

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

FILED

2024 OCT 21 P 4:41

6  
7 IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT  
8 FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY  
TATY O. WEEKS  
CLERK OF THE DIST COURT  
DIANE ASH  
DEPUTY

DPW Enterprises LLC and Mountain Prime 2018  
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063  
DEFENDANT'S RESPONSE TO PLAINTIFF'S  
ALLEGATIONS IN SECTION C

DEMAND FOR JURY

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

16 I. INTRODUCTION

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

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

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

## 10 II. ARGUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1     **E. Breach of Lease and Failure to Maintain Tenant Rights (Mr. Pike)**

2             If the Plaintiffs were deemed the winners of this case, they would have breached the  
3     lease agreement with Mr. Dwayne Pike, the tenant of the property. The Plaintiffs failed to  
4     ensure that the property's essential utilities, including electricity, water, sewer, garbage,  
5     and internet, were properly maintained during Mr. Pike's tenancy. These utilities were  
6     essential parts of Mr. Pike's lease agreement, and Plaintiffs neglected their responsibility  
7     to uphold these terms.

8             Since the Plaintiffs failed to provide these services, Defendant Bass had to step in to  
9     ensure that all tenant obligations were met. This failure to uphold the terms of the lease  
10    constitutes a violation of Mr. Pike's tenant rights under both Idaho law and the Protecting  
11    Tenants at Foreclosure Act (PTFA). As such, Plaintiffs cannot claim a legal right to evict Mr.  
12    Pike based on any failure to pay rent, as their own actions contributed to the breach of  
13    the lease.

14    **F. Possible Need for Motion to Dismiss for Lack of Jurisdiction**

15            Given the Plaintiffs' admitted violation of the Sherman Antitrust Act and their role in  
16    manipulating the auction process, Defendant Bass may need to move to dismiss this case  
17    for lack of jurisdiction. Defendant Bass is still looking up what to do there. The nature of  
18    the Plaintiffs' actions, which involve violations of federal law, necessitates that this case  
19    be heard in federal court. The state court does not have the authority to adjudicate  
20    antitrust violations of this magnitude, and the felony-level misconduct admitted by the  
21    Plaintiffs must be properly addressed in the federal system (*See Second Declaration of*  
22    *DPW Enterprises LLC, dated October 18, 2024*).

23   **III. CONCLUSION**

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

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

Dated this 21 day of October 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se



Signature

13 CERTIFICATE OF MAILING  
14

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

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

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

Jeremy L. Bass  
Defendant



Signature

1



ACKNOWLEDGMENT  
STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

JENNIE HAUER  
COMM. #20190160  
NOTARY PUBLIC  
STATE OF IDAHO

On the 21 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at Lewiston

Commission Expires: 1/28/2025

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**Re: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff**

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From Quantum <quantum.j.l.bass@RAWdeal.io>

Date Wed 2024-02-28 1:18 PM

To Janaya Carter <jcarter@idealawgroupllc.com>; Theresa Scherenberg <tscherenberg@idealawgroupllc.com>

Bcc jeremybass26 <jeremybass26@gmail.com>

Miss Carter,

Subject: Imperative Legal Notice and Demand for Auction Cessation Scheduled for 2/29/24

Upon receiving your notice regarding the beneficiary's decision to proceed with the auction of my property on 2/29/24, I must underscore the grave legal oversights and the impending repercussions of such actions. This decision blatantly disregards the alerts from prior communications, which have elucidated a series of actions in direct violation of the Sherman Antitrust Act and other legal statutes, marked by collusion, auction rigging, and fraudulent practices.

These documented actions pose significant legal liabilities to all involved parties, which could include severe penalties under federal law, sanctions, including up to 10 years in federal prison, and fines up to \$1 million for individuals and \$100 million for corporations, just for starters regarding the auction itself. Moreover, it is imperative to highlight the imminent injury to any potential buyer due to the misrepresentation of the property. The current portrayal includes movable outbuildings and overlooks critical legal aspects that are not part of the sale. Proceeding under these misrepresented facts constitutes a deliberate act of deception, causing potential harm to buyers and placing additional ethical and legal responsibilities on all aware parties, the trustees (including your firm), Bank of America, and Carrington.

As stated before, the evidence I possess, meticulously compiled and supported by expert analysis, unequivocally demonstrates the corrupt practices at play in undermining this auction's integrity. Advancing with the auction, fully aware of these details, would not only exhibit a blatant disregard for legal obligations but would also be seen as acting with malice intent, which I am fully prepared to contest through all available legal avenues.

Pursuant to the initiation of corrective measures regarding the property's financial and legal disposition, it is evidenced by Carrington's omission to discharge the property's insurance obligations for the current annum from the escrow balance. Consequently, I undertook the payment directly for the current year's insurance premium. This measure aligns with the verbal accord established between Carrington and myself. My fulfillment of the insurance payment constitutes an act of ratification, thereby cementing the agreement as pending. I retain the unequivocal right to see through the completion of this process.

There exists no temporal limitation to our mutual commitment towards the resolution of extant issues in a manner characterized by good faith subsequent to the probate proceedings of my mother's estate.

Said proceedings are calendared for a court appearance on February 26, 2024, with a subsequent review

on March 17, 2024, anticipated to culminate in the liberation of all assets pursuant to judicial decree. These agreements, deemed enforceable under the provisions of Idaho Statute 29-105, accentuate the indefensible nature of any attempt to proceed with the auction. In essence, the prerogative to revoke the suspension of the auction is nullified by our ongoing agreement, substantiated by demonstrable actions. To encapsulate, their efforts to retract the hold while we are actively engaged in executing our agreed-upon resolutions are devoid of any legitimate basis.

I hereby assert a categorical demand for the cessation of the auction process, contingent upon a comprehensive investigation of these allegations and rectification of any misrepresentations concerning the property or conclusion of business after the probate is finished, whichever comes first. Disregarding this directive will be interpreted as an explicit contravention of established legal and ethical norms, compelling me to initiate all pertinent legal actions to redress such breaches. This missive constitutes an official notification of the grave legal violations under consideration and my resolution to enforce full accountability for any misconduct linked to this issue.

I expect the implementation of immediate corrective actions in light of these critical concerns. Your expedited and meticulous engagement with this situation is imperative. I look forward to your agency's collaborative effort towards the swift and effective resolution of these matters. Opting to reinstate the hold until the conclusion of the probate proceedings as agreed upon in our cemented "in execution" verbal accord established between Carrington and myself. This path represents the most straightforward, economical, and expedient avenue towards the amicable settlement of our pending business, and I retain the unequivocal right to see this process to completion and plan to.

Sincerely,

Jeremy Bass

**Jeremy L. Bass**

SR. [ DevOps | Full Stack Engr | PM ] && CEO / Founder

Quantum.J.L.Bass@RAWdeal.io

cell: (208) 549-9584

[LinkedIn:linkedin.com/RAWdeal](https://www.linkedin.com/company/RAWdeal)

[github:github.com/RAWdeal](https://github.com/RAWdeal)

[twitter:twitter.com/ RAWdeal](https://twitter.com/RAWdeal)

[tiktok:tiktok.com/@quantumjlbas](https://www.tiktok.com/@quantumjlbas)

**READ:**[An email to authorities: Microsoft tried to murder me after they caused the SolarWinds breach!](#)

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**From:** Janaya Carter <jcarter@idealawgroupllc.com>

**Sent:** Monday, February 5, 2024 5:47 PM

**To:** Theresa Scherenberg <tscherenberg@idealawgroupllc.com>; Quantum <quantum.j.l.bass@RAWdeal.io>

**Subject:** RE: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff

Mr. Bass, my name is Janaya Carter and I am the current assigned attorney as it relates to the subject property. I wanted to make you aware that the beneficiary on the loan has removed the hold on this loan and we will proceeding at this time with the 2/29/24 date. I have attached a copy of the last notice along with the recorded document.



**IDEA**  
LAW GROUP

AZ, CA, CO, ID, NM, NV, UT, WY

**Janaya Carter**  
Attorney  
Licensed in Idaho

[jcarter@idealawgrouppllc.com](mailto:jcarter@idealawgrouppllc.com)  
Toll Free: 877-353-2146

**Corporate Office**  
4530 S. Eastern Avenue – Suite 10  
Las Vegas, NV 89119  
877-353-2146 ext. 1000  
[info@idealawgrouppllc.com](mailto:info@idealawgrouppllc.com)

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**From:** Theresa Scherenberg  
**Sent:** Thursday, December 7, 2023 7:23 AM  
**To:** Quantum <[quantum.j.l.bass@RAWdeal.io](mailto:quantum.j.l.bass@RAWdeal.io)>  
**Cc:** Janaya Carter <[jcarter@idealawgrouppllc.com](mailto:jcarter@idealawgrouppllc.com)>  
**Subject:** RE: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff

Mr. Bass, the sale was postponed to 1/4/24. Thank you.



**IDEA**  
LAW GROUP

AZ, CA, CO, ID, NM, NV, UT, WY

**Theresa Scherenberg**  
Default Specialist

[tscherenberg@idealawgroupllc.com](mailto:tscherenberg@idealawgroupllc.com)  
Toll Free: 877-353-2146 ext.1017

**Local Office**  
4100 E. Mississippi Ave. Ste 420  
Denver, CO 80246

**Corporate Office**  
4530 S. Eastern Ave. Ste 10  
Las Vegas, NV 89119  
877-353-2146 ext. 1000  
[info@idealawgroupllc.com](mailto:info@idealawgroupllc.com)

**From:** Quantum <[quantum.j.l.bass@RAWdeal.io](mailto:quantum.j.l.bass@RAWdeal.io)>  
**Sent:** Wednesday, December 6, 2023 4:05 PM  
**To:** Theresa Scherenberg <[tscherenberg@idealawgroupllc.com](mailto:tscherenberg@idealawgroupllc.com)>; Bill Bishop <[bbishop@idealawgroupllc.com](mailto:bbishop@idealawgroupllc.com)>  
**Cc:** Randall Szabo <[rszabo@idealawgroupllc.com](mailto:rszabo@idealawgroupllc.com)>; Ryan Carson <[rcarson@idealawgroupllc.com](mailto:rcarson@idealawgroupllc.com)>  
**Subject:** Re: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff  
**Importance:** High

Hello,

I'm just contacting you to make sure the sale of my property has been postponed. Having paid the insurance for this year and actively managing the property taxes, we are already in the process at this moment, with me already taking on the financial commitments of the property. I have been in talks with Carrington for the accurate updating of my account with regard to everything that has been brought forth leading up to this moment. All in all, a relatively smooth, although a little slow, transition of the property particulars from Carrington's management is in progress.

I recognize that the protracted nature of this process might lead to some oversight, yet it's crucial to reassert the prevailing circumstances. Advancing with the auction tomorrow would, just for starters, firmly establish an intentional breach of the Sherman Act, further detrimentally impacting any potential buyer. Even the current depiction of the property erroneously includes movable outbuildings and overlooks pertinent legal aspects that are not part of the sale. Proceeding with the bidding amidst these issues equates to a calculated misrepresentation, knowingly causing harm to a potential buyer and, as I trust, is well-understood, culminating in felonious acts. These acts carry severe repercussions, including up to 10 years of imprisonment and fines up to \$1 million for individuals, escalating to \$100 million for corporations and businesses. This implicates the law firm, Bank of America, and Carrington, particularly as prior warnings regarding these violations have been issued. Such actions would render all knowledgeable parties personally accountable. This would be just the beginning of an avalanche of legal complications. While I am currently engaged with other aspects of my life, losing my house would leave me fully equipped and prepared to pursue all necessary legal avenues, including qui tam actions. My commitment to practicing due diligence and averting harm remains steadfast, and this message serves as a stern reminder of the significant adverse consequences that would befall all parties involved should the sale proceed.

I anticipate a swift response and appreciate your attention to this crucial matter.

Best regards,  
Jeremy L. Bass

Jeremy L. Bass

SR. [ DevOps | Full Stack Engr | PM ] && CEO / Founder