

TO: Clerk of the Court  
Idaho Supreme Court  
P.O. Box 83720  
Boise, ID 83720-0101

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Second Judicial District, Nez Perce County  
Patty O. Wesks, Clerk of the Court  
By: Deputy Clerk - Davenport, Brittany

SUPREME COURT DOCKET NO. 52552-2024

( DPW Enterprises LLC and  
( Mountain Prime 2018 LLC,  
(  
( Plaintiff-Respondent,  
(  
( vs.  
(  
( Jeremy L Bass, Dwayne Pike, and  
( Current Occupant, and Unknown  
( Parties in Possession of the real  
( Property Commonly Known as  
( 1515 21<sup>st</sup> Avenue, Lewiston, Idaho  
( 83501,  
(  
( Defendants-Appellants.

**NOTICE OF TRANSCRIPT LODGED**

Notice is hereby given that on January 23, 2025, I, Nancy K. Towler,  
C.S.R., lodged an electronic transcript of 135 pages in length for the above-referenced  
appeal with the District Court Clerk of the County of Nez Perce in the Second Judicial  
District.

Included therein: Status Conference – September 17, 2024  
Motion Hearing – October 8, 2024  
Motion Hearing – October 22, 2024  
Status Conference – December 6, 2024

\_\_\_\_\_  
Nancy K. Towler  
Nancy K. Towler, C.S.R. #623

IN THE SUPREME COURT OF THE STATE OF IDAHO

--oOo--

DPW ENTERPRISES LLC and	)	
MOUNTAIN PRIME 2018 LLC,	)	
	)	
Plaintiff-Respondent,	)	
	)	
vs.	)	
	)	
JEREMY L. BASS, DWAYNE	)	SUPREME COURT
PIKE, and CURRENT OCCUPANT,	)	NO. 52552-2024
and UNKNOWN PARTIES IN	)	
POSSESSION OF THE REAL	)	
PROPERTY COMMONLY KNOWN AS	)	
1515 21ST AVENUE, LEWISTON,	)	
IDAHO, 83501,	)	
	)	
Defendants-Appellants.	)	
-----	)	

VOLUME I of I

SEPTEMBER 17, 2024; OCTOBER 8, 2024; OCTOBER 22, 2024;  
DECEMBER 6, 2024

APPEAL FROM THE DISTRICT COURT OF THE SECOND  
JUDICIAL DISTRICT OF THE STATE OF IDAHO  
IN AND FOR THE COUNTY OF NEZ PERCE  
THE HONORABLE MICHELLE M. EVANS, PRESIDING

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

DPW ENTERPRISES LLC and )  
 MOUNTAIN PRIME 2018 LLC, )  
 )  
 Plaintiff, )

vs. )

JEREMY L. BASS, DWAYNE ) CASE NO. CV35-24-1063  
 PIKE, and CURRENT )  
 OCCUPANT, and UNKNOWN )  
 PARTIES IN POSSESSION OF )  
 THE REAL PROPERTY COMMONLY )  
 KNOWN AS 1515 21ST AVENUE, )  
 LEWISTON, IDAHO, 83501, )  
 )  
 Defendants. )

TRANSCRIPT OF PROCEEDINGS

SEPTEMBER 17, 2024; OCTOBER 8, 2024; OCTOBER 22, 2024;  
 DECEMBER 6, 2024

THE HONORABLE MICHELLE M. EVANS, PRESIDING  
 DISTRICT JUDGE

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A P P E A R A N C E S

For the PLAINTIFF-      LEWIS N. STODDARD, ESQ.  
RESPONDENT:              HALLIDAY WATKINS & MANN, PC  
                                 300 West Main Street  
                                 Suite 150  
                                 Boise, Idaho 83702

For the DEFENDANT      KEN NAGY, ESQ.  
DWAYNE PIKE:            IDAHO LEGAL AID SERVICES, INC.  
                                 2230 Third Avenue North  
                                 Lewiston, Idaho 83501

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1 SEPTEMBER 17, 2024

10:00 A.M.

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P R O C E E D I N G S

4

5 THE COURT: Before we get started, we had a  
6 bit of a miscommunication with the court reporter, and  
7 we do not have a court reporter available at this moment  
8 to report on this hearing. She will be available within  
9 probably 15 minutes if we wanted to wait for her to be  
10 available; or if you're willing to proceed without her  
11 available, we could do that as well.

12 MR. BASS: Are we able to record this? I  
13 have a little bit of a memory problem and would like to  
14 be able to reference it.

15 THE COURT: It's being audio recorded.

16 MR. BASS: Okay. So I could be able to get  
17 a transcript later?

18 THE COURT: Not a -- well, you could order a  
19 transcript, but you could get a copy of the recording.

20 MR. BASS: Okay.

21 THE COURT: But if you want a transcript of  
22 the proceeding, you'll have to ask for it to be  
23 transcribed.

24 MR. BASS: Okay.

25 THE COURT: All right? And so, Mr. Nagy and



1 Mr. Stoddard, are you willing to proceed without a court  
2 reporter present?

3 MR. NAGY: Yes, Your Honor. It's just a  
4 status conference, so I don't feel that a court reporter  
5 is necessary to proceed.

6 THE COURT: All right. And, Mr. Stoddard?

7 MR. STODDARD: I agree.

8 THE COURT: All right. We'll take one quick  
9 moment. I have to let her know that she doesn't need to  
10 set up as soon as she's available.

11 Jenny, are you able to let her know?

12 THE CLERK: Yeah.

13 THE COURT: Okay. Thank you. All right.  
14 So we'll let her know that.

15 All right. And are we on the record?

16 THE CLERK: Yes, we're on the record.

17 THE COURT: All right. So we are now on the  
18 record in the matter of DPW Enterprises LLC and Mountain  
19 Prime 2018 LLC vs. Jeremy Bass and Dwayne Pike. This is  
20 Case No. CV35-24-1063. Present on behalf of the  
21 plaintiff is Lewis Stoddard by Zoom. Present on behalf  
22 of the defendant, Dwayne Pike, is Ken Nagy appearing by  
23 Zoom. And Mr. Bass is representing himself, also  
24 present by Zoom.

25 This matter is set for a status conference.

1 There was a Complaint filed on July 9 for a  
2 post-foreclosure Complaint for an ejectment and  
3 restitution of the premises -- or property, rather.  
4 There was an Answer, Verified Answer with Affirmative  
5 Defenses filed by Mr. Nagy on behalf of Mr. Pike. And  
6 Mr. Bass filed a couple -- a few things. One was a  
7 motion for appointment of counsel, motion to dismiss and  
8 strike summons and Complaint. There was a response  
9 filed to the summons and Complaint. And then there was  
10 a motion to amend filings to include verification in  
11 regards to all of those previous filings.

12 And this matter was set for status  
13 conference today. Subsequent to this matter being set  
14 for status, there has been a motion for summary judgment  
15 with supporting documentation, but that matter is set  
16 out for hearing on October 15. So we're not going to  
17 address that today. The only thing we're addressing  
18 today is the status conference.

19 Mr. Bass -- well, before we proceed,  
20 Mr. Nagy, I wanted to let you know in particular in your  
21 representation of Mr. Pike, I am -- and Mr. Pike may  
22 have already told you this. I am familiar with  
23 Mr. Pike. He was a graduate of my mental health court  
24 program, and so I have some familiarity with him. I  
25 didn't know if that was an issue for you, if you'd

1       rather have a different judge assigned to this case.

2                       MR. NAGY:   He was a graduate of what, Your  
3       Honor?

4                       THE COURT:   The treatment court that I  
5       preside over.

6                       MR. NAGY:   I see.   I would have no reason to  
7       believe that the judge would -- that you would be biased  
8       in any way.   But maybe that's a question more for  
9       Mr. Stoddard.

10                      THE COURT:   All right.   Mr. Stoddard, did  
11       you -- if you have any objection to me proceeding as the  
12       presiding judge in this matter, I'd certainly be willing  
13       to listen to that based upon my previous knowledge of  
14       Mr. Pike.

15                      MR. STODDARD:   I have no objection, Your  
16       Honor.   It's merely an eviction action.   So I think  
17       either the facts exist or they don't.   So I have no  
18       issue with that.

19                      THE COURT:   All right.   And then, Mr. Bass,  
20       did you have any objection to my proceeding on this case  
21       given my familiarity with Mr. Pike?

22                      MR. BASS:   No.   He's a good tenant, so I  
23       would imagine it would be just fine.

24                      THE COURT:   All right.   Then with that, in  
25       regards to the motions that you filed, Mr. Bass, they're

1 not -- they weren't noticed for hearing. So normally if  
2 you file a notice -- a motion, you have to notice the  
3 matter for hearing at least 14 days out so that the  
4 other parties have adequate time to respond and prepare.  
5 Those have not been noticed for hearing.

6 But let me just -- I want to take up the  
7 first issue that you raise, which is you're asking for a  
8 court-appointed attorney to represent you in this  
9 matter, or for appointment of co-counsel. Generally, in  
10 a civil matter, the Court does not appoint counsel to  
11 represent a litigant.

12 There are certain exceptions to that when  
13 there is -- when a personal liberty of an individual is  
14 at stake, such as termination of parental rights.  
15 Sometimes in guardianships we do. While someone is  
16 being held -- or asked to answer to contempt matters  
17 where they're seeking criminal penalties, we'll appoint  
18 an attorney at public expense. But in a case such as  
19 this, an eviction, we -- the Court does not appoint  
20 counsel in this matter.

21 Did you have any further -- anything further  
22 you wanted me to consider in regards to that request?

23 MR. BASS: Yes, Your Honor. First, I just  
24 want to make sure that I -- because I am pro se, it's  
25 not -- it is not because I want to be. It's not because

1 I haven't tried. I've tried for the last two years to  
2 gain counsel. And because of conflict of interest, is  
3 what I keep getting told, or they don't practice in the  
4 area, I have yet to be able to secure any counsel. And  
5 due to the nature of the complexity of the whole case,  
6 it is beyond my scope. And it would be an injustice to  
7 force me to rise to the level of the two other people  
8 that are on this call.

9 I don't have that experience, and it is  
10 something that -- it would be akin to, as I pointed out  
11 in my motion, that I'm just the same as if I was  
12 mentally handicapped in any way because I'm -- I don't  
13 have the same training or the same timeframe as these  
14 other gentlemen here.

15 And, yeah, it's -- I'm not doing this  
16 because I want to be. And this is -- here I am as the  
17 defense -- or defendant. Yeah, I have no choice, and it  
18 would be -- this is my house. This is where I live. I  
19 mean, it's throwing me out in the street kind of thing  
20 by losing.

21 And procedural with my (inaudible) nature, I  
22 don't know, like, what rights to preserve or when to  
23 object or anything like that. And even starting online  
24 through all the rules and everything doesn't really tell  
25 me the nuances that would be learned by going to school

1 for -- to be a lawyer and getting a post doctorate. The  
2 amount -- education level there, and then experience  
3 after that, to overcome is definitely higher than, you  
4 know, just -- it's not a level playing field by any  
5 means.

6                   And it's not because I didn't want to pay  
7 for a lawyer; it's merely because I called -- in fact,  
8 the last one I called was down in Pocatello. And they  
9 said there was conflict of interest because the judge on  
10 the case before was at his house that night -- the night  
11 before. And so after two hours of going through  
12 everything and everything was -- he was going to take  
13 the case. Then he saw that -- the filing before and  
14 that the judge was on it and said it was a conflict of  
15 interest.

16                   And so that's just an example of even as a  
17 matter of a few weeks ago, I got told conflict of  
18 interest. The same thing with Idaho State Legal Aid.  
19 I've contacted the prosecutor's office because there's  
20 an open case for this with authorities and different  
21 sets of authorities. I've contacted the prosecutor's  
22 office for advisement on what happens when I can't find  
23 counsel.

24                   So I -- even keep getting told that, I try  
25 to keep a spirit of pro se where I have to do my end.

1 But I just -- and I'm asking the Court to provide  
2 someone to say yes, this is okay, or no, this is not  
3 okay. They don't have to represent me; I just need  
4 someone to check my work and make sure I'm not -- not  
5 missing the things that a first year law student would  
6 get taught. It's a severe disadvantage to not have that  
7 time and education under my belt to protect myself and  
8 my rights.

9 And, yeah, that's about what I would have to  
10 say.

11 THE COURT: All right. Well, I do  
12 understand the issues that you've raised. It certainly  
13 is difficult for someone without legal training to  
14 represent yourself -- to represent themselves, although  
15 it's been done before. And I've seen it done actually  
16 quite well. I've seen it done quite poorly as well.

17 But, again, in regards to civil matters --  
18 this isn't a criminal matter. But in regards to civil  
19 cases that allow for appointment of counsel, that's  
20 usually, as I indicated, where a personal liberty of an  
21 individual is at stake. Those include cases like Child  
22 Protection cases, civil commitments, contempt where  
23 they're seeking criminal sanctions, any custody dispute.  
24 Appointments that involve a guardian ad litem, some type  
25 -- guardianships, involuntary medical treatment,

1 post-conviction matters, those are civil matters, but  
2 public defenders are appointed. Any actions involving  
3 involuntary sterilization or termination of parental  
4 rights.

5           You did list a bunch of lengthy authorities  
6 to present your case. You listed Idaho Code 7610, which  
7 is in regards to contempt. The Lassiter case that you  
8 cited to, that's a termination of parental rights case.  
9 The In Re: Marriage of Cabrera, I couldn't find that  
10 citation you listed. Perhaps it's an incorrect  
11 citation. Bounds v Smith you listed. It's a U.S. case.  
12 It's no longer good law. Airey vs. Ireland, I cannot  
13 locate that citation. I'm not familiar with that  
14 citation that you included. Smith vs. Williams, again,  
15 I think that might be an incorrect citation. Could not  
16 find that case. Turner vs. Rogers, it's a U.S. case.  
17 It's a contempt action for failure to comply with a  
18 child support order.

19           Again, those are cases where representation  
20 has been appointed. But then again, those are limited  
21 circumstances to appoint counsel in civil matters to an  
22 indigent individual.

23           But this matter is an ejectment following a  
24 foreclosure action. As I understand it more clearly  
25 since the motion for summary judgment was filed, as I



1 understand it, this stems from a separate case that I  
2 believe was decided by Judge Monson in regards to the  
3 foreclosure. I haven't looked at that case, but just  
4 based upon what was listed in the motion for summary  
5 judgment, I believe that's the case.

6 And so this action is just -- is not  
7 questioning that action. This question is on the  
8 ejectment issue. And for here, ejectment does not  
9 involve a personal liberty.

10 Now, your foreclosure action, which is  
11 separate, that may have involved a liberty issue, but  
12 that would have been involved in that separate case, and  
13 that's not what's before me.

14 So in this matter, the Court declines to  
15 appoint an attorney at public expense to represent you.

16 MR. BASS: I would --

17 THE COURT: I will say -- hold on just a  
18 moment. I will say that -- have you checked with Idaho  
19 State Bar? Sometimes there are attorneys that volunteer  
20 time that will work pro bono. There is another Legal  
21 Aid clinic at the law school up in Moscow. I know that  
22 Mr. Nagy is involved with the one here in Lewiston. But  
23 there's a separate Legal Aid clinic up in the law school  
24 in Moscow. And there may be some people that are  
25 willing to at least consult to offer you legal advice

1     rather than represent you in court.

2                   MR. BASS: Your Honor, I -- I have contacted  
3     the Bar. I've contacted over 100 different firms in  
4     Washington, Oregon, and Idaho. I have -- even Mr. Nagy,  
5     when I called Idaho State Legal Aid, they told me they  
6     have a conflict of interest. I've tried the U of I  
7     library -- or the law school. I have tried -- I mean,  
8     like I said, it's been two years of finding any counsel  
9     to even just review my work, which was -- I've even  
10    asked that and have been pushed back.

11                   And, you know, I -- the case that was before  
12    was only based on a procedural problem, not because of  
13    merits or anything else, but just a procedural problem  
14    of me not serving correctly. And so the only reason why  
15    I haven't refiled again to do it is because I've been  
16    looking for a lawyer and because all the actions that  
17    have been going on have been abnormal anyway. And we  
18    were supposed to be, as it shows in the other filings, I  
19    was trying to secure and take the property out of the  
20    equation all together. But they broke their -- their  
21    contract.

22                   But these are things -- I've contacted more  
23    people than I -- more firms. And it's either one of two  
24    things: Conflict of interest, which is, by design, on  
25    the side of the bank based on a confession from one of

1 the parties in this process that said that lawyers that  
2 do contract work -- contract work with the bank would  
3 have a conflict of interest because there would be  
4 mortgage contracts, which is something that I've come  
5 into -- come to find. Every time I find a real estate  
6 lawyer that will -- that does practice in the area, they  
7 tell me conflict of interest, I don't get to know why.

8 But then ones that aren't conflict of  
9 interest tell me they will not practice in -- in that  
10 area. So it's out of their area of practice and they  
11 can't help me because a family law lawyer will not touch  
12 this. And so I've met this roadblock of, if they're in  
13 the area of practice that works for this, they have a  
14 conflict of interest. And if they're not, they won't  
15 practice in this area.

16 So I've been selectively kept from counsel  
17 by the -- by the bank in the way that they proceed  
18 forward on. So they've made the field of the --  
19 judicial field completely unlevel by their own design by  
20 playing round-robin with the lawyers to do the  
21 contracts, which is -- yeah, it's an unfair advantage to  
22 -- I mean, I can't sue someone with a lawyer if they  
23 have conflict of interest with all the real estate  
24 lawyers.

25 THE COURT: Well, I don't know too many

1 people in the LC Valley that I would call real estate  
2 lawyers solely. Most attorneys in the valley have a  
3 general practice. There are some that specialize.

4 Have you tried lawyers in the area? I  
5 know --

6 MR. BASS: Yes.

7 THE COURT: Okay.

8 MR. BASS: Yes, Your Honor. I have -- I've  
9 contacted every single lawyer that was in  
10 Lewiston/Moscow area. Then started in Coeur d'Alene and  
11 then Pocatello and Boise area. And when I met no -- no  
12 success there, I broadened out to Washington and Seattle  
13 to Spokane and then went to Portland. And any lawyer I  
14 could find in there, I received a -- from someone in --  
15 one of the lawyers in -- Jennick (phonetic) McFarland, I  
16 think -- I think that's her name.

17 THE COURT: Joanna McFarland?

18 MR. BASS: Yes. She gave me a list of  
19 lawyers to go through because she said that she wasn't  
20 able to help me, conflict of interest. And so she gave  
21 me a list of people that she would recommend.

22 And I called all of them as well. And the  
23 same thing, whether I go to Feeney or to Idaho State  
24 Legal Aid or Carson, they've all -- they've all told me  
25 they can't help me. And they don't even hear the case.

1    So it's not -- it's not like they heard the case and  
2    just said, oh, well, we don't believe you have one; it's  
3    just -- I get my name out there and that's all I get is,  
4    sorry, we can't help you, don't practice in that area of  
5    law, or it's conflict of interest. And this has  
6    stretched on for over two years in this search to find  
7    anyone that can help me.

8                    The last one was Jason Brown out of  
9    Pocatello for Mills, Wicks and something. And they --  
10   he -- as I said before, we had almost, like, a  
11   two-and-a-half-hour phone conference about the case,  
12   went through everything. And then at the very last  
13   part, he pulled up the stuff out of Pacer (phonetic),  
14   and I was -- and he looked at the judge that was on it,  
15   Macer (phonetic) or --

16                   THE COURT: Monson?

17                   MR. BASS: Monson. Judge Monson. And he  
18   told me that, oh, you know, this is -- you're going to  
19   hate to hear this, but I had him over at my house the  
20   night before for a barbecue because he knew him. And he  
21   even tried to -- he even tried to help me find someone  
22   else as well and gave me a bunch of people.

23                   I really have done due diligence to secure  
24   counsel on my own, which is why I also tried to secure  
25   the house out -- just pay it off and take that out of

1 the equation so they couldn't be using that as leverage  
2 to get -- you know, because this is more than just the  
3 house and an eviction. It's past that. But, yeah.

4 THE COURT: Well, let me -- let me tell you  
5 the difficulty. First of all, as I said, I don't find  
6 that this is a case that involves the deprivation of a  
7 personal liberty -- or being at stake. And the other  
8 difficulty we have is, as of October 1, our public  
9 system changes dramatically. October 1, we are no  
10 longer County-Funded public defense; it will be  
11 State-funded public defense.

12 And that is going to be in District 2, which  
13 is an oddity among the rest of the state. We'll all be  
14 contracts. And the contracts that I have reviewed do  
15 not include this type of case that they would be subject  
16 to providing coverage.

17 MR. BASS: That's what I get told quite a  
18 bit.

19 THE COURT: And Joanna McFarland is going to  
20 be District 2's State Public Defender. That's why --

21 MR. BASS: Yeah.

22 THE COURT: -- she cannot take it. She will  
23 definitely have a conflict in being able to do that.

24 So I understand. And I understand -- I  
25 appreciate the length at which you've detailed the

1 efforts that you have made to retain an attorney without  
2 success. But at the same time, I cannot appoint a  
3 public defender to represent you in this matter.

4 MR. BASS: Your Honor, as far as I know, I'm  
5 supposed to object to preserve my right to appeal any  
6 point that I either don't understand or -- where I don't  
7 agree, I guess. So I would like to do that, object with  
8 -- to preserve my right to appeal.

9 THE COURT: I will note your objection for  
10 the record.

11 MR. BASS: Thank you.

12 THE COURT: All right. So in regards to the  
13 status on this case, it looks like plaintiff has filed a  
14 motion for summary judgment under Rule 56 of the civil  
15 procedure rules. And that's now set separately for  
16 hearing on October 15th. There's certain timeframes in  
17 which you would need to respond to that motion for  
18 summary judgment.

19 I'm sure, Mr. Nagy, you're quite well aware  
20 of the timeframes under Rule 56, and I assume that you  
21 intend to file a response.

22 MR. NAGY: Your Honor, I have not received a  
23 motion for summary judgment. Is that only against  
24 Mr. Bass?

25 THE COURT: Let's see, it is -- it lists the

1    entirety of -- it lists both Mr. Bass and Mr. Pike and  
2    any unknown parties in possession of the property.

3                   MR. BASS:   Your Honor, I have not received  
4    that either.

5                   THE COURT:   It looks like it was just filed  
6    yesterday, so it's probably in the mail, I would guess.  
7    Or actually, let me look at the certificate of service.  
8    It was sent -- Mr. Nagy, it was emailed to you through  
9    iCourt, it looks like.  It was sent via U.S. mail to  
10   Mr. Bass.

11                  MR. STODDARD:  And I'm happy to send an  
12   email copy of all the pleadings to Mr. Bass as well.  I  
13   believe he's listed his email on his pleadings.  I can  
14   do that right now, Your Honor, or following the hearing.

15                  THE COURT:   Certainly.  That would probably  
16   be a good way to be sure that he has that.

17                  MR. NAGY:   That's very odd, Your Honor,  
18   because I have not received notice from the court that  
19   there was an iCourt filing.  Am I listed -- do you see  
20   me listed in the case as the attorney for Mr. Pike?

21                  THE COURT:   Yes, you are.  It has you --

22                  MR. NAGY:   Huh, that's the first time that's  
23   ever happened.

24                  THE COURT:   It has you listed for Mr. Pike.  
25   I don't know what address our system has for you.  I can



1 tell you that this was -- the notice of hearing has your  
2 Idaho Legal Aid Services. It's  
3 kennagy@idaholegalaid.org.

4 MR. NAGY: Yes, that's right. And I've  
5 never not received something from iCourt before. So  
6 I'll have to check on that.

7 MR. STODDARD: Ken, I'm happy to send you a  
8 copy as well. In my experience, usually when an answer  
9 or notice of appearance is filed, the reason you  
10 wouldn't get notice is if you didn't check the  
11 appropriate service contact for your office at the very  
12 bottom of the iCourt filing page when you file that  
13 notice of appearance. So it might list you as an  
14 attorney, but if there isn't any service contact, then  
15 iCourt doesn't send copies of filings to a contact that  
16 isn't checked.

17 So -- but, again, it was just filed  
18 yesterday. It was just accepted. So I'm happy to email  
19 copies of all that to both yourself, as well as  
20 Mr. Bass.

21 MR. NAGY: Your Honor, we'll check on that.

22 THE COURT: Okay.

23 MR. NAGY: I appreciate that, Mr. Stoddard.

24 THE COURT: All right. That sounds good.

25 So I guess as far as the status at this

1 point, we do have that motion for summary judgment that  
2 hopefully you'll receive here shortly that will need to  
3 be responded to. And that's -- as I said, it's set for  
4 -- the notice of hearing has it set for October 15th --  
5 that's a Tuesday -- at 9:00 a.m. via Zoom.

6 And so, Mr. Bass in particular, there are --  
7 do you have access to look at the civil rules online?

8 MR. BASS: I do, yes, Your Honor.

9 THE COURT: If you'll look at Rule 56, which  
10 is what's referenced in the motion, it will -- if you  
11 make your way through that rule -- it's a little  
12 convoluted, but it gives you timeframes on what you need  
13 to file and the timeframe within which you need to file  
14 it. I believe -- I can't remember if it's seven or  
15 14 days prior to the hearing. I don't remember that off  
16 the top of my head right now.

17 MR. BASS: I'm sorry --

18 THE COURT: If you want to file a response  
19 -- basically a summary judgment motion is saying there's  
20 no material issue -- or material fact at issue. And  
21 then you would file a response, presumably saying that,  
22 yes, there is. So...

23 MR. BASS: Okay. Yes.

24 THE COURT: So you would have to support  
25 that --

1 MR. BASS: Yes.

2 THE COURT: -- via affidavit or other  
3 documentation.

4 MR. BASS: That's not a problem.

5 THE COURT: All right. And then we would  
6 have a hearing on it. I'll hear argument in regards to  
7 the motion for summary judgment, and then I'll issue a  
8 decision. It may not be that day in court. It will  
9 probably be a written decision following that.

10 All right. So do you want me to set this  
11 for anything else at this time, or shall we just deal  
12 with that after the -- at the motion to suppress -- or  
13 excuse me, the motion for summary judgment hearing?

14 MR. BASS: As far as the other motions?

15 THE COURT: Anything else you want me to set  
16 in this case at this time?

17 MR. BASS: Would I file -- am I able to file  
18 what I need and go ahead and make a whole -- the motions  
19 for that as I respond to this? I would want to go over  
20 it -- I'm sorry, Your Honor. I would want to --

21 THE COURT: That's fine.

22 MR. BASS: -- go over any motions I do have.

23 THE COURT: Okay.

24 MR. BASS: And would want to --

25 THE COURT: You have pending -- you have

1 pending -- well, I've already addressed your motion for  
2 appointment of co-counsel. You still have pending a  
3 motion to dismiss and strike summons and Complaint and a  
4 motion to amend filings to include verification.

5 In regards -- let me just take that up right  
6 now. In regards to the motion to amend filings to  
7 include the verification, is there any objection to that  
8 by plaintiff or Mr. Pike?

9 MR. STODDARD: Your Honor, this is Lewis  
10 Stoddard. I haven't received a copy of that, so I don't  
11 necessarily know what's contained in it. If it's just  
12 merely to add a page declaring that it's true and  
13 correct to all the various motions, I -- preliminarily,  
14 I don't have an issue with it. But, again, not having  
15 seen it, I don't know exactly what the scope of that  
16 request is.

17 THE COURT: It looks like in the motion to  
18 amend -- so checking the mailing, it says that it was  
19 emailed to you, Mr. Stoddard, as well as sent in the  
20 U.S. post. Doesn't look like a copy went to Mr. Nagy.  
21 And then there's a separate notice of verification and  
22 demand for jury trial. That, again, was sent to  
23 Mr. Stoddard via email and post, but no copy to  
24 Mr. Nagy.

25 I'm looking at the other filings --

1                   MR. BASS:   Because I -- Your Honor, because  
2   Dwayne is my tenant, I handed him a copy --

3                   THE COURT:   Oh, well --

4                   MR. BASS:   -- directly.   So I --

5                   THE COURT:   Understood.   But Mr. Pike has an  
6   attorney, and all filings have to go to his attorney,  
7   not to Mr. Pike.

8                   MR. BASS:   Understood.

9                   MR. NAGY:   Your Honor, I suspect that the  
10   timing was a bit difficult for Mr. Bass because it looks  
11   like he filed those motions and his response the same  
12   day that I appeared in the proceeding.

13                  THE COURT:   Okay.

14                  MR. NAGY:   And so I have been provided with  
15   copies of those documents --

16                  THE COURT:   Perfect.

17                  MR. NAGY:   -- from my client that he  
18   received from Mr. Bass.   And Mr. Stoddard has provided  
19   me with copies as well.

20                  THE COURT:   All right.   Thank you.

21                  MR. NAGY:   And, Your Honor, just for the  
22   record, Mr. Pike does not have any objection to  
23   Mr. Bass' motions.

24                  THE COURT:   All right.

25                  MR. BASS:   I will, Your Honor, make sure to

1 send it to Mr. Pike's lawyer proceeding -- or moving  
2 forward.

3 THE COURT: And so, Mr. Stoddard, in regards  
4 to -- so there's two-ish motions that are still out  
5 there. One is the motion to dismiss and strike summons  
6 and Complaint, which I'm assuming that you will be  
7 objecting to. And then there's the motion to amend the  
8 filings to include the verification, as well as the  
9 notice of verification. It indicates that's been  
10 emailed to you. I don't know whether you received  
11 those.

12 MR. STODDARD: So I'll answer both questions  
13 in order. With respect to the motion to dismiss and  
14 strike the summons and Complaint, I'm fine already  
15 setting that for October 15th with the motion for  
16 summary judgment hearing.

17 The Court hasn't reviewed the filings that I  
18 made, but in the memorandum in support of motion for  
19 summary judgment, I went ahead and addressed the merits  
20 of the motion to dismiss. And so the memorandum sets  
21 forth the reasons why the motion to dismiss is without  
22 merit and why summary judgment should be granted. So  
23 because an opposition's already been filed, unless  
24 Mr. Bass wants to set an earlier hearing on that, I  
25 think it probably makes the most sense to go ahead and

1 take that up at the same time as the motion for summary  
2 judgment.

3 On the verification, again, I just checked  
4 my email and my junk mail. I do not have a copy of  
5 that. I did receive all of Mr. Bass' other filings via  
6 mail on August 22nd. And so I'm not sure if he sent the  
7 motion to amend to add the verification on a separate  
8 date or to a separate place. I don't know if he sent it  
9 to my Boise address or the Salt Lake address.

10 So because I haven't seen it, again, I don't  
11 know the scope of it, I'm fine with setting that for  
12 hearing in October as well. Depending on the outcome of  
13 the summary judgment hearing, it might become a moot  
14 issue anyway.

15 THE COURT: In response to that, it was --  
16 everything else filed by Mr. Bass was filed on the 14th  
17 of August. The motion to amend and notice of  
18 verification was filed on the 19th of August. So a  
19 separate date. And it looks like it was mailed to your  
20 Salt Lake City office.

21 MR. STODDARD: Okay. I can follow up with  
22 them. Again, I haven't seen it. Because it's not set  
23 for hearing, there's no deadline to respond yet, so I  
24 can try to track it down and request a copy from the  
25 court; or perhaps Mr. Bass can just email me a copy of

1 it when he receives my email with those various summary  
2 judgment documents that I just sent.

3 THE COURT: All right.

4 MR. BASS: I'm happy to do that.

5 THE COURT: All right. So as far as the  
6 motion to dismiss and to strike summons and Complaint,  
7 it sounds like plaintiff is willing to have that heard  
8 on the 15th of October alongside the motion for summary  
9 judgment.

10 Does that work for you, Mr. Bass?

11 MR. BASS: Yes, if we're able to do the  
12 motions to dismiss at that time, I don't see any reason  
13 why we can't.

14 THE COURT: I could hear it sooner if you  
15 wanted to. I have time on the 1st of October and maybe  
16 the 8th of October. I have a jury trial right now, but  
17 that might go away. If you wanted to hear it sooner.  
18 Otherwise, we could hear it on the 15th.

19 MR. BASS: It would seem to me that hearing  
20 it before the other motion would be prudent. So the 8th  
21 would be -- work well for me at least.

22 THE COURT: All right. Today being the  
23 17th, did you want to do that on the 1st or the 8th, if  
24 you want it sooner than the 15th?

25 MR. BASS: The 8th would work well for me as



1 far as the dates go. The more time I have, the more  
2 time I continue to look for counsel, too. So --

3 THE COURT: Sure.

4 MR. BASS: -- that's my preference, is to  
5 try to find counsel and continue to try to find counsel.

6 THE COURT: Well, right now on the 8th, I am  
7 supposed to have a jury trial starting at 9:00. But I  
8 also have another civil matter set at 9:30. So I could  
9 just move my jury trial to 10:00 if it goes. I would  
10 have 9:00 available on Tuesday, the 8th, if that works  
11 for all counsel.

12 MR. BASS: It works fine for me.

13 MR. NAGY: At 9:00 on the 8th, Your Honor?

14 THE COURT: Yes.

15 MR. NAGY: Your Honor, I do plan to file no  
16 objection to Mr. Bass' motion to add the verification.  
17 And would the Court require me to appear at the hearing  
18 if I do not object to his motion?

19 THE COURT: No, I would not require you to.

20 MR. NAGY: Okay. And, Your Honor, I'm not  
21 sure that Mr. Stoddard is understanding the motion that  
22 Mr. Bass filed. Mr. Bass is just seeking to add a  
23 verification to his filings --

24 THE COURT: Oh.

25 MR. NAGY: -- not to require the plaintiff

1 to add a verification. So I'm guessing that when  
2 Mr. Stoddard reviews that motion, my guess is he's not  
3 going to have an objection either. So I'm wondering if  
4 it would make sense to just simply -- since it's a  
5 routine matter, just take it up at the summary judgment  
6 hearing.

7 THE COURT: As far as the verification?

8 MR. NAGY: Yes.

9 THE COURT: We can do that, but there's the  
10 separate motion filed by Mr. Bass to dismiss the  
11 Complaint and strike the summons and Complaint.

12 MR. NAGY: I see. So you'll be hearing that  
13 on the 8th as well?

14 THE COURT: That's what he's asking, to have  
15 that heard prior to the motion for summary judgment.

16 MR. NAGY: I apologize, Your Honor. I  
17 thought --

18 THE COURT: No problem.

19 MR. NAGY: -- we were at the verification.

20 MR. STODDARD: For me, Your Honor,  
21 October 8th is fine. If Mr. Bass wants to hear that and  
22 come to court twice, that's certainly his prerogative.  
23 Again, our opposition's already been filed to that  
24 motion and is included in the memorandum in support of  
25 motion for summary judgment so that Mr. Bass knows where

1 to look when he checks his email.

2 THE COURT: All right. So that then has  
3 been fully pled then. So we'll go ahead and hear your  
4 motion, Mr. Bass, to dismiss and strike the summons and  
5 Complaint on October 8th at 9:00 a.m. by Zoom. We'll do  
6 that on the same Zoom information that this hearing is  
7 scheduled. This is my civil Zoom session.

8 And then in regards to the verification, we  
9 can either -- it sounds like, Mr. Nagy, on behalf of  
10 Mr. Pike, you're going to file a notice of no objection  
11 to all -- all of those motions?

12 MR. NAGY: Yes, Your Honor. He does not  
13 have a position in regards to those. He doesn't object  
14 to them.

15 THE COURT: All right. And so you won't  
16 need to appear on the 8th. I assume you're going to  
17 want to appear on the 15th, however, for the summary  
18 judgment motion.

19 MR. NAGY: Yes, Your Honor. I'll be filing  
20 a response.

21 THE COURT: And then, Mr. Stoddard, if you  
22 do not object to the motion in regards to the  
23 verification amendment, if you could let us know that,  
24 or we could just -- you can simply note that at the --  
25 on the 8th. Or if you want to wait until the 15th, we

1 can do that as well. But it sounds like that's not  
2 going to be too much of an issue.

3 MR. STODDARD: Correct. Again, if it's just  
4 to add a -- like, declare truthful and honest, you know,  
5 the typical verification language, I don't see any  
6 reason to object, especially where Mr. Bass is appearing  
7 pro se and preparing all the documents himself. So...

8 But I haven't seen it. So as soon as I get  
9 an email, I'm happy to file a notice of non-opposition  
10 if it appears fine.

11 THE COURT: All right. Then we will take up  
12 the motion to dismiss on the 8th at 9:00 a.m. by Zoom.  
13 And then we'll -- I think it's already been set. The  
14 motion for summary judgment has been set for the 15th, I  
15 think, at 9:00 a.m., also by Zoom. And so I don't know  
16 that there's anything else to schedule at this point  
17 because those two issues could be dispositive of this  
18 matter.

19 All right. So is there anything else to  
20 take up today?

21 MR. NAGY: Your Honor, are you -- is the  
22 Court wanting to hear both of the eviction issues at the  
23 same -- in the same hearing provided that the summary  
24 judgment is not granted? Or would the Court be inclined  
25 to bifurcate those two different proceedings -- or those

1 two different issues?

2 THE COURT: Can you -- the issues being  
3 the...

4 MR. NAGY: The ejectment of Mr. Bass and the  
5 ejectment of Mr. Pike. Since the issues are somewhat  
6 different.

7 THE COURT: They are different based upon a  
8 rental agreement -- or a lease agreement; is that  
9 correct?

10 MR. NAGY: That's what I'm arguing, Your  
11 Honor.

12 THE COURT: Let me -- let's see where we go  
13 with both dispositive motions. If I grant the motion on  
14 the 8th, then that takes care of it. And if I grant the  
15 plaintiff's motion for summary judgment, then that takes  
16 care of it.

17 MR. NAGY: I just wanted to get that idea  
18 out there if the Court does survive dispositive motions.

19 THE COURT: I appreciate that. They are --  
20 they seem to me to be on a different footing, Mr. Bass  
21 and Mr. Pike, in regards to this matter. So certainly  
22 we could consider that. I'm not prepared at this point  
23 to let you know what I would decide on that, but I will  
24 as I get more into -- when I get a chance to review  
25 everything and hear the responses on the motion for

1 summary judgment as well.

2 MR. NAGY: And I can talk about that issue  
3 with Mr. Bass and Mr. Stoddard outside the Court's  
4 presence if the Court survives dispositive motions.

5 THE COURT: All right. Thank you then.  
6 Anything else for today?

7 MR. NAGY: I have nothing further, Your  
8 Honor.

9 MR. BASS: No, Your Honor.

10 MR. STODDARD: Not from plaintiff, Your  
11 Honor.

12 THE COURT: All right. Then I will see you  
13 all on the 8th of October.

14 MR. NAGY: Thank you.

15 MR. STODDARD: Thank you. Have a good day.

16 THE COURT: Have a good day.

17 (COURT IN RECESS.)

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1     OCTOBER 8, 2024

9:00 A.M.

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P R O C E E D I N G S

4

5                     THE COURT: All right. We are now in  
6 session on this Zoom hearing in Case No. CV35-24-1063.  
7 It's entitled DPW Enterprises LLC and Mountain Prime  
8 2018 LLC vs. Jeremy Bass and Dwayne Pike. I note  
9 Mr. Stoddard is present by Zoom on behalf of the  
10 plaintiff, and Mr. Bass is present by Zoom representing  
11 himself. Mr. Pike is represented by Ken Nagy, and there  
12 is a notice of non-opposition, and so Mr. Nagy had  
13 indicated he was not planning on being present at this  
14 hearing today on this motion to dismiss.

15                     And just to clarify for the record, this  
16 hearing today is on Mr. Bass' motion to -- let me find  
17 it back here. It was filed on August 14th. It's the  
18 motion to dismiss and strike the summons and Complaint.  
19 He filed a memorandum in support of that. And in his  
20 memorandum, he also referenced his response that he  
21 filed the same day to the Complaint.

22                     And I note that there is a response in the  
23 motion for summary judgment that was filed by plaintiff.  
24 The memorandum supporting that motion for summary  
25 judgment also detailed the plaintiff's opposition to

1     this motion to dismiss and strike the summons and  
2     Complaint.

3                     And so this matter was set for hearing  
4     today. We do have one other issue we need to take up,  
5     but I don't know if you want to do that first. Mr. Bass  
6     just filed -- and I don't know if you received that,  
7     Mr. Stoddard; but he just filed late last night -- or  
8     right before close of business -- a motion to -- an  
9     affidavit, it says, to -- essentially asking to continue  
10    your motion for summary judgment that had originally  
11    been set for the 15th of October. And then it was -- an  
12    amended motion -- or notice, excuse me, was filed  
13    setting it for August -- or October 22nd.

14                    And so, Mr. Bass, you are seeking an  
15    extension of time beyond October 22nd; is that correct?

16                    MR. BASS: Yes, just a small window more.

17                    THE COURT: All right. And so,  
18    Mr. Stoddard, I don't know whether Mr. Bass contacted  
19    you to see whether you would agree to that or whether  
20    this is a motion that you haven't seen yet.

21                    MR. STODDARD: Yeah. I haven't seen the  
22    motion that was filed with the Court. I did look on the  
23    docket this morning. I received an email from Mr. Bass,  
24    a cryptic email, last night about needing more time, but  
25    it didn't reference more time for what, whether that was



1 for today's hearing or any of the other motions. And so  
2 I'm not sure, you know, what the basis is.

3 In my view, my client purchased this  
4 property in March. Mr. Bass is living there rent free.  
5 And so, obviously, they are wanting to get this matter  
6 taken care of sooner rather than later. So without  
7 having seen the motion, I can tell you my clients would  
8 oppose any additional continuance.

9 That summary judgment hearing has been moved  
10 now twice, all at Mr. Nagy's request because he has had  
11 other conflicts and -- but nice enough to reach out to  
12 the Court and find additional hearing dates. And so out  
13 of professional courtesy to him, I've been happy to move  
14 those hearings because they have not been for an  
15 extended period of time, and he's been able to obtain  
16 alternative dates from the Court on a relatively quick  
17 basis.

18 So, you know, Mr. Bass, obviously, has  
19 gotten the benefit of those extensions because I haven't  
20 wanted to bifurcate the summary judgment motion and take  
21 up two dates on the Court's calendar and have, instead,  
22 sought to just move them both.

23 So, again, I would oppose any continuance of  
24 the summary judgment motion.

25 THE COURT: All right. And just to be

1 clear, you referenced motions that have been filed by  
2 Mr. Bass. I just want to make it clear for the record  
3 that originally the first motion that was filed was the  
4 motion for appointment of co-counsel, which we dealt  
5 with at the last hearing on -- I'm trying to remember  
6 what day we were in court.

7 MR. STODDARD: It was early September.

8 THE COURT: I'm not seeing my minutes, so --  
9 there they are. September 17. We dealt with that  
10 issue, which I denied the motion for appointment of  
11 co-counsel.

12 And then the second motion filed by Mr. Bass  
13 was this motion to strike the summons and Complaint,  
14 which we have set for hearing today. And then he also  
15 filed a motion to amend the filings to include  
16 verification, as well as a notice of verification.  
17 Mr. Nagy indicated that he had no objection to that  
18 particular motion.

19 And then I believe that you have also filed,  
20 Mr. Stoddard, a notice of non-opposition to that  
21 particular motion to add the verification. So that one  
22 has been resolved.

23 The only motion that Mr. Bass has filed now  
24 that remains unresolved is this motion to dismiss. And  
25 then we have plaintiff's motion for summary judgment. I

1 think that Defendant Dwayne Pike, through his attorney,  
2 Ken Nagy, has filed an opposition -- filed a response to  
3 that motion for summary judgment. And we just don't  
4 have a response yet from Mr. Bass.

5 MR. BASS: And that is what I was, Your  
6 Honor, just asking for another week to finish my  
7 response. And that's all I -- and I'm unsure why the  
8 motion -- I did send it out to both parties, to Mr. Nagy  
9 and Mr. Stoddard. So I'm not sure --

10 THE COURT: Did you email that or did you --

11 MR. BASS: Yes, I emailed them. And then  
12 there's also a copy that's being sent in the mail as  
13 well. So I'm not sure what --

14 THE COURT: Okay. Thank you. And I will  
15 note for the record that Mr. Pike is now present on  
16 Zoom.

17 Mr. Pike, your attorney is not present  
18 because he filed a notice of non-objection to Mr. Bass'  
19 motion in regards to his motion to dismiss.

20 MR. PIKE: Okay. Thank you.

21 THE COURT: You're certainly welcome to be  
22 part of the hearing to listen to what is going on; but  
23 my understanding is that your attorney filed, on your  
24 behalf, a notice of non-objection to this particular  
25 motion.

1                   THE WITNESS:   Okay.   Thank you very much,  
2   Ms. Evans -- Judge Evans.

3                   THE COURT:   You're welcome.

4                   All right.   And so we'll get to that motion  
5   to continue in a moment in regards to summary judgment.  
6   Let's take up the motion to dismiss and strike the  
7   summons and Complaint.

8                   And so, Mr. Bass, this is your motion, so  
9   I'd be glad -- I have reviewed, first of all, your  
10   three-page motion to dismiss and strike the summons and  
11   Complaint, as well as the -- there was a 15-page  
12   memorandum in support of that motion with attachments.  
13   I haven't numbered the attachments.   They're Exhibits A  
14   through E -- or F, excuse me.   And then in it, you  
15   referenced your response to the summons and Complaint.  
16   I've reviewed that.

17                  And I have reviewed, Mr. Stoddard, your --  
18   the portion of your memorandum that's in reference to  
19   this particular motion, the second half of your  
20   memorandum.

21                  And so with that in mind, Mr. Bass, I would  
22   be glad to hear argument.

23                  MR. BASS:   I believe that the whole -- that  
24   they're wanting to be a buyer in good faith for value, a  
25   purchaser -- bona fide purchaser in good faith for

1 value. And there is plenty of evidence that there was  
2 coercion and that the sale wasn't aboveboard and that  
3 they're not a bona fide buyer. And that's the basis for  
4 dismissal. Yeah.

5 THE COURT: All right. So just -- I want to  
6 clarify. I'm just writing my notes here. So it's  
7 essentially down to three issues. First, you're saying  
8 that the nonjudicial foreclosure sale was undertaken in  
9 bad faith.

10 MR. BASS: Yes.

11 THE COURT: Second, you're saying that there  
12 was plenty of evidence of coercion in regards to that  
13 sale.

14 MR. BASS: Yes.

15 THE COURT: And then second (sic), you're  
16 saying that DPW Enterprises and Mountain Prime 2018 LLC  
17 were not bona fide buyers of the residence.

18 MR. BASS: Yes, Your Honor.

19 THE COURT: First of all, where is the  
20 plenty of evidence in regards to coercion of the sale,  
21 and why should this Court consider the sale when that's  
22 not an issue before the Court?

23 MR. BASS: Your Honor, the -- in order for  
24 them to have possession of the house and title, they  
25 would have to be a purchaser in good faith for value

1 under Idaho Section 45-1508 and -- which is what would  
2 give them -- give them the right to proceed forward.  
3 The evidence that -- the evidence that I have is in  
4 audio and video form, as well as pictures.

5 THE COURT: But it's not part of this  
6 record.

7 MR. BASS: It is not part of it. That's  
8 part of --

9 THE COURT: A motion to dismiss needs to be  
10 supported by evidence or some sort of affidavit or some  
11 sort of proof, not conclusory statements.

12 MR. BASS: Yes, Your Honor. And I -- I am  
13 gathering that -- that right now.

14 THE COURT: This is the hearing on your  
15 motion.

16 MR. BASS: Yes. I was -- I didn't  
17 understand that you weren't supposed to -- that you had  
18 to give everything out right now. I thought we were  
19 supposed to bring more evidence as we went.

20 THE COURT: How else could the plaintiff  
21 respond to your motion if you don't present what it is  
22 you're trying to argue?

23 MR. BASS: I thought this was a notice  
24 pleading state, so I didn't -- I thought we were  
25 supposed to bring -- and this is why I needed

1 co-counsel. These will be --

2 THE COURT: I understand, Mr. Bass, but I  
3 have plenty of people that appear in front of me  
4 representing themselves, they read through the rules and  
5 they figure out what they need to do. I am instructed  
6 by the Supreme Court to treat you no differently than I  
7 treat an attorney if you choose to represent yourself,  
8 although I tend to give a lot more grace to  
9 self-represented litigants.

10 MR. BASS: I -- and that's -- my response to  
11 the summary judgment was -- is what I was -- that's  
12 where all the evidence I was bringing was attached to.  
13 And that's part of the reason why I was asking for more  
14 time. I didn't -- I didn't know that I needed to bring  
15 more than just, I guess, enough to create a shadow of  
16 doubt or some -- to this part.

17 THE COURT: It's not a shadow-of-doubt  
18 standard; it's preponderance of the evidence in a civil  
19 matter. That's the standard of proof that I look at.

20 MR. BASS: Okay. I -- I have the evidence  
21 here. I mean, I could show it. I just -- I didn't have  
22 it -- I was -- that's what I was presenting --

23 THE COURT: Sure.

24 MR. BASS: -- for the -- for the --

25 THE COURT: So let me just take this through

1 and then maybe -- I don't know if, Mr. Stoddard, you  
2 want to address this first, but let me just take you  
3 through what my concerns were.

4 Your first allegation in your memorandum is  
5 that Carrington Mortgage Services colluded and price  
6 fixed and exhibited coercion in the foreclosure, in the  
7 nonjudicial foreclosure sale.

8 MR. BASS: Yes, Your Honor.

9 THE COURT: That was a conclusory statement  
10 that you made. There's nothing in there. You make a  
11 lot of statements, but none of which is considered  
12 evidence.

13 And then you talked about how they delayed  
14 the selling while you were waiting for money to clear up  
15 in your mother's probate. And then you're saying that  
16 it was -- they didn't comply. They sold it too soon.

17 But my understanding from the facts as were  
18 stated in Mr. Stoddard's memorandum, is over a  
19 year-and-a-half went by after the default before they  
20 did the foreclosure sale.

21 MR. BASS: The -- yes, it was a  
22 year-and-a-half after they went into default. We --  
23 under the doctrine of the -- the part-performance. I  
24 had already paid -- we had already entered and started  
25 the transfer to me. I paid the taxes, as well as the --



1 THE COURT: Well, hold on.

2 MR. BASS: -- insurance that would probably  
3 come out of escrow.

4 THE COURT: Well then, let's make up the  
5 difference here. So they notified you you were in  
6 default of your mortgage.

7 MR. BASS: Yes.

8 THE COURT: Which means you didn't pay.

9 MR. BASS: That --

10 THE COURT: And I don't know whether -- to  
11 my knowledge, you didn't pay during the entire  
12 year-and-a-half, but you were making some sort of  
13 arrangement with no timeframe that you've referenced to  
14 try to pay off the mortgage.

15 And in the meantime, while you were in  
16 possession of the home, you paid taxes; you paid house  
17 insurance as a -- they, at this point, were not the  
18 owners of the residence, correct, until the -- until the  
19 foreclosure sale? You were in possession of the home,  
20 and you paid the taxes for living there.

21 MR. BASS: No.

22 THE COURT: And you paid the homeowners  
23 insurance.

24 MR. BASS: So that comes out of (inaudible).  
25 I wouldn't normally pay that. And that -- so they took

1 care of that. And so part of --

2 THE COURT: So they paid the taxes?

3 MR. BASS: Yes, they would pay the taxes  
4 normally for -- so the whole length of the mortgage,  
5 they would pay taxes --

6 THE COURT: So this wasn't money that you  
7 were out; it was just payment by your mortgage service  
8 as in the due course of business. As mortgage companies  
9 do, they pay your taxes to make sure they're paid.

10 MR. BASS: Yes, before. And so after the  
11 foreclosure, we -- when I highlighted the issues that  
12 were there, and we didn't go into foreclosure because I  
13 didn't make payments; we went into foreclosure because I  
14 stopped and said, hey, you guys were caught in fraud,  
15 and we need to look at this. And we went into  
16 forbearance for over -- almost two years worth of time.

17 THE COURT: So you are disputing the  
18 original mortgage?

19 MR. BASS: Correct, because the -- even the  
20 instrument that is being foreclosed on isn't even the  
21 instrument we were operating under.

22 THE COURT: Which you made payments on since  
23 2009.

24 MR. BASS: Yes. Correct. Well, no, 2008.  
25 And I didn't know that -- so the original one that I --

1 the original instrument that I made payments under was  
2 from 2008. They made -- they reconveyed that and said  
3 it was paid off in full. And then without my  
4 knowledge --

5 THE COURT: So it was picked up -- somebody  
6 else purchased your mortgage?

7 MR. BASS: No.

8 THE COURT: Another financial company  
9 purchased your mortgage?

10 MR. BASS: No, Your Honor. They did a  
11 transfer of mortgage and --

12 THE COURT: Well, transfer, purchased,  
13 essentially the same thing. Somebody paid your original  
14 mortgage broker money to take over your mortgage, and  
15 then your money now went to that new person, correct?

16 MR. BASS: Yes.

17 THE COURT: Okay.

18 MR. BASS: Sort of. So, Your Honor, the way  
19 they did this was, in order to create this confusion  
20 that made it where it looks like -- so the way they  
21 structured this is so that it produces this effect of,  
22 well, you just didn't pay your mortgage; everything  
23 looks okay; it's transferred normally, when it's not.

24 But that's -- that's kind of beside the  
25 point here because that's something I have to deal with

1 with the Bank of America and not with these guys.

2 THE COURT: With Carrington.

3 MR. BASS: But with the -- the foreclosure,  
4 itself, when I -- when we went into foreclosure, it  
5 wasn't because I didn't stop paying. I said, hey,  
6 there's a problem here, because they were trying to get  
7 me to sign -- commit mortgage fraud with them by bribing  
8 me to sign mortgage -- a new deed that was back dated  
9 for 2012 and 2020.

10 THE COURT: And you filed suit on that  
11 matter; isn't that correct?

12 MR. BASS: Yes. And that was dismissed.

13 THE COURT: But that was actually against --  
14 I want to say that was against -- DPW eventually hadn't  
15 brought in the right parties to contest that issue.

16 MR. BASS: It was against the trustee to  
17 stop the sale, because I was, again, trying to find a  
18 lawyer and couldn't find anything and -- because this is  
19 such a complicated matter and such a detailed kind of  
20 thing that I do need help.

21 THE COURT: My apologies. The other case --  
22 it was CV35-24-1063 -- was you against Bank of America,  
23 Michael Newell, the trustee, and Carrington Mortgage  
24 Services.

25 MR. BASS: Yes, Your Honor.

1                   THE COURT:   Okay.   And that case was  
2 dismissed.

3                   MR. BASS:   Dismissed because I failed to --  
4 procedure-wise, hand -- to serve correctly.   And so  
5 while I was finding a lawyer, I -- we just -- it was on  
6 pause.   So I just kept it on pause.

7                   THE COURT:   All right.   So that was  
8 originally filed back in December of '22.   And then in  
9 November of '23, the Court sent out a notice of proposed  
10 dismissal for inactivity --

11                  MR. BASS:   Yes.

12                  THE COURT:   -- because there had been  
13 90 days -- failure to serve the Complaint within 182 --  
14 no activity for 90 days, failure to serve the Complaint  
15 within 182 days.   And then you didn't respond to that,  
16 and so it was dismissed on December 4th.

17                  MR. BASS:   Yes.   And that was because we  
18 were -- because we were already in -- I was going to pay  
19 off the house in order to take that off the table so  
20 that I could keep -- do the suit without having to worry  
21 about my home being used as leverage against me.   So I  
22 was going to pay that off.   And that's why we entered  
23 into an agreement with Carrington Mortgage for me to pay  
24 it off.

25                         And so at that point, they went ahead and

1   stopped making payments to taxes and insurance, and I  
2   took over the payments as -- as part of the transfer to  
3   start. So we already started actually doing the  
4   transfer because I -- I -- instead of the -- instead of  
5   the escrow paying for the insurance and the taxes, I  
6   started paying it. And they gave me the payoff amount  
7   and -- as I was waiting for the escrow. And so they  
8   knew that that was coming.

9                   And on -- and the whole reason why we had  
10   the contract, the lease agreement that happened before,  
11   was because it was not expected for them to just  
12   suddenly go against our agreement of me paying it off.  
13   And then they just went and sold it.

14                  THE COURT: Well, let me interrupt for a  
15   moment. I'm sorry. I'm not sure if it has bearing on  
16   this case, but out of curiosity, what was your agreed  
17   deadline for you to pay from -- pay off that amount that  
18   they said you could in order to keep your home?

19                  MR. BASS: It was as soon as the probate was  
20   off to be finished. And we had regular updates every  
21   month to let them know where we were in the probate as  
22   far as everything goes.

23                  THE COURT: So Carrington Mortgage said,  
24   don't worry, we're going to just let this extend out  
25   there until someday your probate is taken care of? Is

1     that what you're -- is that what you're representing?

2                   MR. BASS:  No.  No.  Not at all.

3                   THE COURT:  Or was there a deadline that  
4     they wanted you to have that done?

5                   MR. BASS:  They did not give me a deadline,  
6     no.  I --

7                   THE COURT:  Well, sometime within that  
8     year-and-a-half, they apparently decided not to wait any  
9     longer for this probate to occur and sent you notice of  
10    the foreclosure sale.

11                  MR. BASS:  No.  They -- every month, they --  
12    they continued to -- they postponed it every month and  
13    -- because you can only put it out for 30 days, I guess.  
14    And so the probate was going to end, and we were just  
15    getting done with it actually in February.  And -- and  
16    they were going to get paid off actually in March.

17                  This is -- this -- they knew.  But what  
18    ended up happening was, I -- they called me on a Friday.  
19    I didn't get the call.  And then on Monday, they went  
20    ahead and it was -- or I think it was Monday, where they  
21    went to go ahead and do -- we did the same normal  
22    monthly cycle of, I let the -- the other side, the  
23    trustees, know that we were still doing the probate.  
24    We're still moving forward.  I just paid the taxes.  I  
25    just paid the insurance.  We're -- we're moving forward

1 on everything.

2 And -- but because I didn't call -- because  
3 I didn't pick up the phone call on the day before, they  
4 went ahead and pushed forward on -- on Friday because I  
5 didn't -- or that February because I didn't answer the  
6 phone call.

7 And then when I called back, they -- it just  
8 got -- just decided to push forward despite the fact  
9 that we were already -- were moving forward in things.  
10 They had already sent me the payoff. We were -- we had  
11 to get a re-updated number. So they were sending me new  
12 numbers. And they were in process, too. But we had the  
13 numbers, the initial numbers to pay off. And, yeah, we  
14 were -- we were already in process. And --

15 THE COURT: So why didn't you show up at the  
16 auction and tender an offer that you owed the 163,000?

17 MR. BASS: Because that would have been --  
18 that would have been a crime. If I would have done  
19 that, I would have been participating in a fixed  
20 auction, which -- which the representative that was at  
21 the auction, which was -- there was only one bidder that  
22 was there. That was the same lady that had called me  
23 and tried to intimidate me into selling to her ahead of  
24 time.

25 And when I -- and I have that -- that's part



1 of the evidence that I was going to give --

2 THE COURT: Okay.

3 MR. BASS: -- to the -- with -- in response  
4 to the -- the dismissal -- or summary -- the motion for  
5 summary judgment --

6 THE COURT: Okay.

7 MR. BASS: -- evidence I was going to file  
8 with that is the video of it and the conversation from  
9 the lady that -- she called and said that they had been  
10 talking with the bank and setting the price -- they were  
11 setting the prices and negotiating ahead of time, which  
12 is -- that's illegal in itself because it's a public  
13 auction.

14 There's -- there was no bidders. There was  
15 one person that came with printed checks. They didn't  
16 do any bidding. And if I had participated, it would  
17 have been in a fixed -- knowingly fixed auction that  
18 would -- yeah. If it's price fixed, then I would be  
19 participating in that. But I was there at the auction.

20 THE COURT: You're saying if it's price  
21 fixed. You're asserting it's price fixed, and now  
22 you're saying if it was price fixed. So you don't --

23 MR. BASS: Not if it was.

24 THE COURT: -- have evidence of that, do  
25 you?

1                   MR. BASS: No, I do. I have them admitting  
2 to it, that they were price fixing it.

3                   THE COURT: And "them" would be?

4                   MR. BASS: Well, let me get that up then.  
5 Her name is --

6                   THE COURT: What company does she represent?

7                   MR. BASS: The plaintiff's right now.

8                   THE COURT: DPW Enterprises and Mountain  
9 Prime 2018 LLC?

10                  MR. BASS: Yes, Your Honor. I'm grabbing  
11 her name right now. Her name is --

12                  THE COURT: All right. Well, whatever the  
13 representative -- her name is, of the plaintiff. So  
14 what you're alleging then in your motion to dismiss is,  
15 one, bad faith for the nonjudicial foreclosure sale from  
16 Carrington Mortgage Services. You assert that there was  
17 coercion. You didn't say on behalf of whom. I assume  
18 that's Carrington. And then you said that the current  
19 plaintiffs were not bona fide buyers.

20                  MR. BASS: Yes.

21                  THE COURT: And for that reason, you're  
22 saying that I should dismiss this eviction case.

23                  MR. BASS: Yes. They don't have rights  
24 because the -- because they're not bona fide buyers.  
25 And the sale needs to be vacated and -- which is part of

1 the filings that I --

2 THE COURT: And you understand that to  
3 vacate -- any request to vacate the sale is beyond the  
4 scope of this case?

5 MR. BASS: It's beyond the -- if -- I  
6 understand that it is beyond -- I guess I really don't  
7 understand if -- that it -- that I'm not allowed to --

8 THE COURT: You're making accusations  
9 against Carrington Mortgage Services. They're not a  
10 party to this case.

11 MR. BASS: I'm making accusations against  
12 the buyers.

13 THE COURT: And how are they going to know  
14 what went on throughout the course of your negotiations,  
15 if that's what they were, with Carrington Mortgage  
16 Services for that year-and-a-half following their notice  
17 of foreclosure?

18 MR. BASS: So there's several reasons why  
19 they would know. One, there was --

20 THE COURT: Do they represent Carrington  
21 Mortgage Services?

22 MR. BASS: No. They represent themselves.  
23 That's the buyers network negotiating with Carrington  
24 Mortgage.

25 THE COURT: They're a separate entity?

1 MR. BASS: Yes, representing themselves.

2 THE COURT: How can a separate entity  
3 represent the interests of Carrington Mortgage Services?

4 MR. BASS: No. They -- they're a separate  
5 entity representing themselves in negotiations with  
6 Carrington Mortgage. So they were a party with  
7 Carrington Mortgage, not -- not as Carrington Mortgage.

8 So they were making bids along with other  
9 developers with Carrington Mortgage. And they basically  
10 held an auction in private and then came themselves to  
11 -- they just came and -- with printed checks. And there  
12 was no bidding at the auction. There was -- at the  
13 public auction that was supposed to be there. They had  
14 done this, settled it before.

15 So no -- no other developer came to bid.  
16 There was no bidding at all at the auction, which is  
17 what I have video and audio of, as well as the -- them  
18 -- the representative that came to the public auction,  
19 she is the one that contacted me before telling me that  
20 they were price fixing it and that she was -- because  
21 she didn't -- she -- she was trying to scare me into  
22 selling it to her so that way it would be a better deal.

23 THE COURT: So let me just get this  
24 straight. My understanding is Carrington offered for  
25 you to buy out your mortgage at 163,000. That didn't

1    happen within a year-and-a-half.  They give you notice  
2    and set it for a trustee's sale.  At the sale, it was  
3    purchased by the plaintiffs in this matter.  And as I  
4    understand it -- and I thought I read this somewhere,  
5    but correct me if I'm wrong -- it was purchased for  
6    150,000?

7                   MR. BASS:  It was -- yeah.  Their initial --

8                   THE COURT:  Which was -- so in other words,  
9    Carrington took a loss.

10                  MR. BASS:  No.  No.

11                  THE COURT:  They -- you owed them 163,000;  
12   they took 150,000 on it.

13                  MR. BASS:  No.  After 15 years, they -- they  
14   have been paid almost 2,000 -- \$200,000.  And it wasn't  
15   Carrington Mortgage --

16                  THE COURT:  That's what interest tends to  
17   do.

18                  MR. BASS:  Yeah.  And Carrington Mortgage,  
19   they only came on to the whole of it in 2015.  And  
20   that's part of the reason why they're trying to get me  
21   to commit mortgage fraud by having the new deed signed  
22   for 2012 with their name on it and my ex-wife's name on  
23   it in 2020.  So it was backdated for 2012.  And -- and  
24   so they were trying to get me to sign these papers for a  
25   new deed that was backdated, because we were -- because

1 we were -- that's what they were operating under.

2               So the deed that we're -- that they're  
3 foreclosing on right now that -- the instrument that's  
4 on record, that is not even the terms or anything that  
5 we were operating under. So that -- that one is just  
6 there. Bank of America's already agreed that the -- the  
7 conveyance -- the reconveyance was legit. And that's  
8 part of the problem, is that what we're operating under,  
9 the instrument that we're operating on is not what was  
10 recorded.

11              Now, Carrington Mortgage had sent to Idaho  
12 State Department of Finance an instrument that was not  
13 recorded, presented as if it was recorded, and what we  
14 were operating under, which it does fit the terms that  
15 we were operating under. And that one's not -- and so  
16 that's -- that was part of the packet that I'm  
17 presenting -- that I was -- that I'm asking for, you  
18 know, another week to be able to finish.

19              But they had sent me a whole nother set of  
20 papers that we're operating under. That's what we went  
21 through -- or that's what we were -- they should have  
22 been foreclosing on, because it had all the correct  
23 numbers and everything like that.

24              THE COURT: All right.

25              MR. BASS: But as far as -- as far as the

1   payoff goes, I only got the final payoff that we were  
2   discussing in December. So it was only a matter of a  
3   month time between getting the number -- the number for  
4   the payoff to hand them a check in order to take the  
5   house off the table. That was only a month's time.

6                   THE COURT: So they gave you what they said  
7   you would have to to pay off the mortgage in December?

8                   MR. BASS: Yes.

9                   THE COURT: And then in February, they put  
10  it up for sale, the trustee sale?

11                  MR. BASS: No. No, Your Honor. They  
12  started foreclosure in March of the year before.

13                  THE COURT: Of '22?

14                  MR. BASS: Yes, Your Honor.

15                  THE COURT: Then they gave you the notice in  
16  December of '23. And then it went to the nonjudicial  
17  foreclosure sale in February of '24, correct?

18                  MR. BASS: No. No, Your Honor, that is not  
19  correct. They gave me notice of foreclosure in '22. We  
20  -- and it -- every month they kept going to postponing  
21  it, the --

22                  THE COURT: At your request, correct?

23                  MR. BASS: Yes.

24                  THE COURT: Okay.

25                  MR. BASS: Well, actually, at first -- at --

1 the first eight months of that was not at my request.  
2 They did it because of litigation. And I was working  
3 with -- and still am working with authorities right now  
4 for this. So I have -- with the SEC, an open  
5 investigation; and with the Lewiston Police, an open  
6 investigation as far as the criminal aspects of this.

7 THE COURT: That's been open since '22 when  
8 they notified you of default?

9 MR. BASS: No. That came -- the  
10 investigation started in '23, in roughly -- or no, I'm  
11 sorry, 20 -- in the beginning of '24. Actually, it  
12 depends on which one -- on which people -- part of the  
13 investigation is -- so there's multiple people --  
14 multiple entities that are -- have open cases. Some of  
15 them have started in '23, and some of them have started  
16 a little later. So the one with the Lewiston Police is  
17 in '24. The Department of -- or the Office of the Comp  
18 Controller is in '23.

19 THE COURT: Did the Lewiston Police  
20 Department investigation begin before or after the sale?

21 MR. BASS: It began after the sale.

22 THE COURT: Did the investigation with the  
23 other entity that you're referencing -- I think you said  
24 the SEC -- did that before or after the sale?

25 MR. BASS: I believe the one with the SEC



1 began before the sale; and the one with the comp  
2 controller for the treasury, that one began before the  
3 sale, just before the sale.

4 THE COURT: All right. All right. So as I  
5 understand it, you don't think that this was an  
6 appropriate foreclosure sale. You think there was bad  
7 faith. You think that there was coercion; that the  
8 current plaintiffs in this eviction case are not  
9 bona fide buyers through the trustee's sale. That's why  
10 you're asking for this petition for eviction to be  
11 dismissed?

12 MR. BASS: Yes.

13 THE COURT: And the evidence you have  
14 presented me on your motion to dismiss consists of  
15 nothing.

16 MR. BASS: I understand that. And that's --  
17 and that's -- that's the packet that I'm giving with --

18 THE COURT: Okay.

19 MR. BASS: -- with further evidence.

20 THE COURT: All right. And we'll deal with  
21 summary judgment later. But on the motion to dismiss,  
22 you wanted it heard separately from the summary  
23 judgment. So that's what we're doing.

24 MR. BASS: Yes, Your Honor.

25 THE COURT: All right. So, Mr. Stoddard?

1                   MR. STODDARD: Thank you, Your Honor. I  
2 think, as the Court's aware, the standard on a motion to  
3 dismiss is that all of the averment with the nonmoving  
4 party are accepted as true. With that in mind, the  
5 Court has before it as part of the Complaint a copy of  
6 the issued trustee's deed. It reflects that the  
7 property was purchased by my clients for \$165,000 --  
8 \$165,346.71. So the property was purchased at a public  
9 auction where my client was the highest bidder paying in  
10 excess of what Mr. Bass owed on the loan per his own  
11 payoff that he attached to his documents.

12                   There's been nothing presented in his motion  
13 or supporting documentation of any collusion; coercion;  
14 a fabricated, fraudulent document. Again, they are, as  
15 the Court noted, merely conclusory statements.

16                   What the record reflects is that there was a  
17 default. Notice was given under the Idaho Trustee's  
18 Act. Sale was set. Postponed for an exceedingly long  
19 amount of time, I think, partially due to prior  
20 litigation between Mr. Bass and the trustee and the  
21 lender. And ultimately, a sale date set, a sale held.  
22 Mr. Bass' comments even indicate nobody was prohibited  
23 from going to that sale. Apparently he went to it, or  
24 somebody did and filmed it on his behalf.

25                   If no other bidders show up besides my

1 client, you know, that ends up being lucky for my  
2 client. But there's otherwise no evidence that people  
3 were -- were deceived or told there was no sale. The  
4 record has the copies of those sale notices.

5           And so because of that, if Mr. Bass has  
6 issues with his prior lender, his prior servicer, the  
7 prior trustee, he's certainly free to pursue those  
8 claims with whatever authority he wants, or the court.  
9 But the issue before the Court today is my client's  
10 right to title and interest in that property, having  
11 purchased it at the trustee's sale for 100 -- you know,  
12 over \$165,000, which was paid.

13           And because of that, the motion to dismiss,  
14 I think, fails, both because of lack of evidence, but  
15 because there has been a proper claim pled with proper  
16 supporting documents in the record.

17           THE COURT: All right. Thank you,  
18 Mr. Stoddard.

19           In regards to this motion to dismiss, I'm  
20 going to take this matter under advisement, and I'll  
21 issue a written decision in due course. Meanwhile, we  
22 have the plaintiff's motion for summary judgment  
23 currently set for -- it's been filed since the middle of  
24 September, but now it's set for hearing on October 22nd.  
25 It was a continued hearing.

1                   And, Mr. Bass, you filed the motion  
2   yesterday evening asking for that motion for summary  
3   judgment to be delayed at least a week --

4                   MR. BASS:   Yes, Your Honor.

5                   THE COURT:   -- and you would prefer two; is  
6   that correct?

7                   MR. BASS:   Yes, Your Honor.

8                   THE COURT:   Mr. Stoddard, I know that you --  
9   it was originally set for the 15th, then it was moved to  
10  the 22nd.   And I think that was based on Mr. Nagy's  
11  availability, who represents Mr. Pike; is that correct?

12                  MR. STODDARD:   That is correct, Your Honor.

13                  THE COURT:   All right.   If I were to grant a  
14  week continuance to the 29th, do we know whether  
15  Mr. Nagy's available?

16                  Did you check with him, Mr. --

17                  MR. STODDARD:   I do not, Your Honor.

18                  THE COURT:   You don't know, Mr. Stoddard?

19                  MR. STODDARD:   I do not.   I mean, my thought  
20  is, is that if the request for a continuance is merely  
21  to provide Mr. Bass additional time to prepare his  
22  opposition materials, then I'm happy to shorten my  
23  timeframe so that we can still have the hearing on the  
24  22nd.

25                  THE COURT:   Well, even if I granted the week

1 so that he would have 14 days prior to the hearing, that  
2 would need to happen today, the response. And it didn't  
3 sound like Mr. Bass was ready to file that today.

4 MR. BASS: No, Your Honor. I need -- I need  
5 an additional week to finish transcribing and to finish  
6 the last of my papers.

7 THE COURT: So you need until the 15th then  
8 to file your response?

9 MR. BASS: That would be -- yes, Your Honor.

10 THE COURT: And, Mr. Stoddard, you're  
11 willing to waive the time -- that rather than 14 days,  
12 you're willing to go with seven days prior to the  
13 hearing for that response to be filed?

14 MR. STODDARD: That's fine with me, Your  
15 Honor. Again, I think the issue that -- which Mr. Bass  
16 is complaining are against parties other than my client  
17 and, frankly, belong in a separate unrelated suit.

18 So, you know, whatever he's going to  
19 present, I think, ultimately is not going to have any  
20 bearing on my client's position, which is they purchased  
21 the property. There's a trustee's deed. The statutory  
22 framework in Idaho says that that sale is final, and  
23 we're a good faith purchaser.

24 So I don't mind shortening it to seven days  
25 so that we can get this heard on the 22nd, which is

1 already clear with Mr. Nagy's calendar and already the  
2 time set for hearing the summary judgment against  
3 Mr. Pike as well.

4 THE COURT: All right. And so --

5 MR. STODDARD: Assuming Mr. Bass can file  
6 his opposition materials and then email them to me on  
7 the 15th, I could likely have my response filed by  
8 Friday, the 18th. And then that would give the Court,  
9 you know, Monday to review my response if it hadn't  
10 already reviewed Mr. Pike's materials at that -- or  
11 Mr. Bass' materials at that point. But...

12 THE COURT: All right. So if I -- so,  
13 Mr. Bass, I guess kind of splitting the baby in the  
14 middle here, I will allow you to file your response  
15 rather than have it due today. You can file that a week  
16 from today on the 15th. And make sure that counsel,  
17 Mr. Nagy and Mr. Stoddard, get a copy of that. Email  
18 that to them at the e-service addresses that are listed  
19 on their pleadings.

20 MR. BASS: Thank you, Your Honor.

21 THE COURT: And then -- and then if you're  
22 going to have any reply to that, Mr. Stoddard, that  
23 would be then due on the 11th. And that would give the  
24 Court time to read everything on the 14th.

25 MR. STODDARD: The 11th, Your Honor? I --

1 his would be due the 15th, though.

2 THE COURT: Oh, I'm sorry, the 18th.

3 MR. STODDARD: The 18th.

4 THE COURT: My apologies.

5 MR. STODDARD: Certainly fine.

6 THE COURT: So then that would give me time  
7 to review whatever is recently filed on the 21st before  
8 we have hearing on this on the 22nd at 10:00.

9 MR. BASS: Perfect. Thank you, Your Honor.

10 THE COURT: All right. Is there anything  
11 else -- and I will have a decision in regards to this  
12 motion to dismiss prior to that hearing date on the  
13 22nd.

14 Anything else we need to take up for today?

15 MR. BASS: I do not believe so, Your Honor.

16 MR. STODDARD: Not from plaintiff, Your  
17 Honor.

18 THE COURT: All right. Thank you then.  
19 We'll be in recess, and I will see you all on the 22nd  
20 of October.

21 (COURT IN RECESS.)

22

23

24

25

1     OCTOBER 22, 2024

10:00 A.M.

2

3

P R O C E E D I N G S

4

5                   THE COURT: All right. We are now in  
6 session in the matter of DPW Enterprises LLC and  
7 Mountain Prime 2018 LLC vs. Jeremy Bass and Dwayne Pike.  
8 This is Case No. CV35-24-1063. We have present on  
9 behalf of DPW -- well, the plaintiff in this matter --  
10 is Lewis Stoddard, appearing by video on this Zoom  
11 session. Present on behalf of Dwayne Pike is his  
12 attorney, Ken Nagy. And I think I see Mr. Pike there in  
13 the background.

14                   MR. NAGY: Yes, Your Honor. He's here with  
15 me.

16                   THE COURT: All right. And also present by  
17 video is Jeremy Bass representing himself.

18                   And this matter was set for hearing today on  
19 the plaintiff's motion for summary judgment. In this  
20 matter, the motion for summary judgment, along with a  
21 memorandum and three declarations, was filed back on  
22 September 16. It was originally set for hearing on the  
23 15th and then reset to the 22nd, I believe, to  
24 accommodate Mr. Nagy's schedule. And then on  
25 October 1st of '24, Mr. Nagy, on behalf of Mr. Pike,



1 filed his response and supporting affidavit.

2 On October 8th, Mr. Bass asked for this  
3 matter to be continued as he indicated he needed more  
4 time to respond. There was a compromise through that  
5 hearing where the plaintiff agreed to allow Mr. Bass an  
6 additional week to file his response. And they -- and  
7 expedite their reply. So Mr. Bass was given until  
8 October 15 to file his response, and plaintiff was given  
9 until October 18 to file a reply.

10 On October 14, plaintiffs filed their reply  
11 to Defendant Pike's response. October 15, Mr. Bass  
12 filed his response and affidavit and submitted a thumb  
13 drive as well. And then on October 18th, plaintiffs  
14 file their reply and affidavit to Mr. Bass' response.

15 And then late yesterday afternoon, Mr. Bass  
16 filed three, I guess he calls them responses to a  
17 portion of the reply. There is no provision for there  
18 to be a reply to a reply, and the State -- or excuse me,  
19 and the Court is not going to consider the three  
20 documents filed by Mr. Bass yesterday afternoon at 4:41.

21 And so with that, Mr. Stoddard, this is your  
22 motion, so I'll hear argument from you first.

23 MR. STODDARD: Thank you, Your Honor. As  
24 the Court is aware, the record before this Court, this  
25 is a standard post-foreclosure action for ejectment.

1     There are two defendants, each with differing postures  
2     in this matter. The first is Mr. Bass, who occupies the  
3     property as the former owner of that property. And then  
4     Mr. Pike is the only other defendant who has appeared,  
5     who is asserting that he is a tenant of the property and  
6     entitled to remain in that property pursuant to an  
7     executed lease agreement.

8                 Because the -- I guess the analysis with  
9     respect to each of them differs, I'll take each one  
10    separately. But the caselaw is clear, Your Honor, that  
11    following a nonjudicial foreclosure, the successful  
12    purchaser is entitled to possession ten days following  
13    that sale.

14                The undisputed record before the Court  
15    indicates that there was a default on a deed of trust  
16    that Mr. Bass signed that encumbers the real property;  
17    that a sale was noticed, subsequently postponed multiple  
18    times. Litigation took place between Mr. Bass and the  
19    trustee and beneficiary. That was dismissed.

20                And ultimately, a trustee's sale was  
21    conducted, was held on the courthouse steps; and a  
22    representative of my clients attended that sale,  
23    submitted the winning bid. A trustee's deed was issued  
24    and recorded in its favor.

25                So plaintiffs at this point are making a

1 claim to have possession of that property as against the  
2 interest of Mr. Bass and Mr. Pike because they purchased  
3 it at a successful trustee's sale.

4 The consequences of a trustee sale with  
5 respect to a former borrower is clear. It terminates  
6 all right, title, and interest of that former borrower.  
7 And, again, they were entitled to possession ten days  
8 following that sale.

9 Mr. Bass still maintains possession of the  
10 property as evidenced by his pleadings. He is refusing  
11 to relinquish possession. He has presented no evidence  
12 indicating any irregularity with the way that the sale  
13 was conducted by way of notice or any other statutory  
14 irregularity. Rather, what Mr. Bass has set forth  
15 before the Court is a number of conclusory, I'll call  
16 them conspiracy theories, as to what he thinks occurred.  
17 But --

18 MR. BASS: I'm going to object to this that  
19 that's --

20 MR. STODDARD: -- ultimately, it's all  
21 speculation. The record before the Court, including  
22 Mr. Bass' own evidence, reflects that there was a sale  
23 held. It was held outside. Anybody could attend. He  
24 hasn't presented any evidence that people were stopped  
25 from attending that sale; that people were told not to

1     come to the sale; that people were somehow scared away  
2     from that sale.

3                     And, in fact, Mr. Bass is seen in those  
4     videos, if the Court reviewed them, holding a sign  
5     intended to dissuade people from attending that sale,  
6     giving some sort of indication that they might be  
7     subject to criminal penalties or jail time.

8                     Really, at the end of the day, with respect  
9     to Mr. Bass' right to possession of that property, he  
10    hasn't presented the Court with any evidence indicating  
11    any statutory failure in the nonjudicial foreclosure  
12    process. And, in fact, a trustee's deed is entitled to  
13    prima facie presumption of compliance. And the recital  
14    (phonetic) therein are entitled to a prima facie  
15    presumption of truth. That includes that a notice of  
16    default was given, recorded; that the various statutory  
17    notices were given. That would include posting. That  
18    would include mailing.

19                    Mr. Bass attended the sale; and, therefore,  
20    the record's clear that he had actual notice of the  
21    sale. And the law in Idaho is clear that, where there  
22    are no issues regarding the statutory notice provisions,  
23    that trustee's sale becomes final.

24                    Mr. Bass has raised a number of questions  
25    regarding how the sale was conducted and, again, is

1 alleging that there was some form of collusion, but  
2 cites no caselaw or support for those propositions.  
3 Rather, my client contacted the trustee in advance of  
4 the sale to find out what the opening credit bid was  
5 going to be. Credit bids have been acknowledged by the  
6 Idaho Supreme Court as proper bidding procedures for a  
7 creditor.

8           Having found out what the opening bid amount  
9 was going to be and how those funds needed to be  
10 tendered, my client sent his own representative to that  
11 sale to bid on its behalf where it was the successful  
12 purchaser placing the highest bid. And thus, the  
13 property was sold to it.

14           That nobody else showed up to the sale, I  
15 don't know why that would have occurred. Neither does  
16 Mr. Bass. And so there is no evidence in the record  
17 that bidders, again, didn't attend because of some, I  
18 guess, alleged collusion or other price fixing or  
19 whatever Mr. Bass wants to allege.

20           And so for that reason, Your Honor, I think  
21 the record is clear that my clients are entitled to  
22 possession, immediate possession, of that property as  
23 against any interest claimed by Mr. Bass.

24           With respect to Mr. Pike, the analysis  
25 changes a bit. Mr. Pike is apparently a tenant of that

1 property. Following the sale, as is common practice in  
2 my practice, we send a notice to vacate to the property.  
3 The purpose of that notice to vacate is to let former  
4 owners like Mr. Bass know that, hey, your property was  
5 sold. You need to vacate that property. But also, with  
6 respect to tenants who we may or may not know about, it  
7 is to inform the tenant of potential rights they might  
8 have under the Protecting Tenants at Foreclosure Act.

9           The notice to vacate that was sent, Mr. Pike  
10 received. He called my office. At that point, he said,  
11 I'm here on a month-to-month lease. I'm entitled to  
12 90 days to vacate. No disagreement there. That's what  
13 the Protecting Tenants at Foreclosure Act affords a  
14 tenant that's there on a month-to-month lease.

15           Ultimately, it didn't make any sense to  
16 initiate two separate evictions. And so Mr. Bass and  
17 Mr. Pike both got the benefit of 90 days to vacate the  
18 property. And when they failed to, the Complaint for  
19 ejectment was filed.

20           In responding to the Complaint for ejectment  
21 for the first time, Mr. Pike filed a purported two-year  
22 lease renewal entered in prior to the foreclosure sale.  
23 I attempted to try and negotiate with Mr. Nagy on behalf  
24 of Mr. Pike, but when negotiations ultimately failed --

25           MR. NAGY: Your Honor, I'm going to object

1 to any discussion regarding settlement negotiations.

2 MR. STODDARD: I don't intend to discuss the  
3 terms, Your Honor; just that --

4 THE COURT: All right. Thank you.

5 MR. STODDARD: -- we had -- we communicated.

6 Ultimately, wherein this matter couldn't be  
7 resolved amicably, it became necessary to file the joint  
8 motion for summary judgment as against both individuals.

9 The short of the summary judgment as against  
10 Mr. Pike is that, if he is there pursuant to a lease, he  
11 needs to prove that he's in compliance with that lease.  
12 And, in fact, the notice to vacate that was given to  
13 Mr. Pike said, if you believe you're a bona fide tenant,  
14 provide a copy of the lease so we can evaluate it,  
15 determine if you're there -- if you're -- pursuant to a  
16 month to month or for a term. Give us copies of your  
17 previous rent payments so we can determine that you're  
18 in compliance with your lease. And most importantly,  
19 and I think the issue before this Court is, you need to  
20 continue to make your lease payments if you're there  
21 underneath a bona fide lease.

22 The record before the Court and the  
23 undisputed evidence is that Mr. Pike failed to do any of  
24 that, at least with respect to my client. He was  
25 informed that my clients purchased the property. He was

1 informed and asked to send my clients a copy of any  
2 lease agreement so they could evaluate it. He was  
3 informed and asked to continue to make payments under  
4 that lease agreement to my clients as the new owners.  
5 None of that occurred. Rather, the undisputed fact  
6 before the Court is that Mr. Pike elected to continue  
7 making his rent payments to Mr. Bass.

8                   And unfortunately, that he chose to pay the  
9 wrong individual his rent for the preceding seven months  
10 does not render him in compliance with that lease  
11 agreement, especially where he seeks to have my clients  
12 bound by the terms of that lease agreement.

13                   And so for that reason, Your Honor,  
14 Mr. Pike's attempt to avoid removal from the property  
15 pursuant to a lease agreement also fails because he is  
16 not in compliance with that lease agreement, has not  
17 paid his rent to my client during the intervening seven  
18 months, continues to not pay rent to my clients, but has  
19 instead elected to pay Mr. Bass, who has no right,  
20 title, or interest in that property. And so, again, I  
21 think the caselaw on that entitles my client to  
22 immediate possession of the property.

23                   And with that, if there's no other -- no  
24 questions or if the Court has questions, I'm happy to  
25 respond.



1                   THE COURT: I don't have questions at this  
2 time, Mr. Stoddard.

3                   So let's take up a response to each of  
4 those. We'll start with -- the first argument was in  
5 regards to Mr. Bass.

6                   So, Mr. Bass, would you like to respond to  
7 that?

8                   MR. BASS: Yeah. By their own filing, the  
9 second declaration of DPW Enterprises, it is mentioned  
10 that they had contacted the trustees. That is a  
11 violation of the Sherman Act. That is not upheld by a  
12 court that you're allowed to -- which is proved by -- by  
13 the fact that you put the number -- the payoff amount in  
14 the notice. That right there takes it out of -- as I  
15 understand it, would cause a jurisdictional problem  
16 because federal statutes would be adjudicated in federal  
17 court, not in district court.

18                  As I stated before in earlier -- in earlier  
19 hearings, I was instructed to stay in the property by  
20 the prosecuting office; that there's open investigations  
21 occurring and, as far as I understand, are still  
22 occurring. And I was told by John -- or I'm sorry,  
23 Nathan -- Nathaniel Rupp from the prosecutor's office to  
24 sit tight and stay in my house until there's a case that  
25 crosses his desk.

1                   As far as the lease goes, if for whatever  
2   reason I was to be found not the owner, Mr. Pike has  
3   paid his rent to me. As far as he understands, there  
4   would be -- as far as I understand it, there's no reason  
5   for him to believe that there was any other owner,  
6   because we got incomplete notices that were missing  
7   pieces. And that would be for the plaintiff to go ahead  
8   and prove that they had sent the notices in complete  
9   form and correct. Otherwise, we would have no reason to  
10  -- to abide by them, because why would we believe that  
11  that was -- if it's incomplete, it could be anyone that  
12  could send that.

13                  Also to point is that, in order for -- to  
14  have rent -- or to have a tenant, you have to have the  
15  house at 68 degrees. You have to have things --  
16  electricity on and things like that. And there was no  
17  attempt by anyone to take those and make sure that  
18  Mr. Pike was taken care of correctly and his rights as  
19  tenant were maintained.

20                  I paid those and -- just as I paid the taxes  
21  and the insurance, which was part of the verbal  
22  agreement that I had with Carrington Mortgage. That's  
23  -- that have both the recorded conversation from  
24  Ms. Morelin (phonetic) claiming that she was talking  
25  with the -- the trustees or the bank, and that Mr. Wangs

1 -- or Wangsgard (phonetic) also agreed that he had  
2 talked to the trustees before. I think it's very clear  
3 that -- that they had been in communication. And any  
4 communication with them would be in question of whether  
5 it be price fixing or not.

6 I mean, you could -- you could easily just  
7 go, no, you don't really want to buy that and leave it  
8 at that; or, yeah, you know, congratulations, that's  
9 going to be a great buy. Anything that's positive or  
10 negative, even if it's just giving the number, would  
11 still be price fixing because you're steering the  
12 customers or the bidders away, and which is the  
13 legislature's intent of why the number is included in  
14 the notice.

15 Let's see. And then my attendance to the --  
16 to the auction, I was prevented from bidding because  
17 they had already -- had already price fixed it; that  
18 they had arrangements. And because I was prevented from  
19 it, I couldn't make a bid because I would be knowingly  
20 participating in a fixed auction, which would make me a  
21 party to that. So I was prevented from bidding from --  
22 on the house.

23 And there is no -- sorry. Sorry. I'm  
24 reading my notes. As far as the awareness of property  
25 defects beforehand, the -- it is assumed in the statutes

1   that you are -- you have a due diligence to look at the  
2   properties. And if they talked to the trustee, the  
3   trustee would have been able to tell them very clearly  
4   that there was issues, because I had made it very  
5   clearly -- very clear to the trustees that there was  
6   problems. So since they had called and got a number,  
7   they should have been aware of the issues, which makes  
8   them a non bona fide buyer in that sense right there.

9               So the fact that they called them takes them  
10   completely out of the realm of protection from the  
11   status of a bona fide buyer, because they had all  
12   rights, no ability to find out information about the  
13   property before paying for it and -- which makes them  
14   knowingly participating in this with knowing those  
15   problems.

16              These are -- I had provided the evidence of  
17   the talk with the trustees in the filings from  
18   yesterday. I understand that the Court does not want to  
19   take them. Are they -- are we allowed to have the  
20   evidence put in without the declarations or the  
21   responses?

22              THE COURT: What do you mean?

23              MR. BASS: Attached to each one of those,  
24   there was proof. So as far as, like, the allegation of  
25   me misquoting things on purpose, I included a shepherd's

1 report that showed that the plaintiff's side had more  
2 errors in theirs, more citation errors than mine. And  
3 part of that evidence was also that there was a -- the  
4 emails that had been sent to the trustees that made them  
5 very aware that -- that there was problems with the --  
6 the property. And so by them communicating with the  
7 trustees, it would assume -- it would be assumed that --  
8 that they would have been aware of the issues.

9 THE COURT: When you say -- let me interrupt  
10 for a moment, Mr. Bass. When you say that there were  
11 problems with the property, what are you referring to?  
12 Was there -- was the property rundown? Were their  
13 issues with the water? I don't know.

14 MR. BASS: There was -- there's several  
15 issues with the property, with both the title and the  
16 property, itself, what they were trying to sell.

17 THE COURT: So it's with the title is what  
18 you're talking about?

19 MR. BASS: Yes, and --

20 THE COURT: Not with the physical defects to  
21 the property?

22 MR. BASS: The physical defects with the  
23 property are separate, but there are defects that were  
24 -- that are there that the buyer --

25 THE COURT: So what you're claiming -- let

1 me just -- I just want to be clear what your argument is  
2 because sometimes I can't follow you.

3 Your argument is that it was on the --  
4 because the trustees were made aware by you in emails  
5 that you sent to the trustees that you claim an issue  
6 with the title, that the buyer -- in this case the  
7 plaintiff -- should have been aware of those issues.  
8 And, therefore, because they should have been aware,  
9 they cannot be a bona fide purchaser.

10 Is that what you're saying?

11 MR. BASS: I'm saying that in order to be a  
12 bona fide purchaser, you must have the -- you have  
13 all -- you have the responsibility to know what you're  
14 buying.

15 THE COURT: Tell me where the authority for  
16 that is.

17 MR. BASS: The authority for that was listed  
18 in the filing from before.

19 THE COURT: But where is it? Are you  
20 talking a statute? Are you talking caselaw? What are  
21 you referring to?

22 MR. BASS: Caselaw and --

23 THE COURT: Which case?

24 MR. BASS: -- and statute.

25 THE COURT: And which statute?

1                   MR. BASS: So the statute is 15 -- or I'm  
2   sorry, 55-508, I think.

3                   THE COURT: 55 what?

4                   MR. BASS: That has to be a -- 5508, I  
5   believe.

6                   THE COURT: 5508?

7                   MR. BASS: I believe. I --

8                   THE COURT: What title? What section?

9                   MR. BASS: Give me one second, Your Honor.

10                  THE COURT: Idaho Code is referred to -- you  
11   get a title, like Title 55, dash something.

12                  MR. BASS: Yes, Your Honor. Give me one  
13   second. I'm just pulling up my -- that specific one.  
14   Okay. Let's see. I'm sorry, it was Idaho Code  
15   Section 45-1508. I believe that's the title of -- let's  
16   see. The title is 45, liens, mortgages, and pledges.  
17   Chapter 15, trust deeds. Specifically, 1508 is finality  
18   of sale, which says that the purchaser must be in favor  
19   of the purchase in good faith for value. So the  
20   purchaser must be in good faith. And so that's -- the  
21   defining part of the statute requires them to be in good  
22   faith.

23                  And then caselaw for it -- so in --

24                  (THE COURT REPORTER ASKS FOR CLARIFICATION.)

25                  MR. BASS: Oh, I'm sorry. Sorry about that.

1           So it says, one who applies for protection  
2 upon -- or who relies upon protection of the doctrine of  
3 being a bona fide purchaser must show that, at the time  
4 of purchase, he had paid a valuable consideration upon  
5 -- and upon a brief -- a belief and the validity of the  
6 vendor's claim that the title is without notice, actual  
7 or constructive, of any outstanding adverse rights of  
8 another.

9           And that's Richard Brick -- Brick (sic)  
10 Corporation vs. Hertz Hardware. I'm not sure how to  
11 read the actual citation, if it -- it's 80WVA476. It  
12 was listed in -- in my defense -- or Defendant Bass'  
13 Response to Plaintiff's Motion for Summary Judgment on  
14 Page 2.

15           THE COURT:   AWVA?

16           MR. BASS:    I'm sorry?

17           THE COURT:   What is the citation?   AWVA?

18           MR. BASS:    The citation is Richard Banks  
19 Corporation vs. Hertz Hardware Co., 80WVA46 -- 476- --  
20 or I'm sorry, comma, 92SE685.

21           THE COURT:   So that's not from Idaho. That  
22 sounds like it's from West Virginia.

23           MR. BASS:    And then it goes, comma, colon,  
24 Merchants Trust vs. Davis, 45 (sic) Idaho 494, 290  
25 P.383.



1                   THE COURT:   Okay.   So Merchants Trust vs.  
2   who?

3                   MR. BASS:   Merchants Trust vs. Davis.

4                   THE COURT:   Davis.   Thank you.   And it's 45  
5   Idaho 494?

6                   MR. BASS:   45 -- 49 Idaho --

7                   THE COURT:   49.

8                   MR. BASS:   -- 494.

9                   THE COURT:   49 Idaho 494?

10                  MR. BASS:   Yes, Your Honor.   And there's  
11   more behind it, but is that the Idaho one that you would  
12   like or --

13                  THE COURT:   I just need to know that there  
14   is an Idaho reference.

15                  MR. BASS:   Oh, yes.   Yes, Your Honor, there  
16   is.

17                  THE COURT:   And you're saying that that  
18   caselaw stands for the fact that a bona fide purchaser  
19   has to show that they paid valuable consideration upon a  
20   reasonable belief that the seller had title?

21                  MR. BASS:   That the seller had -- had --  
22   that the title was free and clear of any issues at all;  
23   that there was no -- no claims, no issues.

24                  It went further on to say that, further, one  
25   who purchases property with sufficient knowledge to put

1 him in, or a reasonable prudent person, on query, is not  
2 a bona fide buyer. And that is from 3 -- Froman vs.  
3 Madden, 13 Idaho 138, which is part of it.

4           So it's -- if they have reason to be on  
5 notice, which the trustees had notice. There was --  
6 there was notice by me being there saying that there was  
7 problems at the auction; that there was -- and the front  
8 of the house, a big 2x4 poster that said there was  
9 issues with the -- that the property was in contention,  
10 and posted up visible for everyone to see. It would be  
11 unreasonable to think that you would buy a property  
12 without even going by and looking at it, which they --

13           THE COURT: Well, Mr. Bass, didn't you file  
14 a claim against your prior mortgage company --

15           MR. BASS: I filed --

16           THE COURT: -- which was dismissed?

17           MR. BASS: It was dismissed for inability to  
18 serve correctly. It wasn't dismissed with prejudice. I  
19 was -- I was trying to find a lawyer to continue the  
20 process. In the meantime, I was also trying to pay off  
21 the house that they claimed I owed in order to take that  
22 off the table, so that way I didn't have them using that  
23 as leverage against me. That's when we --

24           THE COURT: I'm sorry, wait. So you owed  
25 money on the house?

1                   MR. BASS: That they said. That doesn't  
2 mean that I -- it was legit. It was just that that's  
3 what they said. And they were using that to hold -- to  
4 try to work against me.

5                   THE COURT: So you believe that you've paid  
6 for that house in full?

7                   MR. BASS: I believe that the house was paid  
8 off in full. And they agree.

9                   THE COURT: What proof do you have of that?

10                  MR. BASS: A letter of full reconveyance.

11                  THE COURT: To you?

12                  MR. BASS: To me, yes, Your Honor.

13                  THE COURT: From whom?

14                  MR. BASS: From Bank of America.

15                  THE COURT: And where is that in your  
16 filings?

17                  MR. BASS: That was not in the filing that I  
18 gave in this part. It is in -- it's in public record,  
19 but it's -- it was from the case that was dismissed.

20                  THE COURT: Okay.

21                  MR. BASS: But the other side concurred that  
22 it was legit, that it's not in dispute; that the --

23                  THE COURT: All right. We've gone far  
24 afield of what's at issue in this case. So you do not  
25 believe that the -- that the plaintiff is a bona fide

1 purchaser because you believe that you have stated that  
2 there were issues with title.

3 All right. Anything else in your argument?

4 MR. BASS: Well, and they -- they  
5 participated in price fixing by calling the trustees.  
6 That removes them out from the statute -- or the  
7 protection of a bona fide buyer by them contacting them  
8 and interacting with them. There's no -- there's no way  
9 for -- they can say that it was just to get a number,  
10 but --

11 THE COURT: Okay.

12 MR. BASS: -- how much of conversation is  
13 irrelevant? The fact that they called them at all is  
14 what breaks the Sherman Act.

15 THE COURT: All right. We're going to have  
16 to move on to Mr. Nagy now because I have another  
17 hearing that's supposed to start right now, but I want  
18 to hear from Mr. Nagy.

19 So, Mr. Nagy, in regards to the argument  
20 that's been made about Mr. Pike as a potential tenant of  
21 the property, I'd like to hear your argument.

22 MR. NAGY: Thank you, Your Honor. And I'll  
23 try to be as brief as possible because my argument is  
24 set out in the brief that I filed. So I don't want to  
25 repeat a lot. I just want to stress that I think --

1     what I think are the important points.

2                     The problem as I see it with the plaintiff's  
3     case is that they're seeking ejection -- ejection  
4     against both Mr. Bass and Mr. Pike. And I've not found  
5     any legal authority in which a tenant can be evicted  
6     through an ejection proceeding. And the plaintiff has  
7     not cited to any authority in any of its briefs.

8                     Each of the named defendants, Mr. Bass,  
9     Mr. Pike, are in a different relationship with the  
10    plaintiff, as Mr. Stoddard acknowledged in his argument;  
11    Mr. Bass, the alleged former owner of the real property.  
12    Therefore, the caselaw that I've read indicates that  
13    ejection would be the proper way to remove him. I'm  
14    not arguing in any way that he should be removed; I'm  
15    only stating that ejection would be the proper process,  
16    which is what the plaintiff is pursuing.

17                    However, with regards to Mr. Pike, he is --  
18    or was a tenant of Mr. Bass. Therefore, eviction is the  
19    proper method to seek his removal from the property,  
20    which is something that the plaintiff has not pled and  
21    has not done.

22                    The problem for the plaintiff in its  
23    pleadings and its arguments is that it seeks to treat  
24    both Mr. Bass and Mr. Pike the same, even though each  
25    has a different relationship to the plaintiff. The

1 elements of ejectment are set out in numerous cases  
2 issued by the Idaho Supreme Court. The first element  
3 is ownership. The second is possession by the  
4 defendant. And the third is refusal by the defendant to  
5 surrender possession. Those elements have set out  
6 numerous cases. One of them cited by Mr. Stoddard is  
7 Pro Indiviso, 131 Idaho 741. It's a 1998 case.

8           However, those three elements presuppose  
9 that the defendant has wrongfully refused to surrender  
10 possession of the property. They, therefore, don't  
11 apply to a tenant who has a valid lease to the property  
12 as in this case. Admittedly, the Idaho courts have  
13 confused the terms "eviction" and "ejectment," and have  
14 generally, in a number of cases that I've read, have  
15 used those two terms interchangeably. So I recognize  
16 that it is somewhat confusing to distinguish between the  
17 two doctrines.

18           However, the Idaho Supreme Court has  
19 expressly held that an ejectment action, not an eviction  
20 action, is proper where the possessor of real property  
21 remains in possession after they lost ownership through  
22 foreclosure. So the Court did distinguish on at least  
23 that one occasion. And that's Indian Springs LLC vs.  
24 Anderson, 154 Idaho 708.

25           And in that particular case, the plaintiff,

1    which would be similar to the plaintiff in this case,  
2    filed an action for ejectment and then amended its  
3    petition to add a claim for eviction. And the Court  
4    found that its ejectment claim was the proper vehicle  
5    rather than eviction because, as the Court said,  
6    eviction statute, Idaho Code 6-310, doesn't fit the  
7    facts of the case. They were seeking to remove an owner  
8    who had been foreclosed upon. And the Court said, no,  
9    this is an ejectment action, not an eviction proceeding.

10           I've not found a single case in which the  
11   Court found that an ejectment action is the proper  
12   vehicle for removing a tenant such as Mr. Pike in this  
13   case where the property's been foreclosed and the lease  
14   holder continues in possession. I've not found a single  
15   case. So Idaho law requires that that an eviction  
16   action be initiated with regards to a tenant who has a  
17   lease to property.

18           Title 6 Chapter 3, that's where the eviction  
19   statutes are located in Idaho Code. And apparently the  
20   plaintiff realized that it did not properly plead an  
21   eviction action in this case because it started arguing  
22   in its motion for -- in its memorandum in support of its  
23   motion that Mr. Pike should be, quote, ejected for  
24   nonpayment of rent. No court has allowed that.

25           The plaintiff argues in its reply brief that

1   it -- and these issues were discussed in the brief that  
2   I filed on behalf of Mr. Pike. And in its reply brief,  
3   the plaintiff argues that those strict requirements of  
4   the eviction statute, 6-303, pertaining to evictions for  
5   nonpayment of rent, need not be complied with because  
6   it's pursuing ejectment, not eviction. And so I think  
7   in that sense, they're mixing up those terms.

8                   But the Indian Springs LLC case issued by  
9   the Supreme Court that I cited makes it clear that  
10  ejectment -- eviction is not appropriate in an eviction  
11  action, so the reverse would equally be true that  
12  eviction would not be appropriate if somebody's a lease  
13  holder. And that's the -- that's the authority that I  
14  can find in the Idaho Supreme Court decisions that  
15  indicates that the plaintiff must follow the eviction  
16  statutes.

17                   Now, the plaintiff cannot be correct in  
18  arguing that it can seek ejectment of Mr. Pike and need  
19  not comply with the eviction statutes because if it is  
20  correct, that means that all landlords could use  
21  ejectment instead of eviction where somebody's got a  
22  lease to property. And that certainly can't be correct,  
23  and there's no authority for it.

24                   Now, with regards to whether the plaintiff  
25  has met its burden to show that summary judgment is



1 appropriate in this case, it attacks Mr. Pike's  
2 affidavit arguing that when Mr. Pike says that he's paid  
3 his rent, he's current on his rent, he paid this much,  
4 who he paid it to. He sets up all those facts. The  
5 plaintiff argues that's a conclusory statement. But I'm  
6 sure the Court is aware that when the statutes  
7 pertaining to -- or the rules pertaining to summary  
8 judgment say that you can't use conclusory statements,  
9 that's talking about legally conclusory, not factually  
10 conclusory.

11 Mr. Pike has set out the facts that he has a  
12 lease, he's in compliance with that lease, he's paid the  
13 rent, who he's paid it to, how much he has paid. Those  
14 are factual statements, and those are in the record.  
15 And summary judgment ought not be issued in this  
16 proceeding given that there is a legitimate dispute of  
17 facts in this proceeding.

18 Your Honor, plaintiff also faults Mr. Pike  
19 for continuing to pay his rent to Mr. Bass. And that's  
20 the most curious argument that the plaintiff makes,  
21 because as Mr. Stoddard has stated and as the plaintiff  
22 has attached to its petition, the plaintiff sent a  
23 notice of eviction, a three-day demand to vacate the  
24 property. And, Your Honor, that -- that notice is in  
25 the record. It's attached to the petition. And it

1 specifically states, if you believe you are a bona fide  
2 tenant with an unexpired lease or a bona fide tenant  
3 with an expired lease, you are required to make your  
4 required monthly lease payments during the remainder of  
5 your lease agreement.

6 And I talked about this in my brief, Your  
7 Honor. Mr. Pike did that. He did exactly what the  
8 plaintiff stated. But Mr. Stoddard seems to think  
9 there's other instructions in there that told Mr. Pike  
10 what to do. There aren't, Your Honor.

11 So it's curious when Mr. Stoddard argued at  
12 the start of this hearing that he said that Mr. Pike was  
13 told in that notice to pay the rent to the new owners.  
14 He was never told that, Your Honor. So Mr. Pike did  
15 what he was told to do. He remained in compliance with  
16 the lease. He continued to pay his rent to Mr. Bass,  
17 which he was legally obligated to do under that lease  
18 agreement. So I think that Mr. Stoddard's argument  
19 falls flat, Your Honor.

20 On the fifth page of the plaintiff's reply  
21 brief, the plaintiff refers to that provision and  
22 Mr. Pike's reliance on it. The plaintiff writes, quote,  
23 that Mr. Pike relied, quote, on a singular sentence from  
24 the notice to vacate that he received and disregards the  
25 remainder of the notice.

1                   Well, Your Honor, the plaintiff ignores the  
2 fact that that quote "singular sentence" was the only  
3 instructions to Mr. Pike contained in the notice. So  
4 Mr. Pike did what he was required to do. And, of  
5 course, that argument begs the question, what else would  
6 the plaintiff have had Mr. Pike do when he was relying  
7 on the clear directive in the notice. So, Your Honor,  
8 it's odd that the plaintiff directs Mr. Pike to stay  
9 current on the lease with no other instructions and then  
10 faults him for doing that.

11                   Your Honor, it's noteworthy that the  
12 plaintiff's petition does not state a factual basis upon  
13 which Mr. Pike can be either ejected or evicted. The  
14 word "eviction" or "evict" does not appear in the  
15 plaintiff's petition. They have not properly pled their  
16 case. The rules are clear. The statutes are clear.  
17 The eviction statutes require a three-day notice if the  
18 plaintiff is now arguing, which they never -- they did  
19 not plead in their petition, that Mr. Pike is behind on  
20 the rent. They've only argued that in their memorandum  
21 in support of their motion for summary judgment.  
22 They've not given the required three-day notice putting  
23 Mr. Pike on notice that he's behind on the rent, which  
24 would have then allowed him to cure if, in fact, he was,  
25 though that is a dispute of fact whether he is behind on

1 the rent or not.

2 So, Your Honor, these facts are set out in  
3 the affidavit. There is clearly a dispute of fact in  
4 this. And the plaintiff has acknowledged that if the  
5 lease is in effect and Mr. Pike is in compliance,  
6 Mr. Pike is protected by the federal Protecting Tenants  
7 at Foreclosure Act. So that federal statute protects  
8 Mr. Pike. And, therefore, given this dispute of fact,  
9 summary judgment would not be proper and should be  
10 denied. Thank you, Your Honor.

11 THE COURT: Mr. Nagy, I have one question.  
12 In the lease, on Page 5 of the lease, top of the page,  
13 Condition 32.2, if the property is sold, the lease will  
14 transfer with the property and the new owner will be  
15 bound by all the terms and conditions of this lease.

16 Why did Mr. Pike not pay the new owner his  
17 lease agreement?

18 MR. NAGY: Because, Your Honor, Mr. Pike was  
19 aware that the ownership of the property was in dispute,  
20 and he was concerned that if he did not pay Mr. Pike, he  
21 would be in violation of that lease.

22 And so where Mr. Pike receives clear  
23 directive from the alleged new owner of the property to  
24 remain in compliance with the lease, Mr. Pike believed  
25 in good faith that he had to continue to pay the rent to

1 Mr. Pike --

2 THE COURT: Bass?

3 MR. NAGY: To Mr. Bass, I'm sorry. And so  
4 as I stated in my brief, if the plaintiff believed that  
5 that was improper, it should have petitioned to amend  
6 its Complaint to seek eviction against Mr. Pike or to  
7 obtain reimbursement of those rents paid to Mr. Bass  
8 from Mr. Bass. And the plaintiff has not done that.

9 Once the plaintiff is put on notice that  
10 there was a valid lease in effect, it did not seek to  
11 obtain the rental payments from Mr. Bass. And instead,  
12 it just simply argues that Mr. Pike didn't do what he  
13 was supposed to do.

14 THE COURT: And to be clear, the first  
15 notice plaintiff had of a lease was on August 14th when  
16 you filed your answer?

17 MR. NAGY: Well, Your Honor, Mr. Stoddard  
18 did state in his affidavit -- he filed three  
19 declarations, and they indicated that there was a  
20 conversation before I was involved between Mr. Pike and  
21 I believe it was Mr. Stoddard, regarding whether there  
22 was a lease. And Mr. Pike stated that he had a lease.

23 There's a dispute as to whether it was a  
24 month-to-month lease or a written lease. But Mr. Pike  
25 is not an attorney. He doesn't -- didn't know what to

1 do. And as soon as he contacted me, I began  
2 communicating with Mr. Stoddard and provided  
3 Mr. Stoddard with a copy of that lease. So we did that  
4 as quickly as possible, but we're dealing with an  
5 unsophisticated party here, Your Honor.

6           However, there's no statute, no legal  
7 authority that I can find that required Mr. Pike to  
8 provide that lease to the plaintiff. The Protecting  
9 Tenants at Foreclosure Act simply states that if there's  
10 a valid lease, he's protected.

11           THE COURT: All right. Thank you.

12           Mr. Stoddard, since it's your motion, I'll  
13 give you the last word.

14           MR. STODDARD: Thank you, Your Honor. And  
15 I'll keep my comments brief with respect to Mr. Bass'  
16 arguments. There's nothing in the record indicating any  
17 instructions from a County prosecutor, any open cases.  
18 And so that's just, again, an unsupported conclusory  
19 allegation.

20           With respect to bona fide purchaser status,  
21 again, Your Honor, the Idaho Code delineates a  
22 difference between a bona fide purchaser for value and  
23 anybody buying at the sale. The trustee's deed is  
24 afforded prima facie presumption of compliance to  
25 everyone. If you're a bona fide purchaser for value,

1 it's conclusive.

2 In the reply brief, we noted that that  
3 dispute that Mr. Bass wants to argue about is ultimately  
4 immaterial because there is nothing in the court record  
5 indicating any failure to comply with the Idaho Trustees  
6 Act. So whether it's prima facie and can be rebutted or  
7 it's conclusive and can't be rebutted, where there's no  
8 evidence one way or the other indicating that it wasn't  
9 complied with and all of the evidence showed it was  
10 complied with, that's an elusory argument. And so for  
11 that reason, Mr. Bass' arguments fail.

12 Additionally, the citation to the upheld  
13 case notes that bona fide purchaser status relies upon  
14 notice of statutory irregularities in the nonjudicial  
15 foreclosure sale. That's what bona fide purchaser  
16 status and inquiry notice is limited to, not did I put a  
17 paper in my window saying, I disagree, this shouldn't go  
18 to foreclosure. Ha, ha, nobody can ever be a bona fide  
19 purchaser. The record before the Court contains the  
20 land records of --

21 MR. BASS: I object to --

22 MR. STODDARD: -- Nez Perce (inaudible)  
23 which contains the deed of trust, contains the notice of  
24 default, contains the statutory required notices under  
25 the trustee's act, all of which were recorded. The

1 notice of the postponement, again, all of which were  
2 recorded, and a trustee's deed conveying ownership to my  
3 client. As such, they were entitled to possession ten  
4 days after.

5               With respect to Mr. Pike, again, Your Honor,  
6 I think the simplest classification of the response is,  
7 the dog ate my homework. I paid the wrong person. And  
8 now Mr. Nagy wants my client to have to go the person  
9 that he paid erroneously. That's not the contractual  
10 relationship that Mr. Nagy wants and Mr. Pike are  
11 seeking to enforce.

12              This was an action for ejectment against an  
13 individual occupying the property. He's submitted the  
14 lease and asserts an affirmative defense that my client  
15 is required to honor that lease agreement. The burden  
16 of proof on an affirmative defense is Mr. Pike's.

17              If he wants my client to honor the lease  
18 agreement, then he needs to prove that he's in  
19 compliance with that lease agreement. He admits he is  
20 not. He did not make payments to my client. He is not  
21 making payments to my client. He has not sought to  
22 disgorge those payments from Mr. Bass. And so there is  
23 no question of fact with respect to that.

24              Really, what we're looking at is a technical  
25 argument that Mr. Nagy believe that the only recourse



1     against Mr. Pike is that of an unlawful detainer action.  
2     I've been doing this a long time. Courts have applied  
3     both ejectment -- and I use it in the context of a  
4     post-foreclosure eviction, because it's never clear  
5     under what authority or what right a person occupying a  
6     property is. He could have been a squatter for all I  
7     know. That's why we sent a notice to vacate that  
8     informs them, here's the new owner. If you're there  
9     under a lease, send the new owner your lease. If you  
10    think you're protected, send the new owner proof of  
11    that.

12                   And more importantly, hey, the notice to  
13    vacate's very clear. In order for us to determine on  
14    behalf of the property owner, the new owner, what rights  
15    you may have under the Protecting Tenants at Foreclosure  
16    Act, you must do the following. Mr. Pike didn't do any.  
17    He moves down to the next paragraph. If you're  
18    determined to be a bona fide tenant with an expired  
19    lease, the property owner, the new owner identified in  
20    the previous paragraph, provides notice that your right  
21    to remain on the property expires no later than 90  
22    calendar days. And then the next paragraph tells him,  
23    if you're there in an unexpired lease, you need to make  
24    rent payments.

25                   Mr. Nagy wants to extract one paragraph and

1 say, well, we complied with that; but, you know, don't  
2 pay attention to the rest. The letter read in its  
3 entirety informed Mr. Pike that the property was  
4 foreclosed; that there is a new owner; that he has  
5 protections under the Protecting Tenants at Foreclosure  
6 Act. But in order to evaluate that, in order to  
7 determine what those protections might be, here's what  
8 you need to do.

9 He did not do any of those and instead wants  
10 to argue, well, I just kept doing what I was doing  
11 before. I kept paying the old owner, Mr. Bass, even  
12 though I was informed that the property went to sale,  
13 you know, maybe I was legally mistaken. Those ultimately  
14 aren't defenses.

15 Lastly, Your Honor, with respect to the  
16 unlawful detainer act, if that's the way Mr. Nagy wants  
17 to go, Idaho Code Section 6-315 provides that, when the  
18 evidence that a defendant is guilty of unlawful detainer  
19 for grounds not pled in the Complaint as presented, the  
20 quote -- the judge must order that such Complaint be  
21 forthwith amended to conform with such proofs without  
22 any imposition of terms. No continuance shall be  
23 permitted upon account for such amendments unless the  
24 defendant by affidavit filed shows to the satisfaction  
25 of the court good cause therefore.

1           The purpose of that statutory provision is  
2 similar to this. I'm trying to evict a tenant on  
3 Ground A, but it turns out when we get to trial,  
4 Ground A isn't a legal basis, but he's also in violation  
5 for other grounds.

6           The unlawful detainer action was meant for  
7 expedited proceedings to evict occupants. We did not  
8 proceed under that unlawful detainer act, again, because  
9 this is a post-foreclosure eviction action. That, to  
10 the benefit of Mr. Bass and Mr. Pike, had afforded them  
11 seven months of continued occupation of this property as  
12 opposed to 14 days, which is how quickly an unlawful  
13 detainer action could have been pursued and presented.

14           So at the end of the day, just to summarize  
15 real quickly, Your Honor, Mr. Bass is not entitled to  
16 continuous possession of the property. His interest in  
17 the property was terminated as a result of the trustee's  
18 sale. There's been no showing of any statutory or  
19 procedural irregularity or noncompliance with the  
20 trustee's act.

21           Mr. Pike, if he wants to occupy the property  
22 pursuant to a lease, he needs to prove he's in  
23 compliance with the lease. He admits he is not. The  
24 fact that he made a legal mistake as to who he should  
25 pay does not create an issue of material fact that he

1 has not paid, continues to not pay my client and,  
2 therefore, is not in compliance with the lease. And as  
3 such, we seek ejectment to have both of those  
4 individuals removed from the property so that my client  
5 can take possession. Thank you.

6 THE COURT: All right. Thank you all. The  
7 Court's going to take this matter under advisement, and  
8 I'm going to issue a written decision in due course. I  
9 will try to -- I can't give you a date on when that will  
10 be issued, but I'll try to get that out when I can.

11 Anything further on this matter today?

12 MR. STODDARD: Not from plaintiff, Your  
13 Honor.

14 MR. NAGY: Nothing further, Your Honor.  
15 Thank you for your time.

16 MR. BASS: I believe I'm not allowed to say  
17 anything else, so thank you, Your Honor.

18 THE COURT: All right. We don't have  
19 anything else set in this matter at this time.  
20 Depending on the outcome of my decision, if I deny the  
21 motion for summary judgment on either party, we'll set  
22 this matter for a status conference at that point, or a  
23 scheduling conference.

24 All right. With that, have a great day.  
25 We'll see you all again.

1 MR. BASS: Thank you, Your Honor.

2 THE COURT: Thank you. We'll be in recess.

3 (COURT IN RECESS.)

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1 DECEMBER 6, 2024

10:00 A.M.

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P R O C E E D I N G S

4

5

THE COURT: All right. So we are now in  
6 session in the matter of DPW Enterprises LLC and  
7 Mountain Prime 2018 LLC vs. Jeremy Bass and Dwayne Pike.  
8 We have present on behalf of the plaintiff is Lewis  
9 Stoddard appearing by video in this Zoom session.  
10 Mr. Bass is present representing himself; and Mr. Pike  
11 is present, along with his attorney, Ken Nagy, all  
12 parties appearing on Zoom.

13

This matter is set for three things. There  
14 is a motion for reconsideration, order of memorandum and  
15 opinion and order that the Court issued on November 5th  
16 of 2025. There's also been a motion for stay until  
17 final judgment after reconsideration and appeal, both of  
18 those motions filed by Mr. Bass. And then this matter,  
19 I believe, was also set for a status conference as it  
20 pertains to Mr. Pike.

21

And so, which do we want to take up first?

22

Mr. Stoddard, I can't hear you.

23

MR. NAGY: Well, Your Honor, while  
24 Mr. Stoddard is trying to unmute, I think it makes sense  
25 to take up Mr. Bass' motions first unless the Court

1 wants to take up the status conference first and -- but  
2 I think that Mr. Pike's issues are contingent upon how  
3 Mr. Bass' motions are resolved. So that's the argument  
4 that I would make with regards to whether the Court  
5 would be setting something presumably in eviction  
6 proceedings --

7 THE COURT: All right.

8 MR. NAGY: -- with regards to Mr. Pike.

9 THE COURT: Okay. Thank you.

10 MR. BASS: Your Honor, I'd also be in  
11 agreeance with that.

12 THE COURT: All right. So, Mr. Stoddard,  
13 are you able to -- do you have --

14 MR. STODDARD: (Indicating).

15 THE COURT: Nope.

16 MR. NAGY: He might have to log out and then  
17 rejoin the hearing. I've seen this happen in other  
18 hearings.

19 (OFF THE RECORD.)

20 MR. STODDARD: All right. I believe I'm  
21 connected now, Your Honor. Can you hear me?

22 THE COURT: Yes, I can.

23 MR. STODDARD: Thank goodness for cell  
24 phones.

25 THE COURT: All right. Sounds good. All

1 right. So what I have before me, there has been a  
2 motion to reconsider with a supporting memorandum, a  
3 motion to stay until final judgment after  
4 reconsideration and appeal. There has been a response  
5 filed by plaintiff in regards to the motion for  
6 reconsideration, along with a declaration of attorney  
7 fees and costs. There's been a declaration of  
8 counsel -- plaintiff's counsel in support of its  
9 opposition to the request from the State. There's a  
10 memorandum in opposition to defendant's motion for stay.

11 There was an objection filed by Mr. Bass  
12 regarding the memorandum of costs and fees. There was a  
13 motion -- Mr. Bass' motion to strike inappropriate  
14 statements for plaintiff's filings and also a motion for  
15 judicial admonishment or warning.

16 All of those documents I have only been able  
17 to give them a cursory look. I haven't had time to read  
18 them in depth. I apologize for that. But there's a  
19 time constraint that I've had to deal with. Even  
20 despite working late evenings, I haven't been able to  
21 get it done.

22 And so I would invite argument, but I would  
23 ask the parties to not repeat what's in their filings.  
24 I will read them in depth when we've concluded this  
25 hearing, which probably gives you a preview that I'm not



1 going to be prepared to enter a ruling on this matter at  
2 the end of this hearing. I will be taking it under  
3 advisement and issuing a separate written order in  
4 regards to these motions.

5 But I would ask your argument to -- you can  
6 certainly summarize what you've argued, but I'd ask you  
7 not to go in depth or repeat verbatim what you've  
8 already placed in your motions that I'm going to read.

9 So we'll start with you, Mr. Bass, first.  
10 This is your motion.

11 MR. BASS: I'd wanted to start with the --  
12 with the oppositions being that the citing was wrong.  
13 If you look at Johnson vs. Legos (phonetic), it  
14 specifically states in there that none of the  
15 authorities preclude reconsideration of the trials  
16 Court -- trial Court's interlocutory decision on the  
17 basis of initial evidence. Indeed, the ruling requires  
18 new evidence -- a need -- a rule requiring new evidence  
19 on a motion for reconsideration would be a cause for  
20 concern. It would prevent any party from drawing the  
21 trial Court's attention from errors of law or facts in  
22 the initial decision precluding the correct --  
23 correction of even flagrant errors except through an  
24 appeal.

25 THE COURT: Let me stop you right there.

1     What exactly are you arguing?   What --

2                 MR. BASS:   To what the premise of the  
3     opposition to the motion for reconsideration was.

4                 THE COURT:   Narrow it down, please.

5                 MR. BASS:   The main argument in opposition  
6     for my motion for reconsideration is that it's -- is  
7     that I would need to present new facts.   But those --  
8     what he was citing, when I read through it, it  
9     specifically says that it would be a -- it would be a --  
10    and I quote, a motion -- it would be of great concern  
11    for -- if reconsideration required new facts to be  
12    presented for -- so that's -- the whole premise of the  
13    objection to my motion for reconsideration is --

14                THE COURT:   What is the basis of your motion  
15    for reconsideration?   What do you think I did wrong?

16                MR. BASS:   That's the -- that the law was  
17    misapplied because in order for us to -- the way the law  
18    reads is that --

19                THE COURT:   I misapplied the -- you're  
20    arguing I misapplied the law.   What law?

21                MR. BASS:   The law in particular?

22                THE COURT:   Yeah.   You have to have a basis  
23    for a motion for reconsideration.   What do you think I  
24    did wrong?   What did I misapply?   Direct me through it.

25                MR. BASS:   The premise was that because

1     there was printed checks, that it was acceptable and  
2     that that's normal behavior. It is --

3                 THE COURT: I'm sorry?

4                 MR. BASS: That it was normal behavior.

5                 THE COURT: What was normal behavior?

6                 MR. BASS: That for the -- for the bidders  
7     to be talking to the trustees ahead of the auction.

8                 THE COURT: Okay. So you're arguing that I  
9     was incorrect when I said it was normal for the  
10    bidders --

11                MR. BASS: To converse with -- to have  
12    in-private considerations with the auctioneers or the  
13    trustees ahead of a public auction.

14                THE COURT: To speak in advance to the  
15    auctioneer or to the trustee?

16                MR. BASS: Both. And there's good -- good  
17    prejudice in the fact that the notice, itself, even says  
18    that -- it tells you what the price -- what the accepted  
19    forms of payments are, what the -- the amount of  
20    deficiency is, what the -- how to calculate any delay in  
21    deficiencies.

22                So if there was any postponements, that you  
23    could calculate how much the minimum bid might be, as  
24    well as -- as in the law, it -- in the statutes, it says  
25    that it needs to go ahead and have the amounts owed. So

1   there's no information that would be given, as well as  
2   the -- there's a caveat in the notice that says that the  
3   trustee has no other information about the property as a  
4   way to cover themselves.

5                   So if you have no reason to contact the  
6   trustee, you have the price that is there for you to  
7   bid, you have the knowledge of what you are able to  
8   bring that's acceptable payments, I argue that there's  
9   no -- that the law is -- because of the Sherman Act, not  
10  allowed to talk behind closed doors for a public  
11  auction; that there's no reason to contact the trustees.  
12  And that's the intent of the law.

13                  THE COURT:  Doesn't that undercut your other  
14  argument in regards to how could they come with a  
15  prepaid -- or a preformed check?

16                  MR. BASS:  I do not see that being the case.  
17  That's -- the fact that they came with preprinted checks  
18  means that they did talk to the -- to the trustees.

19                  THE COURT:  Didn't you just say that that  
20  amount is listed in the notice?

21                  MR. BASS:  No.  It -- the amount that's  
22  listed in the notice is a -- is the original amount,  
23  which, after several months of postponement, would  
24  change the amounts -- the percentage in order for them  
25  to calculate what the change would be per month.

1     Because this tells you exactly how much change there is  
2     every month, they would be able to calculate it and get  
3     a new number. So it's unnecessary to contact the  
4     trustees because of that. They admitted in their own  
5     filings that they contacted the trustees.

6                     THE COURT:    Okay.

7                     MR. BASS:    And that's what I was pointing  
8     out, was that they had already admitted to the act of  
9     contacting them --

10                    THE COURT:    Okay.

11                    MR. BASS:    -- privately ahead of a public  
12     auction.

13                    THE COURT:    So you believe it's wrong for  
14     potential bidders to contact the trustee to find out the  
15     current value of a parcel after months and months of  
16     postponement in which you -- in which you just admitted  
17     that the value in the original notice is no longer going  
18     to be accurate?

19                    MR. BASS:    Yes, because it gives you the  
20     amount -- the percentage for you to calculate it, and it  
21     tells you what the rate of change is. So every month,  
22     you're able to go ahead and, if there's a postponement,  
23     you would just calculate the new -- the new amount. So  
24     there's no reason to contact the trustees at all.

25                    But with that as well, the Sherman Act there

1 clearly says that you're to have an open and transparent  
2 -- a transparent bid. You can't really have a  
3 transparent bid if you're having private conversations.  
4 And there's no way for you not to have -- there's no way  
5 for you to have a private conversation that has just one  
6 person in it with -- and that everyone else is privy to.  
7 A private -- a public auction is to be a public auction.  
8 That means there should be no private conversations  
9 ahead of time.

10 THE COURT: All right. Is that the only  
11 thing I got wrong, or is there more?

12 MR. BASS: It all stems around the Sherman  
13 Act and the way that goes. I didn't want to fully get  
14 into all of -- all of what I had put in. The summary  
15 basically is that I gave several places that support --  
16 several more citings that support what I've said, which  
17 is that it was void from the start. So basically  
18 there's no -- there's no protection afforded to them  
19 because there was no valid title that -- that was  
20 conveyed. So because there's no -- there's no valid  
21 title that transfers, there's no rights that are  
22 afforded that transfer with it. So there's no  
23 protection under that law because of that being void  
24 already.

25 And it's a difference between void and

1 voidable. Voidable means that there's a chance that  
2 there's a -- that they could have rights and something  
3 to argue. Void, from the get-go, means that there's no  
4 rights to be transferred or to be argued for. And that  
5 is supported in the -- or the memorandum I gave.

6 THE COURT: All right. Thank you. Anything  
7 further?

8 MR. BASS: On the motion to strike and  
9 those, it is repeatedly presented that I'm unbelievable  
10 and, basically, that I'm stealing. And I take great  
11 offense to the fact that -- to be accused of stealing on  
12 something. I make no profit off of anything that gets  
13 -- in fact, I pay out of my own pocket in order to keep  
14 the lights on and to keep the water and everything going  
15 for the tenant, which is something that is required to  
16 be done. And no other -- no one else has been taking  
17 care of Mr. Pike's needs. I pay out of my own pocket.  
18 I'm not making any profit at all here and -- or do I  
19 take any extra money onto my own. So I'm not stealing.  
20 I'm not taking any profit off of this. I'm actually  
21 going into -- (inaudible) into debt.

22 THE COURT: So Mr. Pike's not paying you  
23 rent?

24 MR. BASS: He pays me a part of it, as the  
25 rest of it goes -- Idaho Housing has been sending it, as

1 far as I understand it, to the plaintiffs. And so  
2 they've been collecting 400-some-odd dollars a month. I  
3 receive the amount that is on Mr. Pike's side, which  
4 goes straight to paying for electricity and water,  
5 sewer, garbage. That's required for him to have tenancy  
6 in order to keep, you know -- in order to keep any of  
7 the requirements for a tenant. So, like, keeping the  
8 temperature at 68 degrees and above --

9 THE COURT: So what you're saying then is,  
10 you're not paying that out of pocket; you're paying it  
11 out of the rent that's being paid by your tenant.

12 MR. BASS: I pay part of it out of the  
13 pocket -- or out of what gets paid, but there's a  
14 difference that comes. So when I get the whole amount,  
15 normally there's, like, maybe \$50 left over when it's  
16 the full amount. But right now I'm not getting the full  
17 amount. The plaintiffs are taking \$400, as far as I  
18 understand it, from Idaho Housing. They're getting  
19 that. So I get 200, which the bills are not \$200.  
20 They're much greater than that. So I am taking a hit.  
21 Every month, I'm putting out, out of my own pocket,  
22 money to cover that difference that I'm not getting.

23 THE COURT: And you're still living there,  
24 correct?

25 MR. BASS: I can't, no.



1 THE COURT: You're not living there?

2 MR. BASS: No. I am unable to live there  
3 because -- because of all this, I've been prevented from  
4 having living -- livable space because there's no  
5 bathroom at the top floor. So it -- because it's  
6 separated into two levels.

7 Mr. Pike's area is habitable and meets --  
8 meets all the things for Idaho Housing. But upstairs,  
9 there's no place for me to wash my -- wash my hair, to  
10 go to the bathroom. And I've been prevented from doing  
11 anything from -- fixing that problem, because it would  
12 be irresponsible for me financially to dump money into a  
13 place that is being threatened and which is something  
14 that is of note that -- it's not that I've -- like,  
15 having the lawyers, not representing myself. I don't  
16 want to be. And Mr. Nagy can vouch for the fact that I  
17 wasn't lying when I said that even Idaho State Legal Aid  
18 said there was a conflict of interest with me.

19 And although we come to find out that there  
20 was -- there was stake in that, that that still is the  
21 same thing. I'm still told there is conflict of  
22 interest. I'm not representing myself because I  
23 couldn't pay a lawyer or because I couldn't -- because I  
24 didn't -- because I want to be doing this. I'm doing  
25 this out of necessity because I have to.

1                   But I was going to pay to have the house  
2   paid -- the mortgage -- or the amount that was claimed  
3   to be owed so I could take the house off the table and  
4   then -- and then go ahead and fight and do my -- my --  
5   what I need to do in order to recoup the loss against  
6   the frauds that have occurred. But I was going to take  
7   the property out of the picture and pay for that.

8                   So it's never been a thing of, I need money  
9   and I need to -- to steal rent in order to -- to live or  
10  something. And I'm not -- I'm not -- what's being  
11  categorized in a very short way, I'm not a bum here that  
12  is just choosing to do this and just fighting for my own  
13  self-interest. I'm -- I am having to be pro se because  
14  I have no choice. I'm having to pay out of pocket to  
15  cover the electricity and the rent because that money  
16  has been taken from me. And so I'm covering to make  
17  sure that Mr. Pike is -- is taken care of responsibly  
18  and that, by law, it's being covered because it is part  
19  of the law.

20                  I have been honorable about everything I've  
21  done. I mean, I'm -- I used to work at WSU. I was in  
22  charge of financial systems of WSU. And building safety  
23  automation, public safety, those are my -- my areas.  
24  And financial fraud was one of the things that I was in.  
25  I was very highly respected and very good in my field.

1 And I'm not just a person that's trying to -- that  
2 didn't pay their mortgage.

3 And, in fact, that's part of the problem  
4 here is that, I was paying my mortgage and had the money  
5 to pay my mortgage. We went on forbearance just for the  
6 fact that they -- I caught them in a fraud and they  
7 didn't know what to do. And I said, hey, let's go into  
8 forbearance because COVID is happening. And then they  
9 kept me on forbearance for way too long and then tried  
10 to stuff me with a \$50,000 lump sum right away and put  
11 me in default right away as soon as the forbearance  
12 ended.

13 I did not -- I did not get into default  
14 because I didn't make my payments. I got into default  
15 because they kept me on forbearance and then just handed  
16 me a \$50,000 bill saying, hey, you have to pay this now  
17 or we're going to foreclose, which is what they did.  
18 That was -- that was not a symptom of me being  
19 irresponsible or for lack of paying my mortgage; it was  
20 simply for the fact that we were on forbearance because  
21 we were trying to figure it out and they didn't know  
22 what to do with me. So they kept me on much longer than  
23 they were supposed to, even though I protested against  
24 it. I just wanted to make it clear that I'm not -- I'm  
25 not trying to cheat here. And it's offensive to me that

1 it's being portrayed that way by the other side, that  
2 I'm just making up stuff.

3 And, you know, I'm paying \$1,000 a month  
4 right now for LexisNexis in order to make sure that I  
5 don't make the mistakes again of citing something that  
6 was erroneous. And even in -- which is funny because  
7 here I'm being accused of that in pleading against --  
8 against this motion, yet the law that was cited -- or  
9 their case that was cited is completely wrong and it's  
10 backwards, stating quite the opposite instead of it -- I  
11 should have evidence for a reconsideration. Instead, it  
12 actually says that it would be a cause for concern if  
13 there was a requirement for new evidence. And so that  
14 -- that is completely opposite of what they intended.

15 And that's kind of the problem here is that  
16 everything keeps getting switched around where I'm on  
17 the -- the wrong side when that, you know, is far from  
18 the case. I'm not trying to cheat my way through things  
19 here. I'm being honest and wholehearted about  
20 everything and well intentioned on everything.

21 THE COURT: All right thank you. Did you  
22 want to address your motion for stay until final  
23 judgment after reconsideration and appeal?

24 MR. BASS: Yes, I can do that. The basics  
25 is that as long as there's -- as -- so the plaintiffs

1 said that there was a valuation of 30,000 -- or  
2 \$300,000. That is -- that's part of the problem here is  
3 that I will lose -- I will lose \$300,000 in this and  
4 have a stake higher than theirs overall, their  
5 160-some-odd thousand; that there's effective equity if  
6 they do -- were to win of \$150,000.

7                   So my -- my loss here is greater overall.  
8 And by keeping us exactly where we're at while we go  
9 through this is more -- is more -- it reduces the amount  
10 of injury that could happen to any side. They're --  
11 they're claiming that they would see injury, but they've  
12 taken so long to even act on any particular action.  
13 This is February when they -- when they made their bid  
14 and interacted with the trustee and had their sale, but  
15 we're sitting here in December because they've taken  
16 their time. And obviously they don't -- they're not  
17 actually that rushed to do anything.

18                   So the stay is appropriate because it  
19 reduces the amount of injury on both sides.

20                   THE COURT: All right. Just to clarify, so  
21 the auction was in February and this lawsuit was filed  
22 in July.

23                   MR. BASS: Yeah.

24                   THE COURT: So the reason we're here in  
25 December -- and I issued my ruling in November, early

1 November, and we're here in December based on your  
2 motion. Do you understand that?

3 MR. BASS: Yeah. And it was -- if the roles  
4 were reversed and I was the plaintiff here and I was  
5 coming at it, in March, I -- we would have been in -- I  
6 would have filed in March and we would have been here at this  
7 point probably in July.

8 They were slow to move, slow to react. And  
9 that's -- part of the reason is -- I would speculate on  
10 why, but the fact is, is that they were not in a rush to  
11 do anything. And if they're not in a rush to do  
12 anything, that there's no harm in going ahead with the  
13 stay while we sort this out.

14 THE COURT: All right. Thank you.

15 Mr. Stoddard?

16 MR. STODDARD: Thank you, Your Honor. I'll  
17 start first with the motion to reconsider, and I'll keep  
18 my comments brief. Mr. Bass' comments, I think,  
19 illustrate the inherent problem with this. He had a  
20 number of issues with his prior lender and his trustee.  
21 He needs to litigate those issues with them. This is  
22 not the time or forum to try and litigate those issues,  
23 especially where he hasn't alleged any claims against  
24 them, hasn't made them a party to this suit, but is  
25 instead trying to de facto use them as defenses with

1    this Court to prohibit my clients from taking  
2    possession.

3                   The facts of this case are really  
4    straightforward. I do agree with him on that. It is a  
5    straightforward case which has become convoluted by the  
6    pleadings and arguments that Mr. Bass is raising.

7                   My clients attended the sale. They  
8    purchased the property at the sale. They alerted  
9    Mr. Bass and Mr. Pike that they were the purchasers and  
10   noticed them to vacate. That did not occur. And so  
11   here we are before the Court some eight months later  
12   still trying to obtain possession of that property.

13                  The pleadings in the case, giving the Court  
14   the law, the Court made the correct decision. There are  
15   very few grounds in which the set -- set aside a  
16   trustee's sale in it's being valid unless there are  
17   issues with notice. There were no issues with the  
18   notice in this case. Mr. Bass has not presented any  
19   issues with the notice in this case.

20                  And, in fact, really the argument from  
21   Mr. Bass' side has been contesting whether or not my  
22   clients are good faith purchasers for value. But if the  
23   Court reviews 45-1508, it very clearly says that anybody  
24   -- it's also valid and final as to anybody who had  
25   actual notice of the sale.

1                   Mr. Bass attended that sale. It occurred on  
2 the front steps of the courthouse. My client issued a  
3 winning bid. In fact, it was the highest bid. While  
4 Mr. Bass might not think it was high enough, I think the  
5 Court is aware -- and I've been doing this for a number  
6 of years -- a lender is only entitled to bid what is  
7 owed on the property. It is not required to bid the  
8 entire amount that's owed on the property.

9                   And so as a matter of course and practice,  
10 my clients reached out to the trustee to find out what  
11 the opening bid is going to be for the property so they  
12 can determine whether or not it's worth attending that  
13 sale. They did that. They showed up with checks ready  
14 -- if there was going to be competitive bidding, not  
15 knowing what the property would ultimately sell for.  
16 Turns out they were the only bidder. And so they  
17 tendered the check, a cashier's check, to the trustee,  
18 which is required by statute because they have to pay  
19 that price forthwith. And they are the correct  
20 purchaser.

21                   Breckenridge had the similar facts where  
22 they showed up with preprinted cashier's checks. And  
23 so, again, there has been no showing, both factually or  
24 legally, of any impropriety in the sale. The record  
25 before the Court is that a valid trustee's sale took



1 place. A trustee's deed then issued to my client. My  
2 client was entitled to possession ten days after; and  
3 here it is some eight months later, and we still can't  
4 get possession.

5 To quickly address Mr. Bass' contention that  
6 he's not in possession of the property, in his answer,  
7 he admitted he's in possession of the property. If he's  
8 moved out, we're not here. But in his answer, he claims  
9 he's in possession.

10 In fact, in his motion for stay, one of his  
11 irreparable claims for harm is that without a stay, he  
12 will face immediate eviction, implying that he's in the  
13 property. If he's not in the property --

14 MR. BASS: Objection, Your Honor.

15 MR. STODDARD: -- he's not facing  
16 irreparable eviction because he's already left that  
17 property. So there are multiple assertions by Mr. Bass  
18 that he is in possession of that property. And,  
19 therefore, it is appropriate to continue to move forward  
20 in this matter.

21 The reconsideration standard allows him to  
22 seek reconsideration either upon new facts or new law.  
23 There are neither here, and so the burden has not been  
24 met for a motion to reconsider.

25 With respect to the request for stay, Your

1 Honor, as noted in our opposition, the rule that  
2 Mr. Bass is moving for implementation of the stay  
3 indicates that his request is premature because a  
4 judgment hasn't been entered. To try and shortcut this  
5 because it's anticipated that, if that were the Court  
6 ruling, then upon entry of a judgment, Mr. Bass would  
7 simply renew the request for stay.

8 We provided the Court with a number of  
9 decisions that I have obtained in other similar eviction  
10 actions and foreclosure challenge cases talking about  
11 the appropriateness of a bond. In this case, my client  
12 issued and has paid over \$160,000 for a property that it  
13 still is not in possession of.

14 Mr. Bass continues to collect rent from the  
15 tenant, purporting to be the owner of the property. He  
16 is not paying on any bank loan because a foreclosure  
17 took place. And he's not paying my client. So the  
18 longer that this drags on, it's only to his financial  
19 benefit.

20 To quickly address any delay in this matter,  
21 I think the court record is clear. My client purchased  
22 the property in February, sent the notice to vacate at  
23 the end of March, at which point Mr. Pike indicated he  
24 was a tenant of the property. And under the Protected  
25 Tenants at Foreclosure Act, he is entitled to 90 days if

1     there is no lease before he can be evicted from the  
2     property.

3                 So my client waited those 90 days. And upon  
4     finding that the property was still occupied, initiated  
5     this suit. So my client did move timely to have this  
6     matter addressed. The only reason that we're here now  
7     in December is because of the multitude of motions that  
8     have been filed by Mr. Bass.

9                 So if the Court entertains any type of stay,  
10    it is our position that it should be contingent upon the  
11    posting of an appropriate surety bond for that stay.  
12    And as indicated, in those cases, we believe that an  
13    appropriate bond, at a minimum, should be the amount of  
14    money that my client paid to the trustee to purchase the  
15    property. Or alternatively, if the Court decides maybe  
16    something lesser is required, we have provided the Court  
17    with various cases from other judges in Idaho where they  
18    have taken 20 percent of the tax-assessed value as a  
19    reasonable bond for implementation of a stay.

20                With that, the other motions, Your Honor, I  
21    think are, you know, again, disagreements over how we  
22    view the facts of this case. My client purchased a  
23    property that has been in default since -- I believe the  
24    notice of default says 2020. We're now entering 2025.

25                And so, you know, the characterizations are

1 just that. They're just characterizations. Without  
2 that -- with -- unless the Court has any other  
3 questions, I have nothing further.

4 THE COURT: All right. Thank you.

5 In regards to the motion for  
6 reconsideration, as I indicated when we began, I'm going  
7 to take that matter under advisement. I will issue a  
8 written decision regarding that particular motion.

9 In regards to the motion to stay, there is  
10 no final judgment entered in this case yet to stay. I  
11 will -- if I do deny the motion for reconsideration and  
12 I do sign a judgment, or at least a partial judgment, in  
13 this matter that can be certified as final, then that  
14 would allow Mr. Bass then to be able to appeal, and he  
15 could also then file a motion to stay at that point if  
16 that happens. So I do believe that the motion for stay  
17 is premature at this point.

18 In regards to the other motions as far as to  
19 strike or to admonish, I'll include that in regards to  
20 my motion for -- in the opinion I give in regards to the  
21 motion to reconsider.

22 So that brings us then to a status  
23 conference in regards to Mr. Pike's portion of this  
24 case. And I assume that any status is going to be  
25 dependent on the outcome of that motion to reconsider.

1 So I would suggest -- I'm not sure how soon I can get  
2 out an order -- or an opinion in regards to this motion.  
3 I will try, but, as you know, we are approaching the  
4 holidays, and I have a week long trial coming up here  
5 shortly.

6 How about we set this for a status  
7 conference in the new year? Does that work, set it in  
8 January?

9 MR. NAGY: Yes, Your Honor.

10 MR. BASS: Yes, Your Honor.

11 MR. STODDARD: Yes, Your Honor.

12 THE COURT: All right. So I think we'll  
13 probably want to do that on the record. I could either  
14 set it the early morning of the 7th, Tuesday, the 7th.

15 MR. NAGY: Is that January, Your Honor?

16 THE COURT: It's January, yes. I'm trying  
17 to avoid February. I have a six-week murder trial  
18 starting, so I'd like to get this in February -- or in  
19 January, excuse me. I could set it January 21st.  
20 That's out there quite a ways.

21 Do you have a preference? I could do it the  
22 7th. I could do it -- let's see, I already have one set  
23 at 8:45. I could set it at 8:30.

24 MR. NAGY: Your Honor, may I check my  
25 schedule really quickly? It will take me three seconds.

1 THE COURT: You bet.

2 MR. NAGY: You said the 7th or the 21st?

3 THE COURT: The 7th would have to be early,  
4 like 8:30 or 8:15, like I did in the old days setting  
5 status conferences. Or I could set it on the 21st. I  
6 could either -- I could set it at 10:00. I'm wide open  
7 that morning.

8 MR. NAGY: Okay. I'll check those times  
9 Your Honor. I'll be back in 30 seconds.

10 THE COURT: Not a problem.

11 (OFF THE RECORD.)

12 MR. NAGY: Your Honor, can you hear me?

13 THE COURT: Yes.

14 MR. NAGY: I do have something set on the  
15 7th in order to accommodate that. But the 21st is wide  
16 open for me.

17 THE COURT: All right. Does that work for  
18 you, Mr. Stoddard?

19 MR. STODDARD: That is wide open for me as  
20 well, Your Honor.

21 THE COURT: So if we set this for  
22 10:00 a.m., would that be good?

23 MR. NAGY: That works for me.

24 THE COURT: All right. And, Mr. Bass, if I  
25 grant your motion to reconsider, then is -- and then you

1 would be part of that 21st as well. Do you understand  
2 that?

3 MR. BASS: Yes, Your Honor.

4 THE COURT: And that would work for you if  
5 that is how it turns out?

6 MR. BASS: Yes, Your Honor.

7 THE COURT: Okay. All right. I'll go ahead  
8 and set this matter for status conference on the 21st of  
9 January at 10:00 a.m. We'll do that by Zoom again. And  
10 meanwhile, I will get a decision made on the motion to  
11 reconsider.

12 MR. STODDARD: Thank you, Your Honor.

13 MR. NAGY: Thank you, Your Honor.

14 MR. BASS: Thank you, Your Honor.

15 THE COURT: Thank you all, and happy  
16 holidays.

17 MR. NAGY: Happy holidays.

18 (COURT IN RECESS.)

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## 1 C E R T I F I C A T E

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3 I, NANCY K. TOWLER, C.S.R., certify that I  
4 reported in stenotype and thereafter transcribed into  
5 the foregoing record the proceedings in the within  
6 entitled cause; and that the said transcript is a full,  
7 true and correct copy of the proceedings in the  
8 above-entitled cause held via Zoom Videoconference in  
9 Lewiston, Idaho, September 17, 2024; October 8, 2024;  
10 October 22, 2024; and December 6, 2024.

11 DATED this 23rd day of January, 2025.

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23 Nancy K. Towler  
NANCY K. TOWLER, C.S.R.  
24 Certified Shorthand Reporter  
Second Judicial District  
of the State of Idaho  
25 IDAHO C.S.R. NO. 623