Permission for Pre-Arranged Bid Amounts:**

- 20 • Breckenridge’s checks involved only payee discrepancies, with amounts left unspecified,
21 distinguishing it from Bass’ case where pre-determined bid amounts were confirmed to be
22 printed on checks. The Idaho Supreme Court in Breckenridge did not address nor permit
23 practices allowing trustees to coordinate exact bidding amounts, thus preventing use of
24 Breckenridge as authority for such actions.

25 **3. Inapplicability as a Sherman Act Exception:**

- 26 • The ruling in Breckenridge does not support an exception to Sherman Act principles
27 concerning fair bidding practices in public auctions. Rather, it reaffirmed Idaho Code’s
28 guidelines for fair competition and transparency in foreclosure auctions. Using

Breckenridge to justify pre-arranged amounts conflicts with this intention, as it would favor collusion over open market principles. Bass' case thus raised issues of potential Sherman Act violations in relation to trustee involvement.

Conclusion:

Breckenridge Prop. Fund 2016, LLC v. Wally Enter. provides no basis for allowing trustees to engage in bid pre-arrangements or to restrict access by specifying exact bid amounts. The Court's decision affirms trustee discretion in a manner consistent with *Idaho Code § 45-1506*, but does not create exceptions for practices compromising competitive bidding integrity. In Defendant Bass' case, the issue of pre-arranged bid amounts on Plaintiffs' checks suggested trustee misconduct that violated both Idaho foreclosure standards and the Sherman Act, confirmed in writing, warranting reconsideration or invalidation of the sale.

2. *Baker v. Nationstar Mortg., LLC*, 574 B.R. 184 (Bankr. D. Idaho 2017)

"The buyer protections afforded by *Idaho Code § 45-1508* apply only to sales challenged for a failure to comply with the procedural provisions of *Idaho Code § 45-1506*. *Taylor v. Just*, 138 Idaho 137, 59 P.3d 308, 313 (Idaho 2002). And good faith purchasers are not insulated against every claim or reason for voiding a foreclosure sale. See, e.g., *Taylor*, 59 P.3d at 313 (holding that *Idaho Code § 45-1508* does not apply to a foreclosure sale that was void for a lack of default at the time of the sale)." — *Baker v. Nationstar Mortg., LLC (In re Baker)*, 574 B.R. 184, 191 (Bankr. D. Idaho 2017)

Explanation of *Baker v. Nationstar Mortg., LLC*:

In *Baker v. Nationstar Mortg., LLC*, the United States Bankruptcy Court for the District of Idaho thoroughly examined the scope of protections provided to good faith purchasers under *Idaho Code § 45-1508*. Specifically, the court clarified that these protections are limited to sales challenged for procedural defects. The decision also emphasized that the statute does not shield purchasers from all claims or grounds for invalidating a sale, particularly when the sale itself was void due to substantive defects, such as the absence of a valid default.

Key Facts of the *Baker v. Nationstar Mortg., LLC* Case:

- The homeowner (Baker) held a mortgage serviced by Nationstar Mortgage.
- Nationstar initiated a non-judicial foreclosure sale in accordance with Idaho law.
- Baker contested the foreclosure, arguing that there was no default on the mortgage loan at the time of the sale.
- The property was subsequently sold to a third-party buyer at the foreclosure sale.
- The buyer sought protection as a good faith purchaser under *Idaho Code § 45-1508*, which generally insulates buyers from certain defects in the foreclosure process.

Court's Decision:

- The court ruled that the protections under *Idaho Code § 45-1508* apply only to procedural defects and do not extend to substantive defects, such as when there is a lack of default or the improper execution of the auction as examples.
- *Idaho Code § 45-1508* does not protect purchasers from all claims against or reasons for voiding a sale.
- Specifically, *Idaho Code § 45-1508* does not apply when a foreclosure sale is void because of the absence of a valid default at the time of sale.
- The court held that the foreclosure sale was void due to the lack of default, and the buyer could not claim protections as a good faith purchaser under *Idaho Code § 45-1508*.

Application to Defendant Bass' Case:

The parallels between *Baker v. Nationstar Mortg., LLC* and the current case are striking. Plaintiffs claimed protection as good faith purchasers under *Idaho Code § 45-1508*, arguing that the trustee's sale must be upheld despite Defendant Bass' objections. However, Baker establishes that these protections do not extend to substantive defects such as the lack of a valid default or fraud. Defendant Bass has consistently maintained that the foreclosure sale was void because it was conducted under improper conduct, including collusion, marred the auction process, and without a valid default.

Key Legal Points from *Baker v. Nationstar Mortg., LLC*:

1. Limitations of Good Faith Purchaser Protections:

- *Idaho Code § 45-1508* provides protections to purchasers in foreclosure sales only when the sale is challenged for procedural defects. It does not insulate buyers from the consequences of substantive defects.
- In *Baker v. Nationstar Mortg., LLC*, the absence of a valid default rendered the sale void, and the protections of *§ 45-1508* were deemed inapplicable.
- In Defendant Bass’ case, the presence of collusion or lack of a valid default at the time of the foreclosure sale each on their own are substantive defects that renders the sale void.

2. Void Sales Due to Substantive Defects:

- Foreclosure sales conducted with the presence of collusion or without a valid default are void, not merely voidable. This distinction is critical, as a void sale has no legal effect and cannot confer valid title on a purchaser.
- Defendant Bass argued that the trustee’s sale in this case was void due to a substantive defect: rigging the auction, and the lack of a valid default. Therefore, Plaintiffs cannot claim to have acquired valid title, and their reliance on good faith purchaser protections is misplaced.

3. Bidder’s Involvement in Rigging the Auction:

- *Baker v. Nationstar Mortg., LLC* the court underscores that protections afforded to purchasers under *Idaho Code § 45-1508* do not extend to sales voided due to substantive defects. Specifically, while *§ 45-1508* provides that “*failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale,*” it also clarifies that “*any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value.*” However, the court in *Baker v. Nationstar Mortg., LLC* makes clear that these protections apply only to procedural defects outlined in *§ 45-1506* and do not shield a purchaser from substantive issues—such as fraud or the absence of a valid

1 default—that render a sale void. Thus, when a sale is void on substantive grounds, the
2 good-faith purchaser protections under *Idaho Code § 45-1508* are unavailable.

- 3 • In this case, Defendant Bass alleged that the bidder (Plaintiffs), the trustees, and other
4 named parties engaged in improper conduct by coordinating before the auction—an
5 admission of coordination by Plaintiffs (*DPW Enterprises Dec., Wangsgard, ¶¶3-4, Oct.*
6 *18, 2024*) that further substantiates collusion. Such misconduct constitutes a
7 substantive defect that voids the foreclosure sale.

8 **Conclusion:**

9 *Baker v. Nationstar Mortg., LLC* is directly applicable to Defendant Bass’ case, as it
10 underscores that *Idaho Code § 45-1508* does not protect purchasers from substantive
11 defects, such as the absence of a valid default. Plaintiffs’ claim to good faith purchaser
12 protections must fail because the trustee’s sale was void, and without valid title, they
13 cannot maintain an ejectment action.

14 **3. *Idaho Power Co. v. Benj. Houseman Co., 123 Idaho 674, 851 P.2d 970 (1993)***

15 **Explanation of *Idaho Power Co. v. Benj. Houseman Co.*:**

16 In *Idaho Power Co. v. Benj. Houseman Co., 123 Idaho 674, 851 P.2d 970 (1993)*, the Idaho
17 Supreme Court clarified the rights of mortgagees and lienholders in foreclosure sales. This
18 case underscores that junior lienholders lose their security interest in a foreclosure sale
19 of senior liens, but it also emphasizes that foreclosure sales must be based on a valid
20 default to properly extinguish these interests.

21 **Key Facts of the *Idaho Power Co. v. Benj. Houseman Co.* Case:**

- 22 • Idaho Power held a second mortgage on a property with a debt that was not yet due.
23 • The senior lienholder, Benj. Houseman Company, initiated foreclosure due to default on
24 senior debt.
25 • The property was sold to a third-party purchaser for less than fair market value.
26 • Idaho Power, not involved in the sale, later pursued the debt, claiming its security interest
27 was extinguished improperly.

28 **Court’s Decision:**

- The court held that Idaho Power retained the right to collect its debt after the sale, even though its security interest was extinguished.
- It emphasized that while a foreclosure sale extinguishes junior liens, it does not eliminate the debtor's personal obligation to repay the loan.
- Importantly, a mortgagee can pursue debt collection even after a senior lien foreclosure extinguishes the security interest if the mortgage was rendered valueless.

Application to Defendant Bass' Case:

The relevance of *Idaho Power Co. v. Benj. Houseman Co.* to Defendant Bass' case lies in its insistence on a valid default as the basis for any foreclosure sale. Defendant Bass asserted that the public auction was improperly initiated without a valid default due to part performance of a binding verbal agreement, which took it out of default when the transfer of responsibilities commenced rendering it void under Idaho law. Additionally, Bass also argued that the Plaintiffs' conduct during the auction influenced the sale outcome, as the property was sold for less than fair market value—similar to the undervalued sale noted in *Idaho Power Co. v. Benj. Houseman Co.*

Key Legal Points from *Idaho Power Co. v. Benj. Houseman Co.*:

1. Mortgagee's Right to Collect Debt Despite Loss of Security Interest:

- *Idaho Power Co. v. Benj. Houseman Co.* establishes that a mortgagee can pursue the underlying debt if the security interest is extinguished improperly.
- In Defendant Bass' case, it was put to the court that the trustee's sale should be considered void due to improper conduct and the lack of a valid default, meaning that Plaintiffs cannot rely on the sale to extinguish Defendant Bass' rights or obligations regarding the property.

2. Improper Foreclosure Actions:

- The court's decision in *Idaho Power Co. v. Benj. Houseman Co.* emphasizes that foreclosure sales must be based on a valid default and conducted according to proper & legal procedures to extinguish parties' rights.

- Defendant Bass asserted that the trustee's sale in this case was conducted without a valid default and was tainted by collusion and improper conduct, which violates the principles established in *Idaho Power Co. v. Benj. Houseman Co.*

3. Sale for Less Than Fair Market Value:

- In *Idaho Power*, the property was sold for less than its fair market value, which was one of the issues raised by the junior lienholder. Similarly, in Defendant Bass' case, the bidder's conduct during the auction affected the fairness and legality of the sale, resulting in the property being sold under improper conditions.

Conclusion:

Idaho Power Co. v. Benj. Houseman Co. supports Defendant Bass' position that the trustee's sale was improperly conducted and, therefore, void. The improper conduct surrounding the sale and lack of a valid default each could render sale invalid, justifying Defendant Bass' challenge to the Plaintiffs' claim to the property.

4. *Taylor v. Just*, 138 Idaho 137, 59 P.3d 308 (2002)

Explanation of *Taylor v. Just*:

In *Taylor v. Just*, 138 Idaho 137, 59 P.3d 308 (2002), the Idaho Supreme Court addressed the consequences of a foreclosure sale that failed to comply with the statutory requirements set forth in *Idaho Code § 45-1505(2)*. The Court determined that when a foreclosure sale does not meet the statutory criteria, it is void ab initio, meaning it has no legal effect from its inception. This decision is directly relevant to cases where substantive defects in the foreclosure process render the sale invalid and the purchaser's claim to the property cannot be upheld.

Key Facts of the Case:

- A foreclosure sale took place after the homeowner defaulted on a deed of trust.
- The foreclosure sale did not comply with the statutory requirements under *Idaho Code § 45-1505(2)*.
- Specifically, the sale suffered from procedural defects that were significant enough to invalidate it.

- A bidder at the foreclosure sale sought to assert rights as a good faith purchaser for value, claiming legitimate ownership despite the defects in the sale process.

Court's Decision:

- The Idaho Supreme Court determined that the foreclosure sale was void due to its failure to comply with the statutory requirements of *Idaho Code § 45-1505(2)*.
- As a result of this non-compliance, the bidder did not acquire valid title to the property.
- The Court held that the bidder could not claim to be a good faith purchaser for value because the sale was void ab initio (from the beginning).
- Without valid title, the bidder could not avail themselves of the protections provided to good faith purchasers under Idaho law.

Application to Defendant Bass' Case:

The decision in *Taylor v. Just* is highly relevant to Defendant Bass' opposition to Plaintiffs' Motion for Summary Judgment. Plaintiffs in this case claimed they were entitled to possession of the property as good faith purchasers, despite Defendant Bass' arguments regarding defects in the foreclosure process. However, *Taylor v. Just* makes clear that a foreclosure sale that fails to comply with statutory requirements is void from the outset, meaning no valid title passes to the purchaser. Defendant Bass argued that the foreclosure sale in this case was marred by both procedural and substantive defects, including non-compliance with statutory requirements and bidder collusion, which renders the sale void and precludes Plaintiffs from claiming title.

Key Legal Points from *Taylor v. Just*:

1. Void Sale Due to Non-Compliance with Statutory Requirements:

- *Taylor v. Just* establishes that a foreclosure sale that does not strictly comply with the statutory requirements set forth in *Idaho Code § 45-1505* is void.
- In Defendant Bass' case, the foreclosure sale is void due to procedural irregularities and statutory non-compliance, including the improper handling of the auction process and the involvement of the trustee and bidder in collusion.

- Because the sale was void ab initio, Plaintiffs cannot claim to have acquired valid title, and any attempt to rely on good faith purchaser protections is without merit.

2. Good Faith Purchaser Status:

- In *Taylor v. Just*, the Idaho Supreme Court clarified that good faith purchaser protections do not apply when the foreclosure sale is void due to statutory non-compliance.
- Plaintiffs' claim to good faith purchaser status in Defendant Bass' case is similarly unsupported because the sale itself was invalid. Without valid title, the protections afforded to good faith purchasers under Idaho law are inapplicable.

3. Impact on Ejectment Proceedings:

- Since the foreclosure sale in *Taylor v. Just* was found to be void, the purchaser could not claim ownership of the property and was not entitled to possession.
- Likewise, in Defendant Bass' case, the Plaintiffs' claim to possession is based on a void sale. As such, Plaintiffs lack standing to maintain an ejectment action against Defendant Bass because they did not acquire valid title through the defective foreclosure sale.

Legal Principles Highlighted:

- **Statutory Compliance and Validity of Foreclosure Sales:**
 - Foreclosure sales must strictly adhere to the statutory requirements outlined in *Idaho Code § 45-1505* to be valid.
 - A failure to comply with these statutory provisions renders the sale void ab initio, meaning it has no legal effect and cannot transfer valid title to the purchaser.
- **Void vs. Voidable Sales:**
 - A void sale is invalid from the outset and confers no legal rights on the purchaser, while a voidable sale is valid until it is annulled but can be challenged on certain grounds.
 - In Defendant Bass' case, the sale is void because of the procedural and substantive defects in the foreclosure process.

1 • **Good Faith Purchaser Protections:**

- 2 ○ The Idaho Supreme Court in **Taylor v. Just** held that the protections afforded to good
- 3 faith purchasers under Idaho law do not apply when the sale is void due to non-
- 4 compliance with statutory procedures.
- 5 ○ Plaintiffs cannot claim the protections of a good faith purchaser in this case
- 6 because the sale was not conducted in accordance with **Idaho Code § 45-1505**.

7 **Conclusion:**

8 **Taylor v. Just** is directly applicable to the present case and supports Defendant Bass'

9 position that the foreclosure sale is void due to statutory non-compliance and bidder

10 misconduct. As a result, Plaintiffs did not acquire valid title to the property, and their

11 claim to possession must fail. The principles established in **Taylor v. Just** make clear that

12 Plaintiffs cannot claim to be good faith purchasers, and their attempt to eject Defendant

13 Bass from the property is without legal basis.

14 **5. *Spencer v. Jameson*, 147 Idaho 497, 211 P.3d 106 (2009)**

- 15 • "**Idaho Code § 45-1508** does not require that the grantor to a deed of trust demonstrate
- 16 harm resulting from an irregularity in the foreclosure sale in order to have the sale set
- 17 aside. The district court cannot impose this additional requirement under the statute,
- 18 thereby increasing the plaintiff's burden, just because it does not agree with the result." –
- 19 ***Spencer v. Jameson*, 147 Idaho 497, 505, 211 P.3d 106, 114 (2009)**
- 20 • "A trust deed must be foreclosed in the manner set forth in **I.C. § 45-1506**, which requires in
- 21 part that '[t]he purchaser at the sale shall forthwith pay the price bid and upon receipt of
- 22 payment the trustee shall execute and deliver the trustee's deed to such purchaser . . . ' **I.C.**
- 23 **§ 45-1506(9)**." – ***Spencer v. Jameson*, 147 Idaho 497, 503, 211 P.3d 106, 112 (2009)**
- 24 • "The sale is final once the trustee accepts the bid as payment in full unless there are
- 25 issues surrounding the notice of the sale (which are admittedly not present in this case).
- 26 This interpretation promotes the legislature's interest in preserving the finality of title to
- 27 real property. In addition, our interpretation does not deprive trust deed grantors of a

1 *statutory remedy in cases such as this where the trustee wrongfully accepts a credit bid as*
2 *payment in full." – Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009)*

3 **Strict Compliance and Material Irregularities:**

4 The Idaho Supreme Court, in *Spencer v. Jameson*, highlighted that non-judicial
5 foreclosure statutes require strict adherence. Material irregularities in the foreclosure
6 process can serve as grounds to set aside the sale, regardless of whether harm to the
7 grantor is demonstrated. This principle is underscored in *Idaho Code § 45-1506*, where
8 failure to comply with statutory requirements may invalidate a sale if procedural
9 irregularities are significant, even if the buyer acts in good faith.

10 **Explanation of Spencer v. Jameson:**

11 In *Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009)*, the Idaho Supreme Court
12 considered whether a grantor must demonstrate actual harm resulting from irregularities
13 in the foreclosure process to set aside a sale. The Court held that Idaho Code § 45-1506
14 imposes no such requirement; any material irregularity alone is sufficient to invalidate the
15 sale. This decision is significant for understanding the standard for contesting foreclosure
16 sales in Idaho, clarifying that homeowner rights to challenge defective foreclosures do not
17 hinge on proving harm.

18 **Key Facts of the Spencer v. Jameson Case:**

- 19 • David Spencer (the grantor) executed a deed of trust on his property to secure a loan.
- 20 • After Spencer's default, the trustee initiated a non-judicial foreclosure sale.
- 21 • Spencer alleged irregularities in the foreclosure, notably concerning notice of sale
- 22 requirements.
- 23 • The district court required Spencer to prove actual harm from these irregularities to set
- 24 aside the sale.
- 25 • Spencer appealed, arguing that the district court improperly increased his burden by
- 26 requiring harm.

27 **Court's Decision:**

- The Idaho Supreme Court reversed the district court, ruling that *Idaho Code § 45-1506* does not require a grantor to demonstrate harm from irregularities in foreclosure to set aside the sale.
- The Court stressed that non-judicial foreclosure statutes require strict adherence, and any significant irregularity in the process justifies setting aside the sale.
- The decision emphasizes that the trustee's compliance with statutory procedures, rather than the grantor's injury, is central.

Application to Defendant Bass' Case:

Spencer v. Jameson is directly applicable to Defendant Bass' argument that the foreclosure sale should be set aside due to procedural and substantive irregularities, including collusion and manipulation of the auction process. In this case, the Plaintiffs have attempted to downplay the significance of these irregularities, suggesting that Defendant Bass cannot demonstrate harm sufficient to invalidate the sale. However, *Spencer* makes it clear that Idaho law does not require Defendant Bass to prove harm; the mere existence of material irregularities in the foreclosure process is sufficient to justify setting aside the sale.

Key Legal Points from *Spencer v. Jameson*:

1. No Requirement to Prove Actual Harm:

- *Spencer v. Jameson* holds that a grantor does not need to prove that they suffered actual harm as a result of procedural defects in the foreclosure process.
- In Defendant Bass' case, Plaintiffs cannot argue that Defendant Bass must demonstrate harm in order to challenge the sale. The focus should be on whether the foreclosure process complied with Idaho's statutory requirements, which Defendant Bass argued it did not.

2. Material Irregularities in the Foreclosure Process:

- *Spencer v. Jameson* emphasizes that strict compliance with non-judicial foreclosure statutes is required, and any material irregularity can serve as grounds for setting aside the sale.

- Defendant Bass has presented evidence of multiple irregularities in the foreclosure process, including the involvement of the bidder in rigging the auction, and procedural defects in the trustee's handling of the sale. These irregularities are sufficient to invalidate the sale under *Spencer*.

3. Trustee's Duty to Comply with Statutory Requirements:

- The trustee's duty to strictly adhere to the statutory requirements of *Idaho Code § 45-1506* is a central theme in *Spencer v. Jameson*.
- In this case, Defendant Bass asserted that the trustee failed to comply with these requirements, and as a result, the foreclosure sale is void. Under *Spencer v. Jameson*, the sale must be set aside due to these material deviations from the statutory procedures.

Legal Principles Highlighted:

- **Strict Compliance with Statutory Requirements:**
 - Idaho law requires strict compliance with the procedures outlined in the non-judicial foreclosure statutes. Any material irregularities—such as collusion, inadequate notice, or procedural defects—are grounds to set aside a sale.
 - In Defendant Bass' case, the numerous irregularities in the foreclosure process render the sale void and justify setting it aside.
- **No Requirement to Demonstrate Harm:**
 - The Idaho Supreme Court in *Spencer v. Jameson* made it clear that grantors do not need to show that they suffered actual harm in order to challenge a defective foreclosure sale.
 - Defendant Bass' challenge to the foreclosure sale does not require him to demonstrate harm; the material irregularities alone are sufficient to invalidate the sale.

Conclusion:

Spencer v. Jameson is directly applicable to Defendant Bass' case and supports the argument that the foreclosure sale must be set aside due to the procedural and

1 substantive irregularities in the process. The Idaho Supreme Court's decision in *Spencer v.*
2 *Jameson* makes clear that the existence of material irregularities is sufficient to justify
3 setting aside a foreclosure sale, and Plaintiffs cannot demand that Defendant Bass prove
4 harm in order to challenge the sale. The foreclosure process in this case was marred by
5 significant irregularities, and under *Spencer v. Jameson*, the sale is void.

6 **III. CONCLUSION**

7 For the reasons set forth in the supplemental case law discussed above, Defendant Bass
8 respectfully submits that Plaintiffs' Motion for Summary Judgment should have been denied.
9 Procedural and substantive defects, including the lack of a valid default, collusion between the
10 bidder and the trustee, and violations of statutory requirements, marred the foreclosure sale in
11 question. These defects render the sale void under Idaho law, and Plaintiffs cannot claim to be
12 good faith purchasers entitled to possession of the property.

13 The cases of *Breckenridge Prop. Fund 2016, LLC*, *Baker v. Nationstar Mortg., LLC*, *Idaho Power*
14 *Co. v. Benj. Houseman Co.*, *Taylor v. Just*, and *Spencer v. Jameson* all support Defendant Bass'
15 position that the foreclosure sale was void and that Plaintiffs did not acquire valid title to the
16 property with no new arguments added. Accordingly, the Court should set aside the foreclosure
17 sale and deny Plaintiffs' Motion for Summary Judgment.

Dated this 6th day of November 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this **MEMORANDUM IN SUPPORT OF RECONSIDERATION** to Plaintiffs and Co-Defendant's console on November 6th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✓]	Ken Nagy
Postal: Lewis N. Stoddard, Bar No. 7766 []	Idaho Legal Aid Services, Inc.
Halliday, Watkins & Mann, P.C.	Email: kennagy@idaholegalaid.org [✓]
376 East 400 South, Suite 300	Counsel for Dwayne Pike
Salt Lake City, UT 84111	

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 6th day of November, 2024, 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: _____

Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

MOTION FOR RECONSIDERATION

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se, and hereby submit to the Honorable Court's a *MOTION FOR RECONSIDERATION* and moves this Court for reconsideration of its interlocutory order granting summary judgment in favor of Plaintiffs on November 5th 2024, pursuant to *Idaho Rule of Civil Procedure 11.2(b)*. This motion is supported by the following:

I. Grounds for Reconsideration

1. Misinterpretation of *Idaho Code § 45-1508*.

- The summary judgment decision failed to fully interpret the requirements of "good faith for value" under *Idaho Code § 45-1508*. The statute protects foreclosure purchasers only when they act in good faith and for value, not under collusive or unfair conditions.
- The case of *Baker v. Nationstar Mortg., 574 B.R. 184 (Bankr. D. Idaho 2017)* clarifies that these protections are invalid where foreclosure sales lack evidence of default or violate procedural fairness, directly supporting Defendant's argument.

2. Failure to Consider Material Disputes of Fact:

- Defendant's responses addressing Sections C, D, and E of *PLAINTIFFS' REPLY*

MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AS AGAINST

1 *DEFENDANT JEREMY L. BASS* through filings titled *DEFENDANT'S RESPONSE TO*
2 *PLAINTIFF'S ALLEGATIONS IN SECTION C, DEFENDANT'S RESPONSE TO PLAINTIFF'S*
3 *ALLEGATIONS IN SECTION D, and DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS*
4 *IN SECTION E*, were submitted within a limited timeframe due to service by Plaintiffs
5 occurring some time mid-day on Sunday, the 20th of October 2024 leaving only Monday
6 to put together any manor of filing while determining the correct path to respond before
7 the hearing on Tuesday, the 22nd of October 2024. These responses were rejected without
8 proper review despite raising significant procedural questions regarding notice and
9 procedural integrity.

- 10 • Evidence in Section D, for example, indicates Plaintiffs failed to provide verified proof of
11 notice, an essential requirement under Idaho law. Additionally, Section C highlights
12 evidence of pre-auction collusion, which undermines the validity of Plaintiffs' claim as
13 bona fide purchasers.

14 3. Prejudice to Defendant and Manifest Injustice:

- 15 • Proceeding on the basis of this order deprives Defendant of a fair opportunity to
16 address issues essential to his property rights. The current judgment disregards
17 statutory requirements that safeguard due process in trustee sales.

18 **II. Procedural Grounds for Filing**

19 The right to file a Motion for Reconsideration in Idaho courts is directly authorized by the
20 *Idaho Rules of Civil Procedure 11.2(b)*.

- 21 • *Idaho Rule of Civil Procedure 11.2(b)* (Motion for Reconsideration):
 - 22 ○ Provision: *IRCP 11.2(b)* explicitly permits a party to file a motion to reconsider any order
23 entered by the court before final judgment. This includes interlocutory orders, such as
24 summary judgments that do not resolve all claims in a case.
 - 25 ○ Timing: The rule states that a reconsideration motion can be filed "at any time prior to
26 or within 14 days after the entry of a final judgment."
 - 27 ○ Application: Since the order on summary judgment is interlocutory (not a final judgment
28 on the entire case), *IRCP 11.2(b)* serves as the procedural basis for filing this motion,

allowing Defendant to request the court to review its decision before the case fully concludes.

- Supporting Language for Filing: This rule provides a clear procedural pathway to challenge perceived misinterpretations or overlooked facts in a ruling. Defendant’s motion, therefore, seeks to revisit the court’s order based on procedural fairness and due process, with *IRCP 11.2(b)* serving as the basis for reconsideration.

III. Relief Sought

Defendant respectfully requests that the Court vacate its summary judgment order, accept the previously filed memorandums, and reconsider the case with the valid authorities which at the least should allow the case to proceed to trial through the detailed legal standards set forth in the accompanying *MEMORANDUM IN SUPPORT OF RECONSIDERATION* to this motion.

Dated this 6th day of November 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION FOR RECONSIDERATION*** to Plaintiffs and Co-Defendant's counsel on November 6th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✓]

Postal: Lewis N. Stoddard, Bar No. 7766 []

Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

Ken Nagy

Idaho Legal Aid Services, Inc.

Email: kennagy@idaholegalaid.org [✓]
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.

County of NEZ PERCE)

On the 6th day of November, 2024, 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: _____

Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**OBJECTION TO MEMORANDUM OF COSTS AND
ATTORNEY FEES**

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Mr. Bass"), Perforce Pro Se, and respectfully submits this *Objection to the Plaintiffs' Memorandum of Costs and Attorney Fees*, filed November 27, 2024, pursuant to *Idaho Rule of Civil Procedure 54(d)(6)*.

I. BASIS FOR OBJECTION

1. Unreasonable and Excessive Fees:

Plaintiffs seek \$9,330.00 in attorney fees at a rate of \$300 per hour for 31.1 hours, in addition to \$296.91 in costs. The requested amount is unreasonable and disproportionate, given:

- The routine nature of the filings.
- Lack of substantive complexity in the issues presented.
- Inflated billing entries for unnecessary or duplicative tasks.

2. Lack of Justification and Compliance with *IRCP Rule 54(e)(3)*

Plaintiffs fail to meet their burden of demonstrating compliance with the factors set forth in *IRCP Rule 54(e)(3)*, including:

- The time and labor required.
- The novelty and difficulty of the questions involved.
- The skill requisite to perform the legal services properly.
- The reasonableness of the fees relative to the results obtained..

3. Inclusion of Improper or Inflated Costs:

The Plaintiffs included charges for activities that were unnecessary, unrelated to the core legal issues, or improperly inflated.

- Costs related to filings that were duplicative or unrelated to substantive motions.
- Inclusion of speculative or anticipated fees for work not yet performed, such as future preparation for hearings and replies.

4. Disproportionate Impact of Award:

The requested fees and costs are disproportionately punitive and do not reflect the economic realities of this case. Defendant is a self-represented litigant with limited resources, defending against procedural and substantive irregularities in the foreclosure and auction processes.

II. LEGAL ARGUMENT

Pursuant to *Idaho Rule of Civil Procedure 54(e)(3)*, the Court must evaluate the reasonableness of attorney fees based on specific factors, including:

- The time and labor involved.
- The novelty and difficulty of the issues.
- The results obtained relative to the effort expended.

In this case:

1. Routine Nature of Work:

The legal services provided by Plaintiffs' counsel involved straightforward filings for summary judgment and opposition to motions, requiring no extraordinary skill or effort.

2. Lack of Complexity:

The issues presented, including procedural compliance with Idaho foreclosure statutes, are well-established and do not warrant the excessive hours billed.

3. Failure to Prove Reasonableness:

Plaintiffs fail to provide adequate justification for their claimed fees, nor do they show that their efforts directly contributed to the resolution of substantive issues.

III. REQUEST FOR RELIEF

Defendant respectfully requests that this Court:

1. Strike or reduce the Plaintiffs' claim for attorney fees and costs to a reasonable amount consistent with the applicable standards under Idaho law.
2. Deny any speculative or anticipated costs not yet incurred.
3. Require Plaintiffs to provide a detailed, itemized accounting of their claimed fees and costs, demonstrating compliance with *IRCP Rule 54(e)(3)*.

Dated this 4th day of December 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***OBJECTION TO MEMORANDUM OF COSTS AND ATTORNEY FEES*** to Plaintiffs and Co-Defendant's counsel on December 4th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✓] Postal: Lewis N. Stoddard, Bar No. 7766 [] Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org [✓] Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.
County of NEZ PERCE)

On the 4th day of December, 2024, 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: _____

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7 **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**
8 **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
**MEMORANDUM IN SUPPORT
OF DEFENDANT'S RESPONSE**
- **AUCTION**

DEMAND FOR JURY

9
10 **I. Introduction**

11 This memorandum is submitted in support of the Defendant's response to the Plaintiff's
12 Complaint for Eviction. It addresses the statutory requirements and legal implications of
13 conducting a foreclosure auction as a "public auction" under *Idaho Code § 45-1504*, particularly
14 in light of alleged auction fixing, collusion between the buyer, trustee, and mortgage servicer,
15 and a breach of contract by Carrington Mortgage Services.

16
17 **II. Additional Facts**

18 Carrington Mortgage Services had agreed to allow the Defendant to pay off the house rather
19 than proceeding with an auction that was already under suspicion for collusion, price-fixing, and
20 coercion. The Defendant was informed by a developer involved in the auction process that the
21 auction was being rigged, involving threats, intimidation, and potential use of force to compel
22 the Defendant to act against his will. This coercion is akin to extortion, where threats are used to
23 obtain property, money, or other benefits. Carrington was aware of the Defendant's ability to pay

1 off the house, but the funds were tied up in probate following the Defendant's mother's passing
2 on July 7th, 2023.

3
4 Carrington agreed to a payoff arrangement and began the process of calculating the correct
5 figures, despite continuing to downplay the fraudulent actions. As proof of this verbal and
6 binding agreement, Carrington sent new figures for the payoff. Although the numbers were
7 incorrect, the Defendant proceeded with the understanding that paying off the house would
8 remove it from the auction process, thereby minimizing further damages and allowing the
9 Defendant to seek recourse later. Carrington further demonstrated their commitment to this
10 arrangement by not paying the property taxes or the house insurance, obligations which would
11 have otherwise been theirs to cover. In November, the Defendant paid the home insurance for
12 the year and the second half of the year's property taxes, reinforcing the understanding that the
13 property was being transitioned out of the foreclosure process.

14
15 Despite these ongoing efforts and regular updates provided by the Defendant on the probate
16 process, Carrington abruptly proceeded with the auction, breaching the agreement that had been
17 established. This action not only violated the terms of the payoff arrangement but also
18 constituted a breach of contract, as Carrington had agreed to halt the foreclosure process in
19 exchange for the Defendant paying off the demanded amount.

20 21 **III. Legal Analysis**

22 **A. Trustee's Powers under Idaho Code § 45-1504:**

23 *Idaho Code § 45-1504* grants the trustee the authority to sell the property described in a
24 trust deed through a public auction if the borrower defaults. This statute requires that the

1 auction be open, competitive, and conducted in a manner that ensures transparency and
2 fairness for all potential bidders. The trustee, acting as a fiduciary, must manage the sale with
3 integrity, ensuring that the process is not influenced by improper actions or collusion. The
4 statutory mandate to "sell the property at a public auction" implies that the auction must
5 adhere to principles of openness and fairness, where all interested parties can participate
6 without undue influence or manipulation.

7 **B. Definition of "Public Auction"**

8 According to Black's Law Dictionary:

9 *"A public auction is an auction held openly, allowing all qualified bidders to*
10 *participate, with the sale going to the highest bidder. Public auctions are typically*
11 *advertised in advance, and the rules are established to promote transparency and*
12 *fairness."*

13 This definition emphasizes that a public auction must be open to the public, allowing for
14 fair competition among bidders, with no hidden agreements or preferential treatment. The
15 trustee's role is to conduct the auction impartially, ensuring that the process reflects these
16 principles. Furthermore, in *Kane v. Union State Bank, 21 F. Supp. 225 (D. Idaho 1937)*, the court
17 held that a public auction must be conducted in a manner that fosters competitive bidding
18 and does not allow for collusion among bidders.

19
20 The fixing of an auction, where the outcome is predetermined through collusion between
21 the buyer, trustee, mortgage servicer, or other interested parties, violates the very essence of
22 what a "public auction" is supposed to represent. Such practices undermine the competitive
23 nature of the auction, preventing it from being truly "public" as required by law. This
24 manipulation of the auction process caused great harm to me, as it effectively stole the equity
25 I had built up in my home.

1
2 Had the auction been conducted starting at fair market value, as required by a fair and
3 transparent process, it is highly likely that a bid near or at the fair market value would have
4 been received. In such a scenario, there would have been up to approximately \$150,000 in
5 equity that they would have had to return to me. However, by rigging the auction for their own
6 benefit, they completely wiped away all the equity I had accumulated over the years through
7 overpayments and responsible financial management. It's theft of home own's equity that the
8 perpetrators have tried to normalize to make it seem as if there is no victim.

9
10 This deliberate and knowing act of fixing the auction not only deprived me of the
11 substantial equity in my home but also demonstrates a willful and malicious intent to cause
12 financial harm. By knowingly engaging in practices that prevented a fair market auction,
13 Carrington Mortgage Services and the trustee effectively stole the financial security I had
14 worked hard to build, causing significant and lasting injury.

15 16 C. Relevant Idaho and U.S. Codes

17 In addition to *Idaho Code § 45-1504*, several other related statutes and legal principles further
18 clarify the obligations of trustees and the requirements for conducting a public auction:

- 19 1. ***Idaho Code § 45-1506***: specifies the process and requirements for non-judicial
20 foreclosures, including notice, timing, and auction procedures. Failure to comply with
21 these statutory requirements can result in the auction being deemed invalid, as
22 established in *Wells Fargo Bank, N.A. v. Renz*, 124 Idaho 885, 865 P.2d 66 (1993).

2. ***Idaho Code § 45-1502***: provides definitions for terms used in Idaho's foreclosure statutes, including "trustee," "beneficiary," and "trust deed," ensuring clarity in the roles and responsibilities of each party involved in the foreclosure process.
3. ***Idaho Code § 45-1505***: details the requirements for notifying a borrower of default under a trust deed before proceeding with foreclosure. Proper notice is critical in ensuring that the borrower is fully informed of their rights and obligations.
4. ***Idaho Code § 45-1512***: describes the process for a trustee to reconvey title to the borrower upon satisfaction of the secured obligation, reinforcing the principle that the trustee must act in the best interests of all parties involved.
5. ***Idaho Code § 45-1513***: provides guidelines for conducting the sale, including the public nature of the auction, bidding procedures, and handling of proceeds. These guidelines are designed to ensure that the auction is conducted fairly and transparently.
6. ***Idaho Code § 55-809***: mandates that all deeds, mortgages, and other instruments affecting real property be recorded to provide notice to subsequent purchasers and creditors. The recording of the Trustee's Deed following a public auction is crucial in ensuring the validity of the sale, as unrecorded instruments may not provide the legal notice required by Idaho law. In this case, the auction cannot be considered a proper foreclosure sale because it was conducted using unrecorded instruments. Specifically, the Trustee's Deed, which should provide clear evidence of the transfer of title, was not recorded in accordance with Idaho law. This failure to record the deed means that the sale may not provide the legal notice required by *Idaho Code § 55-809*, rendering the foreclosure and subsequent auction questionable at best. Furthermore, the last uncontested and properly recorded instrument of title was a Letter of Full Reconveyance. This document, which signifies that the debt secured by the deed of trust has been fully

1 satisfied and the lien released, should have extinguished any subsequent claims against
2 the property. The use of unrecorded and possibly fraudulent instruments to conduct the
3 auction, in the face of a recorded Full Reconveyance, is a blatant violation of Idaho's
4 recording statutes and casts serious doubt on the validity of the foreclosure and auction
5 process.

6 7. **11 U.S.C. § 704**: outlines the duties of a trustee in bankruptcy, including the collection and
7 liquidation of the debtor's assets and the distribution of proceeds to creditors. These
8 duties emphasize the trustee's role in ensuring that the auction process is conducted
9 fairly and in accordance with the law.

10 8. **11 U.S.C. § 1106**: describes the duties of a trustee or examiner appointed in Chapter 11
11 bankruptcy cases, including conducting auctions of estate assets. This statute reinforces
12 the trustee's obligation to act impartially and in the best interests of all parties.

13 9. **12 U.S.C. § 1701j-3**: pertains to the rights of mortgage holders (including trustees) to
14 enforce due-on-sale clauses, which can impact foreclosure and auction proceedings. This
15 federal statute underscores the importance of adhering to contractual obligations and
16 ensuring that the auction process is conducted transparently.

17 10. **26 U.S.C. § 6335**: covers the procedures for the IRS to sell property seized for non-
18 payment of taxes, including auction procedures. This statute highlights the federal
19 standards for conducting auctions, which emphasize transparency and fairness.

20 11. **15 U.S.C. § 78fff**: outlines the duties of a trustee appointed to oversee the liquidation of a
21 brokerage firm, including conducting auctions of assets. This statute further emphasizes
22 the trustee's role in ensuring that the auction process is conducted impartially and
23 without collusion.

- 1 12. **28 U.S.C. § 2001**: governs the sale of real property under the jurisdiction of a federal
2 court, often by a trustee or receiver. This statute underscores the importance of
3 conducting public auctions in a manner that is open, transparent, and free from
4 manipulation.
- 5 13. **28 U.S.C. § 2004**: covers the sale of personal property under federal court jurisdiction,
6 including auctions. This statute reinforces the principles of transparency and fairness in
7 the auction process.
- 8 14. **12 U.S.C. § 1821**: governs the powers of the Federal Deposit Insurance Corporation (FDIC)
9 when acting as a receiver, including conducting auctions of a failed institution's assets.
10 While the Idaho Code may provide limited or vague guidance on what constitutes a
11 "public auction," federal law, as exemplified by *12 U.S.C. § 1821*, sets a more stringent
12 standard that emphasizes transparency, fairness, and the prevention of collusion in the
13 auction process. The FDIC is required to conduct auctions in a manner that is open and
14 accessible to all qualified bidders, ensuring that the highest bid is accepted without bias
15 or manipulation. These federal standards are designed to protect the integrity of the
16 auction process and to prevent any party from exerting undue influence to manipulate
17 the outcome. In situations where state law may not fully define the parameters of a
18 public auction, federal standards like those set forth in *12 U.S.C. § 1821* provide clear
19 guidance on how such auctions should be conducted. This federal statute underscores
20 the broader policy goal of ensuring that all public auctions, regardless of the specific
21 context, are conducted transparently and free from collusion. By adhering to these
22 standards, auctions are more likely to achieve fair market value for the assets in
23 question, thereby protecting the interests of all parties involved. In the present case,
24 where the foreclosure auction was marred by allegations of fixing and collusion, *12 U.S.C.*

1 § 1821 offers a clear federal standard that highlights the deficiencies in the way the
2 auction was conducted under Idaho law.

3
4 D. Enforceability of Verbal Contracts in Idaho

5 In Idaho, verbal contracts can be enforceable, provided certain conditions are met, such as
6 clear evidence of the agreement, mutual assent, and consideration. The following Idaho
7 statutes and case law support the enforceability of verbal contracts:

8
9 1. *Idaho Code § 28-2-201: Statute of Frauds*

10 This section generally requires certain contracts to be in writing to be enforceable, such as
11 contracts for the sale of goods over \$500. However, it also recognizes exceptions where a
12 verbal contract may still be binding if:

- 13 • The goods are specially manufactured.
- 14 • The party against whom enforcement is sought admits in court that the contract
15 was made.
- 16 • Payment has been made and accepted, or goods have been received and accepted.

17 Although this statute primarily addresses goods, it underscores the concept that certain
18 verbal agreements can be binding and enforceable under specific circumstances, such as
19 where the agreement is clear and the terms have been partially performed.

20
21 2. *Idaho Code § 9-503: Evidence of Agreement*

22 This statute allows for the introduction of evidence to establish the existence and terms
23 of a verbal agreement. This is crucial in cases where the agreement is verbal but
24 supported by subsequent actions (such as payments made or services provided) that

confirm the existence of a binding contract. In the case at hand, the Defendant's payments for home insurance and property taxes, typically covered by the mortgage servicer, serve as evidence of the verbal agreement.

3. *Idaho Code § 29-110: Consideration Required for Contracts*

This statute affirms that consideration, which can be a promise, an act, or forbearance, is required to make a contract binding. The verbal agreement between the Defendant and Carrington Mortgage Services involved mutual promises—Carrington's promise to halt the auction in exchange for the Defendant's payment—constituting valid consideration and making the agreement enforceable under Idaho law.

4. *Idaho Code § 28-3-303: Consideration*

This statute provides that a contract is enforceable if it is supported by consideration, meaning that each party has provided something of value in exchange for the promise made by the other. In the case of the verbal agreement, the Defendant's promise to pay off the mortgage and Carrington's promise to halt the foreclosure both constitute consideration, binding the parties to their agreement.

Summary:

In Idaho, verbal contracts are generally enforceable if they are supported by mutual assent, consideration, and clear evidence of the agreement's terms. The key statutes and case law cited above reinforce the principle that verbal agreements can be binding, particularly where one party has acted in reliance on the agreement, as would be the case with Carrington Mortgage Services agreeing to halt the foreclosure in exchange for the

1 Defendant's promise to pay off the mortgage. In this case, the verbal agreement between
2 the Defendant and Carrington Mortgage Services would likely be considered enforceable
3 under Idaho law, particularly given the evidence of payments and other actions
4 demonstrating both parties' intent to be bound by the agreement.
5

6 **E. Breach of Contract**

7 The elements of a claim for breach of contract under Idaho law are:

- 8 1. ***Existence of a Contract***: Carrington Mortgage Services and the Defendant had a verbal
9 and binding agreement allowing the Defendant to pay off the house rather than proceed
10 with the auction. This agreement was evidenced by Carrington's actions, including
11 sending payoff figures and allowing the Defendant to assume responsibilities typically
12 held by the mortgage servicer (such as paying taxes and insurance).
- 13 2. ***Breach of the Contract***: Carrington Mortgage Services breached the contract by
14 proceeding with the auction despite agreeing to a payoff arrangement and receiving
15 regular updates on the probate process. The auction was held out of the blue, without
16 honoring the agreement to hold off on foreclosure.
- 17 3. ***Causation of Damages***: The breach of the contract caused significant harm to the
18 Defendant, including the potential loss of his home and the financial and emotional toll
19 associated with the improper auction process.
- 20 4. ***Amount of Damages***: The damages incurred by the Defendant include the value of the
21 property, legal costs, and other financial losses directly related to Carrington's breach of
22 the agreement, such as time spent securing the Defendant's property from further theft
23 by having to get 3 storage units to put the whole household into, or having to live in a
24 house that was halfway through a renovation that had to stop in order to minimize

1 damages. The exact amount of damages will be determined based on the property value
2 and additional costs borne by the Defendant.

3 The elements of a claim for breach of contract are as follows:

4 (a) the existence of the contract, (b) the breach of the contract, (c) the breach caused
5 damages, and (d) the amount of those damages. *O'Dell v. Basabe*, 119 Idaho 796, 813, 810
6 P.2d 1082, 1099 (1991)(plaintiff has the burden of proving the existence of a contract and
7 the fact of its breach); *Suitts v. First Sec. Bank of Idaho, N.A.*, 110 Idaho 15, 22, 713 P.2d 1374,
8 1381 (1985)(the damages recoverable must be caused by the breach); *Watkins Co., LLC v.*
9 *Storms*, 152 Idaho 531, 539, 272 P.3d 503, 511 (2012)(the amount of damages must be
10 proved). Additionally, good faith and fair dealing are implied obligations of every contract.
11 *Luzar v. Western Surety*, 107 Idaho 693, 696, 692 P.2d 337, 340 (1984). The implied covenant
12 of good faith and fair dealing “requires that the parties perform, in good faith, the
13 obligations imposed by their agreement, and a violation of the covenant occurs only when
14 either party violates, nullifies or significantly impairs any benefit of the contract.” *Shawver*
15 *v. Huckleberry Estates, L.L.C.*, 140 Idaho 354, 362, 93 P.3d 685, 693 (2004). Further, a breach
16 of the implied covenant of good faith and fair dealing does not occur when one party is
17 “merely exercising its express rights under the...agreement.” *Idaho First Nat. Bank v. Bliss*
18 *Valley Foods, Inc.*, 121 Idaho 266, 288, 824 P.2d 841, 863 (1991) (citing *First Security Bank of*
19 *Idaho v. Gaige*, 115 Idaho 172, 176, 765 P.2d 683, 687 (1988)).

20 21 **F. Conflict of Interest: IDEA Law Group**

22 The trustee, IDEA Law Group, had a significant conflict of interest, which compromised their
23 ability to act impartially or neutrally in the foreclosure process. Lawyers from IDEA Law Group
24 and representatives from Carrington Mortgage Services regularly interact with each other at

1 industry events and through organizations such as the American Legal & Financial Network
2 (ALFN). The ALFN is a trade association that represents the interests of the mortgage servicing
3 industry and creditors' rights law firms, including foreclosure trustees.

4
5 The IDEA Law Group and Carrington Mortgage Services both hold leadership positions
6 within ALFN, including on the IDEA Committee, which focuses on inclusion, diversity, equity,
7 and awareness. The connections between these organizations and their representatives, who
8 serve on boards and committees together, raise serious questions about the impartiality of
9 the trustee in this case. The fact that they regularly collaborate and participate in the same
10 events, such as the IDEA Summit hosted by ALFN, suggests that the trustee may have been
11 influenced by their relationships with Carrington Mortgage Services, rather than acting solely
12 in the best interests of the borrower and beneficiaries.

13
14 This conflict of interest undermines the trustee's ability to act in good faith and fulfill their
15 fiduciary duties as required by Idaho law. The trustee's primary duty is to act impartially and
16 in the best interests of all parties involved in the foreclosure process, including the borrower
17 and creditors. However, the close relationship between IDEA Law Group and Carrington
18 Mortgage Services suggests that the trustee may have been biased in favor of the mortgage
19 servicer, leading to a foreclosure process that was neither fair nor transparent.

20 21 **III. Conclusion**

22 Fixing an auction where the trustee, mortgage servicer, and buyer work together to
23 predetermine the outcome is a clear violation of the principles governing a public auction. Such
24 actions breach the trustee's fiduciary duties, contravene the statutory requirements outlined in

Idaho Code § 45-1504 and related laws, and render the auction invalid under the law.

Furthermore, Carrington Mortgage Services' decision to proceed with the auction, despite a binding payoff agreement, constitutes a breach of contract. The legal requirement for a public auction is that it must be open, fair, and competitive, with the sale determined solely by the highest bid received during the auction process, free from collusion or undue influence.

The conflict of interest involving IDEA Law Group further exacerbates the issues in this case, as the trustee's impartiality is called into question. Given the close relationships between IDEA Law Group and Carrington Mortgage Services, the foreclosure process was compromised, resulting in an unfair and biased outcome.

TABLE OF AUTHORITIES

STATUTES:

<i>Idaho Code § 28-2-201: Statute of Frauds</i>	8
<i>Idaho Code § 28-3-303: Consideration</i>	9
<i>Idaho Code § 29-110: Consideration Required for Contracts</i>	9
<i>Idaho Code § 45-1502</i>	5
<i>Idaho Code § 45-1504</i>	2
<i>Idaho Code § 45-1505</i>	5
<i>Idaho Code § 45-1506</i>	4
<i>Idaho Code § 45-1512</i>	5
<i>Idaho Code § 45-1513</i>	5
<i>Idaho Code § 55-809</i>	5
<i>Idaho Code § 9-503: Evidence of Agreement</i>	8

US CODE:

<i>11 U.S.C. § 1106</i>	6
<i>11 U.S.C. § 704</i>	6
<i>12 U.S.C. § 1701j-3</i>	6
<i>12 U.S.C. § 1821</i>	7
<i>15 U.S.C. § 78fff</i>	6
<i>26 U.S.C. § 6335</i>	6
<i>28 U.S.C. § 2001</i>	7
<i>28 U.S.C. § 2004</i>	7

SECONDARY SOURCES:

1	Black's Law Dictionary Definition of "Public Auction"	3
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CASES:

4	<i>Idaho First Nat. Bank v. Bliss Valley Foods, Inc.</i> , 121 Idaho 266, 288, 824 P.2d 841, 863 (1991)	11
5	<i>Luzar v. Western Surety</i> , 107 Idaho 693, 696, 692 P.2d 337, 340 (1984)	11
6	<i>O'Dell v. Basabe</i> , 119 Idaho 796, 813, 810 P.2d 1082, 1099 (1991)	11
7	<i>Shawver v. Huckleberry Estates, L.L.C.</i> , 140 Idaho 354, 362, 93 P.3d 685, 693 (2004).	11
8	<i>Suits v. First Sec. Bank of Idaho, N.A.</i> , 110 Idaho 15, 22, 713 P.2d 1374, 1381 (1985)	11
9	<i>Watkins Co., LLC v. Storms</i> , 152 Idaho 531, 539, 272 P.3d 503, 511 (2012)	11

Dated this 13 day of August 2024.

Respectfully submitted,
 Jeremy L. Bass
 Defendant/ Pro Se

 Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MEMORANDUM IN SUPPORT OF DEFENDANT'S RESPONSE to Plaintiffs on August 13th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	
---	--

Jeremy L. Bass
 Defendant

 Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _13_ day of __August__, 2024, 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: _____

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7 **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**
8 **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
**MOTION FOR APPOINTMENT
OF CO-COUNSEL**

DEMAND FOR JURY

9
10 **1. Introduction**

11 COMES NOW Plaintiff, JEREMY L. BASS, a pro se litigant, respectfully moves the Court for
12 the appointment of co-counsel to assist in the representation of their case. The Plaintiff
13 faces challenges in navigating the complexities of the legal system and competing against
14 experienced opposing counsel. This motion is grounded in the principles of fairness, equal
15 access to justice, and effective representation for the Plaintiff.

16
17 **2. Legal Authorities and Grounds for Appointment of Co-Counsel**

18 The following legal authorities support the appointment of co-counsel for the Plaintiff:

19 **I. U.S. Constitution:**

- 20 a. Fifth Amendment - Guaranteeing due process of law.
- 21 b. Fourteenth Amendment - Ensuring that no state shall deprive any person of life,
22 liberty, or property without due process of law.

23 **II. Idaho Code:**

1 a. Idaho Code § 7-610 - Allowing the court to appoint counsel for an indigent person in civil
2 cases.

3 III. Case Law:

4 a. Lassiter v. Department of Social Services, 452 U.S. 18 (1981) - Recognizing that due
5 process may require appointment of counsel in certain civil cases.

6 b. In re Marriage of Cabrera, 122 Idaho 156, 159 (1991) - Noting that the appointment of
7 counsel for indigent persons in civil matters is within the discretion of the court.

8 c. Bounds v. Smith, 430 U.S. 817 (1977) - Establishing the right to access legal resources and
9 assistance for incarcerated individuals.

10 d. Airey v. Ireland, 32 Eur. Ct. H.R. (ser. A) (1979) - Holding that lack of legal assistance in civil
11 cases may impair effective access to court when the case involves complex legal issues
12 or when the litigant is at a significant disadvantage.

13 e. Smith v. Williams, 782 F.2d 867 (9th Cir. 1986) - Recognizing that pro se litigants are at a
14 disadvantage due to their unfamiliarity with the rules of procedure and substantive law.

15 f. Turner v. Rogers, 564 U.S. 431 (2011) - Acknowledging that certain procedural
16 safeguards may be required for unrepresented litigants in civil cases.

17 **3. Argument for Appointment of Co-Counsel**

18 I. The Plaintiff faces challenges due to their pro se status, which places them at a
19 significant disadvantage against experienced opposing counsel. Furthermore, the
20 Plaintiff lacks access to legal resources such as PACER, which hinders their ability to
21 effectively research and prepare their case.

II. The appointment of co-counsel would help level the playing field by providing the
Plaintiff with limited assistance in understanding complex legal issues, navigating

procedural rules, and accessing essential legal resources. This would ensure that the Plaintiff's right to due process and equal access to justice is protected.

III. The appointment of co-counsel would not shift full responsibility for the case from the Plaintiff to the appointed attorney. The co-counsel would serve in an advisory role for limited periods, such as a few hours of consultation or during pretrial sessions. This approach would maintain the spirit of pro se litigation, as the Plaintiff would continue to bear primary responsibility for their case.

IV. The Court has discretion to appoint co-counsel for indigent litigants in civil matters under Idaho Code § 7-610 and in accordance with the legal authorities discussed above. The appointment of co-counsel would serve the interests of justice by addressing the Plaintiff's disadvantages in terms of legal knowledge, experience, and access to resources.

V. By analogy, courts have recognized the need to provide assistance to individuals with mental disabilities or impairments in civil proceedings. This rationale supports the appointment of co-counsel for the Plaintiff, who faces similar disadvantages as a pro se litigant lacking the tools and experience of opposing counsel.

4. Conclusion

I. In light of the foregoing, the Plaintiff respectfully requests that the Court exercise its discretion and appoint co-counsel to assist in the representation of their case. By doing so, the Court would help ensure that the Plaintiff's right to due process and equal access to justice is protected, while maintaining the spirit of pro se litigation. This appointment would serve the interests of justice by addressing the Plaintiff's disadvantages in terms of legal knowledge, experience, and access to resources, thus creating a more equitable legal environment for all parties involved.

TABLE OF AUTHORITIES

CASES:

Airey v. Ireland, 32 Eur. Ct. H.R. (ser. A) (1979)	2
Bounds v. Smith, 430 U.S. 817 (1977)	2
Lassiter v. Department of Social Services, 452 U.S. 18 (1981)	2
re Marriage of Cabrera, 122 Idaho 156, 159 (1991)	2
Smith v. Williams, 782 F.2d 867 (9th Cir. 1986)	3
Turner v. Rogers, 564 U.S. 431 (2011)	3

STATUTES:

Idaho Code § 7-610	2, 4
--------------------------	------

U.S. CONSTITUTION:

Fifth Amendment	2
Fourteenth Amendment	2

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MOTION FOR APPOINTMENT OF CO-COUNSEL to Plaintiffs on August 13th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	
---	--

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _13_ day of __August__, 2024, 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: _____

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7 **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**
8 **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
**MOTION TO DISMISS AND STRIKE
SUMMONS AND COMPLAINT**

DEMAND FOR JURY

9
10 COMES NOW, Jeremy L. Bass, the Defendant in the above-captioned matter, and moves the
11 Court for a dismissal of the Complaint and to strike the Summons and Complaint filed by the
12 Plaintiff, DPW Enterprises LLC and Mountain Prime 2018 LLC, on the following grounds:

13
14 **1. Improper Conduct of Foreclosure and Trustee's Deed:** The foreclosure process and
15 subsequent Trustee's Sale were conducted based on a fraudulent instrument, as detailed
16 in the Defendant's Response. Forensic analysis has demonstrated that the signature on
17 the document does not match the Defendant's, rendering the Trustee's Deed void and
18 the Plaintiff's claims to ownership invalid.

19
20 **2. Invalid Foreclosure Auction:** The foreclosure auction was conducted in violation of Idaho
21 Code § 45-1504, which mandates that such auctions be public and fair. The auction was
22 allegedly rigged and manipulated, violating both state law and federal antitrust laws (15

1 U.S.C. §§ 1-2). The Trustee's actions compromised the fairness of the auction, thus
2 invalidating the Plaintiff's claim to ownership based on the resulting Trustee's Deed.
3

4 **3. Failure to Join Necessary Parties:** The Plaintiff's claim for ejectment relies on the validity of
5 the foreclosure and Trustee's Sale, which directly involves entities like Carrington
6 Mortgage Services and the Trustee. These parties played a critical role in the foreclosure
7 process, and their involvement is necessary for a complete adjudication of this matter.
8 The failure to include these parties violates Idaho Rules of Civil Procedure 19 and leaves
9 the court without all necessary parties to resolve the case fully and fairly.
10

11 **4. Conflict of Interest:** The Trustee, IDEA Law Group, had a significant conflict of interest in the
12 foreclosure process due to its close relationship with Carrington Mortgage Services, as
13 detailed in the Defendant's Memorandum. This conflict compromised the fairness of the
14 foreclosure process and warrants dismissal of the Plaintiff's claims.
15

16 **5. No Hearing on Eviction:** The Plaintiff has not set or served notice of any hearing concerning
17 the eviction, which is a requirement for due process. The lack of a hearing further
18 invalidates the eviction proceedings.
19

20 WHEREFORE, Defendant respectfully requests that this Court:

- 21 1. Dismiss the Plaintiff's Complaint for Ejectment with prejudice;
- 22 2. Strike the Summons and Complaint as improperly served and legally deficient;
- 23 3. Deny the Plaintiff's request for attorney's fees and costs;
- 24 4. Grant the Defendant any other relief that the Court deems just and proper..

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT to Plaintiffs on August 13th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	
---	--

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, 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: _____

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7 **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**
8 **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**AFFIDAVIT OF JEREMY L. BASS
IN SUPPORT OF DEFENDANT'S RESPONSE
TO PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT**

DEMAND FOR JURY

9
10
11 COMES NOW Plaintiff, JEREMY L. BASS, AND PROVIDES THIS AFFIDAVIT OF JEREMY L. BASS IN
12 SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT in
13 regards to his knowledge of events and everything he believes to be true regarding pleading for
14 the proceedings over the property located at **1515 21ST AVE. LEWISTON ID 83501-3926** (hereinafter
15 "THE PROPERTY" or "HOUSE" fully described in further reading). The reason for this affidavit is to
16 help meet the page limits defined in District Local Rule Civ 7.1 (Civil) [v. 4] .

17 I, Jeremy L. Bass, Pro Se, hereby makes the following statements of fact as to his personal
18 knowledge and attests the same to be true to the best of his knowledge, being first duly sworn
19 on oath, depose and state as follows:

- 20 1. I am the Defendant in the case DPW Enterprises LLC and Mountain Prime 2018 LLC vs.
21 Jeremy L. Bass, Dwayne Pike, et al., Case No. CV35-24-1063, in the District Court of the
22 Second Judicial District for the State of Idaho in and for Nez Perce County.

2. I am the lawful owner of the property located at 1515 21st Avenue, Lewiston, Idaho 83501, and I am proforce pro se in this matter.

3. I submit this affidavit in support of my Response to Plaintiffs' Motion for Summary Judgment, to introduce and authenticate evidence supporting my claims that the auction of my property was rigged, fraudulent, and procedurally invalid.

4. The following evidence is relevant to demonstrating bid manipulation, collusion, and irregularities in the auction process:

a. Exhibit A: Facebook Messenger Chat Log a. A series of messages exchanged between myself and Glenda Morlan from May 19, 2023, to June 2, 2023, via Facebook Messenger. In these messages, Ms. Morlan makes repeated attempts to coerce me into selling my property to her and discloses information about the rigged nature of the auction.

i. Chat Log Document: The chat log is attached as chat log.md.

ii. Key Messages: Ms. Morlan warns about the foreclosure auction and attempts to pressure me into a sale before the rigged auction could take place, stating:

1. "The mortgage company will buy it... and then auction it off again to recap all expenses."

2. "Right now, your only chance to get out without a foreclosure... is to do a quick sell and because of time it will have to be cash."

[Relevant Section: Exhibit B from Response to MSJ, pages X-Y.]

[File Reference: chat log.md]

b. Exhibit B: Transcript of Recorded Audio Call a. A recorded conversation between myself and Glenda Morlan, a local property developer, on June 2, 2023, via Meta's

Messenger app. This conversation discusses irregularities in the foreclosure process and intimidation tactics used to coerce me into selling my property.

i. Transcript: A full transcription of this conversation is attached, titled 230602_0285.mp3 transcript.md.

ii. Original Audio: The audio file is labeled 230602_0285.mp3.

[Relevant Section: Response to MSJ, pages X-Y.]

[File Reference: 230602_0285.mp3 transcript.md]

c. Exhibit C: Video Evidence of the Auction a. A series of video recordings taken on February 29, 2024, during the foreclosure auction. These recordings show the absence of competitive bidding and collusive behavior by the Plaintiffs and their representatives.

i. Video Files:

1. 20240229_110157.mp4

2. 20240229_110252.mp4

3. 20240229_110654.mp4

[Relevant Section: Response to MSJ, pages X-Y.]

[File Reference: Video files located under *E:_GIT\obsidian\BoA timeline\proceedings\parties\after sale\defendant\2024-09-23\evidence\The rigged auction*]

5. I assert that this evidence demonstrates that the Plaintiffs were aware of defects in the auction process and that the auction was not conducted in good faith, as required under **Idaho Code § 45-1508**. Specifically, the Plaintiffs' knowledge of title defects, irregularities in the foreclosure process, and their participation in a pre-arranged, collusive auction precludes them from claiming bona fide purchaser status.

1 6. I respectfully request that the Court deny Plaintiffs' Motion for Summary Judgment and
2 allow this case to proceed to trial, where these material issues of fact can be resolved.

3 7. Attached to this affidavit are true and correct copies of the evidence referenced above.

4 FURTHER AFFIANT SAYETH NAUGHT.

5

Dated this 15 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and/or first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 15th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _15_ day of __October__, 2024, 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: _____

1

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION C**

DEMAND FOR JURY

9
10 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the *Plaintiffs' Reply Memorandum in*
12 *Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass*, (hereinafter
13 "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
14 the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
15 arguments set forth herein.

16 **I. INTRODUCTION**

17 The Defendant submits this response to address the allegations made by Plaintiff in Section C
18 of the Plaintiff's Memorandum. The Plaintiffs claim bona fide purchaser status and argue that
19 Defendant Bass's disputes with the prior lender, servicer, or trustee do not create a genuine
20 issue of material fact. However, this response will demonstrate that the Plaintiffs' admission of
21 pre-auction coordination with the trustee, collusion, and bid manipulation not only invalidate
22 the trustee's sale but also constitute violations of federal antitrust laws and Idaho's statutory

1 requirements for public auctions. Additionally, this response will introduce Exhibit S, which
2 provides email communications sent by Defendant Bass to the trustees, warning them to halt the
3 auction due to ongoing legal and ethical violations, while the payoff was actively in process at
4 the time.

5 Furthermore, the case is still under investigation by several authorities, as far as Defendant
6 Bass is aware. When speaking with the Prosecutor's Office, Nathaniel Rupp specifically advised
7 Defendant Bass not to leave until the case comes to their desk for review. This statement
8 underscores the importance of awaiting the Prosecutor's full assessment, further delaying the
9 resolution of the current case until all legal violations are reviewed.

10 II. ARGUMENTS

11 A. Felony Admission: Plaintiffs' Admission of Pre-Auction Coordination is a Violation of Law

12 In the Second Declaration of DPW Enterprises LLC, the Plaintiffs admit to contacting
13 the trustee before the auction to discuss the opening bid and other details (*see SECOND*
14 *DECLARATION OF DPW ENTERPRISES LLC*). This admission directly implicates the Plaintiffs
15 in bid manipulation and collusion, which not only violates the Idaho Trust Deeds Act but
16 also constitutes a felony under federal antitrust laws. Specifically, under *Section 1 of the*
17 *Sherman Antitrust Act (15 U.S.C. § 1)*, any agreement, conspiracy, or contract that restrains
18 trade or manipulates competitive bidding in a public auction is a criminal offense.

19 This acknowledgment of pre-auction coordination by the Plaintiffs is an admission of
20 engaging in activities that are illegal under both state and federal law. The Plaintiffs'
21 actions subvert the integrity of the public auction process, which is meant to be open, fair,
22 and competitive. Such manipulation is not only unethical but criminal, and this Court must
23 take note of the felony-level behavior that the Plaintiffs have admitted to engaging in.

1 **B. Plaintiffs' Admission Creates Jurisdictional Issues Under Federal Law**

2 Due to the Plaintiffs' engagement in actions that violate federal antitrust laws, this
3 case no longer belongs in state court. The Sherman Antitrust Act, under which bid-rigging
4 and collusion in auctions are strictly prohibited, mandates that cases involving such
5 violations be tried in federal court.

6 The federal jurisdiction arises from the nature of the Plaintiffs' actions, which involve
7 interstate commerce and anti-competitive practices. Given that the auction involved
8 parties across state lines and violated federal competition laws, this Court must dismiss
9 the case for lack of jurisdiction and transfer it to federal court. Idaho state courts do not
10 have jurisdiction over matters involving violations of the Sherman Act, especially when
11 the Plaintiffs themselves have admitted to felony-level violations. Therefore, this case
12 must be heard at the federal level (*see SECOND DECLARATION OF DPW ENTERPRISES LLC*).

13 **C. Material Issues of Fact Raised by Defendant Bass: Collusion, Bid Manipulation, and Invalid**
14 **Trustee's Sale**

15 Contrary to the Plaintiffs' claims, Defendant Bass has raised genuine issues of material
16 fact that prevent summary judgment from being granted. These disputed facts include:

17 **1. Bid Manipulation and Collusion:**

18 Plaintiffs have admitted to coordinating with the trustee before the auction,
19 seeking privileged information about the opening bid and other details (*see*
20 *SECOND DECLARATION OF DPW ENTERPRISES LLC*). This constitutes a manipulation
21 of the auction process, directly affecting the fairness of the sale and violating
22 both state auction laws and federal antitrust regulations. Plaintiffs cannot claim
23 to be bona fide purchasers when they engaged in collusive practices that
24 subverted the auction.

1 **2. Awareness of Property Defects:**

2 The Plaintiffs were fully aware of legal defects affecting the property prior to
3 the auction, disqualifying them from claiming bona fide purchaser status.
4 Defendant Bass was present at the auction with clear warnings about the auction
5 being rigged, and these public warnings, along with the Plaintiffs' pre-auction
6 communications, gave them actual or constructive notice of these defects.

7 **3. Trustees' Breach of Fiduciary Duty:**

8 The trustees allowed the auction to proceed despite being aware of
9 irregularities and coordination between the Plaintiffs and themselves. This
10 constitutes a breach of their fiduciary duty to conduct the auction in a fair, open,
11 and transparent manner.

12 **4. Pre-Arranged Bids and Lack of Competition:**

13 The evidence demonstrates that the Plaintiffs arrived at the auction with pre-
14 printed checks, indicating that they were aware of the auction's outcome ahead of
15 time, further proving that the auction was manipulated. The absence of
16 competitive bidding due to this rigging violates Idaho's Trust Deeds Act and
17 further supports the claim that the Plaintiffs cannot be considered bona fide
18 purchasers.

19 **5. Exhibit S: Emails Demonstrating Trustees' Awareness of Legal Violations and**
20 **Payoff in Process:**

21 Defendant Bass submitted written communications (*attached as Exhibit S*) to
22 the trustees prior to the auction, warning them of severe legal violations related
23 to the auction process. These emails, dated February 28, 2024, and December 6,
24 2024, notified the trustees that continuing with the auction would constitute a

1 deliberate breach of the Sherman Antitrust Act, along with other legal
2 misrepresentations about the property. Additionally, Defendant Bass made it
3 clear that the payoff was in process, and the financial obligations were being
4 actively managed. Despite this, the trustees ignored these warnings and
5 proceeded with the auction, exposing all involved parties to legal liabilities. These
6 emails demonstrate that the trustees were fully aware of the collusion, the
7 ongoing payoff process, and the illegalities surrounding the auction but chose to
8 move forward, violating their fiduciary duties.

9 **6. Ongoing Investigations and Prosecutor's Advice:**

10 The case is still under investigation by several authorities, as far as Defendant
11 Bass knows. When Defendant Bass spoke with the Prosecutor's Office, Nathaniel
12 Rupp specifically advised Defendant Bass not to leave until the case comes to
13 their desk for review. This instruction by the Prosecutor's Office indicates that the
14 legal violations are significant and still under review by law enforcement. Given
15 the ongoing investigation, the resolution of the current case must be delayed
16 until all legal violations are fully addressed.

17 **D. Plaintiffs Are Not Bona Fide Purchasers Due to Their Participation in a Manipulated Auction**

18 Idaho law is clear that a bona fide purchaser is one who acquires property in good
19 faith, without notice of any defects. However, the Plaintiffs' pre-auction coordination with
20 the trustee gave them actual notice of defects in the auction process, thereby
21 disqualifying them from claiming bona fide purchaser status. Additionally, **Federal Home**
22 **Loan Mortg. Corp. v. Appel, 143 Idaho 42 (2006)** states that purchasers with notice of
23 potential defects cannot be considered bona fide purchasers, which directly applies to
24 this case.

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1 The Plaintiffs' own admissions, combined with the evidence provided by Defendant Bass
2 and the **Exhibit S** emails, demonstrate that the trustee's sale was invalid, tainted by bid
3 manipulation, collusion, and insider dealing. These actions violate both Idaho law and federal
4 antitrust statutes, raising genuine issues of material fact that must be addressed at trial. The
5 Plaintiffs cannot claim bona fide purchaser status due to their participation in a manipulated
6 auction, and the felony-level violations of federal antitrust law require this case to be
7 transferred to federal court.

8 Additionally, Plaintiffs' failure to uphold the terms of Mr. Pike's lease further invalidates
9 any claims they have not themselves broken the lease if they where to have the rights.
10 Defendant Bass respectfully requests that this Court deny Plaintiffs' Motion for Summary
11 Judgment, dismiss the case for lack of jurisdiction, and transfer the matter to federal court for
12 proper adjudication under the Sherman Antitrust Act.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

13 CERTIFICATE OF MAILING
14

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com
Postal: Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _21_ day of __October__, 2024, 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: _____

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*
6

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION D**

DEMAND FOR JURY

9
10 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the Plaintiffs' Reply Memorandum in
12 Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass, (hereinafter
13 "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
14 the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
15 arguments set forth herein.

16 **I. INTRODUCTION**

17 The Defendant submits this response to address the allegations made by Plaintiffs in Section
18 D of the Plaintiff's Memorandum, entitled "Defendant's Challenges to the Notice to Vacate are
19 Meritless," received just yesterday. Plaintiffs assert that Defendant Bass's challenge to the Notice
20 to Vacate is without merit, claiming that he has not provided a copy of the purported insufficient
21 notices. However, the burden of proving that a proper and complete eviction notice was duly

1 served rests on the Plaintiffs, and their failure to provide any evidence supporting this claim
2 undermines their argument.

3 **II. PLAINTIFFS BEAR THE BURDEN OF PROVING PROPER NOTICE**

4 **A. Plaintiffs' Failure to Provide Evidence of Proper Notice**

5 In eviction cases, the party asserting proper service of an eviction notice is required to
6 provide evidence. Plaintiffs have failed to produce any documentation, such as certified
7 mail receipts or sheriff's office records, to substantiate their claim that a valid and
8 complete eviction notice was served. Without such evidence, their assertion that
9 Defendant Bass's challenge is meritless is unsupported by the necessary proof.

10 **B. Attendance at Trustee's Sale Does Not Satisfy the Requirement of Proper Notice**

11 Plaintiffs argue that Defendant Bass's presence at the Trustee's Sale implies that he had
12 knowledge of the property's sale and therefore received proper notice to vacate.
13 However, this argument is legally insufficient. Attendance at the sale does not substitute
14 for the formal legal requirement to serve a proper and complete notice to vacate under
15 Idaho law. Defendant's knowledge of the sale does not negate Plaintiffs' obligation to
16 follow the proper legal procedures.

17 **III. INSUFFICIENT NOTICE AND PLAINTIFFS' FAILURE TO MEET LEGAL REQUIREMENTS**

18 **A. Deficient Notices and Lack of Documentation**

19 Defendant Bass maintains that the notices served by Plaintiffs were incomplete and
20 referenced attachments, such as the deed, which were never provided. As such, these
21 notices are legally defective under Idaho law. Plaintiffs must present verifiable proof that
22 they served a proper and complete notice to vacate, which they have failed to do.

23 **B. Service of the Complaint Does Not Fulfill Notice Requirements**

24 Plaintiffs also attempt to argue that the service of the Complaint, which includes an

1 eviction notice, satisfies their legal obligation. However, Idaho law mandates that a
2 separate and complete notice to vacate must be served independently of the Complaint.
3 Plaintiffs have not provided sufficient evidence to show that they complied with these
4 statutory requirements.

5 **C. Legal Argument Regarding Notice To Vacate**

6 Under Idaho law, the requirements for terminating a tenancy or other estate at will are
7 set forth in Idaho Code § 55-208. The statute requires that the landlord provide written
8 notice to the tenant, specifying a vacate date that is no less than one month from the
9 date of the notice. Similarly, a tenant may terminate the tenancy by providing the
10 landlord with written notice that also specifies a vacate date not less than one month
11 from the date of the notice.

12
13 In the present case, the Plaintiffs have failed to produce adequate evidence that a valid
14 notice to quit or vacate was served upon the Defendant, as required by Idaho Code § 55-
15 208. Without proper documentation showing that a written notice was served in
16 accordance with the statute, the Plaintiffs' claim that Defendant was provided proper
17 notice is unsupported. Furthermore, Idaho law makes clear that proper notice is an
18 essential requirement for termination of tenancy and cannot be substituted by
19 attendance at a Trustee's Sale or by any other informal means of communication. The
20 Plaintiffs must demonstrate that they provided written notice that conforms to the
21 statutory requirements.
22

1 Therefore, Defendant contends that the Plaintiffs' failure to meet the legal standards
2 outlined in Idaho Code § 55-208 undermines their argument and calls into question the
3 validity of their notice to vacate.

4 IV. CONCLUSION

5 For the foregoing reasons, Defendant Bass respectfully requests that the Court:

- 6 1. Dismiss Plaintiffs' arguments regarding the validity of the notice to vacate;
7 2. Require Plaintiffs to provide proof of proper and complete service of a lawful eviction
8 notice as mandated by Idaho law; and
9 3. Deny Plaintiffs' Motion for Summary Judgment based on their failure to meet the legal
10 requirements for serving a valid eviction notice.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

11 CERTIFICATE OF MAILING
12

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com
Postal: Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _21_ day of __October__, 2024, 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: _____

ppJeremy L. Bass, Pro Se
1515 2nd 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION E**

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce representing himself pro se, and hereby responds to the *Plaintiffs' Reply Memorandum in Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass*, (hereinafter "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on the 20th day of October mid-day to Defendant Bass. This response is based on the facts and arguments set forth herein.

I. INTRODUCTION

The Defendant submits this response to address the allegations made by Plaintiff in Section E of the Plaintiff's Memorandum received just yesterday. Plaintiff accuses Defendant of misrepresenting case law and violating *Idaho Rule of Civil Procedure 11 ("I.R.C.P. 11")*. Defendant denies these allegations and asserts that any citation issues were inadvertent and do not rise to the level of a violation of *I.R.C.P. 11*.

II. RESPONSE TO ALLEGED MISREPRESENTATIONS

A. Compliance with *I.R.C.P. 11*

I.R.C.P. 11 requires that filings be grounded in fact and law after reasonable inquiry. Defendant has made every effort to ensure compliance with this rule. Any citation issues were unintentional and not meant to mislead the Court. Mistakes in legal citations do not equate to bad faith or intentional misrepresentation.

B. Specific Allegations Addressed

1) Citation to Pines Grazing Ass'n v. Flying Joseph Ranch, LLC

Plaintiff claims this case has nothing to do with the foreclosure process or bona fide purchaser status. Defendant acknowledges that a citation error may have occurred. The intended citation was to a case supporting the proposition that courts can scrutinize a purchaser's status when evidence of collusion, fraud, or procedural irregularities exists. This was not an attempt to mislead the Court, but an oversight in referencing the correct case. Defendant apologizes for the error.

2) Citation to Kane v. Union State Bank

Plaintiff claims this case does not exist. Upon review, Defendant concedes that the citation to Kane v. Union State Bank was an error. Defendant mistakenly cited a case that cannot be located within the jurisdiction and acknowledges the mistake. However, this error does not reflect an intent to mislead the Court, but rather a typographical or clerical mistake.

3) Citation to Wells Fargo Bank, N.A. v. Renz

Plaintiff asserts that this case does not exist. Defendant acknowledges that the citation to Wells Fargo Bank, N.A. v. Renz was similarly incorrect. The incorrect citation was inadvertently included, and while this was a mistake, Defendant had no intent to deceive

1 the Court. Errors of this nature can arise from the extensive legal research required, and
2 Defendant will ensure that future citations are verified with greater scrutiny.

3 III. SHEPARD'S CITATIONS REPORT ANALYSIS

4 A Shepard's Citations report (*Exhibit R*), which reflects citation accuracy across documents,
5 shows that both parties have made citation errors. The Shepard's report was run on the following
6 documents:

7 *1) Plaintiffs' Motion for Summary Judgment*

8 *2) Plaintiffs' Memorandum in Support of Motion for Summary Judgment*

9 *3) Affidavit of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for*
10 *Summary Judgment*

11 *4) Defendant's Response to Plaintiffs' Motion for Summary Judgment*

12 The results of the Shepard's analysis are as follows:

- 13 • **Plaintiff:** 8 incorrect and 4 correct quotes identified.
- 14 • **Defendant:** 5 incorrect quotes.

15 This demonstrates that both parties have encountered citation inaccuracies, indicating that
16 such errors, while unfortunate, are not uncommon in legal filings. Given the complexities of legal
17 research, such citation mistakes do not constitute intentional misconduct or a violation of *I.R.C.P.*
18 *11*.

19 IV. NO VIOLATION OF *I.R.C.P. 11*

20 Given that the citation errors were unintentional, not misleading, and mutual between both
21 parties, there is no violation of *I.R.C.P. 11*. The purpose of this rule is to prevent the filing of
22 documents that are frivolous or intended to deceive the Court. Defendant's citations, though
23 incorrect, do not meet this threshold.

1 As a perforce pro se litigant, the Defendant is doing the best he can in this complex matter.
2 The Defendant's ability to raise to the level of postdoctoral legal education should not preclude
3 him from the fair application of the law simply because the Defendant may not execute
4 procedural formalities with the precision of a seasoned attorney. The intention behind the
5 Defendant's actions is not to mislead but to present the facts as best the Defendant can, within
6 the limits of the Defendant's resources.

7 Moreover, Defendant has a record of acting in good faith throughout these proceedings and
8 will continue to ensure compliance with all legal standards.

9 V. CONCLUSION

10 Defendant respectfully requests that the Court:

- 11 1) Recognize that citation errors were inadvertent and not intended to mislead.
12 2) Acknowledge that both parties made similar errors, as reflected in the Shepard's Citations
13 report.
14 3) Deny Plaintiff's allegations of *I.R.C.P. 11* violations and allow the case to proceed on its
15 merits, rather than focusing on citation errors.

16 Defendant will continue to uphold the highest standards of legal practice and will take further
17 steps to ensure citation accuracy in future filings.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

1
2

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike
---	---

3

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _21_ day of __October__, 2024, 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: _____

1 Jeremy L. Bass, Perforce Pro Se
2 1515 21st Ave
3 Lewiston, ID 83501-3926
4 Ph: 208-549-9584
5 Quantum.J.L.Bass@RAWdeal.io
6

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

**MOTION FOR STAY UNTIL FINAL JUDGMENT
AFTER RECONSIDERATION AND APPEAL**

DEMAND FOR JURY

9 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se,
10 and hereby submit to the Honorable Court's a *MOTION FOR STAY UNTIL FINAL JUDGMENT AFTER*
11 *RECONSIDERATION AND APPEAL* and respectfully moves this Court for an order staying the
12 enforcement of its interlocutory order granting summary judgment in favor of the Plaintiffs. This
13 stay is requested until a final judgment is rendered, covering the period necessary for
14 reconsideration and any subsequent appeals. This motion is based on the following grounds:

15 **I. Basis for Stay**

16 **1. Preservation of Rights During Pending Reconsideration and Appeal:**

- 17 • This stay seeks to prevent premature and potentially irreparable harm to Defendant. The
18 Court's ruling raises substantive legal issues that warrant reconsideration and, if
19 necessary, appeal.
- 20 • Defendant's arguments hinge on the controlling question of law regarding the statutory
21 requirements for "good faith for value" under *Idaho Code § 45-1508*. If the current
22 interpretation is found to be in error, the harm incurred by enforcing the current ruling
23 would be substantial and unjust.

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- *IRCP 62(b)* ensures that the Defendant is not subjected to potentially premature enforcement, allowing time for complete judicial review. The stay motion is therefore properly based on *IRCP 62(b)*, which authorizes a temporary suspension of enforcement actions under pending motions.

III. Relief Sought

Defendant Jeremy L. Bass respectfully requests that this Court grant a stay of enforcement pending the resolution of the Motion for Reconsideration and any necessary appeals.

Dated this 6th day of November 2024.
Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION FOR STAY UNTIL FINAL JUDGMENT AFTER RECONSIDERATION AND APPEAL*** to Plaintiffs and Co-Defendant's counsel on November 6th, 2024, at the following email address and postal address:

Email:	lewis@hwmlawfirm.com	[✓]
Postal:	Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	[]

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org [✓]
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of NEZ PERCE)

On the 6th day of November, 2024, 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: _____

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7 **IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**
8 **FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018
LLC,

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vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063
**DEFENDANT BASS' RESPONSE TO
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

DEMAND FOR JURY

9
10 COMES NOW the Defendant Jeremy Bass (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the *Plaintiffs' Motion for Summary*
12 *Judgment* (hereinafter "Motion"), as well as *Plaintiffs' Memorandum in Support of Motion for*
13 *Summary Judgment and in Opposition to Motion to Dismiss and Strike Summons and Complaint*
14 (hereinafter "Memorandum"), filed in this proceeding on the 16th day of September, 2024. This
15 response is supported by the *Affidavit of Jeremy L. Bass in Support of Defendant Bass' Response*
16 *to Plaintiffs' Motion for Summary Judgment* filed herewith.

17 Defendant Bass hereby responds to the issues and arguments contained in the Plaintiffs'
18 Motion and Memorandum that pertain to his responsibilities regarding his property, including
19 any obligations related to the lease involving Defendant Dwayne Pike (hereinafter "Defendant
20 Pike"). Defendant Bass does not address or take a position on matters pertaining to Defendant
21 Pike's individual perspective or defenses, except where such matters directly concern his own
22 obligations related to his property.

1 I. INTRODUCTION

2 Defendant Bass, the owner and resident of the real property 1515 21st Ave., Lewiston, ID
3 83501-3926 (hereinafter "Property"), has been improperly subjected to an attempt to divest him
4 of his lawfully owned Property through a trustee's sale conducted to the highest bidder pursuant
5 to Idaho Code § 45-1506(8), which mandates, "The trustee shall sell the property in one (1) parcel
6 or in separate parcels at auction to the highest bidder." *Idaho Code § 45-1506(8) (Lexis Advance*
7 *through all legislation from the 2024 Regular Session)*.

8 The Plaintiffs' Motion hinges on the assertion that they enjoy the protection afforded to
9 them as bona fide purchaser in good faith for value as mandated under *Idaho Code § 45-1508*,
10 "Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not
11 affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or
12 any successor in interest thereof." There is no question that a "purchaser in good faith for value"
13 should be favored and Defendant Bass doesn't dispute this or claim that there was any issue
14 under any failure to comply with the provisions of *Idaho Code § 45-1506*. The dispositive issue is
15 not if there was any failure to comply with the provisions of *Idaho Code § 45-1506*, it's whether or
16 not the plaintiffs were bona fide purchasers acting in good faith.

17 "One who relies for protection upon the doctrine of being a bona fide purchaser must show
18 that at the time of the purchase he paid a valuable consideration and upon the belief and the
19 validity of the vendor's claim of title without notice, actual or constructive, of any outstanding
20 adverse rights of another." *Richlands Brick Corporation v. Hurst Hardware Co.*, 80 W. Va. 476, 92
21 S.E. 685; *Merchants Trust v. Davis*, 49 Idaho 494, 290 P. 383; *Moore v. De Bernardi*, 47 Nev. 33, 220
22 P. 544; *Davis v. Kleindienst*, Ariz., 169 P.2d 78; 92 C.J.S., *Vendor and Purchaser*, § 321, p. 214.

1 "Further, one who purchases property with sufficient knowledge to put him, or a reasonably
2 prudent person, on inquiry is not a bona fide purchaser." *Froman v. Madden*, 13 Idaho 138, 88 P.
3 894; *Mangum v. Stadel*, 76 Kan. 764, 92 P. 1093; *LaBrie v. Cartwright*, 55 Tex.Civ.App. 144, 118 S.W.
4 785; *Salmon v. Norris*, 82 App. Div. 362, 81 N.Y.S. 892; *Shephard v. Van Doren*, 40 N.M. 380, 60 P.2d
5 635.

6 In *Froman v. Madden*, 13 Idaho 138, 88 P. 894, the Court held:

7 *"One who has notice or knowledge of a previous sale of real property, or who has notice or*
8 *knowledge of such facts and circumstances as would lead a reasonably prudent man to*
9 *discover that a previous sale had been made, is not a purchaser in good faith * * *."*

10 and in *Mangum v. Stadel*, 76 Kan. 764, 92 P. 1093, the Court held:

11 *"If the purchaser has knowledge of the facts which naturally excite inquiry, and one that*
12 *reasonably leads to a knowledge of the lien, it is his duty to inquire, and testimony*
13 *sufficient to require inquiry is testimony of notice."*

14 Other authorities and text writers could be quoted to the same effect. This status must be denied
15 for the following reasons:

- 16 1. **Bid Manipulation and Collusion:** The plaintiffs directly or by way of the individual
17 present at the court house for the auction, knowingly engaged in collusive practices
18 with the bank to manipulate the auction process in their favor. Pre-auction
19 coordination resulted in an auction that was neither fair nor competitive, violating
20 both state and federal regulations governing fair auction practices.(see audio, and
21 chat evidence)
- 22 2. **Plaintiffs' Awareness of Property Issues:** Plaintiffs were fully aware of legal defects
23 affecting the property. Defendant Bass was present at the auction with a sign stating

1 the auction was fixed, and such prior knowledge disqualifies the Plaintiffs from
2 claiming bona fide purchaser status. (see video, audio evidence)

- 3 3. **Direct Intimidation by the Buyers:** Prior to the auction, an individual who claimed to
4 be a local developer, looking like the only person at the auction for the Plaintiffs
5 attempted to coerce Defendant Bass into selling directly to them. These actions
6 included boasting that the auction was rigged and attempting to intimidate
7 Defendant Bass into selling under duress.
- 8 4. **Trustees' Awareness of Auction Issues:** The trustees were aware of issues with the
9 auction process and with the property itself, yet they allowed the auction to proceed,
10 demonstrating a breach of fiduciary duty.
- 11 5. **Absence of Competitive Bidders:** The plaintiffs were the only bidders at the auction,
12 arriving with pre-printed checks, further showing that the auction was prearranged
13 for their benefit, contrary to the principles of a public auction.
- 14 6. **Up to date pricing:** The amount paid was a calculated total up to the date of the
15 public auction, but is not published anywhere, or easily derived, coming in only
16 approx. \$1500 over the payoff quote in Evidence, just like I had to get the payoff just
17 a few weeks before the auction was put on proving the was communications between
18 the buying parties and the selling parties no matter what agreements made or not,
19 the communication is enough to show cause of action.
- 20 7. **Due diligence:** A prominently displayed poster detailing the legal issues with the
21 property had been in the window for two years, visible from the sidewalk. It's
22 inconceivable that the plaintiffs would have not tried to view the Property at some
23 point in the last two years. If the plaintiffs exercise due diligence for their potential

1 investment, the plaintiffs could not have participated in the auction without
2 knowledge of these issues.

3 **8. Auction on the Wrong Instrument:** The auction was initiated on an incorrect
4 instrument, rendering the foreclosure process invalid from the outset. This
5 fundamental defect invalidates the foreclosure and subsequent sale as legally
6 impermissible.

7 Because the plaintiffs knew of the property's issues and participated in a rigged auction,
8 their claim to bona fide purchaser status is unsupported. While the plaintiffs may have paid
9 funds to obtain the property, all parties involved knew there were legal defects with the
10 Property. Any financial losses or injury the plaintiffs are subjected to are of their own making and
11 must be addressed with the bank, not Defendant Bass.

12 Additionally, Defendant Bass further asserts that a proper and complete eviction notice
13 has never been duly served. The two notices provided by the Plaintiffs were incomplete, as they
14 instructed Defendant Bass and Defendant Pike to review an attached deed that was never
15 presented, rendering them invalid. This grave omission resulted in the notices being
16 understandably dismissible, particularly from Defendant Pike's standpoint, as such incomplete
17 documents could have come from anyone professing any manner of unsupported claims. The
18 first instance where a complete eviction notice appeared was in the Plaintiffs' court filings.
19 Consequently, the eviction process cannot proceed based on defective notices. Even assuming,
20 arguendo, that the purported 'purchase' was legitimate and enforceable, which Defendant Bass
21 disputes, any eviction would still require a valid, complete notice would still need to be correctly
22 served in its entirety. To date, as far as Defendant Bass is aware, no such valid notice has been
23 served to either Defendant.

1 Defendant Pike has complied with his lease obligations, paying for utilities including water,
2 sewer, garbage, electricity, and internet services. Claims of non-payment by the Plaintiffs are
3 unfounded, as the Idaho Housing and Finance Association (IHFA) erroneously redirected his rent
4 payments to the Plaintiffs. This redirection was out of Defendant Pike's and Defendant Bass'
5 control and does not constitute non-payment.

6 II. STANDARD OF REVIEW

7 Idaho Rule of Civil Procedure 56(c) states:

8 *The judgment sought shall be rendered forthwith if the pleadings, depositions, and*
9 *admissions on file, together with the affidavits, if any, show that there is no genuine issue*
10 *as to any material fact and that the moving party is entitled to a judgment as a matter of*
11 *law.*

12 Summary judgment is only appropriate where no genuine issues of material fact exist, and
13 the moving party is entitled to judgment as a matter of law. See *Sewell v. Neilsen, Monroe, Inc.,*
14 *109 Idaho 192, 707 P.2d 81 (Ct. App. 1985)* and *Ambrose v. Buhl Joint School Dist. 412, 126 Idaho*
15 *581, 887 P.2d 1034 (1994)*. The moving party bears the burden of establishing the absence of a
16 genuine issue of material fact. When reviewing the facts, the court must construe all inferences
17 and disputed facts in favor of the non-moving party. See *Wright v. Parish, 531 P.3d 1115 (Idaho*
18 *2023)*.

19 In the case of *Fannie Mae v. Ormesher, 2014 Ida. Dist. LEXIS 31*, the court ruled that
20 summary judgment is not appropriate where material issues of fact exist, particularly regarding
21 the validity of a trustee's sale. The court emphasized that even if statutory presumptions exist in
22 favor of a trustee's sale, the presumption can be rebutted when genuine issues of material fact
23 concerning the foreclosure process are present. When determining whether a foreclosure sale

1 was properly conducted under *Idaho Code § 45-1506*, the court must scrutinize whether all
2 statutory requirements were met, and if not, whether the purchaser is a bona fide purchaser.

3 In non-judicial foreclosure cases, Idaho law under *Idaho Code § 45-1508* imposes
4 additional requirements for determining a bona fide purchaser. A bona fide purchaser must
5 establish they acted in good faith, provided valuable consideration, and had no knowledge of
6 any defects or irregularities in the title. Courts can scrutinize a purchaser's status where there is
7 evidence of collusion, fraud, or procedural irregularities in the foreclosure sale process. *See*
8 *Pines Grazing Ass'n v. Flying Joseph Ranch, LLC, 151 Idaho 924, 265 P.3d 1136 (2011)*.

9 Therefore, summary judgment should not be granted in this case because there are several
10 material facts in dispute, particularly concerning whether the auction process was conducted
11 properly, whether Plaintiffs acted in good faith, and whether Plaintiffs qualify as bona fide
12 purchasers with protection under *Idaho Code § 45-1508*. These factual disputes warrant a trial to
13 resolve them.

14 Moreover, the non-moving party is not required to prove its case at this stage but must
15 show that there is sufficient evidence to raise a genuine issue of material fact. *Petricevich v.*
16 *Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969)*. Here, the evidence provided by
17 Defendant Bass, including documented irregularities in the auction process, the trustee's failure
18 to comply with statutory duties, and the Plaintiffs' pre-auction conduct, more than suffices to
19 raise such issues. Consequently, summary judgment is inappropriate.

20 III. STATEMENT OF UNDISPUTED FACTS

21 Based upon the pleadings in this case, public land records of Nez Perce County, and the
22 recorded Deeds of Trust, the following facts are undisputed.

23 1. Purchasing of the Property

24 On September 5th, 2008 Defendant Bass purchased the Property for \$146,418.00 from

1 Mr. and Mrs. Tuddy, becoming the fee simple owner, and then pledged the Property as
2 security under a deed of trust.

3 2. Letter of Full Reconveyance

4 A Letter of Full Reconveyance was issued and recorded on November 10, 2009,
5 indicating satisfaction of the loan secured by the original Deed of Trust; see evidence no.
6 XXX. Bank of America (hereinafter BOA) doesn't dispute the validity of the reconveyance
7 (See Transcript of court hearing), nor does Defendant Bass have any reason to believe
8 that the reconveyance is invalid. At this time it is the last undisputed and properly
9 recorded instrument.

10 3. Conspiracy To Commit Mortgage Fraud

11 From approximately 2019-12-19 through approximately 2020-11-10, Carrington
12 Mortgage Services (hereinafter CMS) sent new loans multiple times, which they tried to
13 coerce me into signing a deed of trust dated for 2012-09-01 bearing their name and other
14 erroneous information by way of bribery

15 4. Wrong Instrument foreclosed on

16 On or about 2024-04-25, CMS presented an instrument to the Idaho Department of
17 Finance (hereinafter IDoF) under which the loan operated but left unrecorded while
18 differing from the terms found in the disputed instrument the foreclosure was acted on.

19 5. Plaintiffs made a transaction at Trustee's Sale

20 Plaintiffs claim to have made a winning bid for the Property at a trustee's sale on
21 February 29, 2024, for \$165,346.71, based on a recorded Trustee's Deed on March 4, 2024.

22 6. Redirection of Rental Payments

23 Idaho Housing and Finance Association (hereinafter IHFA) purported the
24 Plaintiffs contacted them to redirect rent payments intended for Defendant Pike's lease

obligations to the Plaintiffs instead of Defendant Bass to which Defendant Bass saw the amount owed by IHFA redirected away on or about April of 2024.

IV. STATEMENT OF MATERIAL FACTS IN DISPUTE

1. The Auction Was Proper

Plaintiffs participated in an auction rigged by the bank and developer, as evidenced by communications between the developer and Defendant Bass prior to the auction. Video footage shows only one developer attending the auction with pre-printed checks, further indicating prearranged bidding. This constitutes bid rigging, which is illegal under Idaho and federal antitrust laws. (*Exhibit B: Audio and chat log admissions of developer*).

2. Plaintiffs Were Not Bona Fide Purchasers

Plaintiffs cannot claim bona fide purchaser status due to their awareness of the rigged nature of the auction and title defects, including the Letter of Full Reconveyance. A bona fide purchaser cannot have prior knowledge of irregularities in the title or auction process.

3. Verbal Agreement to Purchase the Property

A verbal agreement existed between Defendant Bass and the CMS to allow for Defendant Bass to cure the debt, forgoing the foreclosure and Trustee's Sale. This agreement is supported by Defendant Bass's payments for property taxes and insurance that normally would have been paid out of the escrow account; which were made in furtherance of this agreement. The auction should never have occurred given the existing agreement.

4. Foreclosure Conducted on the Wrong Instrument

The foreclosure was initiated using an incorrect Deed of Trust, as evidenced by

backdated loan documents conflicting with the instrument used to foreclose with. The foreclosure process was therefore void under *Idaho Code § 45-1508*.

5. Incomplete Eviction Notices

At no time was Defendant Bass or Defendant Pike ever served with a complete and valid eviction notice as far Defendant Bass knows. Two notices were served, both incomplete, and neither could reasonably be considered serious or valid. The first complete eviction notice was only seen when the plaintiffs filed it as part of their evidence in this case. The notices referenced an attached deed that was never included. Plaintiffs cannot reasonably expect a party to act upon an incomplete notice.

V. LEGAL ANALYSIS

A. Auction Process and *Idaho Code § 45-1504*

Under *Idaho Code § 45-1504*, a trustee's sale must be conducted as a public auction. Black's Law Dictionary defines a public auction as:
"An auction held openly, allowing all qualified bidders to participate, with the sale going to the highest bidder. Public auctions are typically advertised in advance, and the rules are established to promote transparency and fairness."

This definition underscores that a public auction must be open to the public, conducted fairly, and free from collusion or preferential treatment. In *Kane v. Union State Bank, 21 F. Supp. 225 (D. Idaho 1937)*, the court held that a public auction must foster competitive bidding, preventing any collusion among bidders. In the current case, the auction was fixed to the plaintiffs' advantage, violating these fundamental principles.

B. Trustee's Fiduciary Duty

A trustee has a fiduciary duty to act impartially and fairly for all parties involved in a

1 sale. In this case, the trustee failed to act in good faith by allowing the auction to proceed
2 despite being made aware of serious irregularities in the foreclosure process.

3 C. Breach of Contract

4 Additionally, Defendant Bass entered into a verbal agreement with the mortgage
5 servicer, wherein it was agreed that Defendant Bass would pay off the home in full, and
6 the process of calculating a payoff amount had already begun. As a result of this
7 agreement, Defendant Bass began paying the taxes and insurance on the property, which
8 were normally the servicer's responsibility, further demonstrating part performance of the
9 agreement.

10 Under the doctrine of part performance, this verbal agreement should be enforceable.
11 Courts have held that part performance can be an exception to the Statute of Frauds
12 when the actions of one party clearly indicate the existence of an agreement and
13 demonstrate reliance on that agreement. In this case, Defendant Bass's payment of taxes
14 and insurance—responsibilities that normally belonged to the servicer—along with the
15 servicer's action of providing a payoff number, shows reliance on the verbal agreement to
16 delay foreclosure and allow for full payment of the home.

17 In Idaho, part performance may remove a verbal agreement from the Statute of Frauds
18 if the performance clearly indicates the existence of an agreement and reliance on it. See
19 ChatGPT Analysis (2024). The fact that Defendant Bass began making payments for taxes
20 and insurance, along with the servicer's provision of a payoff number, supports the
21 existence of the agreement, rendering it enforceable. This agreement, which included a
22 recalculated payoff number pending the clearing of a probate inheritance, should be
23 upheld under the doctrine of part performance.

1 D. The Improper Foreclosure Process

2 The foreclosure process was invalid, as it was based on an incorrect instrument and
3 involved improper loan documentation. Under *Idaho Code § 45-1508*, we can infer that the
4 trustee's sale is void if based on fraudulent or defective documents if it is known to the
5 buyer.

6 Additionally, Plaintiffs cannot claim the status of bona fide purchasers due to their
7 knowledge of the auction irregularities and title defects, as supported by evidence
8 including Defendant Bass's public displays and the rigged auction process. According to
9 *Idaho Code § 45-1510(1)*, the status of a bona fide purchaser is not available to a party
10 who is on inquiry notice of a potential defect. The Idaho Supreme Court in *Federal Home*
11 *Loan Mortg. Corp. v. Appel*, 143 Idaho 42, 47, 137 P.3d 429, 434 (2006), held that a purchaser
12 in a nonjudicial foreclosure sale cannot claim bona fide purchaser status if they were on
13 inquiry notice of potential statutory defects. The Plaintiffs, being aware of the issues
14 surrounding the foreclosure and having participated in a rigged auction, cannot be
15 deemed to have acted in good faith as required by law.

16 Thus, the foreclosure should be considered void, and the Plaintiffs cannot assert rights
17 based on their participation in a procedurally defective auction. The auction's improper
18 foundation, based on the wrong instrument and conducted under dubious circumstances,
19 disqualifies Plaintiffs from any claim of bona fide purchaser status.

20 E. Conflict of Interest with IDEA Law Group

21 The IDEA Law Group, which acted as the trustee in the foreclosure, has significant conflicts
22 of interest due to its relationships with Carrington Mortgage Services. Lawyers from both
23 entities regularly participate in industry events and serve on shared boards, which calls
24 into question the impartiality of the trustee's role. This conflict of interest further

undermines the validity of the foreclosure and auction process, as it suggests that the trustee acted in favor of Carrington rather than impartially.

F. Relevant Idaho and Federal Laws Governing Auctions

Several Idaho and federal statutes clarify the requirements for conducting a public auction and the obligations of a trustee:

1. **Idaho Code § 45-1506:** Specifies the procedural requirements for non-judicial foreclosures, including proper notice and timing. Failure to comply with these requirements can render an auction invalid. See *Wells Fargo Bank, N.A. v. Renz*, 124 Idaho 885 (1993).
2. **Idaho Code § 55-809:** Requires that all deeds, mortgages, and instruments affecting real property be recorded. In this case, the Trustee's Deed was not properly recorded, further casting doubt on the foreclosure's legality.
3. **11 U.S.C. § 704:**
Establishes the duties of trustees in bankruptcy, including the collection and distribution of assets, emphasizing the necessity of conducting auctions fairly and in accordance with the law.
4. **15 U.S.C. § 78fff:**
Governs the duties of trustees conducting asset sales, underscoring the importance of impartiality and transparency in the auction process.
5. **12 U.S.C. § 1821:**
Mandates that auctions conducted by the Federal Deposit Insurance Corporation (FDIC) must be open and transparent, offering clear federal standards for conducting public auctions that ensure fairness.

1 These legal principles highlight that a trustee's sale must be open, competitive, and free
2 from collusion. The plaintiffs' auction violated these principles at every step.

3 VI. CONCLUSION

4 For the foregoing reasons, there exist genuine disputes of material fact regarding the
5 rigged auction, plaintiffs' knowledge of said rigging, the invalid foreclosure, and the existence of
6 a prior agreement between Defendant and the bank. Plaintiffs cannot claim bona fide purchaser
7 status due to their prior knowledge of title defects and auction irregularities. Accordingly, this
8 Court should deny Plaintiffs' Motion for Summary Judgment and permit this case to proceed to
9 trial, where these factual disputes can be resolved.

10 TABLE OF AUTHORITIES

No table of authorities entries found.No table of authorities entries found.

Dated this 15 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

11 CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 15th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com
Postal: Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _15_ day of __October__, 2024, 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: _____