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

JEREMY L. BASS,

Plaintiff,

vs.

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

Defendants.

Case No. CV35221875

PETITION TO MODIFY
OR AMEND AN COMPLAINT

DEMAND FOR JURY

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24	Reuters https://www.reuters.com/article/us-bankofamerica-settlements-factbox/factbox-bank-of-	
25	america-settlements-idUSKBN28D1BO	7

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37	P - Appointment of Successor Trustee	inst 902078
38	Q - Assignment of Deed of Trust	inst 799540
39	R - Letter of Full Reconveyance	inst 775252
40	S - Substitution of Trustee	inst 775251
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43	V - Quitclaim deed	inst 760925
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1 AA - Pattern of Behavior
2 AB - Timeline
3 AC - Mr. Bass' CV
4 AD - Original Loan documents
5 AE - Amortization-Schedule of Original Loan
6 AF - Account History reported to Credit Bureau
7 AG - Carrington CARES violations
8 AH - Carrington forbearance expiring notice
9 AI - Consumer Financial Protection Bureau
10 AJ - Email causing discovery of activities
11 AK - Forensic Typography analysis
12 AL - Zions to Countrywide transfer notice 2008-10-01
13 AM - HUD Don't Commit Loan Fraud Warning 2008-08-11
14 AN - Zions transfer notice 2008-08-05
15 AO - CW to BoA transfer notice 2009-10-01
16 AP - BoA to BAC transfer notice 2009-10-03
17 AQ - BAC transfer notice 2009-12-1
18 AR - Appointment of Successor Trustee .. inst 906092
19 AS - List of names that are not see as indispensable so far
20 AT - Carrington billing for this case while saying they have been stalking mr. bass
21
22

23 O. PREAMBLE

24 COMES NOW Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves
25 this Court to allow Mr. Bass to amend its pleading for the proceedings over the property located
26 at **1515 2ND AVE. LEWISTON ID 83501-3926** (hereinafter "THE PROPERTY" or "HOUSE" fully described
27 in further reading). As grounds for this request, Mr. Bass respectfully asks the Court to review the
28 following arguments and legal authorities in support of Mr. Bass' request.

29 In regards to the authority to allow the continued corrections until Mr. Bass has bridged
30 the knowledge gaps, it can be found in similar rulings within this district, such as *Jesinoski v.*
31 *Countrywide Home Loans, Inc.*, 574 U.S. 259 (2015), which said: "a district court should grant leave
32 to amend even if no request to amend the pleading was made unless it determines that the
33 pleading could not possibly be cured by the allegation of other facts." *Cook, Perkiss & Liehe v. N.*
34 *Cal. Collection Serv.*, 911 F.2d 242, 247 (9th Cir. 1990).

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

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

15 1. PLAINTIFF

16 1.1 Mr. Bass. is the individual that owns, has improved, and maintains THE PROPERTY

17 1.1.1 Mr. Bass has initiated these proceedings to protect THE PROPERTY against attempts of
18 deprivation of rights by holding a ligament trustee's sale.

19 1.1.2 By reference, include Mr. Bass' description from the expert witness report.

20 1.1.3 Mr. Bass' primary and only residence is THE PROPERTY.

21 2. DEFENDANTS

22 2.1 Defendant BANK OF AMERICA CORPORATION. (hereinafter "BAC," "BoA," or Defendants)
23 declared as an institution type of "Financial Holding Company – Domestic" with primary activity
24 declared as "OFFICES OF BANK HOLDING COMPANIES," *FFIEC*

2.1.1 BAC is named in this complaint as they have held the claim of being the beneficiary and is the parent company of or having influence over other parties involved.

2.2 Defendant RECONTRUST COMPANY, N.A. (hereinafter "ReconTrust," "RT," or Defendants) is named even though BAC is ultimately the party that will be looked at for RT's actions.

2.3 The "Trustee" has the power to proceed with actions that can injure THE PROPERTY and Mr. Bass.

2.3.1 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ. (hereinafter "Mr. Newell") The individual from IDEA Law Group acted as a trustee on behalf of BoA concerning the sale of THE PROPERTY.

2.3.2 Randall Szabo (hereinafter "Mr. Szabo"), the individual from IDEA Law Group, is the current purported Trustee acting on the will of BoA

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

2.5 Unknown Parties (hereinafter "DOE"), At this time, there are hints of other parties that may or may not be considered indispensable. Parties will be added or dropped as it's required or on leave of the court, and a list of people identified is shown in Exhibit AS

3. JURISDICTION AND VENUE

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

3.2 Personal Jurisdiction: This Court has personal jurisdiction over the Defendants pursuant to *Idaho Code § 5-514* because the Defendants have transacted business within the state, committed tortious acts within the state, and/or own, use, or possess real property within the state. Moreover, the Defendants' actions and conduct have had a substantial connection with the state, thereby satisfying the requirements of due process.

See also *Int'l Shoe Co. v. Washington, 326 U.S. 310 (1945)*

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

4. INTRODUCTION

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

4.2 At present, further actions are pending against BoA from Ambac Financial Group, which, if successful, would increase the cumulative penalties to an amount exceeding the current \$93.7 billion. The evidence shown in EXHIBIT AA demonstrates a consistent pattern of conduct supporting the validity of the recent revelation of manipulated financial records identified in this case and others like the case of *Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268 (Idaho 2016)* (hereinafter "SHEETS CASE"). (hereinafter "SHEETS CASE"). The Letter of Full Reconveyance (hereinafter "LoFR") was a central topic of that case and played a more significant role than was realized then. Numerous other cases exhibit the same sequence of events, rendering it a statistical anomaly for the circumstances in the SHEETS

CASE to coincide nearly event by event with those in Mr. Bass' situation, particularly given the simultaneous settlements and judgments for engaging in fraudulent activities.

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

4.4 As of 2021, Bank of America has paid approximately \$77 billion in fines and settlements related to its mortgage practices during the financial crisis. However, this amount is subject to change as ongoing investigations uncover more information. Consequently, it may become necessary to amend or correct the pleadings, including the addition or removal of indispensable or dispensable parties, as well as address any other pertinent matters in reference to this filing..

4.5 Regarding the estimated fines, Bank of America has paid approximately \$77 billion in fines and settlements related to its mortgage practices during the financial crisis as of 2021, Reuters. However, as ongoing investigations uncover more information, the cumulative penalties may increase beyond the current amount of \$93.7 billion, as mentioned in paragraph 42.

5. FACTUAL ALLEGATIONS

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

1 Clinton's foundation and the development of the Clinton Health Foundation's Clinical
2 HIV/AIDS Research and Trial database application.

3 5.2 Mr. Bass was the Lead Senior Full Stack DevSecOps for Finance and Administration at
4 Washington State University, charged with writing software for public safety and
5 emergency management to payroll and more. Mr. Bass had access to high-security
6 systems like the Spillman RMSs for Washington State Police or the cameras for the city of
7 Pullman/WSU. He carried out tasks like designing and implementing e-commerce systems,
8 including accounting and financial software creations covering areas like real estate,
9 controllers, and long-term endowments.

10 5.3 On Sept 8th, 2008, Mr. Bass entered into a loan agreement with Zions Bank (hereinafter
11 "ZIONS") for the purchase of THE PROPERTY.

12 5.4 Mr. Bass took out a loan for \$146,418 at a rate of 6.375% to purchase THE PROPERTY
13 secured by a deed of trust and a promissory note shown in EXHIBIT AD, pg. 5 & 7.

14 5.5 The rate of the loan Mr. Bass was paying was 4.357% when he entered into forbearance.

15 5.6 The rate of the note in question is 5% and was never used.

16 5.7 BoA's own paperwork is conflicting, where they sent letters to Mr. Bass saying that there
17 was just a transfer that took place as shown in Exhibits AL, AM, AN, AO, AP, & AS, yet there
18 is no record of that but there is record of the note in question making the note highly
19 suspicious.

20 5.8 The balance on the loan for the second note is greater than the original loan despite a
21 year's worth of payments, which would beg the question of why Mr. Bass would at a loss
22 to him and a benefit to the defendants, enter in to another loan that was not even legally
23 allowed to do anyways.

1 5.9 Defendant Mr. Newell, in courtroom 2 in the Nez Perce county district two on 2023-01-26 at
2 approximately 10:26 am PST, attested to him affirming that the LoFR shown in EXHIBIT R in
3 the defendant's view as being valid and correctly done.

4 5.10 The LoFR shown in EXHIBIT R was described as the loan with ZIONS being paid to
5 satisfaction and recorded with the COUNTY on Nov 10th, 2009.

6 5.11 The original loan paperwork is clear on what to expect and what should happen when a
7 sale of a loan from one lender to another occurs.

8 5.12 Land Title of Nez Perce County(hereinafter "LAND TITLE"), now Title One after being
9 acquired by the firm based out of Boise Idaho, in 2021, was the original title company
10 assigned as Trustee and picked by the trustor Mr. Bass at their original loan's time of
11 execution.

12 5.13 The first knowledge of the alleged fraud came after the title officer from LAND TITLE on
13 2021-11-16 emailed Mr. Bass following a conversation over THE PROPERTY, where the title
14 officer explained the LoFR and then emailed it to Mr. Bass so he could see what was being
15 explained to him. Showen in EXHIBIT AJ

16 5.14 The alleged fraud covers more than just Mr. Bass' account, which is highlighted by the
17 SHEETS CASE, as there seems to be many more records all over the country when viewing
18 other property records, which should warrant some more investigation.

19 5.15 It appears that in the SHEETS CASE, Mr. Sheets had the same set of happenings as Mr.
20 Bass experienced.

21 5.16 BoA claimed it was a mistake that happened, and when asked how they had said they
22 didn't know. "How the erroneous reconveyance came to be recorded is not clear. Bank of
23 America claims that it caused the reconveyance to be recorded because it mistakenly

proceeded as if the 2009 Refinancing had closed." Countrywide Home Loans, Inc. v. Sheets, 160 Idaho 268, 271 (Idaho 2016).

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

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

5.19 It's inconceivable that a financial institution that big would see and have to go to court over such purported mistakes and that they didn't bother to secure the integrity of their assets by ensuring that it was an isolated incident.

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

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

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

1 5.23 Mr. Bass wholeheartedly objects to each of the statements made that were made by Mr.
2 Newell as personal and speculative, making them unusable points pursuant to Idaho R.
3 Evid. 401, which addresses the relevance of evidence.

4 5.24 Mr. Bass would motion the court, if possible, for each of those assumptive assertions to
5 be stricken from the record. "Evidence is relevant if: it has any tendency to make a fact
6 more or less probable than it would be without the evidence;" Idaho R. Evid. 401; Although
7 blatant attempts to guard shouldn't be surprising, where one hit the fuck around and find
8 out button.

9 5.25 Regarding when Mr. Bass received paperwork to sign for any loan modification, Mr.
10 Newell provided an inaccurate and slanderous account while present in court by stating
11 that Mr. Bass had rejected a loan modification that would have aligned the loan with
12 BoA's assessment of Mr. Bass' financial situation.

13 5.26 Mr. Bass can provide a wet ink copy of the original loan that he knows to be correct and
14 legally binding, which Carrington and BoA by proxy, have attested to the importance of
15 having the original copy in every attempt to have Mr. Bass sign backdated papers.

16 5.27 No original copy of the second note the Defendants claim to be real can be produced
17 and confirmed when in court saying they can't produce any original paperwork.

18 5.28 For nearly a month, Mr. Bass was responsible for two loans, each with a value of
19 ~\$148,612, totaling ~\$297,224.

20 5.29 A third party is needed to clarify the accounting questions in this proceeding. BoA has
21 been proven not to be upfront or forth telling and has been shown to have been engaging
22 in similar fraudulent activities. The main issue needing the third party is to prove that
23 there was no unjust enrichment stemming from the extra ~\$150k of future revenue shown
24 on paper which a bank would borrow against or use for other financial gains. If, in the

1 period where Mr. Bass was unknowingly responsible for the two loans, there was any gain
2 that can be partly because of the value perceived on having the extra income, they are
3 being unjustly enriched.

4 5.30 BoA was fined \$4 billion for inflating their books through various means.

5 5.31 EXHIBIT AA - a laundry list of offenses of the exact nature shows a pattern of fraud,
6 "Evidence of a person's habit or an organization's routine practice may be admitted to
7 prove that on a particular occasion the person or organization acted in accordance with
8 the habit or routine practice. The court may admit this evidence regardless of whether it
9 is corroborated or whether there was an eyewitness." *Idaho R. Evid. 501*

10 5.32 EXHIBIT AC - Mr. Bass is an expert in the field needed to show that the signatures are
11 not valid. *Idaho R. Evid. 702*. Testimony by Expert Witnesses "A witness who is qualified as
12 an expert by knowledge, skill, experience, training, or education may testify in the form of
13 an opinion or otherwise if the expert's scientific, technical, or other specialized knowledge
14 will help the trier of fact to understand the evidence or to determine a fact in issue."

15 6. CAUSE OF ACTIONS

16 6.1 Arguments (Overview)

17 6.1.1 In support of each of the following causes of action, Mr. Bass expressly incorporates and
18 restates all preceding factual allegations and averments as if set forth in full within
19 each specific cause of action.

20 6.1.2 Where possible Mr. Bass is not waving any rights, nor is he attesting that what is
21 currently submitted is the last of the corrections, as he is having to be rushed at all
22 turns to handle such a complex case on his own but at the defendants timing.

23 6.1.3 Mr. Bass respectfully requests that the Court reconsider its OPINION AND ORDER ON
24 MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT and ORDER ON

1 MOTIONS FOR RECONSIDERATION. The defendants' motion attempted to evade its
2 liability for its fraudulent behavior. Defendants committed fraud by concealing the
3 existence of a second mortgage on the property, which put Mr. Bass at significant risk
4 had they failed to put out the reconveyance. Defendants should not be rewarded for
5 their bad-faith actions.

6 6.1.4 Mr. Bass has established the essential elements of the claim for fraud by showing that
7 Defendants made a false representation of a material fact with knowledge of its falsity
8 and with the intent to deceive Mr. Bass. Defendants concealed the existence of the
9 second mortgage and its satisfaction. They continued to accept payments from Mr. Bass
10 for years until covid hit. The continuous lies to keep the actions unnoticed and actions
11 that are out of the normal but hidden from sight are why Mr. Bass was unaware of the
12 second mortgage or conveyance. Mr. Bass immediately started to dig once the
13 defendant's behavior differed from the norm. The defendants' conduct is
14 unconscionable and violates the principles of equity and justice.

15 6.1.5 Defendants should not be allowed to keep the profits they gained from their fraudulent
16 behavior, as that would be unjust enrichment. Mr. Bass has made payments on the
17 property since the loan started, but those payments would and should not be
18 considered a benefit to Defendants, as it obtained the payments by fraud and
19 perpetuated its growth. The doctrine of unclean hands bars Defendants from profiting
20 from their wrongdoing.

21 6.1.6 Mr. Bass' interest in the property is superior to that of the Defendants, as Mr. Bass'
22 interests were transplanted from one title lineage that was unclouded to a new one
23 with the second mortgage through fraud. Defendant has unclean hands, as it concealed
24 the second mortgage by not following through with requirements to send the

1 paperwork to Mr. Bass despite it being said right on the top of the letter. Still, the
2 Defendants kept this information from Mr. Bass and continued accepting property
3 payments. Mr. Bass is entitled to relief in equity, and Defendants should be required to
4 release the second mortgage and convey the property to Mr. Bass free and clear of any
5 encumbrances as to keep it would be rewarded for the fraudulent behaviors. Still, more
6 reasons to support Mr. Bass' requests will be further supported in the coming read.

7 6.1.7 Exclusion of Information Beyond the Statute of Limitations:

8 6.1.8 Mr. Bass asserts that any information regarding late payments or adverse financial
9 history older than the applicable statute of limitations for credit reporting should not
10 be used against Mr. Bass in this matter. Under Idaho law, the statute of limitations for
11 reporting late payments and other negative financial information on a credit report is
12 seven years (insert the correct duration as per Idaho law).

13 6.1.9 Mr. Bass contends that once the statute of limitations has expired, the negative
14 information should no longer have any bearing on Mr. Bass' financial standing or ability
15 to obtain credit. This is consistent with credit reporting statutes, which aim to provide a
16 fair and accurate representation of an individual's creditworthiness while allowing them
17 to move on from past financial mistakes.

18 6.1.10 Therefore, Mr. Bass respectfully requests that the Court exclude and deem inadmissible
19 any information regarding late payments or negative financial history that is older than
20 the applicable statute of limitations for credit reporting under Idaho law. This exclusion
21 will ensure that Mr. Bass' financial background is accurately and fairly represented in
22 this matter and will prevent Defendants from using outdated information to undermine
23 Mr. Bass' claims or credibility.

24 6.1.11 The illegality of Borrowing money for a down payment on Another Loan:

1 6.1.11.1 Mr. Bass asserts that under Idaho law and federal lending regulations, it is
2 generally prohibited to borrow money for the purpose of making a down payment on
3 another loan. This prohibition is in place to ensure responsible lending practices and
4 to protect borrowers from entering into unmanageable debt situations (see *Truth in*
5 *Lending Act*, 15 U.S.C. § 1601 et seq.; *Regulation Z*, 12 C.F.R. § 1026.1 et seq.).

6 6.1.11.2 In the present case, BoA alleges that Mr. Bass paid off one loan with another loan
7 and did so at a loss. Such an action, if true, would be inconsistent with Mr. Bass' best
8 interests and raises questions about the legality and propriety of the loan transaction.

9 6.1.11.3 Mr. Bass contends that this alleged loan transaction, as described by BoA, is not
10 only counterintuitive but also potentially in violation of lending regulations. By
11 suggesting that Mr. Bass willingly participated in such a transaction, BoA is implying
12 that Mr. Bass acted irrationally or with disregard for their own financial well-being. This
13 argument is in line with the doctrine of unconscionability, which prohibits the
14 enforcement of contract terms that are excessively one-sided or oppressive (see *Idaho*
15 *Code § 28-2-302*).

16 6.1.11.4 Mr. Bass respectfully requests that the Court examine the legality of the loan
17 transaction as described by BoA in light of relevant lending laws and doctrines. If the
18 Court determines that the transaction is in violation of lending regulations or contrary
19 to Mr. Bass' best interests, it should consider this finding as further evidence
20 supporting Mr. Bass' claims and undermining BoA's position (see, e.g., *Williams v.*
21 *Walker-Thomas Furniture Co.*, 350 F.2d 445 (D.C. Cir. 1965)).

22 6.1.11.5 The original loan expressly stated that the borrower, Mr. Bass, was to have used
23 his own earned and saved funds to put as a down payment, which is inconsistent with
24 using one loan to pay off another and is shown in EXHIBIT AD pg. 4 and many other

places.

6.2 FIRST CAUSE OF ACTION (*Fraudulent Misrepresentation*)

6.2.1 Defendants made a false representation of material facts. BoA has met this element in multitudes but used that ambiguity to mask their actions as a misdirection of sorts.

One example is the concealment of the LOFR.

6.2.2 The defendants knew the statement was false when making it.

6.2.3 Defendants intended for Mr. Bass to rely on the false statement.

6.2.4 Mr. Bass relied justifiably on the false statement.

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

6.3 SECOND CAUSE OF ACTION (*Fraud*)

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

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

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

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

6.4 THIRD CAUSE OF ACTION (*Negligent Misrepresentation*)

6.4.1 Defendant Bank negligently misrepresented the status of Mr. Bass' loan, creating a

second deed of trust and promissory note without Mr. Bass' knowledge or consent and without performing the proper assignment process.

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

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

6.5 FOURTH CAUSE OF ACTION (Breach of Contract)

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

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

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

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

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

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

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

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

6.7 SIXTH CAUSE OF ACTION (*Declaratory Relief*)

6.7.1 An actual controversy has arisen and now exists between Mr. Bass and Defendant concerning the validity and enforceability of the second deed of trust and promissory note.

6.7.2 Mr. Bass seeks a judicial determination and declaration of the parties' rights and obligations under the loan agreement and the second deed of trust and promissory note, specifically declaring the second deed of trust and promissory note to be void and unenforceable.

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

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

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

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

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

6.9.1 "Unjust enrichment occurs where a defendant receives a benefit which would be inequitable to retain without compensating Mr. Bass to the extent that retention is unjust." *Vanderford v. Knudson*, 144 Idaho 547, 558 (Idaho 2007). "The substance of an action for unjust enrichment lies in a promise, implied by law, that a party will render

1 to the person entitled thereto that which in equity and good conscience belongs to
2 the latter." *Smith v. Smith, 95 Idaho 477, 484, 511 P.2d 294, 301 (1973)*. "The elements of
3 unjust enrichment are that (1) a benefit is conferred on the defendant by the plaintiff;
4 (2) Defendants appreciates the benefit; and (3) it would be inequitable for the
5 defendant to accept the benefit without payment of the value of the benefit." *Teton*
6 *Peaks Inv. Co., LLC v. Ohme, 146 Idaho 394, 398, 195 P.3d 1207, 1211 (2008)*. As a direct
7 and proximate result of Defendant Bank's unjust enrichment, Mr. Bass has suffered
8 damages in an amount to be proven at trial.

9 **7. PRAYER FOR RELIEF**

10 7.1 WHEREFORE, Mr. Bass prays for judgment against Defendants as follows:

11 7.1.1 For actual damages in an amount to be determined at trial, including but not limited to
12 any costs and expenses incurred in connection with this action; and

13 7.1.2 For statutory damages, if any, as allowed by law; and

14 7.1.3 For a declaratory judgment that Mr. Bass' property is free and clear of any liens or
15 encumbrances arising from the actions of Defendants; and

16 7.1.4 For costs of this action, including reasonable attorney's fees or the average cost of fees
17 for compensation of Mr. Bass' time and efforts, where possible and the court would see fit
18 and within the court's powers to do so; and

19 7.1.5 For pre-/post-judgment interest as allowed by law; and

20 7.1.6 A temporary restraining order or preliminary injunction, and permanent injunction
21 enjoining Defendants, their agents, servants, employees, and attorneys, and all persons
22 acting in concert or participation with them, from proceeding with the sale of the Property
23 scheduled for Mar 31st, 2023, or later date; and

1 7.1.7 For an Order for Defendants to cover the costs and do the work to reset Mr. Bass' credit to
2 a perfect score, as they are equipped to carry out the restoration with little effort; and

3 7.1.8 For an Order for Defendants to cover costs and facilitate any work needed to correct the
4 tax implications, issues, debts, and or losses from past returns that Mr. Bass should have
5 earned, which should be assessed and calculated by an agreed upon third-party; and

6 7.1.9 Grant such other and further relief as the Court deems just and proper; and

7 7.1.10 Mr. Bass preys that the American people will see orders to hold all defendants further
8 accountable. We should see charges & appropriate indictments be taken against
9 Defendants for their actions for someone to step in and cure the bluntly inflicted injury to
10 the American population by yet another fraud. Mr. Bass preys to see a similar cap in size,
11 break up, and all top management and C-suite are barred from the bank industry for life.
12 Just like Wells Fargo, they made fake accounts, and it appears they were not the only
13 ones. Like that disgraced bank, BoA and subsidies should be hobbled as they are not
14 worthy of the power they hold now.

15 **8. Conclusion**

16 For the foregoing reasons, Mr. Bass respectfully requests that the Court allow the case to
17 be heard and plead in a trial. Mr. Bass has suffered financial harm due to the Defendants'
18 fraudulent behavior, and Defendants should be held liable for their conduct. Mr. Bass is entitled
19 to the property free and clear of any encumbrances and to damages for the harm suffered.

Dated this 30 day of March 2023.

Respectfully submitted,
Jeremy L. Bass
Plaintiff/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT to Defendants on March 30th, 2023, at the following email address and postal address:

Email: mnewell@idealawgroupllc.com
Postal: Michael J. Newell ISBA #1953
IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119

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

Postal: Randall Szabo #10901
IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119

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

Jeremy L. Bass
Plaintiff

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the __21__ day of __FEBRUARY__, 2023, before me, the undersigned Notary Public, personally appeared __Jeremy Bass__, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____