

IN THE SUPREME COURT OF THE STATE OF IDAHO

DPW Enterprises LLC and MOUNTAIN
PRIME 2018 LLC,

Supreme Court Case No. 52552-2024

Plaintiffs-Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant.

and

DWAYNE PIKE, and CURRENT
OCCUPANT; and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Ave., Lewiston, ID
83501,

Defendants.

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Second Judicial District,
in and for the County of Nez Perce

HONORABLE MICHELLE M EVANS

Jeremy L. Bass, Pro se, Lewiston, Idaho

Lewis Stoddard, Attorney for Respondent, Boise, Idaho

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

DPW Enterprises LLC and Mountain Prime 2018 LLC Plaintiff, vs. Jeremy Bass, Dwayne Pike Defendant.	§ § § § § §	Location: Nez Perce County Court Judicial Officer: Evans, Michelle M Filed on: 07/09/2024 Appellate Case Number: 52552-2024
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CASE INFORMATION

Related Cases

CV35-22-1875 (Related Case)

Case Type: **AA- All Initial District Court Filings (Not E, F, and H1)**

Bonds

Transcript Bond \$490.00
 12/27/2024 Posted Cash
 Counts: 1

Case **12/18/2024**Appealed Case -
 Status: **Supreme Court Appeal**

Transcript Bond \$100.00
 12/27/2024 Posted Cash
 Counts: 1

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	CV35-24-1063
Court	Nez Perce County District Court
Date Assigned	07/09/2024
Judicial Officer	Evans, Michelle M

PARTY INFORMATION

Plaintiff **DPW Enterprises LLC and Mountain Prime 2018 LLC**

Lead Attorneys
Stoddard, Lewis Nishioka
Retained
 208-670-8001(W)

Defendant **Bass, Jeremy Lee**

Pro Se
 208-549-9584(H)

Pike, Dwayne Bruce

Nagy, Ken Everett
Retained
 208-413-9458(W)

DATE

EVENTS & ORDERS OF THE COURT

INDEX

07/09/2024	New Case - District Civil	
07/09/2024	Complaint Filed <i>Post Foreclosure Complaint for Ejectment and Restitution of Property</i>	
07/09/2024	Civil Case Information Sheet	
07/09/2024	Affidavit <i>Declaration of Non-Military Service</i>	
07/09/2024	Summons Issued <i>for Jeremy L. Bass</i>	
07/09/2024	Summons Issued	

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

for Dwayne Pike

07/09/2024	 Summons Issued <i>for Unknown Parties in Possession of the real property</i>
08/05/2024	 Affidavit / Return of Service <i>for Dwayne Pike as Occupant</i>
08/05/2024	 Affidavit / Return of Service <i>for Dwayne Pike for Jeremy L. Bass</i>
08/05/2024	 Affidavit / Return of Service <i>for Dwayne Pike</i>
08/05/2024	 Affidavit / Return of Service <i>for Jeremy Bass and Occupants</i>
08/14/2024	 Civil Case Information Sheet <i>Dwayne Pike</i>
08/14/2024	 Notice of Appearance <i>Dwayne Pike</i>
08/14/2024	 Answer <i>Verified Answer and Affirmative Defenses</i>
08/14/2024	 Motion <i>for Appointment of Co-Counsel</i>
08/14/2024	 Response <i>to Summons and Complaint</i>
08/14/2024	 Motion <i>to Dismiss and Strike Summons and Complaint</i>
08/14/2024	 Memorandum <i>in Support of Defendant's Response - Auction</i>
08/19/2024	 Motion <i>to Amend Filings to Include Verification</i>
08/19/2024	 Notice <i>Verification</i>
08/30/2024	 Notice of Hearing <i>Status Conference</i>
09/16/2024	 Motion for Summary Judgment <i>Plaintiffs'</i>
09/16/2024	 Memorandum In Support of Motion <i>Plaintiffs' Memorandum in Support of Motion for Summary Judgment and in Opposition to</i>

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

Motion to Dismiss and Strike Summons and Complaint

09/16/2024	 Notice of Remote Hearing
09/16/2024	 Declaration <i>of Counsel in Support of Plaintiffs' Motion for Summary Judgment</i>
09/16/2024	 Declaration <i>of DPW Enterprises LLC</i>
09/16/2024	 Declaration <i>of Mountain Prime 2018 LLC</i>
09/17/2024	Status Conference (10:00 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Zoom - on record</i>
09/17/2024	 Amended <i>Amended Notice of Hearing via Zoom on Plaintiffs' Motion for Summary Judgment</i>
09/17/2024	 Response <i>to Motions of Co-Defendant</i>
09/17/2024	 Court Minutes <i>- Status Conference</i>
09/20/2024	 Order (Judicial Officer: Evans, Michelle M) <i>Denying Motion to Appoint Counsel</i>
10/01/2024	 Notice of Remote Hearing <i>Second Amended</i>
10/01/2024	 Notice <i>of Non-Opposition to Defendant Jeremy L Bass Motion to Amend Filings to Include Verification</i>
10/01/2024	 Affidavit in Support of Motion <i>of Dwayne Pike of Defendant Pike's Response to Plaintiff's MSJ</i>
10/01/2024	 Response <i>Defendant Pike's Response to Plaintiff's Motion for Summary Judgment</i>
10/07/2024	 Motion to Continue
10/08/2024	Motion Hearing - Civil (9:00 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Mtn to Dismiss and Strike Summons and Complaint</i>
10/08/2024	 Court Minutes
10/14/2024	 Reply to Memorandum <i>Plaintiff's Reply in Support of Motion for Summary Judgment</i>
	CANCELED Motion for Summary Judgment (10:00 AM) (Judicial Officer: Evans, Michelle

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

10/15/2024	M ;Location: Courtroom 1) <i>Vacated</i> <i>Zoom</i>
10/15/2024	 Response <i>Defendant Bass' Response to Plaintiffs' Motion for Summary Judgment</i>
10/15/2024	 Affidavit <i>of Jeremy L. Bass in Support of Defendant Response to Plaintiffs' Motion for Summary Judgment</i>
10/18/2024	 Declaration <i>Second Declaration of DPW Enterprises LLC</i>
10/18/2024	 Memorandum In Support of Motion <i>Plaintiffs' Reply Memorandum in Support of Motion for Summary Judgment Against Jeremy L Bass</i>
10/18/2024	 Decision or Opinion (Judicial Officer: Evans, Michelle M) <i>Opinion and Order on Motion to Dismiss and Strike Summons and Complaint</i>
10/21/2024	 Response - <i>Defendant's Response to Plaintiff's Allegations in Section C</i>
10/21/2024	 Response - <i>Defendant's Response to Plaintiff's Allegations in Section D</i>
10/21/2024	 Response - <i>Defendant's Response to Plaintiff's Allegations in Section E</i>
10/22/2024	Motion for Summary Judgment (10:00 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Zoom</i>
10/22/2024	 Court Minutes
11/05/2024	 Decision or Opinion (Judicial Officer: Evans, Michelle M) <i>Memorandum Opinion and Order on Plaintiffs' Motion for Summary Judgment (filing year should be 2024)</i>
11/05/2024	 Notice of Remote Hearing <i>Status Conference</i>
11/06/2024	 Motion for Reconsideration
11/06/2024	 Memorandum <i>in Support of Reconsideration</i>
11/06/2024	 Motion <i>to Stay Until Final Judgment After Reconsideration and Appeal</i>
11/07/2024	 Notice of Remote Hearing

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

11/19/2024	Status Conference (10:15 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Zoom</i>
11/19/2024	 Notice of Remote Hearing <i>Amended</i>
11/19/2024	 Court Minutes
11/25/2024	 Notice of Remote Hearing <i>Pike status conference</i>
11/27/2024	 Response <i>in Opposition to Defendant Jeremy L. Bass's Motion for Reconsideration - Plaintiffs'</i>
11/27/2024	 Declaration <i>of Attorney Fees and Costs</i>
11/27/2024	 Declaration <i>of Counsel in Support of Plaintiffs' Opposition to Request for Stay</i>
11/27/2024	 Memorandum <i>in Opposition to Defendants' Motion for Stay</i>
12/04/2024	 Objection <i>to Memorandum of Costs and Attorney Fees</i>
12/04/2024	 Motion <i>- Defendant's Motion to Strike Inappropriate Statements for Plaintiffs' Filings</i>
12/04/2024	 Motion <i>for Judicial Admonishment or Warning</i>
12/06/2024	Motion for Reconsideration (10:00 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 3) <i>Zoom, Pike status conf</i>
12/06/2024	 Court Minutes
12/10/2024	CANCELED Motion for Reconsideration (9:30 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Vacated</i> <i>Zoom</i>
12/13/2024	 Notice of Remote Hearing
12/16/2024	 Decision or Opinion (Judicial Officer: Evans, Michelle M) <i>Opinion and Order on Defendant Bass's Motion for Reconsideration</i>
12/16/2024	 Judgment (Judicial Officer: Evans, Michelle M) <i>Re: Jeremy Bass</i>
12/16/2024	Final Judgment (Judicial Officer: Evans, Michelle M) Comment (Plaintiffs entitled to immediate possession, Mr. Bass has 72 hours to remove

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

belongings.)
Party (DPW Enterprises LLC and Mountain Prime 2018 LLC; Bass, Jeremy Lee
Monetary/Property Award
In Favor Of: DPW Enterprises LLC and Mountain Prime 2018 LLC
Against: Bass, Jeremy Lee
Entered Date: 12/16/2024
Current Judgment Status:
Status: Active
Status Date: 12/16/2024
Property Award:
Awarded To: DPW Enterprises LLC and Mountain Prime 2018 LLC
Property Details: 1515 21st Avel, Lewiston, ID 83501

12/18/2024	 Order (Judicial Officer: Monson, Mark) <i>Nunc Pro Tunc - corrects 11/4-6/2025 year stamping machine error.</i>
12/18/2024	 Notice of Appeal <i>by Jeremy Bass</i>
12/18/2024	Appeal Filed in Supreme Court
12/27/2024	Bond Posted - Cash
12/27/2024	Bond Posted - Cash
12/30/2024	 Notice of Transcript Deposit
01/02/2025	 Amended <i>Notice of Appeal</i>
01/02/2025	 Motion <i>to Stay Judgment Pending Appeal</i>
01/02/2025	 Affidavit <i>of Jeremy L. Bass in Support of Motion to Stay</i>
01/02/2025	 Memorandum <i>in Support of Motion to Stay</i>
01/02/2025	 Motion <i>to Waive Supersedeas Bond</i>
01/02/2025	 Memorandum <i>in Support of Motion to Waive Supersedeas Bond</i>
01/06/2025	 Writ Issued <i>Proposed Writ of Restitution</i>
01/07/2025	 Notice of Hearing <i>Mtn to Stay, Mtn Waive Bond</i>
01/08/2025	 Notice of Hearing <i>- Plaintiff's Application for Attorney Fees</i>
01/14/2025	

NEZ PERCE COUNTY DISTRICT COURT
CASE SUMMARY
CASE NO. CV35-24-1063

	Memorandum <i>- Supplemental Memorandum in Opposition to Defendant's Motion for Stay</i>
01/17/2025	Motion <i>Supplemental Motion to Strike Plaintiff's Filings...</i>
01/17/2025	Memorandum <i>Defendant's Memorandum in Oppostion</i>
01/17/2025	Affidavit <i>of Jeremy Bass</i>
01/17/2025	Affidavit <i>of Melissa Gunsch</i>
01/21/2025	Status Conference (10:00 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Mr. Bass motions, Req atty fees- Zoom - on record</i>
01/21/2025	Court Minutes
01/21/2025	Notice of Hearing <i>Status Conference (Pike)</i>
01/24/2025	Reporter's Notice of Transcript(s) Lodged <i>Towler</i>
02/11/2025	Status Conference (9:30 AM) (Judicial Officer: Evans, Michelle M ;Location: Courtroom 1) <i>Zoom - on record</i>

DATE	FINANCIAL INFORMATION
Defendant Bass, Jeremy Lee	
Total Charges	129.00
Total Payments and Credits	129.00
Balance Due as of 01/28/2025	0.00
Plaintiff DPW Enterprises LLC and Mountain Prime 2018 LLC	
Total Charges	225.05
Total Payments and Credits	225.05
Balance Due as of 01/28/2025	0.00
Defendant Bass, Jeremy Lee	
Civil Cash Bond Account Type Balance as of 01/28/2025	100.00
Defendant Bass, Jeremy Lee	
Civil Cash Bond Account Type Balance as of 01/28/2025	490.00

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>Jeremy L. Bass, Dwayne Pike, and Current occupant; and Unknown Parties in Possession of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align:center">Defendants.</p>	<p style="text-align:center">CV35-24-1063</p> <p>Case No.: _____</p> <p style="text-align:center">POST FORECLOSURE COMPLAINT FOR EJECTMENT AND RESTITUTION OF PROPERTY</p> <p style="text-align:center">Fee Category A Filing Fee \$221</p>
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The plaintiff, by and through its attorneys of record, hereby complains and alleges as follows:

I.

By virtue of a foreclosure sale, plaintiff is the owner of real property located at 1515 21st Ave., Lewiston, ID 83501, ("The Property") and currently occupied by the defendants.

II.

Plaintiff is authorized to bring this lawsuit as it owns the above named property which is located in Nez Perce County, Idaho.

III.

Defendants are individuals currently residing in Nez Perce County, Idaho and residing in and occupying The Property who have otherwise refused to surrender possession of The Property.

Summons and Complaint
HWM File No. ID21698

IV.

Following a default under the terms of a Note and Deed of Trust encumbering the real property located at 1515 21st Ave., Lewiston, ID 83501, pursuant to notice and Idaho Code 45-1506, a Trustee's Sale of the property was conducted and a Trustee's Deed was issued to plaintiff. A true and correct copy of the Trustee's Deed is attached hereto, and incorporated herein, as "Exhibit A."

V.

Plaintiff was entitled to possession of the property on the tenth day following the sale. Defendants have failed and refused to surrender The Property.

VI.

A Notice to Vacate was issued and served on or about March 21, 2024, in response to which on March 26, 2024 Dwayne Pike indicated he was occupying the Property pursuant to a lease agreement presently under a month to month term. Accordingly, Mr. Pike was provided with 90 additional days to vacate, which he has failed to do. Attached hereto as Exhibit "B" is a true and correct copy of the Notice to Vacate.

VII.

Because of 's failure to surrender The Property, plaintiff has been required to retain the law firm of HALLIDAY WATKINS & MANN, P.C. to represent it in this action and is entitled to an award of attorney's fees pursuant to Idaho Code 12-120, 12-121, and other applicable Idaho statutes. Plaintiff request fees in the amount of \$1,000.00 if this matter is not contested and reserves the right to request additional fees or other further relief if this matter is contested.

WHEREFORE, plaintiff prays for the following relief:

1. For an Order and Writ of Ejectment authorizing the County Sheriff to return possession of the premises located at 1515 21st Ave., Lewiston, ID 83501 to Plaintiff;

2. For attorney fees and cost in the amount of \$1,000.00 if judgment is entered in this matter by default; and
 3. For costs and expenses incurred in removal of any personal property not otherwise removed by the Defendants after entry of Judgment in this matter and other relief as outlined in Idaho Code § 6-316(2); and
 4. For such further and reasonable sums as the court may deem just if this matter is contested.

DATED on July 8, 2024.

HALLIDAY WATKINS & MANN, P.C.

By:/s/ Lewis N. Stoddard
 Lewis N. Stoddard, ISB #7766
Attorneys for Plaintiff

VERIFICATION

State of Idaho)
)ss.
County of Ada)

Lewis N. Stoddard, states:

That I am one of the attorneys for the Plaintiff herein; that I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the facts in the foregoing Complaint are true and correct as more fully set forth in the recorded deed attached hereto.

/s/ Lewis N. Stoddard
Lewis N. Stoddard

EXHIBIT “A”

Instrument # 912874
NEZ PERCE COUNTY, IDAHO
03-04-2024 01:21:10 PM No. of Pages: 2
Recorded for: IDEA LAW GROUP, LLC
PATTY WEEKS Fee: \$15.00
Ex-Officio Recorder Deputy Mykayla Flores
Index to: TRUSTEE DEED (105)
Electronically Recorded by Simplifile

AFTER RECORDING RETURN TO:

IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119

Jeremy L. Bass, 48043908

TRUSTEE'S DEED

The GRANTOR, Janaya L. Carter, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payments, recited below, hereby grants and conveys without warranty to **DPW Enterprises LLC and Mountain Prime 2018 LLC, 10028 S. Morgan Grove Way, Sandy, UT 84092, GRANTEES**, that real property, situated in Nez Perce County, State of Idaho, described as follows:

The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the recorded plat thereof. Records of Nez Perce County, Idaho

Also known as: 1515 21st Ave., Lewiston, ID 83501-3926

Assessor's Property Tax Parcel/Account Number(s): RPL0880010010A

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust between Jeremy L Bass, a married man as his sole and separate property as Grantor, for the benefit and security of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns as Beneficiary, dated October 16, 2009 recorded on October 30, 2009 as Instrument No. 774964 in the mortgage records of Nez Perce County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said Deed of Trust was given as security and the Beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust.

Notice of Default was recorded as Instrument No. 902262, Mortgage Records of Nez Perce County, Idaho, and in the Office of the Recorder of each county in which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in Affidavits recorded at least 20 days prior to date of sale as Instrument Nos. 904186, 904187, 904188, 904189, and 904190, Mortgage Records of Nez Perce County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and there are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale and all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.

TRUSTEE'S DEED - 1

Bass, 48043908
ID-Trustee's Deed Lender

(f) Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described for the sum of \$165,346.71 subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

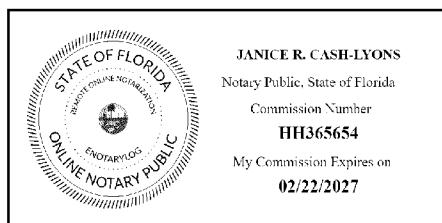
IN WITNESS WHEREOF, The Trustee, has caused his/her name to be hereunto
subscribed to this 1st day of March, 2024.

By 
Janaya L. Carter, #8226
Attorney and Successor Trustee

Florida
State of _____)
County of Lee County) ss.

On this 1st day of March, 2024, personally appeared Janaya L. Carter, who acknowledged that she signed the within foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written. Type of ID: Washington Drivers License



Name: Janice R Cash-Lyons
Notary Public for Florida
Residing at: Washington Drivers License
Commission expires: 02/22/2027

Document ID: 08f3fd29-2170-4f67-994c-e2ebaf5a531c

Session ID: 85e97080-25da-4f82-ba51-f9ad6feb81f1

This Notarization was conducted using audio/video technology provided by eNotaryLog, LLC.

TRUSTEE'S DEED - 2

Bass, 48043908
ID-Trustee's Deed Lender

EXHIBIT “B”

NOTICE OF EVICTION AND THREE DAY DEMAND TO VACATE THE PROPERTY

**Jeremy L. Bass
AND ALL OTHER OCCUPANTS
1515 21st Ave.
Lewiston, ID 83501**

YOU ARE HEREBY NOTIFIED that the premises you are occupying was sold at a foreclosure sale on February 29, 2024 and was purchased by DPW Enterprises LLC and Mountain Prime 2018 LLC ("Property Owner"). A copy of the Trustee's/Sheriff's Deed is attached to this Notice. Pursuant to Idaho Code § 45-1506(11) the Property Owner is entitled to possession of the below referenced property after 10 days of the foreclosure sale.

The real property to which the Notice of Eviction pertains is commonly known as 1515 21st Ave., Lewiston, ID 83501, and is more particularly described as follows:

The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the plat thereof. Records of Nez Perce County, Idaho.

Demand is hereby made upon you to move out and vacate these premises within three (3) calendar days from the date of the service of this Notice upon you. At the time of moving out, you should remove all of your personal property and leave the premises clean. If you fail to move out within said three (3) calendar days, an eviction action will immediately be filed against you requesting immediate possession of the Property and damages for your detainer.

If you are a tenant of the former owner of the property, and not a child, spouse, or parent of the former owner of the property, you may be entitled to additional rights as provided in the Protecting Tenants at Foreclosure Act of 2009. In order for us to determine on behalf of the Property Owner what rights you may have under the Protecting Tenants at Foreclosure Act of 2009, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant least terms);
- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of you lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with an expired lease, the Property Owner hereby provides notice that your right to remain at the property expires no later than 90 calendar days after the service of this Notice. If you are still in possession of the property at that time, the Property Owner will immediately begin eviction proceedings against you.

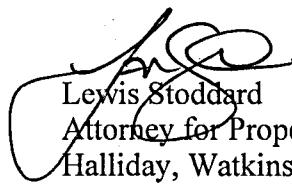
If you believe you are a bona fide tenant with a unexpired lease or a bona fide tenant with

an expired lease, you are required to make your required monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90 day notice of eviction period if your lease is expired.

If you are an active service member, or a dependent of an active service member of the United States Armed Forces, you may be entitled to rights as provided in the Servicemembers Civil Relief Act. In such case, you or your attorney should immediately provide proof of military service to this law firm to determine eligibility and verify if you fall under the protection of this Act.

Please govern yourselves accordingly.

Dated this 21st day of March, 2024.



Lewis Stoddard
Attorney for Property Owner
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Telephone: 801-355-2886
File No. ID21698

Lewis N. Stoddard, Bar Number 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>DECLARATION OF NON-MILITARY SERVICE</p> <p>CV35-24-1063</p> <p>CIVIL NUMBER:</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

STATE OF IDAHO)
 :ss
COUNTY OF ADA)

1. The undersigned Attorney, being first duly sworn on oath, deposes and says: That I am the attorney for the Plaintiff and I make this Affidavit for and on Plaintiff's behalf.
2. I am an attorney with the law firm of Halliday, Watkins & Mann, P.C. ("HWM") It is the policy of HWM to keep detailed and accurate files of all files associated with HWM.
3. In my file I have information relating to the origination of the Deed of Trust, including the social security number and/or date of birth for the below listed Defendant, Jeremy L. Bass, are not in the military service of the United States of America.

4. I have performed a search of the Department of Defense database via the Defendants social security number and/or date of birth, which results show that Defendants are not in active duty and have not been on active duty for the preceding 12 months. A true and correct copy of the results are attached as Exhibit "A".

5. This Affidavit is made for the purpose of preserving a record and clearing title in accordance with the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED this 8th day of July, 2024.

/s/ Lewis N. Stoddard
Lewis N. Stoddard
Halliday, Watkins & Mann, P.C.



Welcome to the Official
Servicemembers Civil
Relief Act (SCRA) Website

[Home](#)[Single Record Request](#)[Multiple Record Requests](#)[User's Guide](#)[FAQs](#)[News](#)[Contact Us](#)[My Account](#)

Single Record Request

Use this page to request a Certificate verifying Active Duty Status for an individual on a specified date.

*Indicates a required field. Please note for a single record request, an SSN OR Birthdate is required. You may also enter BOTH an SSN and Birthdate.

*SSN



*Repeat SSN

*Birth Date



MM/DD/YYYY (e.g. 09/16/2012)

*Last Name

First Name

Middle Name

Active Duty Status Date



MM/DD/YYYY (The default will be set to today's date)

[Clear](#)[Submit](#)



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED]

Birth Date:

Last Name: PIKE

First Name: DWAYNE

Middle Name:

Status As Of: Jul-08-2024

Certificate ID: CH7SV1WD8YY69YS

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director

Department of Defense - Manpower Data Center

4800 Mark Center Drive, Suite 04E25

Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Welcome to the Official
Servicemembers Civil
Relief Act (SCRA) Website

[Home](#)[Single Record Request](#)[Multiple Record Requests](#)[User's Guide](#)[FAQs](#)[News](#)[Contact Us](#)[My Account](#)

Single Record Request

Use this page to request a Certificate verifying Active Duty Status for an individual on a specified date.

*Indicates a required field. Please note for a single record request, an SSN OR Birthdate is required. You may also enter BOTH an SSN and Birthdate.

*SSN



*Repeat SSN

*Birth Date



MM/DD/YYYY(e.g. 09/16/2012)

*Last Name

First Name

Middle Name

Active Duty
Status Date
MM/DD/YYYY (The default will be set to
today's date)[Clear](#)[Submit](#)



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED]

Birth Date:

Last Name: BASS

First Name: JEREMY

Middle Name: L

Status As Of: Jul-08-2024

Certificate ID: RZ0VZ37K6QNP87G

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh, Director

Department of Defense - Manpower Data Center

4800 Mark Center Drive, Suite 04E25

Alexandria, VA 22350

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More information on "Active Duty Status"

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Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

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*Indicates a required field. Please note for a single record request, an SSN OR Birthdate is required. You may also enter BOTH an SSN and Birthdate.

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*Repeat SSN

*Birth Date



MM/DD/YYYY(e.g. 09/16/2012)

*Last Name

First Name

Middle Name

Active Duty
Status Date
MM/DD/YYYY (The default will be set to
today's date)[Clear](#)[Submit](#)



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: [REDACTED]

Birth Date:

Last Name: BASS

First Name: JEREMY

Middle Name:

Status As Of: Jul-08-2024

Certificate ID: 0ZV9JYG4JZFGZVK

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
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Sam Yousefzadeh, Director

Department of Defense - Manpower Data Center

4800 Mark Center Drive, Suite 04E25

Alexandria, VA 22350

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Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align: center;">Defendants.</p>	<p>SUMMONS</p> <p>Case No.: <u>CV35-24-1063</u></p>
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TO: Jeremy L. Bass

NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF. THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN TWENTY (21) DAYS. READ THE INFORMATION BELOW.

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated Court, 1230 Main St. , PO Box 896, Lewiston, ID 83501, 208-799-3040 within twenty-one (21) days after service of this Summons on you. If you fail to so respond, the Court may enter judgment against you as demanded by the plaintiff in the Complaint.

The nature of the claim against you is for, among other things, restitution of the premises located at: 1515 21st Ave., Lewiston, ID 83501.

A copy of the Complaint is served with this Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 2 and other Idaho Rules of Civil Procedure and must also include:

1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

WITNESS my hand and the seal of this District Court, and dated 7/9/2024 11:13 AM.

CLERK OF THE DISTRICT COURT



Deputy Clerk



Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align: center;">Defendants.</p>	<p>SUMMONS</p> <p style="text-align: center;">CV35-24-1063</p> <p>Case No.: _____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------

TO: Dwayne Pike

NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF. THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN TWENTY (21) DAYS. READ THE INFORMATION BELOW.

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The nature of the claim against you is for, among other things, restitution of the premises located at: 1515 21st Ave., Lewiston, ID 83501.

A copy of the Complaint is served with this Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

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1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

WITNESS my hand and the seal of this District Court, and dated 7/9/2024 11:13 AM.

CLERK OF THE DISTRICT COURT


Deputy Clerk



Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align: center;">Defendants.</p>	<p>SUMMONS</p> <p style="text-align: center;">CV35-24-1063</p> <p>Case No.: _____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------

TO: Unknown Parties in Possession of the real property commonly known as:

1515 21st Ave., Lewiston, ID 83501

NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFF. THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN TWENTY (21) DAYS. READ THE INFORMATION BELOW.

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated Court, 1230 Main St. , PO Box 896, Lewiston, ID 83501, 208-799-3040 within twenty-one (21) days after service of this Summons on you. If you fail to so respond, the Court may enter judgment against you as demanded by the plaintiff in the Complaint.

The nature of the claim against you is for, among other things, restitution of the premises located at: 1515 21st Ave., Lewiston, ID 83501.

A copy of the Complaint is served with this Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

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1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

7/9/2024 11:13 AM
WITNESS my hand and the seal of this District Court, and dated _____.

CLERK OF THE DISTRICT COURT

Amber Gurney
Deputy Clerk



AFFIDAVIT OF SERVICE

State of Idaho

County of New Perce

District Court

Case Number: CV35 24-1063

Plaintiff
DPW Enterprises LLC and Mountain prime 2018, LLC

vs.

Defendants
Jeremy L. Bass; Dwayne Pike; et al.

For: Halliday, Watkins, & Mann P C

Received by Front Range Legal Process Service, Inc. to be served on Current Occupant -Any Person Residing, 1515 21st Ave., Lewiston, ID 83501. Greg Taylor, being duly sworn, depose and say that on the 24 day of July, 2024 at 1:45pm executed service by delivering a true copy of the Summons; Post Foreclosure Complaint for Ejectment and Restitution of Property; Exhibits in accordance with state statutes in the manner marked below:

() INDIVIDUAL SERVICE:

(SUBSTINUTE SERVICE) By Serving Dwayne Pike Relationship is Resident
Who confirms the individual being served is a resident at the above address at the time of service

() POSTING _____

(DESCRIPTION) Age 65 Sex M Race White Height 6'0" Weight 165lb Hair B&bl Glasses No

() NON SERVICE See Comments Below

COMMENTS: _____

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made



Subscribed and Sworn to before me on the 24th day of July, 2024 by the affiant who is personally known to me.

Karen Acree
NOTARY PUBLIC

4/5/2030

NOTARY EXPIRATION DATE


PROCESS SERVER # 1212PSR Whitman Co
Appointed in accordance with State Statutes

Front Range Legal Process Service, Inc.
145 W. Swallow Road
Fort Collins, CO 80525
(800) 387-3783

Our Job Serial Number: 2024006377
Ref: ID21698

AFFIDAVIT OF SERVICE

State of Idaho

County of New Perce

District Court

Case Number: CV35-24-1063

Plaintiff:
DPW Enterprises LLC and Mountain prime 2018, LLC
vs.
Defendants:

Jeremy L. Bass; Dwayne Pike; et al.

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

Received by Front Range Legal Process Service, Inc. to be served on Jeremy L. Bass, 1515 21st Ave., Lewiston, ID 83501. Grey Taylor, being duly sworn, depose and say that on the 24 day of July, 2024 at 1:45 pm, executed service by delivering a true copy of the Summons; Post Foreclosure Complaint for Ejectment and Restitution of Property; Exhibits in accordance with state statutes in the manner marked below:

() INDIVIDUAL SERVICE:

SUBSTINUTE SERVICE: By Serving Dwayne Pike Relationship is Resident
Who confirms the individual being served is a resident at the above address at the time of service.

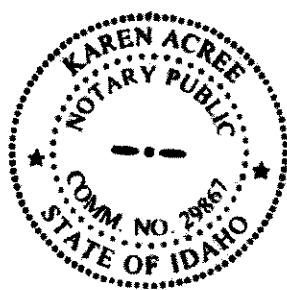
() POSTING

DESCRIPTION) Age 65 Sex M Race White Height 60" Weight 165 Hair Bald Glasses No

() NON SERVICE: See Comments Below

COMMENTS: Served by refusal, confirmed residency.

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.



Subscribed and Sworn to before me on the 24th day
of July, 2024, by the affiant who is
personally known to me.

Karen Acree

NOTARY PUBLIC

4/5/2030

NOTARY EXPIRATION DATE

Grey Taylor
PROCESS SERVER # 1212PSR Whitman Co
Appointed in accordance with State Statutes

Front Range Legal Process Service, Inc.
145 W. Swallow Road
Fort Collins, CO 80525
(888) 387-3783

Our Job Serial Number: 2024006375
Ref: ID21698

AFFIDAVIT OF SERVICE

State of Idaho

County of New Perce

District Court

Case Number: CV35-24-1063

Plaintiff:
DPW Enterprises LLC and Mountain prime 2018, LLC
vs.
Defendants:

Jeremy L. Bass; Dwayne Pike; et al.

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

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INDIVIDUAL SERVICE:

() SUBSTSTITUTE SERVICE: By Serving _____ Relationship is: _____
Who confirms the individual being served is a resident at the above address at the time of service.

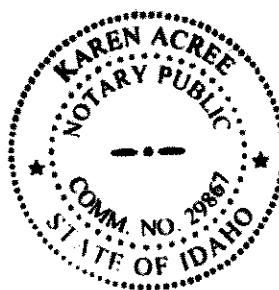
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DESCRIPTION) Age 65 Sex M Race White Height 6'6" Weight 165 Hair Bg bl Glasses No

() NON SERVICE: See Comments Below

COMMENTS: _____

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.



Subscribed and Sworn to before me on the 24th day
of July 2024 by the affiant who is
personally known to me

Karen Acree

NOTARY PUBLIC

4/5/2030

NOTARY EXPIRATION DATE



PROCESS SERVER # 1210PSR Whitman Co
Appointed in accordance with State Statutes

Front Range Legal Process Service, Inc.
145 W. Swallow Road
Fort Collins, CO 80525
(888) 387-3783

Our Job Serial Number: 2024006376
Ref: ID21698

AFFIDAVIT OF SERVICE

State of Idaho

County of Nez Perce

Case Number: _____

Jeremy L. Bass
AND ALL OTHER OCCUPANTS
1515 21st Ave
Lewiston, ID 83501

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

Received by Front Range Legal Process Service, Inc. on the 28th day of March, 2024 at 12:20 pm to be served on Jeremy L. Bass AND ALL OTHER OCCUPANTS, 1515 21st Ave, Lewiston, ID 83501. I, Greg Taylor, being duly sworn, depose and say that on the 30 day of April, 2024 at 6:20pm, executed service by delivering a true copy of the Notice of Eviction and Three Day Demand to Vacate the Property in accordance with state statutes in the manner marked below

INDIVIDUAL SERVICE:

() SUBSTITUTE SERVICE: By Serving _____ Relationship is: _____
Who confirms the individual being served is a resident at the above address at the time of service.

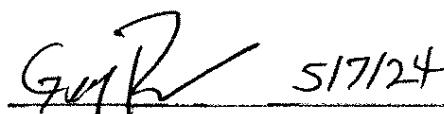
() POSTING _____

() DESCRIPTION: Age 35-45 Sex M Race White Height 5'6" Weight 150 Hair Brown Glasses No

() NON SERVICE: See Comments Below

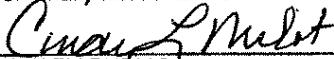
COMMENTS: _____

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.



5/7/24

Subscribed and Sworn to before me on the 6 day
of May, 2024 by the affiant who is
personally known to me.


NOTARY PUBLIC
03/04/2030
NOTARY EXPIRATION DATE



PROCESS SERVER #1012 PER, Whitman Co
Appointed in accordance with State Statutes

Front Range Legal Process Service, Inc.
145 W. Swallow Road
Fort Collins, CO 80525
(888) 387-3783

Our Job Serial Number: 2024002881
Ref: ID21698

KEN NAGY
Idaho State Bar No. 6176
Idaho Legal Aid Services, Inc.
2230 3rd Avenue North
Lewiston, ID 83501
(208) 413-9458
(208) 743-3261 Facsimile
e-service: lewilas@idaholegalaid.org
kennagy@idaholegalaid.org

Attorney for Defendant Dwayne Pike

**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 Pike, And
Current Occupant, And Unknown Parties
in Possession of the real property
commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501
Defendants.**

Case No. CV35-24-1063

NOTICE OF APPEARANCE

TO: The Plaintiff and their attorney of record, Lewis N. Stoddard of Halliday,

Watkins & Mann P.C.:

Ken Nagy of Idaho Legal Aid Services, Inc. hereby enters his appearance in the above-entitled matter as attorney for the Defendant Dwayne Pike.

NOTICE OF APPEARANCE

Page 1 of 2

**Idaho Legal Aid Services, Inc.
2230 3rd Avenue North
Lewiston, Idaho 83501**

DATED this 14th day of August, 2024.

IDAHO LEGAL AID SERVICES, INC.

Ken Nagy
Attorney for Defendant

CERTIFICATE OF DELIVERY

I HEREBY CERTIFY that on the 14th day of August 2024, I caused to be served a true and correct copy of the foregoing document by the method indicated below, and addressed to the following:

Lewis N. Stoddard
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Email: lewis@wmlawfirm.com

- U.S. Mail
- Hand Delivered
- E-mail
- Court e-Service
- Facsimile

IDAHO LEGAL AID SERVICES, INC.

Ken Nagy

KEN NAGY
Managing Attorney
Idaho Legal Aid Services, Inc.
2230 3rd Ave. North
Lewiston, Idaho 83501
Phone: (208) 413-9458
Fax: (208) 743-3261
Email: kennagy@idaholegalaid.org
Idaho State Bar #6176

ATTORNEY FOR DEFENDANT DWAYNE PIKE

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,)	CASE NO. CV35-24-1063
)	
Plaintiff,)	VERIFIED ANSWER AND
v.)	AFFIRMATIVE DEFENSES
)	
Jeremy L. Bass, Dwayne Pike, and Current)	
occupant, and Unknown Parties in)	
Possession of the real property commonly)	
known as 1515 21 st Avenue, Lewiston,)	
Idaho 83501,)	
)	
Defendants.)	
)	

COMES NOW the Defendant Dwayne Pike (hereinafter "Defendant"), by and through his attorney of record, Ken Nagy, of Idaho Legal Aid Services, Inc., and hereby answers and responds to the Post Foreclosure Complaint for Ejectment and Restitution of Property (hereinafter "Complaint") filed by the Plaintiffs DPW Enterprises LLC and Mountain Prime 2018 LLC (hereinafter "Plaintiffs") in this proceeding as follows:

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**VERIFIED ANSWER AND
AFFIRMATIVE DEFENSES**

I. ANSWER

1. With regards to Paragraph I of the Complaint, Defendant currently lacks sufficient knowledge to either admit or deny the allegations contained in said paragraph, therefore the Defendant denies each and every allegation contained therein.

2. With regards to Paragraph II of the Complaint, Defendant currently lacks sufficient knowledge to either admit or deny the allegations contained in said paragraph, therefore the Defendant denies each and every allegation contained therein.

3. With regards to Paragraph III of the Complaint, Defendant admits the portion of said paragraph that alleges that he is currently residing in Nez Perce County, Idaho and that he is residing in and occupying the real property at issue in this proceeding. With regards to the remaining allegations contained in said paragraph, Defendant currently lacks sufficient knowledge to either admit or deny the allegations contained in said paragraph, therefore the Defendant denies each and every allegation contained therein.

4. With regards to Paragraph IV of the Complaint, Defendant currently lacks sufficient knowledge to either admit or deny the allegations contained in said paragraph, therefore the Defendant denies each and every allegation contained therein.

5. With regards to Paragraph V of the Complaint, Defendant admits he remains in possession of the real property at issue in this proceeding. The Defendant denies that the Plaintiffs are entitled to possession of said real property to the extent that such possession interferes with his ability to remain residing at said real property.

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**VERIFIED ANSWER AND
AFFIRMATIVE DEFENSES**

PAGE 2 OF 6

6. With regards to Paragraph VI of the Complaint, Defendant denies each and every allegation contained therein.

7. With regards to Paragraph VII of the Complaint, Defendant denies each and every allegation contained therein.

8. The Defendant denies each and every allegation contained in the Complaint unless specifically admitted herein.

II. AFFIRMATIVE DEFENSE

The Plaintiffs have engaged in Illegality as provided by Rule 8(c)(1)(I) of the Idaho Rules of Civil Procedure by seeking an Order and Writ of Ejectment with regards to the Defendant without strictly complying with the requirements of the federal Protecting Tenants at Foreclosure Act of 2009 (hereinafter “Act”). 12 U.S.C. §5220 note (Pub. L. 111-22, div. A, title VII, §702, May 20, 2009, 123 Stat. 1660, as amended by Pub L. 111-203, title XIV, §1484(1), July 21, 2010, 124 Stat. 2204). Said Act provides that a tenant with a bona fide lease agreement entered into prior to the date of notice of foreclosure must be allowed to occupy the premises until the end of the remaining term of the lease. *Id.*

The Defendant Jeremy Bass was the owner of record of said real property until the Trustee’s Deed was entered on the 1st day of March, 2024, a copy of which was attached to the Complaint as Exhibit “A”. The notice attached to the Complaint as Exhibit “B”, which gave notice to the Defendant of the foreclosure, is dated the 21st day of March, 2024. However, the Defendant entered into a Residential Lease Agreement (hereinafter “Lease”) with Defendant Jeremy Bass, then-owner of the real property at issue in this proceeding,

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**VERIFIED ANSWER AND
AFFIRMATIVE DEFENSES**

on the 28th day of February, 2024 (copy attached hereto as Exhibit "A"). As the Lease was entered into by and between the then-owner Defendant Jeremy Bass and the Defendant prior to the notice of foreclosure, the Lease is bona fide and effective, and the Defendant must be allowed to continue to occupy said real property until the end of the term of the Lease, which is the 28th day of February, 2026. *Lease at ¶9.*

In light of the applicable federal law and the express provisions of the Lease, it is currently illegal for the Plaintiffs to seek the eviction or "ejectment" of the Defendant from the real property at issue in this proceeding and such relief should be denied.

III. PRAYER FOR RELIEF

WHEREFORE, the Defendant Dwayne Pike requests that the Court deny to the Plaintiffs the relief they seek in their Complaint and that an order be entered allowing him to remain residing on the real property at issue in this proceeding or, in the alternative, that the Post Foreclosure Complaint for Ejectment and Restitution of Property filed by the Plaintiff in this proceeding on the 9th day of July, 2024 be dismissed in its entirety. Furthermore, the Defendant should be awarded his costs and attorney's fees incurred in this proceeding pursuant to Idaho Code §§12-120 and 121, as well as by applicable Court rule.

DATED this 14th day of August, 2024.

IDAHO LEGAL AID SERVICES, INC.


Ken Nagy
Attorney for Defendant Dwayne Pike

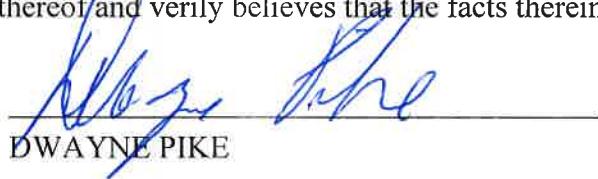
KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**VERIFIED ANSWER AND
AFFIRMATIVE DEFENSES**

VERIFICATION

Dwayne Pike, duly sworn, deposes and on his oath, says:

That he is one of the defendants in the above entitled action; that he has read the foregoing Answer, well knows the contents thereof and verily believes that the facts therein stated are true.



DWAYNE PIKE

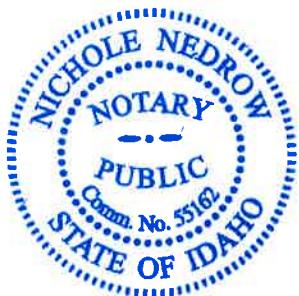
STATE OF I D A H O)

: ss

County of Nez Perce)

I, Nichole Nedrow, a Notary Public do hereby certify that on this 14th day of August, 2024, personally appeared before me DWAYNE PIKE, being by me first duly sworn, declared that he is one of the Defendants in the above entitled matter and that he signed the foregoing document as such and that the statements therein contained are true.

(SEAL)



Nichole Nedrow
Notary Public in and for the State of Idaho
Residing at: Lewiston, Idaho
My Commission Expires: 11/12/2027

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

VERIFIED ANSWER AND
AFFIRMATIVE DEFENSES

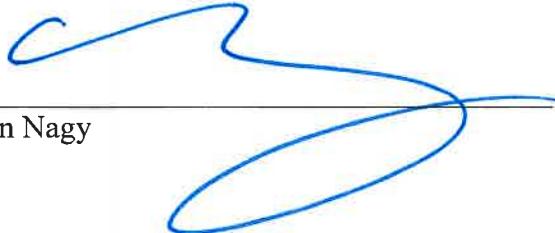
PAGE 5 OF 6

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of August, 2024, I caused to be served a full, true and accurate copy of the foregoing by the method indicated below, and addressed to the following:

Lewis N. Stoddard
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: (801) 355-2886
Fax: (801) 328-9714
Email: lewis@wmlawfirm.com

- U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
 i-Court



Ken Nagy

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**VERIFIED ANSWER AND
AFFIRMATIVE DEFENSES**

RESIDENTIAL LEASE AGREEMENT

28th 2024

February 2024

THIS LEASE (the "Lease") dated this 1st day of September, 2022

BETWEEN:

Jeremy Bass

(the "Landlord")

- AND -

Dwayne Pike

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Leased Property

1. The Landlord agrees to rent to the Tenant the room, municipally described as 1515 21st ave Unit C. (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. **No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord.**
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property, when available.
6. The Tenant and members of the Tenant's household **will not** smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property, except in the outside sitting area away from openings to the units.
7. The Tenant and members of the Tenant's household **will not** vape anywhere in the Property nor permit any guests or visitors to vape in the Property, except in the outside sitting area away from openings to the units.
8. Term
8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 28th, 2024 and continuing for a period of two years (the "Term"). The Tenant will receive a 1% discount on the Rent for the second year for signing the Lease early and for the 2 year agreement. After the initial Term, the Lease will continue on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

EXHIBIT "A"

9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Idaho (the "Act").

10. Rent

10. Subject to the provisions of this Lease, the rent for the Property is **\$700.00 per month (the "Rent")**.

11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's check.

12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

13. The Tenant will be charged an additional amount of **\$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date** and any mandatory grace period required under the Act, if any.

14. Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$700.00 (the "Security Deposit") which is a non-refundable amount for the soul use of maintenance.

15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits to which will count towards a final maintenance bill if applicable.

16 During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
3. unplugging toilets, sinks and drains;
4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

9. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
10. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. Pet Fee

18. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$250.00 (the "Pet Fee").

19. Inspections

20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act. The property again referring to the room, not the common areas in which the landlord co-habits.

22. Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
3. removing or adding walls, or performing any structural alterations;
4. installing a waterbed(s);
5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
7. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

24. Utilities and Other Charges

25. Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

27. 26 The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

28. Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

29. Governing Law

27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Idaho.

28. Severability

28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

29. The invalidity or unenforceability of any provisions of this Lease **will not** affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

30. Amendment of Lease

30. This Lease may only be amended or modified by a written document executed by the Parties.

31. Assignment and Subletting

31. The Tenant **will not** assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

32. Additional Clause

32 Access to the common areas includes the basement kitchen, Bathroom, Laundry.

There is no guest of the tenant that may be left unattended or stay overnight at any point without the landlord's written consent, and any guest must be introduced and known by the landlord due to the nature of the area and security reasons. Utilities (power, heating and cooling), Internet, and Water/Sewer/Garbage are all split and to be paid with rent. On average the utility services are \$200 a month per unit and any increase will be given in writing as this is included in the rental cost. The areas must be kept up with no trash or like items left about, and the common area must be kept clean. Room cleanliness is reason for ending the renting of the room if there are any health hazards created such as molding food or like scenarios. The landlord does work at night so reasonable accommodations will need to be worked out as time goes. Any issues need to be brought to the attention in writing and will be taken care of as soon as possible. Anything damaged in the common area by the tenant will be their responsibility to cover the replacement or work to fix which must be coordinated with the landlord.

32.2 If the Property is sold, the Lease will transfer with the Property, and the new owner will be bound by all the terms and conditions of this Lease.

32.3 The Landlord must pay out to the Tenant the sum of the Rent multiplied by the remainder of the months left in the Lease, unless specifically released from this requirement by the Tenant or Jeremy L. Bass.

33. Damage to Property

33. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

34. Maintenance

34. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

35. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

36. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the use of the Tenant, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

37. Where the Property has its own garden or grass area which is for the use of the Tenant, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

38. Care and Use of Property

38 The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

39. The Tenant **will not** engage in any illegal trade or activity on or about the Property.

40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

41. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

42. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by the landlord or assigned agent of the landlord. The Landlord will be

notified in advance as to the name, address and phone number of the person doing the inspections.

43. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

44. Rules and Regulations

44. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

45. Lead Warning

45. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

46. Mediation and Arbitration

46. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

47. Address for Notice

47 For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

1. Name: Jeremy Bass

2. Phone: _____

48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

1. Name: Jeremy Bass.

2. Address: 1515 21st ave.

The contact information for the Landlord is:

3. Phone: (208) 549-9584.

4. Email address: Quantum.J.L.Bass@RAWdeal.io.

49. General Provisions

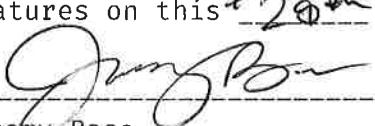
49. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

50. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease **will not** operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-

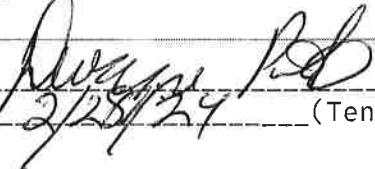
performance and **will not** defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
52. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
53. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
55. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
56. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
57. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
58. This Lease constitutes the entire agreement between the Parties.
59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
60. Time is of the essence in this Lease.
61. The tenant is to have 1st & last month's rent, plus the security deposit and Pet deposit if applicable before moving in unless an agreement is already in writing with the landlord.

IN WITNESS WHEREOF Dwayne Pike and Jeremy Bass have duly affixed their signatures on this 20 day of February, 2024.

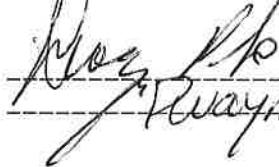


Jeremy Bass



Dwayne Pike
2/28/24
(Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 28 day of February, 2024.

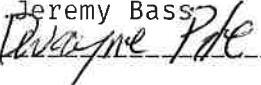


Wayne Pike (Tenant)

Lead-Based Paint Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: 

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
- 2 The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: 28 day of
February, 2024



Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the abovementioned reports and records; and
2. the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency. The link is provided and what the tenant is receiving.

Date: 28 day of
February, 2024



Tenant: Wayne Pike

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-yourhome>.

Asbestos Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: 28th day of
February, 2024

Landlord Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 28th day of
February, 2024

Tenant: Dwayne Pike

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

FILED

2024 AUG 14 P 4:04

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Patty G. Wilson
Clerk of Court
Case No. CV35-24-1063
MOTION FOR APPOINTMENT
OF CO-COUNSEL

DEMAND FOR JURY

1. Introduction

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

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

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

I. U.S. Constitution:

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

II. Idaho Code:

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

3 **III. Case Law:**

- 4 a. *Lassiter v. Department of Social Services*, 452 U.S. 18 (1981) - Recognizing that due
5 process may require appointment of counsel in certain civil cases.
- 6 b. *In re Marriage of Cabrera*, 122 Idaho 156, 159 (1991) - Noting that the appointment of
7 counsel for indigent persons in civil matters is within the discretion of the court.
- 8 c. *Bounds v. Smith*, 430 U.S. 817 (1977) - Establishing the right to access legal resources and
9 assistance for incarcerated individuals.
- 10 d. *Airey v. Ireland*, 32 Eur. Ct. H.R. (ser. A) (1979) - Holding that lack of legal assistance in civil
11 cases may impair effective access to court when the case involves complex legal issues
12 or when the litigant is at a significant disadvantage.
- 13 e. *Smith v. Williams*, 782 F.2d 867 (9th Cir. 1986) - Recognizing that pro se litigants are at a
14 disadvantage due to their unfamiliarity with the rules of procedure and substantive law.
- 15 f. *Turner v. Rogers*, 564 U.S. 431 (2011) - Acknowledging that certain procedural
16 safeguards may be required for unrepresented litigants in civil cases.

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

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

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

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

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

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

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

4. Conclusion

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

TABLE OF AUTHORITIES

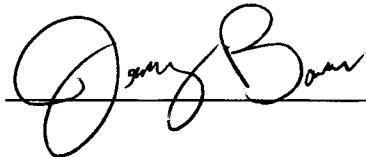
1	<u>CASES:</u>	
2	Airey v. Ireland, 32 Eur. Ct. H.R. (ser. A) (1979).....	2
3	Bounds v. Smith, 430 U.S. 817 (1977)	2
4	Lassiter v. Department of Social Services, 452 U.S. 18 (1981)	2
5	re Marriage of Cabrera, 122 Idaho 156, 159 (1991)	2
6	Smith v. Williams, 782 F.2d 867 (9th Cir. 1986)	3
7	Turner v. Rogers, 564 U.S. 431 (2011)	3
8	<u>STATUTES:</u>	
9	Idaho Code § 7-610.....	2, 4
10	<u>U.S. CONSTITUTION:</u>	
11	Fifth Amendment	2
12	Fourteenth Amendment.....	2

Dated this 13 day of August 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Pro Se



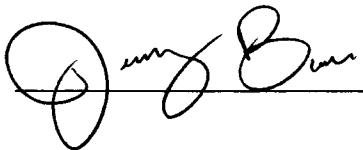
Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant



Signature

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

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho
Residing at Leviston

Commission Expires: 1/28/25

1

FILED

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

2024 AUG 14 P 4:03

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

**Case No. CV35-24-1063
RESPONSE TO SUMMONS AND COMPLAINT**

DEMAND FOR JURY

10 I, *Jeremy Bass*, the Defendant in this case, hereby respond to the Plaintiff's Complaint for Eviction
11 as follows:

1

13 **Response:** Defendant denies the allegations in Paragraph I of the Complaint. Defendant asserts
14 that the foreclosure sale was conducted unlawfully, as detailed below, and therefore, Plaintiff's
15 claim to ownership is invalid. Furthermore, Defendant disputes that Plaintiff is the rightful owner
16 of the property located at 1515 21st Ave., Lewiston, ID 83501.

1

18 **Response:** Defendant admits that the property is located in Nez Perce County, Idaho, but denies
19 that Plaintiff is authorized to bring this lawsuit or is the rightful owner of the property due to the
20 fraudulent and unlawful nature of the foreclosure sale and related proceedings.

1

1 **Response:** Defendant admits to residing in Nez Perce County, Idaho, and occupying the property
2 in question. Defendant denies refusing to surrender possession of the property and asserts that
3 the eviction proceedings are invalid due to the issues raised in this Answer.

4 IV.

5 **Response:** Defendant denies the allegations in Paragraph IV of the Complaint. The foreclosure
6 and Trustee's Sale were conducted based on a fraudulent instrument, which a forensic analysis
7 has shown does not bear the Defendant's signature. Moreover, the Plaintiff's actions violated
8 Idaho Code § 45-1506, and the Trustee's Deed is therefore void. The purported default under the
9 Note and Deed of Trust is contested, and Defendant asserts that the sale was conducted
10 improperly and unlawfully.

11 V.

12 **Response:** Defendant denies that Plaintiff was entitled to possession of the property following
13 the sale. The sale and subsequent issuance of the Trustee's Deed were based on fraudulent and
14 unlawful actions, as outlined in this Answer, rendering Plaintiff's claim to possession invalid.

15 VI.

16 **Response:** Defendant acknowledges receiving a Notice to Vacate and that Mr. Dwayne Pike, a
17 tenant of the property, indicated he was occupying the property under a month-to-month lease
18 agreement. Defendant denies that Plaintiff had the right to issue this notice or enforce eviction,
19 as the foreclosure and sale were conducted improperly. Furthermore, Defendant asserts that the
20 lease agreement was valid and that Mr. Pike's continued occupancy was lawful under the
21 circumstances.

22 VII.

23 **Response:** Defendant denies that Plaintiff is entitled to attorney's fees or any other relief sought
24 in this action. The Plaintiff's retention of the law firm and pursuit of this eviction is based on

1 unlawful and fraudulent premises, including the improper foreclosure and Trustee's Sale.

2 Defendant asserts that Plaintiff's claims are without merit and should be dismissed with
3 prejudice.

4

5 **Affirmative Defenses:**

6 1. Auction Fixing and Fraud (Violation of Sherman Antitrust Act, 15 U.S.C. §§ 1-2): The
7 foreclosure auction was manipulated, violating federal antitrust laws. This manipulation
8 invalidates the sale and any claims arising from it.

9 2. Breach of Contract (Idaho Code § 28-2-209): The auction violated a binding agreement in
10 place to secure the house. The mortgage servicing company, Carrington Mortgage,
11 breached this agreement, rendering the auction and subsequent actions invalid.

12 3. Transfer of Ownership Actions: Actions taken, including Defendant paying property taxes
13 and insurance, demonstrate that a transfer of ownership had begun pending the
14 completion of probate for Defendant's mother's passing. This undermines the Plaintiff's
15 claim to the property.

16 4. Foreclosure on a Fraudulent Instrument (Idaho Code § 18-2601): The foreclosure was based
17 on a fraudulent instrument, as a forensic analysis has shown that the signature does not
18 match Defendant's signature. This invalidates the foreclosure and the Trustee's Deed.

19 5. Conflict of Interest (Idaho Rules of Professional Conduct 1.7): The trustee, Idea Law, had a
20 conflict of interest due to its connection with Carrington Mortgage, further invalidating
21 the actions taken.

22 6. Mismanagement of Forbearance (Idaho Code § 18-3106): Carrington Mortgage mismanaged
23 the COVID forbearance, extending it improperly and creating an inflated balance. This

1 mismanagement led to an attempt to force a loan modification under fraudulent
2 circumstances.

3 7. Presentation of an Unrecorded Instrument (Idaho Code § 55-809): The instrument acted
4 upon by the Plaintiff was unrecorded and invalid, further demonstrating their lack of
5 legal standing.

6 8. Clouded Title (Idaho Code § 6-401, Quiet Title Action): The title to the property is clouded
7 due to the unlawful foreclosure and sale, invalidating the Plaintiff's claims in this
8 eviction action.

9 9. Ongoing Investigations: There are ongoing investigations with the Lewiston Police
10 Department (LPD), the U.S. Securities and Exchange Commission (SEC), and the Office of
11 the Inspector General for the Department of Homeland Security (DHS) concerning the
12 fraudulent actions related to this case.

13
14 WHEREFORE, Defendant respectfully requests that this court:

- 15 1. Dismiss Plaintiff's Complaint for Eviction with prejudice;
16 2. Deny Plaintiff's request for attorney's fees and costs;
17 3. Grant Defendant any other relief that the court deems just and proper.

18
19 **Reservation of Rights to Amend, Raise Additional Defenses, and Pursue Counterclaims**

20 Given the complexity of the issues involved and the Defendant's inability to secure legal
21 representation due to widespread conflicts of interest and the specialized nature of this case,
22 the Defendant, Jeremy L. Bass, expressly reserves the following rights:
23

- 1 **1. Right to Amend and Raise Additional Defenses:** The Defendant reserves the right to amend
2 this response and to raise additional affirmative defenses as further evidence, legal
3 theories, or circumstances may arise. This reservation includes, but is not limited to, the
4 right to assert defenses related to any procedural deficiencies, fraud, conflicts of interest,
5 or any other legal or equitable grounds that may become apparent through ongoing
6 investigation or discovery. The failure to assert any specific defenses or claims in this
7 initial response shall not be construed as a waiver of the right to raise such defenses or
8 claims at a later time.
- 9
- 10 **2. Right to Pursue Counterclaims and Cross-Claims:** The Defendant reserves the right to file
11 counterclaims, cross-claims, or third-party claims against any party, including but not
12 limited to the Plaintiff, any associated entities, or any individuals involved in the
13 foreclosure process or the subsequent legal proceedings. This reservation includes the
14 right to seek damages, injunctive relief, or any other legal or equitable remedy available
15 under the Idaho Rules of Civil Procedure or applicable federal law.
- 16
- 17 **3. Right to Seek Sanctions and Attorney's Fees:** The Defendant reserves the right to seek
18 sanctions, attorney's fees, and costs associated with defending against this action,
19 especially if it is determined that the Plaintiff or any other party has engaged in frivolous,
20 malicious, or bad-faith litigation practices.
- 21
- 22 **4. Right to Supplement or Modify Legal Arguments:** The Defendant reserves the right to
23 supplement, amend, or modify this response as justice may require, including the

1 addition of new legal arguments or defenses based on ongoing legal research, discovery,
2 or evolving case law.

3

4 These reservations are made under the Idaho Rules of Civil Procedure and any applicable
5 federal or state laws, ensuring that the Defendant's rights are fully protected throughout the
6 course of this litigation.

7

8 The Defendant expressly reserves all rights and remedies that may be available now or in
9 the future, and nothing in this reservation shall be construed as a waiver of any such rights or
10 remedies known or unknown.

TABLE OF AUTHORITIES

STATUTES:

Idaho Code § 18-2601, EVIDENCE FALSIFIED OR CONCEALED AND WITNESSES INTIMIDATED OR BRIBED.....	4
Idaho Code § 18-3106, FALSE PRETENSES, CHEATS AND MISREPRESENTATIONS	4
Idaho Code § 28-2-209, FORM, FORMATION AND READJUSTMENT OF CONTRACT	3
Idaho Code § 45-1506, Manner of foreclosure	2
Idaho Code § 55-809, RECORDING TRANSFERS.....	4
Idaho Code § 6-401, Quiet Title Action	5

US CODE:

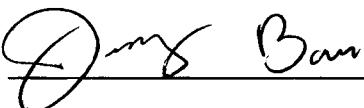
15 U.S.C. §§ 1-2, Sherman Antitrust Act, 15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty.....	3
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RULES:

Idaho Rules of Professional Conduct 1.7, CONFLICT OF INTEREST	4
---------------------------------------------------------------------	---

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



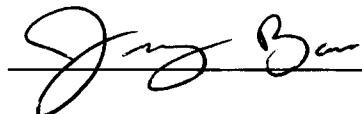
Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

1

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

FILED

2024 AUG 14 P 4:03

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

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

DEMAND FOR JURY

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

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

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

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

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

10
11 **4. Conflict of Interest:** The Trustee, IDEA Law Group, had a significant conflict of interest in the
12 foreclosure process due to its close relationship with Carrington Mortgage Services, as
13 detailed in the Defendant's Memorandum. This conflict compromised the fairness of the
14 foreclosure process and warrants dismissal of the Plaintiff's claims.

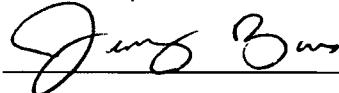
15
16 **5. No Hearing on Eviction:** The Plaintiff has not set or served notice of any hearing concerning
17 the eviction, which is a requirement for due process. The lack of a hearing further
18 invalidates the eviction proceedings.

19
20 WHEREFORE, Defendant respectfully requests that this Court:

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

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



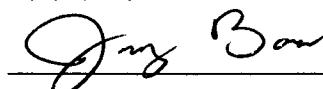
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CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant



Signature

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

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho
Residing at Coniston

Commission Expires: 1/28/25

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Ph: 208-549-9584
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**IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

DPW Enterprises LLC and Mountain Prime 2018 LLC.

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

DEMAND FOR JURY

I. Introduction

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

II. Additional Facts

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

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

3

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

14

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

20

21 **III. Legal Analysis**

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

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

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

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

8 According to Black's Law Dictionary:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3

4 D. Enforceability of Verbal Contracts in Idaho

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

8

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

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

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

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

20

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

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

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

4

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

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

11

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

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

18

19 **Summary:**

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

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

5

6 **E. Breach of Contract**

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

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

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

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

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

20

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

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

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

4

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

13

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

20

21 III. Conclusion

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

1 *Idaho Code § 45-1504* and related laws, and render the auction invalid under the law.
2 Furthermore, Carrington Mortgage Services' decision to proceed with the auction, despite a
3 binding payoff agreement, constitutes a breach of contract. The legal requirement for a public
4 auction is that it must be open, fair, and competitive, with the sale determined solely by the
5 highest bid received during the auction process, free from collusion or undue influence.

6

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

11

TABLE OF AUTHORITIES

12 **STATUTES:**

13 <i>Idaho Code § 28-2-201</i> : Statute of Frauds	8
14 <i>Idaho Code § 28-3-303</i> : Consideration	9
15 <i>Idaho Code § 29-110</i> : Consideration Required for Contracts	9
16 <i>Idaho Code § 45-1502</i>	5
17 <i>Idaho Code § 45-1504</i>	2
18 <i>Idaho Code § 45-1505</i>	5
19 <i>Idaho Code § 45-1506</i>	4
20 <i>Idaho Code § 45-1512</i>	5
21 <i>Idaho Code § 45-1513</i>	5
22 <i>Idaho Code § 55-809</i>	5
23 <i>Idaho Code § 9-503</i> : Evidence of Agreement	8

24 **US CODE:**

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

33 **SECONDARY SOURCES:**

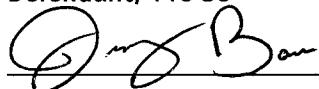
1	<u>Black's Law Dictionary Definition of "Public Auction"</u>	3
2		
3	CASES:	
4	<i>Idaho First Nat. Bank v. Bliss Valley Foods, Inc.</i> , 121 Idaho 266, 288, 824 P.2d 841, 863 (1991)	11
5	<i>Luzar v. Western Surety</i> , 107 Idaho 693, 696, 692 P.2d 337, 340 (1984)	11
6	<i>O'Dell v. Basabe</i> , 119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

Dated this 13 day of August 2024.

Respectfully submitted,

Jeremy L. Bass

Defendant/ Pro Se



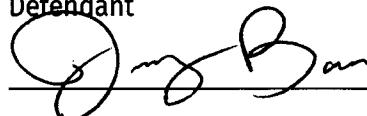
Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant



Signature

ACKNOWLEDGMENT
STATE OF IDAHO)
: SS.
County of NEZ PERCE COUNTY)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho
Residing at Clayton

Commission Expires: 11/28/2025

1

Evidence A

Advocacy

Amicus Briefs

Bankruptcy

IDEA

Junior Professionals

WILL

Event Planning

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IDEA

Inclusion Diversity Equity & Awareness "IDEA" Committee

ALFN values the individual differences within our member community, and the benefits that diversity and inclusion brings to our association. We continue providing access to opportunities regardless of race, ethnicity, gender, religion, age, sexual orientation, nationality, disability, appearance, geographic location, or professional level. The group meets quarterly and may schedule calls as necessary. The group hosts webinars with special guest speakers, submits topics for educational presentations that pertain to issues of interest from this committee, and helps to plan ALFN's Annual DEI Event each Spring - IDEA Summit.

The committee will work to:

- Promote greater diversity in the ALFN by helping recruit, support, and retain members and group participants from diverse backgrounds
- Assist the ALFN Board of Directors and CEO in the implementation of strategic initiatives proposed by the committee

inclusion in our member communities

- Communicate diversity and inclusion initiatives, actions and results to ALFN members and group participants

[Click here to join IDEA \(website login required\).](#)

IDEA Leadership Team:

- Chair (Attorney-Trustee or Associate member, can be an Attorney or Non-Attorney)
 - Maria Tsagaris, Esq. – McCalla Raymer Leibert Pierce – maria.tsagaris@mccalla.com (term ends 12/31/25)
- Vice Chair (Attorney-Trustee or Associate member, can be an Attorney or Non-Attorney)
 - Caren Castle, Esq. – IDEA Law Group – ccastle@idealawgroupllc.com (term ends 12/31/25, then moves to Chair for a 2-year term that ends 12/31/27)
- Servicer Co-Chairs (Servicer/GSE, can be an Attorney or Non-Attorney)
 - Candace Russell – Carrington Mortgage – candace.russell@carringtonms.com (term ends 12/31/25)
 - Steven Higgins-Prelle – Slaterock Asset Management – shiggins@owslp.com (term ends 12/31/25, may be re-elected for another 2-year term)
- Chair Emeritus (immediate past Chair) (Attorney-Trustee member, must be an Attorney)
 - Natalie Grigg, Esq. – Woods Oviatt Gilman – ngrigg@woodsdefaultservices.com (term ends 12/31/24)
- ALFN Staff Liaison
 - Susan Rosen – ALFN – srosen@alfn.org
- ALFN Board Liaison
 - Natalie Grigg, Esq. – Woods Oviatt Gilman LLP - ngrigg@woodsdefaultservices.com

Appointed Positions (Not Members of the Committees Leadership Team. Appointed by the Committees Leadership Team):

- Secretary (Attorney-Trustee or Associate member, can be an Attorney or Non-Attorney)
 - Christine Maggard, Esq. – Brock & Scott, PLLC - christine.maggard@brockandscott.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)

(Attorney-Trustee or Associate member or Servicer/GSE, can be an Attorney or non-Attorney. 1 Co-Chair must be an Attorney-Trustee or Associate Member)

- Ali Degan, Esq. - Knuckles & Manfro LLP - ad@kkmllp.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
- Julie York, Esq. - Brock & Scott - julie.york@braockandscott.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
- Membership Subcommittee – 2 Co-Chairs (Attorney-Trustee or Associate member or Servicer/GSE, can be an Attorney or non-Attorney. 1 Co-Chair must be an Attorney-Trustee or Associate Member)
 - Gina Daya - Diaz Anselmo & Associates, P.A. - gdaya@dallegal.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
 - Toni Klysz - Mortgage Legal Network - toni@mortgagelegalnetwork.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
- Resource Guide & Strategic Partnership Subcommittee – 2 Co-Chairs (Attorney-Trustee or Associate member or Servicer/GSE, can be an Attorney or non-Attorney. 1 Co-Chair must be an Attorney-Trustee or Associate Member)
 - Vacant Position (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
 - Vacant Position (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)

PRIMARY CONTACTS

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Susan Rosen
ALFN
srosen@alfn.org

Chair
Maria Tsagaris, Esq.
McCalla Raymer Leibert Pierce
maria.tsagaris@mccalla.com

Vice Chair
Caren Castle, Esq.
IDEA Law Group

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American Legal & Financial Network (ALFN)
A 501(c)6 Non-Profit Organization
10805 Sunset Office Drive, Suite 400
St. Louis, MO 63127
636-257-4500

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Evidence B

IMPORTANT EXPIRATION NOTICE

(Mortgagee non-payment of renewal premium)

Date mailed: September 5, 2023



The mortgagee on your policy has not paid the premium due to keep your policy in force.
Please make the payment below to void lapse in coverage

Billing summary

Amount past due	\$2,194.83
Current amount due	\$0.00
Expiration date	August 27, 2023
Total payment due on September 13, 2023	\$2,194.83

Payments and policy changes processed after September 4, 2023
will appear on the next bill.

Please see the following page for complete details on the policy on this account.

If you have already mailed a payment, please deduct the amount from the
Total payment due.

**IMPORTANT: To maintain coverage, please pay at least the Amount past due of
\$2,194.83 by September 13, 2023.**

Billing account

Jeremy L Bass

D572534745

Your Farmers agent

Albert M. Reagan

208-743-5441

618 D St Ste B

Lewiston, ID 83501

[areagan](#)

[@farmersagent.com](#)

Billing questions?

1-877-327-6392

7:00 am - 11:00 pm (CT) Mon-Fri
8:00 am - 8:00 pm (CT) Sat-Sun.

Manage and file a claim

Log on to [farmers.com](#) or
the Farmers® Mobile App, contact
your Farmers agent above, or call

1-800-435-7764 - 24/7

26-5097 04 18

Page 3 of 4



No stamp? No problem!

[Farmers.com/easy](#)

How to pay

Automatic payments. Save time and money, and don't worry about late payments.

Choose automatic payments in your [farmers.com](#) account or contact your agent to set up automatic payments.

Pay at [farmers.com/payments](#) – no registration is required.

Pay by mail. Send us this payment stub with your check or money order, made payable to Farmers Insurance Exchange. Please write your Account number on the check or money order.

Contact your Farmers agent to pay by phone or call us directly at 1-877-327-6392.

Account number	D572534745
Amount past due	\$2,194.83
Current amount due	\$0.00
Total payment due	\$2,194.83
Due date	September 13, 2023
Amount enclosed	\$

The returned payment charge for payments not honored by your bank is a maximum of \$25.00.

Payments received after the due date may incur a maximum Late Fee of \$15.00. See your policy declarations for additional details.

75D5725347450219483021948302194835554



Evidence C

**RECEIPT****Taxes**

Nez Perce County Treasurer
1230 Main Street
Lewiston, ID 83501
208-799-3030

Billing Date 01 Jul 2024 03:53 PM
Billing ID 468246

Payment Type	Debit Card
Card #	XXXXXXXXXXXX5551
Customer Name	Jeremy Bass
Email	
Phone	(208) 549-9584
Address	1515 21st Ave - 83501 Lewiston, ID
Parcel Number:	RPL0880010010A
Phone Number	(208) 549-9584
Payment Notes:	MASTER CARD DEBIT
Amount:	\$1256.74
Service Charge	\$30.04
	TOTAL
	\$1286.78

Signature

Thank you for using OnePlatform
GovPros
400 Renaissance Center Dr.
Suite 2600

Evidence D

Notice Date: 12/12/23

To: JEREMY L BASS
1515 21STAVE
LEWISTON ID 83501

Loan Number: 4000401948
FHA Case Number: 1212658354703
Mortgagor: JEREMY L BASS
Co-Mortgagor:
Property: 1515 21ST AVE
LEWISTON ID 83501

Payoff Quote

The figures in this quote are based on the payoff/closing date 01/01/24 provided to us. The total amount due to pay the loan in full is \$163,839.86. These figures are good through 01/01/24 subject to the conditions herein. Funds received after 01/01/24 will require an additional \$408.83 monthly interest. This Payoff Quote shall be good and effective until 01/01/24, after which it will be void and you must obtain another Payoff Quote. This loan is due for the 07/01/20 payment.

Breakdown of Amount Owed:

Unpaid Principal Balance:	\$112,136.62	Recording Cost:	\$.00
Interest at: 4.37500%	\$17,579.69	Recon/Release Cost:	\$.00
Principal & Interest Advance:	\$.00	Other Unpaid Expenses ¹ :	\$14,735.69
Escrow Shortage:	\$11,937.95	Late Charges:	\$57.00
PMI/MI Premium Due:	\$.00	Prepayment Penalty:	\$.00
Escrow Credit:	\$- .00	Deferred Pursuant to Loan Modification:	\$7,392.91
Suspense Balance:	\$.00		
		TOTAL AMOUNT TO PAY LOAN IN FULL:	\$163,839.86

Where to Send Payoff Funds:

Please send payoff funds to Carrington Mortgage Services, LLC using one of the options listed below. Failure to send a wire transfer or certified funds to the address below may cause the payoff funds to be returned or rejected, which will result in the accrual of additional interest.

Wire Transfer (Fastest Option)

For same day processing, Carrington must receive the full payoff amount before 2:00 PM EST. Include the following information with your wire transfer:

JPMorgan Chase Bank, N.A.
ABA# 021000021
Account# 758673552
Carrington Loan Number
Customer Name
Customer Property Address

Certified Funds (Cashier's Check or Money Order)

Make the check payable to Carrington Mortgage Services, LLC and include the Carrington Loan Number, Customer Name, Address, and indicate "Payoff Funds" on the check.

Please remit to the address below by Overnight or Regular Mail:

Carrington Mortgage Services, LLC
ATTENTION: CASHIERING
1600 South Douglass Road Suite 200A
Anaheim, CA 92806

Should you have any questions regarding this payoff quote, please contact Customer Service at 1-800-561-4567, Monday to Friday from 8:00 AM to 9:00 PM, Eastern Time.

Payoff Department
Carrington Mortgage Services, LLC

¹An itemization of the Other Unpaid Expenses will be listed on the following page(s) of this payoff quote.

Evidence E

**RECEIPT****Taxes**

Nez Perce County Treasurer
1230 Main Street
Lewiston, ID 83501
208-799-3030

Billing Date 01 Jul 2024 03:53 PM
Billing ID 468246

Payment Type	Debit Card
Card #	XXXXXXXXXXXX5551
Customer Name	Jeremy Bass
Email	
Phone	(208) 549-9584
Address	1515 21st Ave - 83501 Lewiston, ID
Parcel Number:	RPL0880010010A
Phone Number	(208) 549-9584
Payment Notes:	MASTER CARD DEBIT
Amount:	\$1256.74
Service Charge	\$30.04
	TOTAL \$1286.78

Signature

Thank you for using OnePlatform
GovPros
400 Renaissance Center Dr.
Suite 2600

Evidence F

RESIDENTIAL LEASE AGREEMENT

28th 2024

February 2024 2024

THIS LEASE (the "Lease") dated this 28th day of September, 2022

BETWEEN:

Jeremy Bass

(the "Landlord")

- AND -

Dwayne Pike

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Leased Property

1. The Landlord agrees to rent to the Tenant the room, municipally described as 1515 21st ave Unit C. (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. **No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord.**
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property, when available.
6. The Tenant and members of the Tenant's household **will not** smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property, except in the outside sitting area away from openings to the units.
7. The Tenant and members of the Tenant's household **will not** vape anywhere in the Property nor permit any guests or visitors to vape in the Property, except in the outside sitting area away from openings to the units.
8. Term
8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 28th, 2024 and continuing for a period of two years (the "Term"). The Tenant will receive a 1% discount on the Rent for the second year for signing the Lease early and for the 2 year agreement. After the initial Term, the Lease will continue on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Idaho (the "Act").

10. Rent

10. Subject to the provisions of this Lease, the rent for the Property is **\$700.00 per month (the "Rent")**.

11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's check.

12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

13. The Tenant will be charged an additional amount of **\$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date** and any mandatory grace period required under the Act, if any.

14. Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$700.00 (the "Security Deposit") which is a non-refundable amount for the soul use of maintenance.

15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits to which will count towards a final maintenance bill if applicable.

16 During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
3. unplugging toilets, sinks and drains;
4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

9. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and

10. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. Pet Fee

18. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$250.00 (the "Pet Fee").

19. Inspections

20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act. The property again referring to the room, not the common areas in which the landlord co-habits.

22. Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

3. removing or adding walls, or performing any structural alterations;

4. installing a waterbed(s);

5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

7. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

24. Utilities and Other Charges

25. Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

27. 26 The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

28. Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

29. Governing Law

27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Idaho.

28. Severability

28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

29. The invalidity or unenforceability of any provisions of this Lease **will not** affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

30. Amendment of Lease

30. This Lease may only be amended or modified by a written document executed by the Parties.

31. Assignment and Subletting

31. The Tenant **will not** assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

32. Additional Clause

32 Access to the common areas includes the basement kitchen, Bathroom, Laundry. There is no guest of the tenant that may be left unattended or stay overnight at any point without the landlord's written consent, and any guest must be introduced and known by the landlord due to the nature of the area and security reasons. Utilities (power, heating and cooling), Internet, and Water/Sewer/Garbage are all split and to be paid with rent. On average the utility services are \$200 a month per unit and any increase will be given in writing as this is included in the rental cost. The areas must be kept up with no trash or like items left about, and the common area must be kept clean. Room cleanliness is reason for ending the renting of the room if there are any health hazards created such as molding food or like scenarios. The landlord does work at night so reasonable accommodations will need to be worked out as time goes. Any issues need to be brought to the attention in writing and will be taken care of as soon as possible. Anything damaged in the common area by the tenant will be their responsibility to cover the replacement or work to fix which must be coordinated with the landlord.

32.2 If the Property is sold, the Lease will transfer with the Property, and the new owner will be bound by all the terms and conditions of this Lease.

32.3 The Landlord must pay out to the Tenant the sum of the Rent multiplied by the remainder of the months left in the Lease, unless specifically released from this requirement by the Tenant or Jeremy L. Bass.

33. Damage to Property

33. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

34. Maintenance

34. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

35. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

36. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the use of the Tenant, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

37. Where the Property has its own garden or grass area which is for the use of the Tenant, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

38. Care and Use of Property

38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

39. The Tenant **will not** engage in any illegal trade or activity on or about the Property.

40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

41. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

42. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by the landlord or assigned agent of the landlord. The Landlord will be

notified in advance as to the name, address and phone number of the person doing the inspections.

43. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

44. Rules and Regulations

44. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

45. Lead Warning

45. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

46. Mediation and Arbitration

46. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

47. Address for Notice

47 For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

1. Name: _____ *Done 25 Below*

2. Phone: _____

48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

1. Name: Jeremy Bass.

2. Address: 1515 21st ave.

The contact information for the Landlord is:

3. Phone: (208) 549-9584.

4. Email address: Quantum.J.L.Bass@RAWdeal.io.

49. General Provisions

49. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

50. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease **will not** operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-

performance and **will not** defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
52. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
53. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
55. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
56. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
57. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
58. This Lease constitutes the entire agreement between the Parties.
59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
60. Time is of the essence in this Lease.
61. The tenant is to have 1st & last month's rent, plus the security deposit and Pet deposit if applicable before moving in unless an agreement is already in writing with the landlord.

IN WITNESS WHEREOF Dwayne Pike and Jeremy Bass have duly affixed their signatures on this 28 day of February, 2024.

Jeremy Bass

Jeremy Bass

Dwayne Pike 28/24
Dwayne Pike (Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 28th day of February, 2024.

Jeremy P. Bass 2/28/24
Landlord (Tenant)

Lead-Based Paint Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Tracye Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: 28th day of
February, 2024

Jeremy Bass
Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the abovementioned reports and records; and
2. the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency. The link is provided and what the tenant is receiving.

Date: 28th day of
February, 2024

Tracye Pike 2/28/24
Tenant: Tracye Pike 2/28/24

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-yourhome>.

Asbestos Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: 28th day of
February, 2024

Jeremy Bass
Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 28th day of
February, 2024

Dwayne Pike
Tenant: Dwayne Pike

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

FILED

2024 AUG 19 A 9:51

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

*CLERK OF THE DISTRICT COURT
Nez Perce County
John Quincy*
DEPUTY

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
MOTION TO AMEND FILINGS
TO INCLUDE VERIFICATION

DEMAND FOR JURY

9
10 COMES NOW the Defendant, Jeremy L. Bass, Pro Se, and respectfully moves this Honorable Court
11 for leave to amend the following filings to include the necessary verification:

- 12 1. Motion to Dismiss and Strike Summons and Complaint, filed on August 14, 2024
13 2. Response to Summons and Complaint, filed on August 14, 2024
14 3. Memorandum in Support of Defendant's Response, filed on August 14, 2024

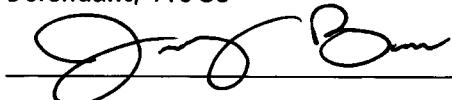
15
16 In support of this Motion, Defendant states as follows:

- 17 1. Due to an inadvertent omission, the above-referenced documents were filed without the
18 required verification under penalty of perjury.
19 2. The attached Verification corrects this omission and affirms that the contents of the
20 aforementioned documents are true and correct to the best of Defendant's knowledge.
21 3. Amending the filings to include verification is necessary to comply with procedural
22 requirements and to ensure the validity of the filings.

1 WHEREFORE, Defendant respectfully requests that this Court grant leave to amend the
2 previously filed documents to include the attached Verification..

Dated this 19 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MOTION TO AMEND FILINGS TO INCLUDE VERIFICATION to Plaintiffs on August 19th, 2024, at the following email address and postal address:

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

Jeremy L. Bass
Defendant



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 19 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole
Notary Public for Idaho

Residing at Devinton

Commission Expires: 10/27/2026

FILED

2024 AUG 19 A 9:51

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

PATTY G. WEEKS
CLERK OF THE DISTRICT COURT
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY DEPUTY
Juney

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

8 DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
VERIFICATION

9 **DEMAND FOR JURY**

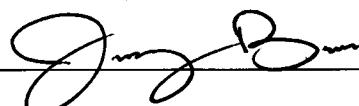
10 I, Jeremy L. Bass, declare under penalty of perjury under the laws of the State of Idaho that
11 the statements contained in the

- 12 • Motion to Dismiss and Strike Summons and Complaint
13 • Response to Summons and Complaint
14 • Memorandum in Support of Defendant's Response
15 • Motion for Appointment of Co-Counsel

16 and all other associated filings submitted on August 14, 2024, in the case DPW Enterprises LLC
17 and Mountain Prime 2018 LLC vs. Jeremy L. Bass, Case No. CV35-24-1063, are true and correct to
18 the best of my knowledge and belief.

Dated this 19 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this VERIFICATION to Plaintiffs on August 19th, 2024, at the following email address and postal address:

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

Jeremy L. Bass
Defendant



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 19 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole
Notary Public for Idaho
Residing at Lewiston

Commission Expires: 10/27/2026

1



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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Notice of Remote Hearing

NOTICE IS GIVEN That the above-entitled case is set for:

Hearing Type	Date	Time	Judge
Status Conference (Zoom)	09/17/2024	10:00 AM (Pacific)	Michelle M Evans

The Status Conference will take place remotely through **TELEPHONE OR VIDEO CONFERENCE**.

How to attend:

Online:
<https://zoom.us/join>
Meeting ID: 919 1521 1768
Password: 12345

By Telephone:
Toll free: (877) 853-5257 or (888) 475-4499
Meeting ID: 919 1521 1768
Password: 12345

If you are unable to access this remote hearing, then you must contact the Nez Perce County Courthouse at (208) 799-3040 immediately. You may also call this number if you require accommodations.

For a list of best practices and technical information about remote hearings, please go to <https://isc.idaho.gov/isc-zoom>.

It is the policy of the Idaho Supreme Court that court proceedings are presumed to be open to the public in the absence of a court rule providing or a court ordering otherwise. Thus, this proceeding may be live streamed to the public.

Patty Weeks
Clerk of the Court

Dated: 08/30/2024

By: Jenny Landrus
Deputy Clerk

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Lewis N. Stoddard
Jeremy Lee Bass

lewis@hwmlawfirm.com
Quantum.J.L.Bass@RAWdeal.io

[X] By E-mail
[X] By E-mail

Ken E. Nagy

kennagy@idaholegalaid.org

[X] By E-mail

Jeremy Lee Bass
1515 21st Ave
Lewiston ID 83501

[] By E-mail [X] By mail
[] By fax (number)
[] By overnight delivery / FedEx
[] By personal delivery

Patty Weeks
Clerk of the Court

Dated: 08/30/2024

By: Jenny Landrus
Deputy Clerk

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT</p> <p>Case No.: CV35-24-1063</p>
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COMES NOW, Plaintiffs by and through his counsel of record, Lewis N. Stoddard, and pursuant to I.R.C.P. 56 asks the Court for Judgment in their favor on their Complaint for Ejectment as against Defendants. This Motion is supported by the Idaho Rules of Civil Procedure, applicable Idaho case law, and the record in this matter which includes Plaintiff's Verified Complaint and exhibits thereto.

DATED This September 16, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION TO MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT</p> <p>Case No.: CV35-24-1063</p>
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COMES NOW, Plaintiffs by and through their counsel of record, Lewis N. Stoddard, and hereby submits this Memorandum in Support of Motion for Summary Judgment against Defendants and in Opposition to Defendant Jeremy L. Bass's Motion to Dismiss and Strike Summons and Complaint.

I. INTRODUCTION

Pursuant to a Trustee's Deed recorded in the Nez Perce County land records on March 4, 2024 as Instrument No. 912874, Plaintiffs are the owners of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501-3926 ("Property"). Under Idaho Code § 45-1506(11), Plaintiffs were entitled to possession of the Property on the tenth day following the sale; however,

as evidenced by the Answer filed in this matter by Defendant Jeremy L. Bass, who is the former owner of the property, and Dwayne Pike, who is a tenant residing in the Property, possession has been refused and both continue to occupy the Property.

As discussed in greater detail below, when the undisputed land records of Nez Perce County are considered in conjunction with well-established Idaho case law, it is clear that summary judgment is appropriate and Mr. Bass, as former owner of the Property, has no right to remain in the Property and his allegations against his prior lender and the Trustee under his Deed of Trust provide no defense as against Plaintiffs who are good-faith purchasers for value. With respect to the tenant of the Property, Mr. Pike, even accepting his contention that the Plaintiffs are required to honor his Lease, he is still subject to being ejected from the Property for non-compliance with the terms of the lease agreement due to non-payment of rent to Plaintiffs.

Accordingly, both should be ejected from the Property. For the same reasons that summary judgment in favor of Plaintiffs is proper, the Motion to Dismiss and Strike Summons and Complaint filed by Mr. Bass should also be denied.

II. STANDARD OF REVIEW

Idaho Rule of Civil Procedure 56(c) states, in pertinent part:

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

Id.

Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings, depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Sewell v. Neilsen, Monroe, Inc., 109 Idaho 192, 707 P.2d 81 (Ct. App. 1985); *Ambrose v. Buhl Joint School Dist. 412*, 126 Idaho 581, 887 P.2d 1034 (1994).

Additionally, the moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Badell v. Beeks*, 115 Idaho 101, 765 P.2d 126 (1988); *Celotex v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

Idaho courts have held that in order to forestall summary judgment, a party "must do more than present a scintilla of evidence, and merely raising the ' slightest doubt' as to facts is not sufficient to create a genuine issue." *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 871, 452 P.2d 362 (1969); *G&M Farms v. Funk Irrigation Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion "is merely colorable" or "is not significantly probative", relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, "the [non-moving party's] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue." *Edwards v. Conchemco, Inc.*, 111 Idaho 851, 727 P.2d 1279 (Ct. App. 1986). Further, with respect to a claimed affirmative defense, it is the obligation and burden of the non-moving defendant to support a claimed affirmative defense on a motion for summary judgment. *Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

III. STATEMENT OF UNDISPUTED FACTS

Based upon the pleadings in this case, public land records of Nez Perce County, and the statutory presumptions afforded to a trustee's deed, the following facts are undisputed.

1.) Jeremy L. Bass was the fee simple owner of the Property and pledge the property as security under a Deed of Trust which was recorded on October 30, 2009 as Instrument No. 774964 in the land records of Nez Perce County, Idaho. (Complaint, Ex. A.; Affidavit of Counsel, Ex. A.)

2.) A Notice of Default was recorded on August 17, 2022 as Instrument No. 902262 in the land records of Nez Perce County, Idaho, which default still existed at the time of sale. (*Id.*, Ex. A, (a); *See* Affidavit of Counsel, Ex. B.)

3.) Notice of the time and place of a Trustee's Sale was given via registered/certified mail, personal service upon all occupants of the Property and/or by posting on said premises, and by publication as more fully set forth in Affidavits recorded as Instrument Nos. 904186, 904187, 904188, 904189, and 904190. (Complaint, Ex. A, (b).)

4.) Following various postponements of the original Trustee's Sale,¹ a sale was reset for February 29, 2024 at 11:00 a.m. as evidenced by an Affidavit of Mailing recorded in the Nez Perce County land records on January 29, 2024 as Instrument No. 912340. (*See* Affidavit of Counsel, Ex. C.)

5.) Plaintiffs were the highest bidders at the Trustee's Sale, purchasing the Property for \$165,346.71, and a Trustee's Deed was executed on March 1, 2024 and recorded on March 2, 2024 as Instrument No. 912874 in the Nez Perce County land records. (Complaint, Ex. A.)

6.) Following the Trustee's Sale, on or about March 21, 2024, a Notice of Vacate was sent to Defendants informing them of the new owners of the Property and demanding that the Property be vacated. (Complaint, Ex. B.)

¹ Nez Perce County Court records indicate that Mr. Bass sought to stop the foreclosure by filing a Complaint for Injunctive and Declaratory Relief and Damages and seeking a Temporary Restraining Order in CV35-22-1875. An Opinion and Order on Motion to Dismiss and Strike Summons and Complaint was issued by the Honorable Mark T. Monson, on February 17, 2023. (Affidavit of Counsel, Ex. D.)

7.) With respect to any tenants of the Property, the Notice to Vacate specifically informed them of protections under the Protecting Tenants at Foreclosure Act and requested a copy of any written lease agreement and proof that all monthly rental payments due under the lease had been made, amongst other things. (*Id.*)

8.) The Notice to Vacate also informed any tenants that if they were a bona fide tenant with an expired lease, they had 90 days to vacate and that if they were a bona fide tenant they were required to make monthly lease payments during the remainder of the lease agreement. (*Id.*)

9.) The Notice to Vacate was sent via certified mail to the Defendants and records reflect was received on March 25, 2024. (*Id.*, Ex. E and F.)

10.) Records indicate that on March 26, 2024, Dwayne Pike called Plaintiffs' counsel in response to receipt of the Notice to Vacate advising that he couldn't find new housing on 3 days notice, asserting that his landlord believed the foreclosure to be illegal, requesting 90 days to vacate under the PTFA, and advising that he was on a month to month lease, and was requested to send a copy of the lease to Plaintiff's counsel so it could be reviewed, which Mr. Pike never provided.

(*Id.*, ¶ 8.)

11.) Records indicate that on March 28, 2024, Jeremy Bass called Plaintiffs' counsel in response to receipt of the Notice to Vacate advising that he could not vacate within 3 days as set forth in the Notice to Vacate and that his tenant in the basement was entitled to 90 days to vacate. Mr. Bass was asked for a copy of the lease agreement, which has never been provided. (*Id.*, ¶ 9.)

12.) Mr. Pike's Answer in this matter was the first time that a copy of the purported Lease entered on February 28, 2024 has ever been provided to Plaintiffs. (*Id.*, ¶ 10; Declaration of Mountain Prime 2018 LLC, ¶ 7; Declaration of DPW Enterprises LLC, ¶ 7.)

13.) To date, neither Plaintiffs nor Plaintiffs' counsel has received any rental payments under any purported lease agreement from Mr. Pike. (Counsel Aff., ¶11; Declaration of Mountain Prime 2018 LLC, ¶ 8; Declaration of DPW Enterprises LLC, ¶ 8.)

14.) Both Mr. Bass and Mr. Pike remain in possession of the Property and both are refusing to relinquish possession. (Response to Summons and Complaint, *generally*; *See also* Verified Answer and Affirmative Defenses, ¶ 5.)

IV. ARGUMENT

Summary Judgment is appropriate as the undisputed facts prove each of the elements necessary to support a claim for ejectment as against Mr. Bass as the former owner of the Property, and as against Mr. Pike as a tenant of the Property.

A. Summary Judgment is Appropriate as The Undisputed Facts Prove Each of the Necessary Elements for Ejectment from The Property.

In an action for ejectment, Plaintiff must only prove "(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession." *Pro Indiviso, Inc. v. Mid-Mile Holding Trust*, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998)(citation omitted).

Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless assertions of wrongful foreclosure against his prior lender and the Trustee which have no bearing on Plaintiffs' rights to the Property as a good faith purchaser. Mr. Pike, as a tenant has taken a different approach admitting that he is in possession of the Property, denying that Plaintiffs are entitled to possession and otherwise asserting that he is entitled to remain in the Property pursuant to the Protecting Tenants at Foreclosure Act of 2009 ("PTFA") which is an affirmative defense which is addressed in further detail below.

With respect to the element of ownership, it is undisputed that Plaintiffs are the owners of the Property by virtue of the trustee's sale of the Property and the issuance and recording of a trustee's deed. Pursuant to Idaho Code § 45-1506(11), "The purchaser at the trustee's sale shall be entitled to possession of the property on the tenth day following the sale, and any persons remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be tenants at sufferance."

The effect of a trustee's sale is set forth in Idaho Code § 45-1508, which states:

A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale.

See I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the "provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506," ie... the manner of foreclosure including notice of the sale. *See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc.*, 170 Idaho 649 (Idaho 2022).

Similarly, Idaho Code § 45-1510 provides that the recitals and affidavits in a Trustee's Deed are "**conclusive in favor of a purchaser in good faith for value** or any successor in interests thereof." (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory violation." *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that "the legislature did not intend for a sale to be set

aside once the trustee accepts the credit bid as payment in full.” Rather, the legislature’s interest was “in preserving the finality of title to real property.” *Id.* Thus, “a sale is final once the trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case).” *Id.*

Based upon the foregoing, the recitals and affidavits in the Trustee’s Deed for the Property confirm that Mr. Bass defaulted on his payment obligations, a Notice of Default was issued and recorded, a Notice of Trustee’s Sale was issued, notice was provided in multiple methods as required by Idaho Code, and a Trustee’s Sale held where Plaintiffs were the highest bidders at the sale, paying \$165,346.71 to purchase the Property.

These facts are ultimately conclusive as to Plaintiffs and cannot be challenged by Mr. Bass or Mr. Pike in an effort to retain title to the Property. Moreover, all of Mr. Bass’s allegations deal with his interaction with his prior lender and stem from conclusory allegations about the Trustee, neither of whom are parties to this suit, nor has he sought to bring into this action. While it certainly appears that Mr. Bass has a number of disputes with his previous lender or that he believes the actions of the Trustee and his lender were wrongful, those disputes do not allow him to retain title or possession of the Property. Rather, title to the property has passed to Plaintiff pursuant to the valid and recorded Trustee’s Deed leaving Defendant with no legal avenue to recover title.

As such, Mr. Bass has no option but to vacate the Property, which he has failed to do and as such, Judgment against him authorizing the Nez Perce County Sheriff to remove him from the Property is required. Mr. Pike similarly has no basis to remain in the Property pursuant to the PTFA where he is not in compliance with his purported lease because he has failed to pay his lease payments in a timely manner to Plaintiffs.

B. The Motion to Dismiss and Strike Summons and Complaint is Meritless and Should be Denied.

In connection with his Answer in this matter, Mr. Bass also filed what is titled as a Motion to Dismiss and Strike Summons and Complaint, through which he alleges 5 arguments, each of which appear to be defenses to the present action as opposed to valid grounds for dismissal of the Complaint outright. Mr. Bass fails to cite any rule or grounds upon which he is seeking dismissal which if considered under I.R.C.P. 12(b)(6) should be denied outright where all factual allegations must be construed in favor of the non-moving party, and when viewed through that lens clearly plead an entitlement to possession of the Property in this case. Even if Mr. Bass were moving for dismissal based upon some other uncited authority, his stated grounds are meritless for the following reasons.

First, Mr. Bass asserts that the underlying foreclosure is invalid because it's based upon an alleged "fraudulent instrument" which he contends is detailed in his Response; however, no such explanation is given in any of Defendant's filings. Mr. Bass makes reference to the Trustee's Deed being unrecorded; however, such a statement is false as evidenced by the recording stamp located on the top of the Trustee's Deed which is attached to Plaintiffs' complaint as Exhibit A. The omission of any other basis for claiming there is a fraudulent instrument is likely intentional where Mr. Bass asserted similar baseless allegations in his prior lawsuit where the court found it "inconceivable...that Mr. Bass would [make payments on a loan] that he did not actually enter into..." (Counsel Aff., Ex. D, pg. 5.) Accordingly, without support, Defendant presents no valid basis for dismissal.

Second, Mr. Bass asserts that the foreclosure action was somehow rigged, again without providing any evidence or explanation as to how it was rigged. In some parts of his pleadings he appears to contend that the sale was not openly held while in other parts he appears to claim that bidding should have been started at the fair market value of the Property. Ultimately, Mr. Bass

has not and cannot point to any legal or factual support for his position, and clearly fails to account for the fact that foreclosing lender can only bid what it is owed and what may be paid to purchase the Property beyond that is up to those interested purchasers in attendance. Moreover, the facts of the case refute Defendant's conclusory assertion and reflect that the Property was sold at a public sale to Plaintiffs who were third-party purchasers at the sale and who paid \$165,346.71 to purchase the Property. That Mr. Bass believed he had more equity is clearly refuted by the results of an open sale and he identifies no other basis upon which he believes the sale was improper.

Third, Mr. Bass contends that Plaintiffs have failed to join indispensable parties including both Carrington and the prior trustee because they played a role in the underlying non-judicial foreclosure. Again, Defendant's arguments are misplaced. In seeking possession of the premises, pursuant to a issued and recorded Trustee's Deed, Plaintiffs need only name those parties interfering with its possession which has been done. That Mr. Bass has issues with his prior lender and Trustee does not involve Plaintiffs who are good faith purchasers and thus they are not necessary parties to Plaintiffs' claim for ejectment.

Fourth, Mr. Bass claims that the Trustee had a conflict of interest. Again, if Mr. Bass has qualms with his prior lender or Trustee, he's free to litigate those claims, and in fact the record shows that he is fully aware of how to do so; however, his qualms do not involve Plaintiffs as good faith purchasers of the Property, nor do they create a basis for dismissal of a valid claim for possession.

Lastly, Mr. Bass claims that Plaintiffs' Complaint should be dismissed because he has not been served with a notice of any hearing concerning the eviction. Again his arguments are without merit as no such hearings have been set, and thus he has not been deprived of due process. Rather, the present motion is being set as is required by the Idaho Rules of Civil Procedure and a proper

hearing held.

For the forgoing reasons, the Motion to Dismiss is without merit.

C. Mr. Pike is Not Entitled to Remain in Possession Pursuant to a Lease which he is in Breach of for Non-payment of Rent.

In response to the Complaint for Ejectment, Mr. Pike has raised one affirmative defense which seeks to invoke the protections of the PTFA and to force Plaintiffs to honor a renewed Lease agreement that was allegedly entered into on February 28, 2024 one day prior to the non-judicial foreclosure sale of the Property, and which was never provided to Plaintiffs or their counsel until it was attached to Mr. Pike's Verified Answer and Affirmative Defenses. While Idaho law makes clear that it is Mr. Pike's burden to support his claimed affirmative defense on a motion for summary judgment, meaning it is his burden to show that the PTFA applies, for the following reasons, Mr. Pike cannot meet his burden. *See Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

For purposes of the present motion for summary judgment, even if the Court were to accept Mr. Pike's assertions that he is a Tenant under a bona fide lease and that Plaintiffs are required to honor his lease agreement under the Protecting Tenants at Foreclosure Act of 2009, Mr. Pike is still subject to being ejected from the Property for breach of his lease agreement due to non-payment of rent to Plaintiffs. Specifically, the Lease that Mr. Pike attaches to his Verified Answer in this matter provides in salient part as follows:

10. Rent
10. Subject to the provisions of this Lease, the rent for the Property is \$700 per month (the "Rent").
11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st Ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's Check.
13. The Tenant will be charged an additional amount of \$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date and any mandatory grace period required under the Act, if any...

See Verified Answer and Affirmative Defenses, pgs. 7-15.

With the foregoing in mind, the undisputed facts establish that Mr. Pike has not paid rent to Plaintiffs since they took ownership of the Property. Stated differently, under the terms of Lease that Mr. Pike seeks to enforce and seeks to have Plaintiffs' honor, Mr. Pike cannot show that he has timely paid all rent that has become due to Plaintiffs since Plaintiffs took ownership of the Property.

It is anticipated that Mr. Pike may assert two arguments in response. First, it is anticipated that Mr. Pike will assert that he has kept current with his rent obligations because he has continued to pay his rent directly to Mr. Bass, the former owner of the Property and second, that Plaintiffs have never demanded rent nor provided him with an address to tender rent to; however, both arguments fail where the Notice to Vacate served upon Mr. Pike informed him of both who the new owners of the Property were, the address for Plaintiffs' attorney of record and informed him of his obligation to continuing making all rent payments. Specifically, the Notice to Vacate that was sent and received by Mr. Pike at the end of March 2004 informed him as follows:

YOU ARE HEREBY NOTIFIED that the premises you are occupying was sold at a foreclosure sale on February 29, 2024 and was purchased by DPW Enterprises LLC and Mountain Prime 2018 LLC ("Property Owner"). A copy of the Trustee's/Sheriff's Deed is attached to this Notice. Pursuant to Idaho Code § 45-1506(11) the Property Owner is entitled to possession of the below referenced property after 10 days of the foreclosure sale...

If you are a tenant of the former owner of the property, and not a child, spouse, or parent of the former owner of the property, you may be entitled to additional rights as provided in the Protecting Tenants at Foreclosure Act of 2009. In order for us to determine on behalf of the Property Owner what rights you may have under the Protecting Tenants at Foreclosure Act of 2009, you must immediately forward to us the following:

- (a) a copy of your written lease (if an oral lease you must provide us a summary of the terms of your oral lease, including: the terms of the lease, monthly rental amount, and all other relevant least terms);

- (b) proof of your alleged monthly rental amount (proof may be in the form of a copy of your lease showing the rent amount, or, if an oral lease, copies of cancelled checks or money orders);
- (c) proof that all monthly rental payments due under the lease have been paid to date (proof may be in the form of copies of cancelled checks, money orders, or a signed statement from your landlord stating that you have paid your rent in full as required by your lease);
- (d) the names of all occupants of the Property who are over 18 years of age; and
- (e) indicate whether you are a Section 8 tenant.

If you are determined to be a bona fide tenant with an expired lease, the Property Owner hereby provides notice that your right to remain at the property expires no later than 90 calendar days after the service of this Notice. If you are still in possession of the property at that time, the Property Owner will immediately begin eviction proceedings against you.

If you believe you are a bona fide tenant with an unexpired lease or a bona fide tenant with an expired lease, you are required to make your required monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90 day notice of eviction period if your lease is expired.

See Complaint, Ex. B.

In the case at hand, and in response to the Notice to Vacate, Mr. Pike complied with none of the foregoing including failing to provide a copy of the Lease which was only recently attached to his Answer, failing to provide proof of all monthly rental payments due under the lease that had been paid and most importantly, failure to make his required monthly lease payments during the remainder of his lease agreement. According to the terms of the lease agreement, the following amounts would have had to have been paid to Plaintiffs to be in compliance with the Lease he now seeks to enforce:

April Rent:	\$700
Late Fee:	\$75
May Rent:	\$700
Late Fee:	\$75
June Rent:	\$700
Late Fee:	\$75
July Rent:	\$700
Late Fee:	\$75

August Rent:	\$700
Late Fee:	\$75
September Rent:	\$700
Late Fee:	\$75
TOTAL DUE:	\$4,650.00

See Verified Answer and Affirmative Defenses, pgs. 7-15.)

Here, Mr. Pike cannot support his affirmative defense that he is protected from eviction under the PTFA, where even assuming he were a bona fide tenant under a bona fide lease and Plaintiffs were entitled to honor his lease, he cannot prove that he is in compliance with the terms of the Lease having failed to pay each monthly rent payment to Plaintiffs who became owners of the Property on March 2, 2024,² which Mr. Pike was clearly made aware of at the end of March 2024.

Accordingly, summary judgment is proper with respect to Mr. Pike and he should be ejected from the Property.

V. CONCLUSION

Plaintiffs are the legal owners of the Property pursuant to a final and valid trustee's deed issued following a properly noticed and conducted Trustee's Sale. Plaintiffs were good faith purchasers and as such, are entitled to judgment as prayed for in Plaintiff's Complaint requiring that Defendant Jeremy Bass surrender the Property to Plaintiff and the Court should issue a Writ of Ejectment to the County Sheriff ordering that Jeremy Bass be removed from the Property and that Plaintiff have immediate possession thereof.

Plaintiffs are similarly entitled to a Writ of Ejectment ordering that Mr. Pike be removed from the Property and that Plaintiff have immediate possession thereof due to non-payment of rent under the terms of his Lease agreement dated February 29, 2024.

² I.C. § 6-303(2) provides that a tenant of real property is guilty of unlawful detainer "where he continues in possession, in person or by subtenant, without permission of his landlord, or successor in estate of his landlord, if any there be, after default in the payment of rent, pursuant to the lease or agreement under which the property is held..."

DATED This September 16, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>NOTICE OF HEARING VIA ZOOM ON PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT</p> <p>Case No.: CV35-24-1063</p> <p>Date: October 15, 2024 Time: 9:00 a.m. PST</p>
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PLEASE TAKE NOTICE, that on October 15, 2024 at 9:00 AM PST, or as soon thereafter as counsel may be heard, Plaintiff will call up and present for hearing its Motion for Summary Judgment via ZOOM before the Honorable Michelle M. Evans at the Nez Perce County Courthouse, Lewiston, Idaho.

Zoom ID: 91915211768

Password: 123456

DATED This September 16, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
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<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>DECLARATION OF COUNSEL IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT</p> <p>Case No.: CV35-24-1063</p>
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STATE OF IDAHO)
 : ss.
County of Ada)

LEWIS N. STODDARD, being first duly sworn, on oath deposes and says:

- 1.) I am one of the attorneys of record for plaintiff.
- 2.) Attached hereto as Exhibit A is a true and correct copy of the Deed of Trust that encumbered the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 and was recorded on October 30, 2009 as Instrument No. 774964 and which was foreclosed upon.
- 3.) Attached hereto as Exhibit B is a true and correct copy of the Notice of Default recorded on August 17, 2022 as Instrument No. 902262 in the land records of Nez Perce County,

Idaho.

4.) Attached hereto as Exhibit C is a true and correct copy of the Affidavit of Mailing pertaining to a Notice of Postponed Trustee's Sale, recorded on January 29, 2024 as Instrument No. 912340 in the land records of Nez Perce County, Idaho.

5.) Attached hereto as Exhibit D is a true and correct copy of an Opinion and Order on Motion to Dismiss and Strike the Summons and Complaint issued by the Honorable Mark T. Monson in Nez Perce County Case No. CV35-22-1875.

6.) On or about March 21, 2024, a Notice to Vacate was sent to Defendants a true and correct copy of which is attached as Exhibit B to the Complaint in this matter.

7.) Certified tracking numbers indicate that the Notice to Vacate was received by Defendants on or about March 25, 2024. Attached hereto as Exhibit E are true and correct copies of the certified mail tracking numbers, and attached hereto as Exhibit F are true and correct copies of the electronic results of each.

8.) On March 26, 2024, I received a call from Mr. Pike in response to the Notice to Vacate advising that he could not find new housing in 3 days, asserting that his landlord believed the foreclosure to be illegal, requesting 90 days to vacate under the PTFA, and advising that he was on a month to month lease, and was requested to send a copy of the lease to Plaintiff's counsel so it could be reviewed, which Mr. Pike never provided.

9.) On March 28, 2024, I received a call from Mr. Bass in response to the Notice to Vacate advising that he could not vacate within 3 days as set forth in the Notice to Vacate and that his tenant in the basement was entitled to 90 days to vacate. Mr. Bass was asked for a copy of the lease agreement, which was never provided.

10.) Mr. Pike's Answer was the first time that a copy of the purported Lease entered

into on February 28, 2024 was ever provided.

11.) To date, I've not received any rental payments under the February 28, 2024 Lease.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This September 16, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org Counsel for Dwayne Pike	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

EXHIBIT “A”

INST. NO.

774964

Return To:
BANK OF AMERICA, N.A.
CA6-914-01-42 DOC PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

FILED FOR RECORD
FEE 2100 REC. BY ALLIANCE TITLE

2009 OCT 30 PM 3 15

Prepared By:
ELIZABETH WILLIAMS

PATTY O. WEEKS
RECORDER, NEZ PERCE CO. ID.
BY [Signature] DEPUTY

[Space Above This Line For Recording Data]

[Case #]

State of Idaho

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **OCTOBER 16, 2009**. The Grantor is **JEREMY L BASS, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY**

("Borrower"). The trustee is
FIDELITY NATIONAL TITLE INSURANCE CO.

P.O. BOX 32695, PHOENIX, AZ 85064

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of **THE UNITED STATES**, and has an address of
101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of
ONE HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FOURTEEN and 00/100

Dollars (U.S. \$148,614.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **NOVEMBER 01, 2039**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in

NEZ PERCE County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: **RPL0880010010AA**

MERS FHA Deed of Trust-ID
2004N-ID (06/08).02(d/i)

Page 1 of 6

which has the address of

1515 21ST AVE., LEWISTON
[Street, City]

Idaho 83501-3926 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such

payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstate. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Area and Location of Property. The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider Growing Equity Rider Other [specify] _____
 Planned Unit Development Rider Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


JEREMY L. BASS

(Seal)
- Borrower

Aimee M. Bass
AIMEE BASS

(Seal)

A horizontal black line segment with a vertical dotted line segment intersecting it at its exact center.

(Seal)
- Borrower

—

(Seal)
- Borrower

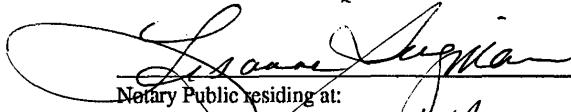
STATE OF IDAHO,

On this 23 day of Oct. 2009, before me,
Lisanne Bingman, a Notary Public in and for the said county and state,
personally appeared Jeremy L Bass & Aimee Bass

County ss:

~~Known~~ or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


 Notary Public residing at:
Clarkston WA
My Commission Expires: 1-10-14

LISANNE BINGMAN Notary Public State of Idaho

LEGAL DESCRIPTION EXHIBIT A

The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the recorded plat thereof. Records of Nez Perce County, Idaho



EXHIBIT “B”

Instrument # 902262

NEZ PERCE COUNTY, IDAHO
08-17-2022 08:14:59 AM No. of Pages: 2
Recorded for: IDEA LAW GROUP, LLC
PATTY WEEKS Fee: \$13.00
Ex-Officio Recorder Deputy Raquel Lewis
Index to: NOTICE/DEFAULT (211)
Electronically Recorded by Simplifile

AFTER RECORDING RETURN TO:
IDEA Law Group, LLC
4100 E. Mississippi Avenue, Suite 420
Denver, CO 80246

NOTICE: YOU ARE HEREBY NOTIFIED THAT THE AMOUNT OF YOUR INDEBTEDNESS TO THE BENEFICIARY, THEIR SUCCESSORS IN INTEREST AND/OR ASSIGNEES AS RECITED BELOW, AS OF AUGUST 1, 2022, IS \$139,529.94. INTEREST (PRESENTLY AT THE RATE OF 4.3750% PER ANNUM), AND FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER. UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF WITHIN 35 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT, THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 35-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 35 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

NOTICE: WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

NOTICE OF DEFAULT

BANK OF AMERICA, N.A., holder of the beneficial interest under the Deed of or transfer in trust executed by Jeremy L Bass, a married man as his sole and separate property, as Grantor(s), to Fidelity National Title Insurance Co. as successor Trustee and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Bank of America, N.A., its successors and assigns as beneficiary, and recorded October 30, 2009 as Instrument No. 774964, Mortgage Records of Nez Perce County, Idaho. An Appointment of Successor Trustee was recorded on August 9, 2022 under Instrument No. 902078. Said Deed of Trust was assigned on March 20, 2012 to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP by an instrument recorded under Instrument No. 799540, on March 30, 2012.

The beneficiary hereby gives notice that a breach of obligation for which such transfer is security has occurred, the nature of such breach being the failure to pay when due, under Deed of Trust Note:

The monthly payments for Principal and Interest Due from July 1, 2020 through August 1, 2022: and all subsequent payments until the date of sale or reinstatement

These payments include interest at the current rate of 4.375%.

The sum owing on the obligation secured by said Deed of Trust consists of the principal balance of \$112,136.62, together with interest and any advances plus foreclosure fees and costs. All delinquent amounts are now due, together with accruing late charges and interest, unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, and any amounts advanced to protect the security associated with this foreclosure.



On the following-described real property in said County:

The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the recorded plat thereof. Records of Nez Perce County, Idaho

The beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation.

DATED: 08/16/2022

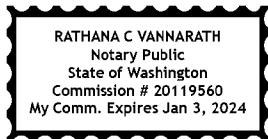
TRUSTEE:


Michael J. Newell, 1953
 Attorney at Law

STATE OF WA)
 COUNTY OF King County) ss:
)

On this 16th day of August, 2022, personally appeared Michael J. Newell, who acknowledged that he signed the within foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.





Notary Public:
 Name: Rathana Vannarath
 Residing at: King County
 My Appt. Expires: 01/03/2024

This Notarization was conducted using online audio/video technology.

For Information Call: 800-561-4567
 Bank of America, N.A.
 c/o Carrington Mortgage Services, LLC
 1600 S Douglass Rd
 Anaheim, CA 92806
 Ref: 48043908



EXHIBIT “C”

Instrument # 912340
NEZ PERCE COUNTY, IDAHO
01-29-2024 10:24:36 AM No. of Pages: 4
Recorded for: IDEA LAW GROUP, LLC
PATTY WEEKS Fee: \$19.00
Ex-Officio Recorder Deputy Mykayla Flores
Index to: AFF/MAILING (212)
Electronically Recorded by Simplifile

AFFIDAVIT OF MAILING

Reference No: [REDACTED]
Mailing Number: 0003314-01

STATE OF CALIFORNIA }
 }SS
COUNTY OF SAN DIEGO }

I, Aaron Ayala, declare as follows:

I am and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California.

That at the request of IDEA Law Group LLC on 1/24/2024, I deposited in the United States mail a copy of the attached document, in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- First Class Certified Certified Electronic Return Receipt
Certified Return Registered Registered International
First Class with Certificate of Mailing

Additional Services provided during the production of this mail order (if any):

None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

January 25 2024 San Diego, California
Date and Place

A. Ayala
Affiant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

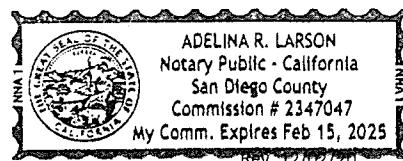
On January 25 2024 before me, Adelina R. Larson, personally appeared Aaron Ayala, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



[REDACTED]

**WE MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A
DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**

NOTICE OF POSTPONED TRUSTEE'S SALE

Pursuant to IC 45-1506 (8), you are hereby notified that the undersigned Trustee will on **February 29, 2024, at 11:00 a.m.** sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in Nez Perce County, State of Idaho.

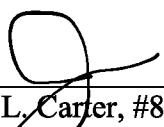
The East 25 feet of Lot 9 and all of Lot 10, Block 10 of Maplewood Addition to the City of Lewiston, according to the recorded plat thereof. Records of Nez Perce County, Idaho

Which is subject to that certain Deed of Trust recorded under Instrument Number 774964, in the Official Records of Nez Perce County.

Said Trustee's Sale was originally scheduled for December 30, 2022 pursuant to the Notice of Trustee's Sale recorded in the Official Records Nez Perce County, Idaho, under Instrument No. 904186, and was continued by public proclamation to January 27, 2023, and further continued to February 21, 2023, and further continued to March 17, 2023, and further continued to March 31, 2023, and further continued to April 27, 2023; and further continued to May 25, 2023, and further continued to June 22, 2023; and further continued to July 20, 2023, and further continued to August 17, 2023, and further continued to September 14, 2023, and further continued to October 12, 2023; and further continued to November 9, 2023, and further continued to December 7, 2023, and further continued to January 4, 2024, and further continued to February 1, 2024, and further continued to the date, time and place specified above.

DATED: 1/24/24

TRUSTEE

By 

Janaya L. Carter, #8226
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119
Phone: (877) 353-2146

Postal Class: First Class
Mail Date: 01/24/2024
Type of Mailing: Letter
Attachment: 0003314-01 000 0124WEB IDEA_Law000787

Sender: IDEA Law Group LLC
4530 S. Eastern Ave., Suite 10
Las Vegas NV 89119

0 (11)9690024868389803
Jeremy L. Bass
1515 21st Ave.
Lewiston, ID 835013926

1 (11)9690024868389834
Aimee M. Taylor
1515 21st Avenue
Lewiston, ID 83501

2 (11)9690024868389865
Aimee M. Taylor
42338 Waha Rd
Lewiston, ID 83501-7812

3 (11)9690024868389896
Aimee Marissa Taylor
1515 21st Avenue
Lewiston, ID 83501

4 (11)9690024868389940
Aimee Marissa Taylor
42338 Waha Rd
Lewiston, ID 83501-7812

5 (11)9690024868389988
Occupants
1515 21st Avenue
Lewiston, ID 83501

Postal Class: Certified - Ret
Mail Date: 01/24/2024
Type of Mailing: Letter
Attachment: 0003314-01 000 0124WEB IDEA_Law000787

Sender: IDEA Law Group LLC
4530 S. Eastern Ave., Suite 10
Las Vegas NV 89119

0 71969002484081749038
Jeremy L. Bass
1515 21st Ave.
Lewiston, ID 835013926

1 71969002484081749052
Aimee M. Taylor
1515 21st Avenue
Lewiston, ID 83501

2 71969002484081749069
Aimee M. Taylor
42338 Waha Rd
Lewiston, ID 83501-7812

3 71969002484081749090
Aimee Marissa Taylor
1515 21st Avenue
Lewiston, ID 83501

4 71969002484081749113
Aimee Marissa Taylor
42338 Waha Rd
Lewiston, ID 83501-7812

5 71969002484081749137
Occupants
1515 21st Avenue
Lewiston, ID 83501

EXHIBIT “D”

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

JEREMY L. BASS,

Plaintiff,

v.

MICHAEL NEWELL, Esq. at IDEA LAW
GROUP LLC, CARRINGTON MORTGAGE
SERVICES, and BANK OF AMERICA,

Defendants.

Case No. CV35-22-1875

OPINION AND ORDER ON MOTION TO
DISMISS AND STRIKE THE SUMMONS
AND COMPLAINT

THIS MATTER is before the Court on Defendant's *Motion to Dismiss and Strike the Summons and Complaint*.¹ The Court heard oral arguments on the matter on January 26, 2023. The Plaintiff Jeremy Bass appeared pro se. The Defendant Michael Newell appeared pro se.² The Court, having reviewed the briefs submitted by the parties, having heard arguments of counsel, and being fully advised in the matter, hereby renders its decision.

FACTUAL BACKGROUND

In September of 2008, the Plaintiff Jeremy Bass entered into a loan agreement with Zion's Bank for the purchase of property located in Lewiston, Idaho. Shortly after entering into

¹ Filed January 17, 2023.

² The other named defendants did not appear in this matter as it appears they have not been served with a summons.

the agreement Bass's loan was sold by Zion's to Bank of America. Bass asserts that he made payments on the promissory note until 2019 when he went into forbearance on the loan.³

It was during this forbearance period that Bass alleges he received a notice from Carrington Mortgage, the servicer of the deed of trust, attempting to "trick" him into signing a new promissory note.⁴ Bass asserts that he did not sign the new note but instead sought clarification from Land Title which then provided him with a letter of full reconveyance showing that his debt had been satisfied. Bass has asserted that despite the existence of the letter of full reconveyance, the Defendant Michael Newell, brought forth a new deed of trust which Bass alleges exhibits his forged signature.⁵

On August 16, 2022, Newell sent Bass a Notice of Default and a sale of the property was set for December 30, 2022. On December 12, 2022, Bass sent Newell a cease and desist letter asserting that the loan had been paid in full and that there is no outstanding debt with Bank of America. Bass also demanded that the scheduled sale of the property be halted.⁶ On December 27, 2022, Bass filed a *Complaint* against Newell, Bank of America, and Carrington Mortgage Services, seeking injunctive and declaratory relief, as well as damages for breach of contract and breach of the duty of good faith and fair dealing.⁷ Additionally, Bass issued a request for a temporary restraining order. These documents, as well as a Summons, were served upon Idea Law Group, LLC on December 29, 2022. However, in the Summons, Bass only listed Bank of America as the named Defendant. Bass did not serve the above documents on Michael Newell⁸ or either of the other named defendants Bank of America or Carrington Mortgage Services. On

³ It is asserted by the Defendant that Bass continued to make payments into 2020. *Affidavit in Support of Motion to Dismiss and Strike the Summons and Complaint*, Exhibit C.

⁴ *Complaint*, at 2.

⁵ Newell is the trustee appointed to effectuate the foreclosure

⁶ *Opposition to Defendant's Motion to Dismiss on Statute of Limitations Grounds*, Exhibit B.

⁷ It appears from the *Complaint* that the basis for these damages is the alleged forgery of loan documents.

⁸ *Affidavit in Support of Motion to Dismiss and Strike the Summons and Complaint*, pg. 2, paragraph 11.

January 17, 2023, Newell filed a Notice of Limited Appearance and a Motion to Dismiss and Strike Summons and Complaint.

ANALYSIS

The Defendant Michael Newell has moved to dismiss the complaint and strike the summons issued by the Plaintiff asserting numerous errors in both the Complaint and the summons.

1. Objections concerning the temporary restraining order

Newell asserts that the Plaintiff may not seek a temporary restraining order without an affidavit or a verification of the facts in his complaint. Further, Newell asserts that a temporary restraining order may not be issued by this Court as: 1) Bass failed to serve the other named defendants; 2) no hearing has been set on the matter; 3) and no bond has been issued. At the January 26, 2022 hearing on this matter this Court denied Bass's request for a temporary restraining order on the record. Therefore these issues are now moot and need not be further address in this written opinion.

2. Indispensable parties

Newell argues that – due to the Plaintiff's allegations of forgery – the title company, closing agent, and notary are all indispensable parties who must be named in this suit. Newell asserts that there are no allegations in the complaint that the named Defendants knew of the alleged forgery and therefore the action cannot be maintained and the matter must be dismissed. Bass acknowledges that indispensable parties are not currently named in the complaint but requests more time to name and serve all necessary parties.⁹

I.R.C.P. 21, captioned "Misjoinder and nonjoinder of parties," provides that misjoinder, and inferentially nonjoinder, "is not ground for dismissal of an action." It further provides that "(p)arties may be dropped or added by order of

⁹ *Opposition to Defendant's Motion to Dismiss and Strike Summons and Complaint*, at 1.

the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just.”

Holmes v. Henderson Oil Co., 102 Idaho 214, 216, 628 P.2d 1048, 1050 (1981). While the Court agrees with Newell’s assertion that the above mentioned parties are necessary to be joined, this issue can be remedied by an order from the Court, pursuant to Idaho Rule of Civil Procedure 19(a)(2), joining the parties. The failure of Bass to name these parties is not grounds for dismissal of his action.

3. Statute of Limitations

Newell asserts that there has never been an amendment to the contract signed by Bass. Further Newell argues that, as Bass entered into the mortgage in 2009, Bass’s asserted causes of action are barred by the Statute of Limitations. While not expressly stated by Newell, this Court finds this argument to be a motion to dismiss pursuant to I.R.C.P. 12(b)(6). Additionally, this Court has been presented with matters outside of the pleadings by both parties and therefore it must treat the motion to dismiss as a motion for summary judgment. *See Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 869, 406 P.3d 878, 881 (2017).

Summary judgment is proper if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. When considering whether the evidence in the record shows that there is no genuine issue of material fact, the trial court must liberally construe the facts, and draw all reasonable inferences, in favor of the nonmoving party. The moving party has the burden of establishing there is no genuine issue of material fact.

If the moving party has demonstrated the absence of a question of material fact, the burden shifts to the nonmoving party to demonstrate an issue of material fact that will preclude summary judgment. The nonmoving party must present evidence contradicting that submitted by the movant, and which demonstrates a question of material fact. However, a mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue of material fact for the purposes of summary judgment.

Johnson v. Wal-mart Stores, Inc., 164 Idaho 53, 56, 423 P.3d 1005, 1008 (2018) (internal citations omitted).

A party asserting that a fact ... is genuinely disputed must support the assertion by ... citing to particular parts of materials in the record, ... or by showing that the materials cited do not establish the absence ... of a genuine dispute. Thus, the party opposing summary judgment must bring to the trial court's attention evidence that may create a genuine issue of material fact . Mere conclusory allegations will not raise a genuine issue of material fact.

Gordon v. U.S. Bank Nat'l Ass'n, 166 Idaho 105, 119, 455 P.3d 374, 388 (2019) (internal citations omitted).

The trial court is not required to search the record looking for evidence that may create a genuine issue of material fact; the party opposing the summary judgment is required to bring the evidence to the court's attention.

Silicon Int'l Ore, LLC v. Monsanto Co., 155 Idaho 538, 552, 314 P.3d 593, 607 (2013).

Here, Bass asserts that the Statute of Limitations has not yet run on his claims for fraud or breach of contract as he only recently discovered the fraud that is the basis for these claims.¹⁰ While Bass asserts that his signature was forged as a basis for these claims, it does not appear to this Court that this assertion is supported in the record by any more than Bass's conclusory allegations. However, Newell has submitted copies of the Note and Deed of Trust, signed by Bass in 2009, to which Newell asserts no amendments were ever made. Based on the record presented this Court is constrained to find the only evidence of a signature by Bass which could have been forged dates back to 2009. Bass began to make payments to Zion's that year and continued to make payments on the Note until late 2020. It is inconceivable to this Court that Bass would do so believing that he did not actually enter into that agreement. Had he not entered

¹⁰ While Bass has not explicitly made a claim of fraud, he has raised allegations of forgery. Newell's motion to dismiss asserts that the statute of limitations has run on Bass's breach of contract and fraud claims.

into that agreement he would at least known or should have known of this alleged forged signature at that time. Bass's claims for both breach of contract and fraud are clearly barred by the statute of limitations.¹¹ Summary Judgment is appropriate and Bass's claims against Newell are dismissed.

4. Improper Summons and Service

Newell asserts that the summons issued by the Clerk of the Court is improper under the Idaho Rules of Civil Procedure. Newell asserts that the Summons should be stricken as it was not directed to him as a defendant and was not in the form provided in Idaho Rule of Civil Procedure 4(3)(b). The Summons served upon Idea Law Group listed only Bank of America as a named defendant. Therefore it failed to comply with Idaho Rule of Civil Procedure 4(a)(1)(G). Further, the summons issued appears to have been in the form required by Idaho Rules of Family Law Procedure 204 for use in family law proceedings rather than the proper form required pursuant to Idaho Rule of Civil Procedure 4(a)(3)(B). The Court finds that as to Defendant Michael Newell, the Summons as issued is improper and insufficient under the Idaho Rules of Civil Procedure and therefore it shall be stricken. The Court further finds that under Idaho Rule of Civil Procedure 4(c) service of process on Michael Newell is insufficient.

ORDER

IT IS HEREBY ORDERED that the Motion to Dismiss and Strike Summons and Complaint is GRANTED in part and DENIED in part, consistent with the above opinion.

DATED: February 17, 2023



MARK T. MONSON
District Judge

¹¹ The relevant Statute of Limitations are: 5 years for breach of contract, I.C. §5-216, and 3 years from the time of discovery by the aggrieved party, I.C. §5-218.

CERTIFICATE OF MAILING

I hereby certify that a true copy of the foregoing document was delivered via e-mail to:

Jeremy L. Bass
1515 21st Ave
Lewiston, ID 83501
Quantum.j.l.bass@rawdeal.io

- via first class mail
- via email

William L. Bishop
Michael J. Newell
Teresa Scherenberg
IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119
bbishop@idealawgroupllc.com
mnewell@idealawgroupllc.com
tscherenberg@idealawgroupllc.com

- via email
- via email
- via email

Dated: 2/17/2023 3:03:52 PM

PATTY O. WEEKS
Clerk of the Court

By _____
Deputy Clerk



EXHIBIT “E”



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 3/21/2024 3:34:30 PM	USPS Tracking/Article Number 9214 8901 9403 8300 0054 0635 24
First Class Mail Postage \$0.64	Certified Mail Postage \$7.36
Sent To JEREMY L. BASS 1515 21ST AVE. LEWISTON, ID 83501 ,	
Reference Information ID21698 Notice to Vacate	



Firm Mailing Book For Accountable Mail

Check type of mail or service

Name and Address of Sender

Halliday, Watkins & Mann PC
376 E 400 S STE 300
Salt Lake City UT 84111

- Adult Signature Required Priority Mail Express
- Adult Signature Restricted Delivery Registered Mail
- Certified Mail Return Receipt for Merchandise
- Certified Mail Restricted Delivery Signature Confirmation
- Collect on Delivery (COD) Signature Confirmation
- Insured Mail Restricted Delivery
- Priority Mail

Mailing Date 3/21/2024 3:34:39 PM	USPS Tracking/Article Number 9214 8901 9403 8300 0054 0636 85
First Class Mail Postage \$0.64	Certified Mail Postage \$7.36
Sent To CURRENT OCCUPANT 1515 21ST AVE. LEWISTON, ID 83501 ,	
Reference Information ID21698 Notice to Vacate	

EXHIBIT “F”

ALERT: TROPICAL STORM FRANCINE, FLOODING, AND SEVERE WEATHER IN THE SOUTHER...

USPS Tracking®

[FAQs >](#)**Tracking Number:**[Remove X](#)**92148901940383000054063524**[Copy](#)[Add to Informed Delivery](https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 9:42 am on March 25, 2024 in LEWISTON, ID 83501.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)[Feedback](#)

Delivered

Delivered, Left with Individual

LEWISTON, ID 83501

March 25, 2024, 9:42 am

[See All Tracking History](#)[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information[See Less ^](#)

[Remove X](#)**Tracking Number:****92148901940383000054063685**[Copy](#)[Add to Informed Delivery](https://informeddelivery.usps.com/)**Latest Update**

Your item was delivered to an individual at the address at 9:42 am on March 25, 2024 in LEWISTON, ID 83501.

Get More Out of USPS Tracking:[USPS Tracking Plus®](#)**Delivered****Delivered, Left with Individual**

LEWISTON, ID 83501

March 25, 2024, 9:42 am

[See All Tracking History](#)[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package)[See More ▼](#)[Track Another Package](#)

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>DECLARATION OF DPW ENTERPRISES LLC</p> <p>Case No.: CV35-24-1063</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

JEFF WANGSGARD, being first duly sworn, on oath deposes and says:

- 1.) I am one the managing member of DPW Enterprises LLC, a Utah limited liability company.
- 2.) I am over the age of 18 and have personal knowledge of the facts set forth herein.
- 3.) DPW Enterprises LLC is a Utah limited liability company which purchases real property at foreclosure sales across the mountain west.
- 4.) DPW Enterprises LLC partnered with Mountain Prime 2018 LLC, a Utah limited liability company for the purchase of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501.

5.) On February 29, 2024, DPW Enterprises LLC and Mountain Prime 2018 LLC, submitted a bid to purchase the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 (“Property”) for the sum of \$165,346.71, and were the highest bidders at the Trustee’s sale of the subject Property.

6.) Payment has been made and a Trustee’s Deed issued in favor of DPW Enterprises LLC and Mountain Prime 2018 LLC, which was recorded in the Nez Perce County land records on March 2, 2024 as Instrument No. 912874.

7.) Since becoming the owner of the Property, DPW Enterprises LLC has never been provided with a copy of the February 28, 2024 Lease entered into between the former owner Jeremy Bass and tenant Dwayne Pike until Mr. Pike filed his Answer in this matter.

8.) Since becoming owner of the Property DPW Enterprises LLC has received no rental payments from Mr. Pike as called for in the February 28, 2024 Lease.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This September 16, 2024.

By: /s/ Jeff Wangsgard
Capacity: Managing Member of DPW Enterprises,
LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>DECLARATION OF MOUNTAIN PRIME 2018 LLC</p> <p>Case No.: CV35-24-1063</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------

NATHAN MUELLER, being first duly sworn, on oath deposes and says:

- 1.) I am the managing member of Mountain Prime 2018, LLC, a Utah limited liability company.
- 2.) I am over the age of 18 and have personal knowledge of the facts set forth herein.
- 3.) Mountain Prime 2018, LLC is a Utah limited liability company which purchases real property at foreclosure sales across the mountain west.
- 4.) Mountain Prime 2018, LLC partnered with DPW Enterprises LLC for the purchase of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501.
- 5.) On February 29, 2024, DPW Enterprises LLC and Mountain Prime 2018 LLC,

submitted a bid to purchase the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 (“Property”) for the sum of \$165,346.71, and were the highest bidders at the Trustee’s sale of the subject Property.

6.) Payment has been made and a Trustee’s Deed issued in favor of DPW Enterprises LLC and Mountain Prime 2018 LLC, which was recorded in the Nez Perce County land records on March 2, 2024 as Instrument No. 912874.

7.) Since becoming the owner of the Property, Mountain Prime 2018, LLC has never been provided with a copy of the February 28, 2024 Lease entered into between the former owner Jeremy Bass and tenant Dwayne Pike until Mr. Pike filed his Answer in this matter.

8.) Since becoming owner of the Property Mountain Prime 2018, LLC has received no rental payments from Mr. Pike as called for in the February 28, 2024 Lease.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This September 16, 2024.

By: /s/ Nathan Mueller
Capacity: Managing Member of Mountain Prime
2018, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 16, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>AMENDED NOTICE OF HEARING VIA ZOOM ON PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT</p> <p>Case No.: CV35-24-1063</p> <p>Date: October 15, 2024 Time: 10:00 a.m. PST</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PLEASE TAKE NOTICE, that on October 15, 2024 at 10:00 AM PST, or as soon thereafter as counsel may be heard, Plaintiff will call up and present for hearing its Motion for Summary Judgment via ZOOM before the Honorable Michelle M. Evans at the Nez Perce County Courthouse, Lewiston, Idaho.

Zoom ID: 91915211768

Password: 123456

DATED This September 17, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this September 17, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt: Quantum.J.L.Bass@RAWdeal.io
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

KEN NAGY
Managing Attorney
Idaho Legal Aid Services, Inc.
2230 3rd Ave. North
Lewiston, Idaho 83501
Phone: (208) 413-9458
Fax: (208) 743-3261
Email: kennagy@idaholegalaid.org
Idaho State Bar #6176

ATTORNEY FOR DEFENDANT DWAYNE PIKE

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,)	CASE NO. CV35-24-1063
)	
Plaintiff,)	RESPONSE TO MOTIONS
v.)	OF CO-DEFENDANT
)	
Jeremy L. Bass, Dwayne Pike, and Current)	
occupant, and Unknown Parties in)	
Possession of the real property commonly)	
known as 1515 21 st Avenue, Lewiston,)	
Idaho 83501,)	
)	
Defendants.)	
)	

COMES NOW the Defendant Dwayne Pike (hereinafter "Defendant Pike"), by and through his attorney of record, Ken Nagy, of Idaho Legal Aid Services, Inc., and hereby responds to the following motions filed by Co-Defendant Jeremy L. Bass (hereinafter "Defendant Bass") in the above-entitled proceeding:

1. Motion for Appointment of Co-Counsel filed on August 14, 2024;

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**RESPONSE TO MOTIONS
OF CO-DEFENDANT**

2. Motion to Dismiss and Strike Summons and Complaint filed on August 14, 2024;

and

3. Motion to Amend Filings to Include Verification filed on August 19, 2024.

With regards to Defendant Bass' Motion for Appointment of Co-Counsel, it appears that said Motion repeatedly contains the same typographical error in that Defendant Bass has moved the Court to appoint "co-counsel" . . . for the Plaintiff". *Mtn.* at 1-3. However, it appears that Defendant Bass is seeking the appointment of an attorney to assist him with the proceeding, not the appointment of an attorney to assist the Plaintiff DPW Enterprises LLC and Prime 2018 LLC. If that is the case, Defendant Pike does not object to said Motion. However, in the event that Defendant Bass is seeking the appointment of an attorney to assist the Plaintiff with the proceeding, Defendant Pike objects as there is no legal authority upon which the Court may accomplish such an appointment.

With regards to Defendant Bass' Motion to Dismiss and Strike Summons and Complaint, Defendant Pike does not object to said Motion.

With regards to Defendant Bass' Motion to Amend Filings to Include Verification, Defendant Pike does not object to said Motion.

DATED this 17th day of September, 2024.

IDAHO LEGAL AID SERVICES, INC.

Ken Nagy
Attorney for Defendant Dwayne Pike

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

RESPONSE TO MOTIONS
OF CO-DEFENDANT

CERTIFICATE OF SERVICE

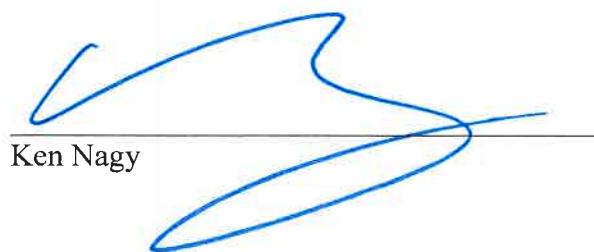
I HEREBY CERTIFY that on the 17th day of September, 2024, I caused to be served a full, true and accurate copy of the foregoing by the method indicated below, and addressed to the following:

Lewis N. Stoddard
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: (801) 355-2886
Fax: (801) 328-9714
Email: lewis@wmlawfirm.com

- U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
 i-Court

Jeremy L. Bass
1515 21st Ave.
Lewiston, ID 83501-3926
Email: Quantum.J.L.Bass@RAWdeal.io

- U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
 i-Court



Ken Nagy

KEN NAGY
Idaho Legal Aid Services, Inc.
Lewiston, Idaho

**RESPONSE TO MOTIONS
OF CO-DEFENDANT**

PAGE 3 OF 3

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 Bass, Dwayne Pike
Defendant.

Judge: Evans, Michelle M
Clerk: Jenny Landrus
Court Reporter: waived
Hearing Type: Status Conference

Case No. CV35-24-1063

Court Minutes

Date: 09/17/2024
Location: Courtroom 1

Parties Present:

Bass, Jeremy	Defendant-pro se
Nagy, Ken	Attorney of Record-Pike
Stoddard, Lewis	Attorney of Record-Plaintiff

Hearing Start FTR Time: 10:04 AM

Journal Entries:

- 100455 Court advises counsel there is not a court reporter available. Court asks if they would waive the court reporter.

100516 Mr. Bass questions Court. Court responds that it is being audio recorded.

100551 Mr. Nagy waives court reporter.

100600 Mr. Stoddard waives court reporter.

100626 Court in session for a status conference. Lewis Stoddard present by Zoom for plaintiff. Defendant Jeremy Bass present pro se. Ken Nagy present by Zoom for Dwayne Pike.

100700 Court reviews case.

100809 Court informs Mr. Nagy that the Court is familiar with Mr. Pike as he is a graduate of the mental health court program and asks if he would like a different judge assigned to this case.

100832 Mr. Nagy does not believe the Court would be biased in any way.

100858 Mr. Stoddard relays he has no objection as this is just an eviction action.

100913 Mr. Bass has no problem with proceeding with current judge assigned.

100921 Court addresses Mr. Bass and relays that his motions were not noticed for hearing. Court informs Mr. Bass that normally when you file a motion, you notice it up about fourteen days out. Court takes up issue raised that Mr. Bass wants a court appointed attorney in this matter. Generally, in a civil matter, the Court does not appoint counsel to represent a litigant, with certain exceptions.

101051 Mr. Bass addresses Court. He is pro se but it is not because he wants to be. He has tried for 2 years to obtain counsel. There is always a conflict of interest so he hasn't been able to secure counsel. Due to the complexity of the case, it is beyond his experience. He's asking the Court to appoint someone to help him at least and check his work.

101504 Court addresses Mr. Bass. In regards to civil cases, this is not one that would allow for appointment of counsel. Court discusses cases he referred to and relays some were not able to be located. This case is on the ejection issue. The Court declines to appoint an attorney at public expense to represent Mr. Bass. Court asks Mr. Bass if he has checked with the Idaho State Bar and the Legal Aid Clinic in Moscow?

101846 Mr. Bass responds. He has contacted over 100 firms in Oregon, Washington and Idaho. He has contacted Idaho Legal Aid, the U of I Law School. He has been looking for counsel for 2 years.

102205 Court asks Mr. Bass if he has tried lawyers in the area.

102228 Mr. Bass responds--yes. He has contacted every lawyer in Lewiston and Moscow. He then started in Coeur d' Alene, Pocatello and Boise. He has been looking in Washington and Oregon.

102525 Court addresses Mr. Bass further and explains the new public defense system starting October 1st. Court tells Mr. Bass that we cannot appoint a public defender to represent him.

102643 Mr. Bass believes he needs to object to preserve his right to appeal.

102706 Court notes his objection for the record. Court addresses parties as to the status of this case. The plaintiff has filed a motion for summary judgment. It is set for hearing on October 15th. Court addresses time frames to responds to motion for summary judgment. Court asks Mr. Nagy if he intends to file a response.

102748 Mr. Nagy informs the Court he has not received copies of the motion for summary judgment. Is that only against Mr. Bass?

102755 Court responds. It lists all defendants.

102810 Mr. Bass informs Court that he has not received that either.

102811 Court relays to parties that it was just filed yesterday. It looks like a copy was sent to Mr. Nagy through ICourts and one sent to Mr. Bass by mail.

102828 Mr. Stoddard says he would send an e-mail copy to Mr. Bass.

102846 Mr. Nagy states it's very odd that he didn't received notice from the Court that there was an ICourt filing.

102910 Court relays that he is listed as counsel for Mr. Pike on computer and confirms e-mail.

102943 Mr. Stoddard tells Mr. Nagy that he can send him a copy as well. It has been his experience that when that happens there wasn't a box checked for the appropriate service contact at the bottom of the ICourts filing page when you file your appearance.

103022 Mr. Nagy states that he will check on that.

103028 Court reviews status of case at this point. We do have that motion for summary judgment that will need to be responded to and the hearing is set for October 15th at 9:00 a.m. Court asks Mr. Bass if he has access to look at the civil rules online.

103057 Mr. Bass responds that he does.

103100 Court directs him to look at Rule 56, which is what is referenced in the motion. It will give you time frames for filing documents. Court discusses filing a response with Mr. Bass.

103141 Mr. Bass responds.

103151 Court will hear argument and issue a written decision. Do we need to set this for anything else at this time or just deal with it at the motion for summary judgment hearing?

103230 Mr. Bass responds.

103258 Court addresses motions still pending.

103322 Court takes up the motion to amend filings to include verification. Court asks Mr. Stoddard and Mr. Nagy if they have any objection to that motion.

103330 Mr. Stoddard indicates that he hasn't received a copy of that so he doesn't know what's contained in it. If it's just to add a page declaring that it's true and correct, he doesn't have an issue with that. However, without having seen it he doesn't know the scope of the request.

103400 Court relays that in the certificate of mailing it says it was e-mailed and mailed to Mr. Stoddard. It does not look like a copy went to Mr. Nagy.

103442 Mr. Bass indicated that he handed Mr. Pike a copy because he is his tenant.

103451 Court informs Mr. Bass that all filings have to go to Mr. Pike's attorney.

103500 Mr. Nagy states that Mr. Bass filed his motions and response the same day that Mr. Nagy appeared in this case. Mr. Nagy received a copy of those documents from his client that Mr. Bass gave him. Mr. Nagy also relays that Mr. Pike does not have any objection to these motions.

103540 Mr. Bass addresses Court. He will send copies to Mr. Pike's attorney from now on.
103557 Court addresses Mr. Stoddard about the motions.

103625 Mr. Stoddard responds. With respect to the motion to dismiss and strike the summons and complaint. He is fine with setting those at the same time as the motion for summary judgment on 10/15. He addressed the issues in his declaration for the motion for summary judgment. Unless Mr. Bass wants an earlier hearing, it makes the most sense to set it at the same time as the motion for summary judgment. He has not received the motion for verification.

103755 Court relays to counsel what dates the motions were filed.

103810 Mr. Stoddard will follow up on that.

103833 Court addresses the motion to dismiss and strike summons and complaint. It sounds like the plaintiff is willing to have that on 10/15 along with the motion for summary judgment. Court asks Mr. Bass if that works for him.

103852 Mr. Bass responds.

103907 Court indicates we could hear it sooner if you wanted to. There is availability on 10/1 and 10/8, otherwise we can hear it on 10/15.

103931 Mr. Bass responds. He thinks we should hear it before the motion for summary judgment on 10/15. It would work for him on 10/8.

104019 Court has 10/8 at 9:00 available to hear the motion if that works for everyone.

104045 Mr. Nagy states he plans on filing a notice of no objection to the motion to add verification. He asks if he would have to appear at the hearing.

104100 Court would not require him to appear at the hearing if he files a notice of no objection.

104101 Mr. Nagy relays that he is not sure Mr. Stoddard is understanding the motion that Mr. Bass filed. Mr. Bass is just seeking to add a verification to his filings, not to require the plaintiff to add a verification to their filings. He's guessing that when Mr. Stoddard reviews that motion, he won't have an objection either.

104138 Court reminds counsel that Mr. Bass also has the motion to dismiss complaint and strike the summons and complaint that Mr. Bass is asking to have heard on 10/8.

104200 Mr. Stoddard states the 10/8 date is fine if he wants to hear it then. His opposition has already been filed in his memorandum in support of motion for summary judgment.

104226 Court will hear the motion to dismiss and strike summons and complaint on 10/8 at 9:00 a.m. by Zoom.

104302 Mr. Nagy confirms that he will be filing a notice of no objection to both of the motions.

104308 Court relays Mr. Nagy will not need to appear on 10/8 but will need to appear 10/15 for the motion for summary judgment. Court instructs Mr. Stoddard to file a notice of no objection to the motion to add verification or let the Court know otherwise at the hearing on 10/8.

104341 Mr. Stoddard addresses Court.

104410 Court will take up the motion to dismiss on 10/8 at 9:00 a.m. by Zoom. Also the motion for summary judgment on 10/15 at 9:00 a.m. by Zoom.

104434 Mr. Nagy asks Court if they want to hear both of the eviction issues for Bass and Pike at the same hearing if the summary judgment is not granted or should those be bifurcated.

104455 Court clarifies question.

104458 Mr. Nagy addresses Court. The issues are different.

104514 Court will see where we go with the two dispositive motions.

104535 Mr. Nagy addresses Court.

104540 Court could consider that but not prepared to decide that at this point.

104630 Recess

Hearing End FTR Time: 10:47 AM

FILED
2024 SEP. 20 PM04:02
PATTY O. WEEKS
CLERK OF THE DIST COURT
Patty O. Weeks
DEPUTY

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,)	CASE NO.CV 35-24-1063
)	
v.)	ORDER DENYING MOTION
)	TO APPOINT COUNSEL
Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:)	
)	
1515 21 st Ave., Lewiston, ID 83501,)	
)	
Defendant.)	
)	

The Court, having considered the Defendant Jeremy Bass' Motion for Appointment of Co-Counsel, and having heard argument on September 17, 2024, for reasons articulated on the record
HEREBY DENIES the motion.

Dated this 20th day of September, 2024.

M. Evans
MICHELLE M. EVANS-District Judge

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Lewis N. Stoddard lewis@hwmlawfirm.com [X] By E-mail
Jeremy Lee Bass Quantum.J.L.Bass@RAWdeal.io [X] By E-mail
Ken E. Nagy kennagy@idaholegalaid.org [X] By E-mail
Jeremy Lee Bass 1515 21st Ave [X] By mail
Lewiston ID 83501

Dated: September 20, 2024

Patty Weeks
Clerk of the Court

By: Jelly Bass
Deputy Clerk



Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>SECOND AMENDED NOTICE OF HEARING VIA ZOOM ON PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT</p> <p>Case No.: CV35-24-1063</p> <p>Date: October 22, 2024 Time: 10:00 a.m. PST</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PLEASE TAKE NOTICE, that on October 22, 2024 at 10:00 AM PST, or as soon thereafter as counsel may be heard, Plaintiff will call up and present for hearing its Motion for Summary Judgment via ZOOM before the Honorable Michelle M. Evans at the Nez Perce County Courthouse, Lewiston, Idaho.

Zoom ID: 91915211768

Password: 123456

DATED This October 1, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this October 1, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt: Quantum.J.L.Bass@RAWdeal.io
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

**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,

Plaintiffs,

v.

Jeremy L. Bass; Dwayne Pike; and Unknown
Parties in Possession of the real property
commonly known as:

1515 21st Ave., Lewiston, ID 83501,

Defendants.

**NOTICE OF NON-OPPosition TO
DEFENDANT JEREMY L. BASS'
MOTION TO AMEND FILINGS TO
INCLUDE VERIFICATION**

Case No.: CV35-24-1063

PLEASE TAKE NOTICE, that Plaintiff has reviewed and received a copy of the Motion
to Amend Filings to Include Verification filed by Jeremy L. Bass and does not oppose the motion.

DATED This October 1, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this October 1, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt: Quantum.J.L.Bass@RAWdeal.io
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

KEN NAGY
Managing Attorney
Idaho Legal Aid Services, Inc.
2230 3rd Ave. North
Lewiston, Idaho 83501
Phone: (208) 413-9458
Fax: (208) 743-3261
Email: kennagy@idaholegalaid.org
Idaho State Bar #6176

ATTORNEY FOR DEFENDANT DWAYNE PIKE

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)	CASE NO. CV35-24-1063
Prime 2018 LLC,)	
Plaintiff,)	AFFIDAVIT OF DWAYNE PIKE IN
v.)	SUPPCRT OF DEFENDANT PIKE'S
Jeremy L. Bass, Dwayne Pike, and Current)	RESPONSE TO PLAINTIFF'S MOTION
occupant, and Unknown Parties in)	FOR SUMMARY JUDGMENT
Possession of the real property commonly)	
known as 1515 21 st Avenue, Lewiston,)	
Idaho 83501,)	
Defendants.)	
)	

DWAYNE PIKE, being first duly sworn on oath, deposes and says:

1. I am a named defendant in the above-entitled proceeding.
2. I currently reside at 1515 21st Avenue, Unit C, Lewiston, Idaho 83501, a portion of the real property that is the subject of this action.

AFFIDAVIT OF DWAYNE PIKE IN
SUPPORT OF DEFENDANT PIKE'S
RESPONSE TO PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT

3. I hold possession of said real property pursuant to a Residential Lease Agreement (hereinafter “Lease”) that I entered into with the then-owner of said real property, Jeremy L. Bass (hereinafter “Defendant Bass”), on the 28th day of February, 2024, a copy of which is attached hereto as Exhibit “A”. The Lease expressly obligates me to pay rent to Defendant Bass in the amount of \$700.00 per month.

4. The Lease remains currently in effect and has not been terminated or modified by Defendant Bass or any other individual entity in any way.

5. I receive a Section 8 housing voucher subsidy from the Idaho Housing and Finance Association (hereinafter “IHFA”) for partial payment of the rent in the amount of \$423.00 per month. IHFA had been paying its portion of the rent to Defendant Bass and since the Plaintiff foreclosed upon the real property at issue herein, has been paying its portion of the rent to the Plaintiff. I have always and continue to pay the remaining rental amount owing under the Lease in the amount of \$277.00 per month to Defendant Bass.

6. I am current on my portion of the rental payment to Defendant Bass and IHFA is current on its portion of the rent. I have not violated any other provision of the Lease.

7. I have never received any notice from the above-named Plaintiff to send rental payments to anyone other than Defendant Bass. Instead, I received a Notice to Vacate from the Plaintiff which instructed me to “make [my] required monthly lease payments during the remainder of [my] lease agreement. . . .” I have complied with that directive from the Plaintiff by continuing to make my monthly rental payments to Defendant Bass.

8. I have received legal documents that the Plaintiff has filed with the Court alleging that it is the owner of the real property at issue herein. I am aware that issue is currently subject to

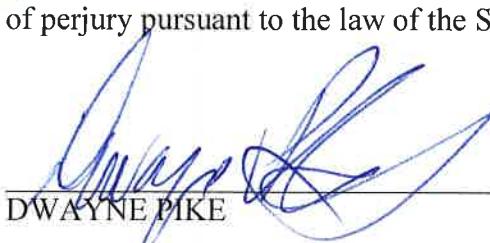
dispute and I have no knowledge who is in fact the current legal owner of the real property at issue herein. I have therefore complied with the provisions of the Lease and the directive contained in the Plaintiff's Notice to Vacate by remaining current on my rental payments to Defendant Bass.

9. I have never received any notice, written or verbal, from the Plaintiff or any other individual or entity which has stated that I am in default on the rent with regards to the real property at issue in this proceeding. Furthermore, I have never received any notice, written or verbal, from the Plaintiff or any other individual or entity which directed me to pay the rent to anyone other than Defendant Bass.

10. Further your affiant sayeth naught.

DATED this 26th day of August, 2024.

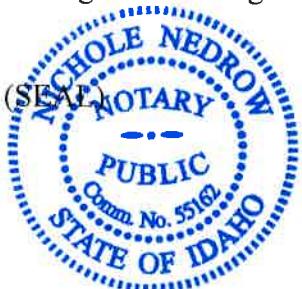
I HEREBY CERTIFY under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.



DWAYNE PIKE

STATE OF IDAHO)
: ss
County of Nez Perce)

I, Nicole Nedrow, a Notary Public do hereby certify that on this 26th day of August, 2024, personally appeared before me DWAYNE PIKE, being by me first duly sworn, declared that he is a Defendant in the above entitled matter and that he signed the foregoing document as such and that the statements therein contained are true.



Nicole Nedrow
Notary Public in and for the State of Idaho
Residing at: Lewiston, Idaho
My Commission Expires: 11/12/2027

AFFIDAVIT OF DWAYNE PIKE IN
SUPPORT OF DEFENDANT PIKE'S
RESPONSE TO PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT

CERTIFICATE OF SERVICE

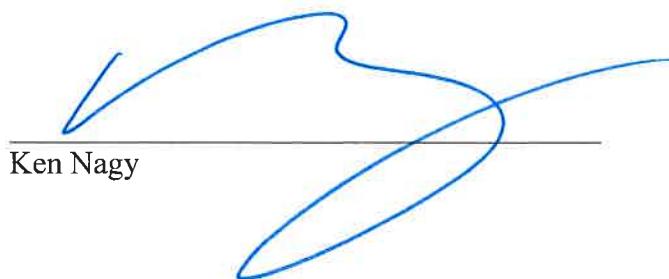
I HEREBY CERTIFY that on the 1st day of October, 2024, I caused to be served a full, true and accurate copy of the foregoing by the method indicated below, and addressed to the following:

Lewis N. Stoddard
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: (801) 355-2886
Fax: (801) 328-9714
Email: lewis@wmlawfirm.com

- U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
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Jeremy L. Bass
1515 21st Ave.
Lewiston, ID 83501-3926
Email: Quantum.J.L.Bass@RAWdeal.io

- U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
 i-Court



Ken Nagy

A handwritten signature in blue ink, appearing to read "Ken Nagy". It is written in a cursive style with a large, sweeping loop on the right side.

RESIDENTIAL LEASE AGREEMENT

28th 2024

February 2024

THIS LEASE (the "Lease") dated this 1st day of September, 2022

BETWEEN:

Jeremy Bass

(the "Landlord")

- AND -

Dwayne Pyle

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Leased Property

1. The Landlord agrees to rent to the Tenant the room, municipally described as 1515 21st ave Unit C. (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. **No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord.**
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property, when available.
6. The Tenant and members of the Tenant's household **will not** smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property, except in the outside sitting area away from openings to the units.
7. The Tenant and members of the Tenant's household **will not** vape anywhere in the Property nor permit any guests or visitors to vape in the Property, except in the outside sitting area away from openings to the units.
8. Term
8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 28th, 2024 and continuing for a period of two years (the "Term"). The Tenant will receive a 1% discount on the Rent for the second year for signing the Lease early and for the 2 year agreement. After the initial Term, the Lease will continue on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

EXHIBIT "A"

9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Idaho (the "Act").

10. Rent

10. Subject to the provisions of this Lease, the rent for the Property is **\$700.00 per month (the "Rent")**.

11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's check.

12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

13. The Tenant will be charged an additional amount of **\$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date** and any mandatory grace period required under the Act, if any.

14. Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$700.00 (the "Security Deposit") which is a non-refundable amount for the soul use of maintenance.

15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits to which will count towards a final maintenance bill if applicable.

16 During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
3. unplugging toilets, sinks and drains;
4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

9. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and

10. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. Pet Fee

18. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$250.00 (the "Pet Fee").

19. Inspections

20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act. The property again referring to the room, not the common areas in which the landlord co-habits.

22. Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

3. removing or adding walls, or performing any structural alterations;

4. installing a waterbed(s);

5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

7. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

24. Utilities and Other Charges

25. Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

27. 26 The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

28. Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

29. Governing Law

27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Idaho.

28. Severability

28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

29. The invalidity or unenforceability of any provisions of this Lease **will not** affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

30. Amendment of Lease

30. This Lease may only be amended or modified by a written document executed by the Parties.

31. Assignment and Subletting

31. The Tenant **will not** assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

32. Additional Clause

32 Access to the common areas includes the basement kitchen, Bathroom, Laundry.

. There is no guest of the tenant that may be left unattended or stay overnight at any point without the landlord's written consent, and any guest must be introduced and known by the landlord due to the nature of the area and security reasons.

Utilities (power, heating and cooling), Internet, and Water/Sewer/Garbage are all split and to be paid with rent. On average the utility services are \$200 a month per unit and any increase will be given in writing as this is included in the rental cost. The areas must be kept up with no trash or like items left about, and the common area must be kept clean. Room cleanliness is reason for ending the renting of the room if there are any health hazards created such as molding food or like scenarios. The landlord does work at night so reasonable accommodations will need to be worked out as time goes. Any issues need to be brought to the attention in writing and will be taken care of as soon as possible. Anything damaged in the common area by the tenant will be their responsibility to cover the replacement or work to fix which must be coordinated with the landlord.

32.2 If the Property is sold, the Lease will transfer with the Property, and the new owner will be bound by all the terms and conditions of this Lease.

32.3 The Landlord must pay out to the Tenant the sum of the Rent multiplied by the remainder of the months left in the Lease, unless specifically released from this requirement by the Tenant or Jeremy L. Bass.

33. Damage to Property

33. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

34. Maintenance

34. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

35. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

36. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the use of the Tenant, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

37. Where the Property has its own garden or grass area which is for the use of the Tenant, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.

38. Care and Use of Property

38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

39. The Tenant **will not** engage in any illegal trade or activity on or about the Property.

40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

41. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

42. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by the landlord or assigned agent of the landlord. The Landlord will be

notified in advance as to the name, address and phone number of the person doing the inspections.

43. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

44. Rules and Regulations

44. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

45. Lead Warning

45. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

46. Mediation and Arbitration

46. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

47. Address for Notice

47 For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

1. Name: Sure & below

2. Phone: _____

48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

1. Name: Jeremy Bass.

2. Address: 1515 21st ave.

The contact information for the Landlord is:

3. Phone: (208) 549-9584.

4. Email address: Quantum.J.L.Bass@RAWdeal.io.

49. General Provisions

49. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

50. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease **will not** operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-

performance and **will not** defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

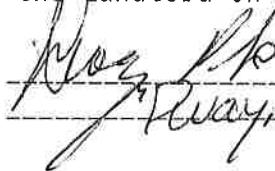
51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
52. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
53. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act..
55. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
- 56 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
57. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
58. This Lease constitutes the entire agreement between the Parties.
59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
60. Time is of the essence in this Lease.
61. The tenant is to have 1st & last month's rent, plus the security deposit and Pet deposit if applicable before moving in unless an agreement is already in writing with the landlord.

IN WITNESS WHEREOF Dwayne Pike and Jeremy Bass have duly affixed their signatures on this 20th day of February, 2024.

Jeremy Bass

(Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 28 day of February, 2024.


Jeremy Pfe
Tenant)

Lead-Based Paint Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

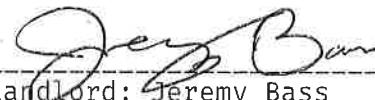
Tenant: Jeremy Pfe

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
- 2 The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: 28 day of
February, 2024

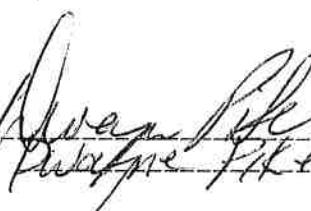

Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the abovementioned reports and records; and
2. the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency. The link is provided and what the tenant is receiving.

Date: 28 day of
February, 2024


Tenant: Jeremy Pfe

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-yourhome>.

Asbestos Disclosure

Property: 1515 21st ave.
Landlord: Jeremy Bass
Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the

Date: 28th day of
February, 2024

Property: J. Bass
Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 28th day of
February, 2024

Tenant: Dwayne Pike

KEN NAGY
Managing Attorney
Idaho Legal Aid Services, Inc.
2230 3rd Ave. North
Lewiston, Idaho 83501
Phone: (208) 413-9458
Fax: (208) 743-3261
Email: kennagy@idaholegalaid.org
Idaho State Bar #6176

ATTORNEY FOR DEFENDANT DWAYNE PIKE

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,)	CASE NO. CV35-24-1063
)	
Plaintiff,)	DEFENDANT PIKE'S RESPONSE TO
v.)	PLAINTIFF'S MOTION FOR SUMMARY
)	JUDGMENT
Jeremy L. Bass, Dwayne Pike, and Current)	
occupant, and Unknown Parties in)	
Possession of the real property commonly)	
known as 1515 21 st Avenue, Lewiston,)	
Idaho 83501,)	
)	
Defendants.)	
)	

COMES NOW the Defendant Dwayne Pike (hereinafter “Defendant Pike”), by and through his attorney of record Ken Nagy of Idaho Legal Aid Services, Inc., and hereby responds to the *Plaintiff's Motion for Summary Judgment* (hereinafter “Motion”), as well as *Plaintiff's Memorandum in Support of Motion for Summary Judgment and in Opposition to Motion to Dismiss and Strike Summons and Complaint* (hereinafter “Memorandum”), filed in this proceeding on the 16th day of September, 2024. This response is supported by the *Affidavit of*

DEFENDANT PIKE'S RESPONSE TO
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT

Dwayne Pike in Support of Defendant Pike's Response to Plaintiff's Motion for Summary

Judgment filed herewith.

Defendant Pike hereby responds to those issues and arguments contained in the Plaintiff's Motion and Memorandum that pertain to him. Defendant Pike takes no position with regards to the issues and arguments contained in the Plaintiff's Motion and Memorandum that pertain to Defendant Jeremy L. Bass (hereinafter "Defendant Bass"), other than as addressed below.

I. RELEVANT FACTS

Defendant Pike currently resides at 1515 21st Avenue, Unit C, Lewiston, Idaho 83501, a portion of the real property that is the subject of this action. *Pike Aff.* at ¶2. Defendant Pike holds possession of said real property pursuant to a Residential Lease Agreement (hereinafter "Lease") that he entered into with Defendant Bass, the then-owner of said real property, on the 28th day of February, 2024. *Id.* at 3. The Lease obligates Defendant Pike to pay rent to Defendant Bass in the amount of \$700.00 per month. *Id.* Said Lease remains currently in effect and has not been terminated or modified by Defendant Bass or any other individual or entity in any way. *Id.* at ¶4

Defendant Pike receives a Section 8 housing voucher subsidy from the Idaho Housing and Finance Association (hereinafter "IHFA") for partial payment of the rent in the amount of \$423.00 per month. IHFA had been paying its portion of the rent to Defendant Bass and since the Plaintiff foreclosed upon the real property at issue herein, has been paying its portion of the rent to the Plaintiff. Defendant Pike has always and continues to pay the remaining rental amount owing under the Lease in the amount of \$277.00 per month to Defendant Bass. *Id.* at ¶5. Defendant Pike is current on his portion of the rental payment to Defendant Bass and IHFA is

current on its portion of the rent. Defendant Pike has not violated any other provision of the Lease. *Id.* at ¶6.

Defendant Pike has never received any notice from the Plaintiff to send rental payments to anyone other than Defendant Bass. Instead, he received the Notice to Vacate that is attached as Exhibit “B” to the Plaintiff’s Post Foreclosure Complaint for Ejectment and Restitution of Property (hereinafter “Complaint”) from the Plaintiff which instructed him to “make your required monthly lease payments during the remainder of your lease agreement. . . .” Defendant Pike has complied with that directive from the Plaintiff by continuing to make his monthly rental payments to Defendant Bass. *Id.* at ¶7.

Defendant Pike has received legal documents that the Plaintiff has filed with the Court alleging that the Plaintiff is the owner of the real property at issue herein. Defendant Pike is aware that issue is currently subject to dispute and he has no knowledge who is in fact the current legal owner of the real property at issue herein. Defendant Pike has therefore complied with the provisions of the Lease and the directive contained in the Plaintiff’s Notice to Vacate by remaining current on his rental payments to Defendant Bass. *Id.* at ¶8.

Defendant Pike has never received any notice, written or verbal, from the Plaintiff or any other individual or entity which has stated that he is in default on the rent with regards to the real property at issue in this proceeding. *Id.* at ¶9. Furthermore, Defendant Pike has never received any notice, written or verbal, from the Plaintiff or any other individual or entity which directed him to pay the rent to anyone other than Defendant Bass. *Id.*

II. STANDARD OF REVIEW

The Idaho Rules of Civil Procedure provide that upon the filing of a motion for summary judgment, “[t]he court must grant summary judgment if the movant shows that there is no

genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” I.R.C.P. 56.

The Idaho Supreme Court has held that when considering a motion for summary judgment, “[a]ll disputed facts are to be construed liberally in favor of the non-moving party, and all reasonable inferences that can be drawn from the record are to be drawn in favor of the non-moving party. Summary judgment is appropriate if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” *Wright v. Parish*, 531 P.3d 1115, 1120 (Idaho 2023).

III. ARGUMENT

1. Defendant Pike’s Tenancy is Protected by the Protecting Tenants at Foreclosure Act of 2009.

As discussed in Defendant Pike’s *Verified Answer and Affirmative Defenses* (hereinafter “Answer”) filed in this proceeding, Defendant Pike entered into the Lease on the 28th day of February, 2024 with Defendant Bass prior to the notice of foreclosure issued by the Plaintiff. *Answer* at 3-4; *Pike Aff.* at ¶3. A copy of said Lease is attached to the Pike affidavit filed herewith as Exhibit “A”. The Plaintiff’s Notice to Vacate, which is dated the 21st day of March, 2024, is attached to the Plaintiff’s Complaint as Exhibit “B”.

As indicated by the Trustee’s Deed attached to the Plaintiff’s Complaint as Exhibit “A”, the real property that is the subject of the Lease was not deeded to the Plaintiff until the 1st day of March, 2024. Therefore, when Defendant Pike entered into said Lease on the 28th day of February, 2024, Defendant Bass was still the owner of the real property at issue in this

proceeding. In light of these facts, the Lease entered into between Defendant Pike and Defendant Bass is a bona fide lease.

The federal Protecting Tenants at Foreclosure Act of 2009 (hereinafter “Act”) provides that a tenant with a bona fide lease agreement entered into prior to the date of notice of foreclosure must be allowed to occupy the premises until the end of the remaining term of the lease. 12 U.S.C. §5220 note (Pub. L. 111-22, div. A, title VII, §702, May 20, 2009, 123 Stat. 1660, as amended by Pub L. 111-203, title XIV, §1484(1), July 21, 2010, 124 Stat. 2204). In light of this federal statute, since the Lease was entered into by and between Defendant Bass and Defendant Pike prior to the Notice to Vacate, the Lease is bona fide and effective, and the Defendant must be allowed to continue to occupy said real property until the end of the term of the Lease, which is the 28th day of February, 2026. *Id.*

It is significant that the Plaintiff never contends in its Motion or in its Memorandum that the Act does not apply to Defendant Pike. It is therefore clear that Defendant Pike enjoys the protections of the Act, which requires the Plaintiff to honor the Lease.

2. The Plaintiff Has Failed to Meet its Burden Showing That There is No Genuine Dispute of Material Fact That Defendant Pike is Out of Compliance with Lease.

The Plaintiff has filed three separate declarations in support of its Motion. All three of those declarations contain a similar statement alleging that the declarer has not received any rental payments from Defendant Pike. *Stoddard Dec.* at ¶11; *DPW Enterprises Dec.* at 8; *Mountain Prime Dec.* at 8. However, none of those declarations state whether the declarers have received any rental payments *on behalf of* Defendant Pike. As indicated by the Pike declaration filed herewith in support of this response, the Idaho Housing and Finance Association has

redirected the rental assistance payments it had been making to Defendant Bass on behalf of Defendant Pike to the Plaintiff. *Pike Aff.* at 5.

Furthermore, as further indicated by the Pike declaration, Defendant Pike has continued to pay his portion of the rent that is due and owing under the Lease to Defendant Bass. *Id.* Defendant Pike is legally obligated to stay current on the rent under the provisions of the Lease by making those payments to Defendant Bass. *Id.* at Exh. "A".

The Plaintiff contends in its unpaged Memorandum that Defendant Pike failed to comply with the instructions contained in its Notice to Vacate sent to Defendant Pike. *Memo.* at 11-14. In support of this argument, the Plaintiff quotes the following provision contained in said Notice to Vacate: "[i]f you believe you are a bona fide tenant with a [sic] unexpired lease or a bona fide tenant with an expired lease, you are required to make your required monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90 day notice of eviction period if your lease is expired." *Memo.* at 13. The Notice to Vacate expressly directed Defendant Pike to continue to make his lease payments and it did not direct Defendant Pike to send those rental payments to the Plaintiff. *Id.* Defendant Pike therefore continued to make his rental payments to Defendant Bass in compliance with the plain wording of the Notice to Vacate. It is therefore unfounded that the Plaintiff now contends that Defendant Pike has failed to comply with the Lease or with the plain wording of the Notice to Vacate. In light of these considerations, the Plaintiff has failed to meet its burden to show that there is no genuine dispute as to any material fact regarding whether Defendant Pike is out of compliance with the Lease. The Plaintiff should therefore be denied judgment as a matter of law.

3. The Plaintiff Seeks Relief That it Did Not Properly Plead In Its Complaint.

In initiating this proceeding, the Plaintiff filed its Complaint seeking “an Order and Writ of Ejectment authorizing the County Sheriff to return possession of the premises located at 1515 21st Ave., Lewiston, ID 83501 to Plaintiff.” *Cmplt.* at 2. The Plaintiff has not expressly stated who it is seeking to have ejected from the premises. The most it alleges with regards to Defendant Pike is that he was issued the Notice to Vacate, that he indicated that he has a lease to the property, that he was provided with 90 days within which to vacate and that he has failed to vacate. *Id.* The Plaintiff has not alleged anywhere in its Complaint that Defendant Pike has failed to comply with the terms of the Lease or that he failed to pay the monthly rent, as it now contends in its Memorandum for the first time. Furthermore, nowhere in its Complaint does the Plaintiff expressly pray for an order ejecting Defendant Pike from the premises. Therefore, Defendant Pike has not been properly put on notice as to the relief that the Plaintiff is seeking, as required by the Idaho Rules of Civil Procedure. I.R.C.P. 8.

Even if the Complaint can be liberally construed to put Defendant Pike on proper notice as to the Plaintiff’s claim for ejectment as applying to him, according to the argument set forth in its Memorandum, the Plaintiff is no longer seeking to eject Defendant Pike for failing to timely vacate but instead for allegedly failing to pay the rent due under the Lease. As contended above, there is no evidence that Defendant has in fact failed to remain current on the rent. However, even if Defendant can be faulted for failing to pay the rent to the Plaintiff, which is legally unfounded, the Plaintiff has failed to serve Defendant Pike with the three-day notice requiring payment of the rent that is expressly required by Idaho law. I.C. §6-303. Furthermore, Idaho law expressly requires a party seeking possession of real property for nonpayment of rent to properly plead in its complaint that the above-described three-day notice was served upon the

defendant. I.C. §6-310. The Plaintiff has failed to issue and serve upon Defendant Pike the required three-day notice, and it has failed to properly allege such facts in its Complaint for possession, as expressly required by Idaho law. I.C. §§6-303 and 310. In light of these flaws in the Plaintiff's pleadings, the Plaintiff cannot now seek to eject Defendant Pike from the real property at issue in this proceeding for nonpayment of rent, as it is apparently attempting to do.

As an additional matter, Defendant Pike attached the Lease to his Answer. *Answer* at Exh. "A". Upon receipt of the Lease, if the Plaintiff believed that Defendant Pike had failed to pay the rent required under said Lease, the Plaintiff was required to issue and serve the required three-day notice as a condition-precedent to seeking the ejectment of Defendant Pike. It took no such action. Had the Plaintiff issued and served the required three-day notice, and had Defendant Pike failed to pay the required rent, it would have been incumbent upon the Plaintiff to seek to amend its Complaint to seek ejectment of Defendant Pike for nonpayment of the rent, as it now improperly seeks for the first time in its Memorandum. Presumably, the Plaintiff failed to take such action because it was unwilling to acknowledge that Defendant Pike held the premises pursuant to a valid lease agreement. As a result of the Plaintiff's tactical decision to forego the required three-day notice, it must now be denied the newly-stated relief that it is seeking in its Memorandum.

IV. CONCLUSION

The Plaintiff has failed to meet its burden to show that there is no genuine dispute as to any material fact regarding whether Defendant Pike is out of compliance with the Lease or that an order of ejectment should be issued with regards to Defendant Pike. The Plaintiff should therefore be denied judgment as a matter of law and the Plaintiff's Motion for Summary Judgment should be denied.

DATED this 1st day of October, 2024.

IDAHO LEGAL AID SERVICES, INC.

KEN NAGY
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of October, 2024, I caused to be served a full, true and accurate copy of the foregoing by the method indicated below, and addressed to the following:

Lewis N. Stoddard
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
Phone: (801) 355-2886
Fax: (801) 328-9714
Email: lewis@wmlawfirm.com

U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
 i-Court

Jeremy L. Bass
1515 21st Ave.
Lewiston, ID 83501-3926
Email: Quantum.J.L.Bass@RAWdeal.io

U.S. mail
 Hand delivered
 Overnight mail
 Facsimile transmission to #
 Email
 i-Court

Ken Nagy

DEFENDANT PIKE'S RESPONSE TO
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT

Jeremy Bass

Full Name of Party Filing Document

1515 21st ave

Mailing Address (Street or Post Office Box)

Lewiston, ID, 83501

City, State and Zip Code

(208) 549-9584

Telephone

Quantum.J.L.Bass@RAWdeal.io

Email Address (if any)

FILED

2024 OCT - 7 P 4:16

PATTY C. GREEKS
CLERK OF THE DISTRICT COURT
DEPUTY

Andy Jeremy

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

DPW Enterprises LLC and Mountain Prime ;

Plaintiff,

vs.

Jeremy L. Bass; Dwayne Pike; and Unknown;

Defendant.

Case No. : CV35-24-1063

MOTION AND AFFIDAVIT
TO CONTINUE

I, Jeremy Bass

Plaintiff Defendant, ask this court to

reschedule the hearing now scheduled for (date) 10/22/2024.

I certify that the hearing should be rescheduled because: I need a little more time to finish my responses to the Plaintiff's Motion for Summary Judgement, so that I will have them filed with in the 14 days. 1 week past should be enough, 2 weeks would be ideal, but to have a sporting chance as a Pro Se I am in need of a little more time to ensure to be as complete as possible as to not waste the courts, Honorable Michelle M. Evans', and all parties time being only mostly ready.

I appreciate the consideration and understanding.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

Date: 10/07/2024

Jeremy Bass

Typed/printed



Signature

CERTIFICATE OF SERVICE

I certify that on (date) 10/07/2024 I served a copy to: (name all parties in the case other than yourself)

Ken Nagy

(Name)

Idaho Legal Aid Services, Inc.

(Street or Post Office Address)

kennagy@idaholegalaid.org

(City, State, and Zip Code)

- By United States mail
 By Email
 By fax (number) _____

Lewis N. Stoddard

(Name)

HALLIDAY WATKINS & MANN, P.C.

(Street or Post Office Address)

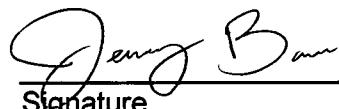
lewis@hwmlawfirm.com

(City, State, and Zip Code)

- By United States mail
 By Email
 By fax (number) _____

Jeremy Bass

Typed/printed name


Signature

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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Court Minutes

Judge: Evans, Michelle M
Clerk: Jenny Landrus
Court Reporter: Nancy Towler
Hearing Type: Motion to Dismiss (Bass)

Date: 10/08/2024
Location: Courtroom 1

Hearing Start FTR Time: 9:01 AM

Journal Entries:

- 090114 Lewis Stoddard and Jeremy Bass present on Zoom. Ken Nagy previously filed a notice of non-opposition and will not be attending today's hearing.
090155 Court in session for Mr. Bass's motion to dismiss and strike summons and complaint.
090305 Court addresses Mr. Bass's motion to continue the motion for summary judgment that he filed yesterday. The hearing is set for October 22nd. Court questions Mr. Bass on this motion.
090342 Mr. Bass addresses Court on the reason for the motion.
090350 Court questions Mr. Stoddard on the motion to continue filed last night.
090358 Mr. Stoddard responds. He opposes the continuance.
090536 Court addresses Mr. Stoddard re: Mr. Bass's pending motions and plaintiff's motion for summary judgment.
090722 Mr. Bass addresses Court about wanting another week to finish his response to motion for summary judgment.
090758 Court informs Mr. Pike, who has now joined this Zoom hearing, that his attorney will not be in attendance for this hearing as he filed a notice on non-opposition be he is welcome to listen to today's hearing if he would like. Mr. Pike stays in the Zoom session for the hearing.
090830 Court takes up the motion to dismiss and strike summons and complaint set for today.
090933 Mr. Bass presents argument on his motion to dismiss.
091030 Court addresses Mr. Bass to clarify argument. Mr. Bass responds.
092722 Court reviews what Mr. Bass is alleging in his motion to dismiss.
092753 Mr. Bass responds.
092812 Court questions Mr. Bass. Mr. Bass responds.
093638 Court summarizes what Mr. Bass is asking.
093703 Mr. Bass responds.
093724 Mr. Stoddard presents argument.
094011 Court takes the motion to dismiss under advisement and will issue a written decision. Court relays there is plaintiff's motion for summary judgment set for October 22nd. Court addresses Mr. Bass re: his motion to continue that hearing. Court asks Mr. Stoddard about continuing that hearing. It was continued before based on Mr. Nagy's schedule, is that correct?
094058 Mr. Stoddard responds--that is correct.
094101 Court asks if anyone knows if Mr. Nagy is available if we continued the hearing to October 29th?
094110 Mr. Stoddard responds--he does not. If the motion to continue is simply for Mr. Bass to have time to prepare his materials, he agrees to shorten his time frame for reply so we can hear

it on the 22nd.

094137 Court relays that even if a week's continuance was granted, he would have 14 days before the hearing and that would be today. It does not sound like Mr. Bass is ready to file that today.

094151 Mr. Bass responds that he is not ready today, he needs an additional week to finish.

094205 Court asks Mr. Bass if he needs until October 15th to file his response?

094210 Mr. Bass responds--yes.

094212 Court clarifies with Mr. Stoddard that he is willing to waive the 14 days and to with 7 days for response?

094222 Mr. Stoddard responds--that's fine, assuming Mr. Bass can file his opposition materials and e-mail them to him on October 15th, he could have his response filed by October 18th.

094344 Court allows Mr. Bass to file his response by October 15th and tells him to make sure he e-mails a copy to Mr. Stoddard and Mr. Nagy. Mr. Stoddard's reply would be due on October 18th. We will have the hearing on October 22nd at 10:00 a.m. Court will have a decision on today's motion to dismiss prior to the hearing on the 22nd.

094513 Recess

Hearing End FTR Time: 9:46 AM

Lewis N. Stoddard, Bar No. 7766
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300 W. Main St., Ste. 150
Boise, ID 83702
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**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,

Plaintiffs,

v.

Jeremy L. Bass; Dwayne Pike; and Unknown
Parties in Possession of the real property
commonly known as:

1515 21st Ave., Lewiston, ID 83501,

Defendants.

**PLAINTIFFS' REPLY MEMORANDUM
IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT AGAINST
DWAYNE PIKE**

Case No.: CV35-24-1063

COMES NOW, Plaintiffs by and through their counsel of record, Lewis N. Stoddard, and hereby submits this Reply Memorandum in Support of Motion for Summary Judgment against Defendant Dwayne Pike.

I. INTRODUCTION

The undisputed facts before the court reflect that Plaintiffs became the legal owners of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501-3926 (“Property”) on March 2, 2024 and following purchase of the Property they notified Mr. Pike of their ownership and requested that he vacate or if he was a tenant under a lease, to provide a copy of the lease, proof he was in compliance with the same and that he continue making payments under his lease to the new owners. Mr. Pike did neither. Instead, Mr. Pike waited until the filing of the present

action for ejectment to present a purported lease agreement entered into on February 28, 2024 and asserting it must be honored by Plaintiffs under the Protecting Tenants at Foreclosure Act.

With the foregoing in mind, the question before the court is quite simple, and it is a singular question at that: assuming that Plaintiffs are required to honor Mr. Pike's lease agreement, is he entitled to remain in possession while in breach of the lease agreement? The answer is No.

In an attempt to forestall eviction in this matter, Mr. Pike raises three arguments. First Mr. Pike asserts that his lease is protected by the Protecting Tenants at Foreclosure Act,¹ which as indicated in Plaintiff's original motion is conceded for purposes of the motion and thus irrelevant to the case at hand. Second, Mr. Pike asserts that he is in compliance with the lease agreement because he has continued to make monthly payments, albeit admittedly not to Plaintiffs who own the Property, but instead to Mr. Bass, the prior owner of the Property. And third, Mr. Pike asserts that he cannot be ejected for nonpayment of rent because he was not provided with 3 day written notice under the Unlawful Detainer Act, and the Complaint fails to plead a sufficient basis for ejectment against him.

As is set forth in greater detail below, all of Mr. Pike's arguments fail.

A. Mr. Pike is Not in Compliance with his Lease Agreement Where it is Undisputed He Has Not Paid Rent to Plaintiffs.

In response to Plaintiffs' Motion for Summary Judgment Mr. Pike contends that he is in compliance with the Lease Agreement, because he has continued to pay Jeremy Bass rent each month. In short, Mr. Pike's argument is that because he has admittedly paid the wrong person

¹ The PTFA prevents a tenant from being immediately evicted as a result of their rental property being foreclosed upon. If the tenant is in a month-to-month tenancy, the PTFA requires that they be given 90 days to vacate, or if they are in a bona fide-lease for a term, for that lease to be honored by the new owner for the remainder of the term, subject to exceptions which do not apply here.

The PTFA does not prevent a tenant from being evicted due to breach of their lease agreement.

each month's rent, he cannot be evicted by the Plaintiffs even though he wants to bind them to his Lease Agreement and knew of their ownership prior to April 1, 2024.

Ultimately, Mr. Pike's position is absurd and lacks legal support for the contention that paying the wrong party excuses any breach of the Lease Agreement and somehow prevents eviction for non-payment. Mr. Pike's position is even more tenuous in light of the undisputed facts of this case which reflect that Mr. Bass has not owned the Property since March 2, 2024, Mr. Pike was informed at the end of March that Mr. Bass did not own the Property, Mr. Pike was informed of who the new owners were and asked to provide a copy of his lease to the new owners, and advised that if he believed he had a bona fide lease to make rent payments during the remainder of his lease term. As is set forth below, Mr. Pike's arguments and conclusory affidavit do not entitle him to continue in possession of the Property under a Lease Agreement which he is in default of having admittedly failed to pay rent to Plaintiffs. Stated differently, there are no issues of material fact with respect to Mr. Pike's violation of his Lease Agreement due to non-payment of rent to the owners of the Property.

As a preliminary matter, Mr. Pike's Affidavit is insufficient to create an issue of material fact where it is not based upon personal knowledge, lacks foundation, or sets forth irrelevant and conclusory allegations. I.R.C.P. 56(c)(4) provides that an affidavit used to oppose a motion must be "made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated..." In the present case, Mr. Pike's affidavit satisfies none of the foregoing. For starters, the Affidavit fails to establish that it is based upon personal knowledge or that Mr. Pike has knowledge of the contents therein or can testify thereto, which is of significant where Mr. Pike purports to make representations as to the actions of a non-party Idaho Housing and Finance Association. The affidavit also bears a date

and notary date, August 26, 2024, weeks prior to Plaintiff's summary Judgment motion even being filed.

Additionally, the affidavit lacks foundation and sets forth irrelevant information. More specifically, Mr. Pike asserts that “[IHFA] has been paying its portion of the rent to the Plaintiff,” and “IHFA is current on its portion of the rent” yet lacking from his Affidavit is any explanation as to the basis of his statement, or how he personal knowledge of the actions of a third party, nor does he provide any documentation to support such contention. Even excusing the lack of foundational support for Mr. Pike’s representations on behalf of IHFA and even if accepted as true, the payment or availability of payments through IHFA in the form of rent subsidy is irrelevant where Mr. Pike acknowledges that the subsidies only account for a portion of the monthly rent due under the lease. Meaning, in order to avoid summary Judgment, Mr. Pike would still need to be able to prove that he has paid his portion of each months’ lease amount to Plaintiffs, which he concedes he has not done.² That Plaintiffs may have received the subsidized portion of rent would

² Mr. Pike’s own Affidavit acknowledges that after accounting for rent subsidies through Idaho Housing and Finance his personal portion of each month’s rent is \$277.00 per month, which he has not paid to Plaintiffs since they became owner. That means that Mr. Pike is behind in rent in the following amounts:

April 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
May 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
June 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
July 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
August 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
September 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
October 1, 2024 Rent:	\$277.00
Late Fee:	\$75.00
TOTAL DUE:	\$2,464.00

only be relevant to any claim for damages against Mr. Pike for back rent during his continued occupation, which is not presently before the court.

Similarly, Mr. Pike's affidavit contends that he “[has] always and continue to pay the remaining rental amount owing under the Lease in the amount of \$277.00 per month to Defendant Bass,” yet fails to produce any evidence to support his contention. He does not identify the date of each of his purported monthly rental payments, how those payments were made, and more importantly does not support his conclusory assertion that payments were made with any documentation by way of banking or other payment records confirming the same. Stated differently, Mr. Pike's affidavit is so conclusory that it is of little probative value in this case.

Notwithstanding the evidentiary issues surrounding Mr. Pike's conclusory affidavit, the undisputed facts still reflect that he: 1.) was informed that Plaintiffs were the new owners of the Property on or about March 25, 2024; 2.) requested to provide a copy of his existing lease if he believed he were a bona fide tenant so the new owners could review the same, which he failed to do; 3.) requested to provide proof that he was in compliance with any lease agreement which he failed to do; and 4.) advised that he was required to continue making his required monthly lease payments to the new Owner, which he failed to do and concedes he has not done, resulting in the present action for ejectment.

To excuse his failure to make monthly rental payments Plaintiffs, Mr. Pike extracts a singular sentence from the Notice to Vacate that he received and disregards the remainder of the notice as a means of supporting his contention that because he knowingly continued to pay the wrong person, he's not in breach of the lease agreement and cannot be ejected from the Property. Unfortunately, Mr. Pike's position defies all logic. For starters, it should not be lost on the Court that it is Mr. Pike that seeks to bind Plaintiffs to his lease agreement and yet when asked to comply

or prove his compliance with the same, he concedes he is not in compliance but instead seeks to excuse his non-compliance by asserting he was never asked to pay rent nor told to pay rent to Plaintiffs, or that because he paid rent to the wrong person he's not in breach.³ Mr. Pike's only justification is by choosing to read a singular sentence contained within Plaintiff's Notice to Vacate in isolation and asserting that he did what it asked by continuing to pay. Mr. Pike's reading is only feasible if one disregards the remainder of the letter, which informed him of Plaintiffs ownership and requested various information on behalf of Plaintiffs so that they may review any tenancy to determine if bona fide under the PTFA. Stated differently, Mr. Pike cannot have it both ways, seeking to, on the one hand, bind Plaintiffs to his lease agreement while, on the other hand, seeking to excuse his own non-compliance.

The undisputed facts reflect that Mr. Pike knew that Mr. Bass lost all right, title and ownership of the Property by virtue of a foreclosure sale and that he was requested by the new owner to vacate or provide a copy of any lease agreement and proof of compliance so it may be reviewed and that if he had a lease he needed to continue making payments to the end of its term. Mr. Pike understood the notice well enough to contact Plaintiffs' counsel to demand 90 days to vacate and yet he has knowingly chosen to pay his rent to an individual who no longer owns the Property. Mr. Pike's peril is of his own making.⁴ Additionally, the lease that Mr. Pike seeks to have enforced belies his position that his payment of rent to Mr. Bass after he lost ownership somehow renders him in compliance with the lease. Specifically, the express terms of that Lease

³ If a breach of contract is material, the other party's performance is excused. *See Melaleuca, Inc., v. Foeller*, 155 Idaho 920 (Idaho 2014).

⁴ Mr. Pike has not asserted any crossclaims in this matter seeking return of his rental payments from Mr. Bass, and tellingly, has not and did not begin tendering payments to Plaintiffs in August 2024 when he filed his Answer seeking to bind Plaintiffs to his Lease Agreement.

call for the payment of rent plus late fees and expressly notes that “if the Property is sold, the Lease will transfer with the Property, and the new owner will be bound by all terms and conditions of this lease.” (Answer, Ex. A, ¶ 32.2.) Again, after being informed that the Property had been sold to Plaintiffs, the fact that Mr. Pike chose to continue to pay rent to the prior owner, does not provide him with the right to continue to occupy the Property or to bind Plaintiffs in any fashion.

In short, the undisputed facts reflect non-payment of rent to the owners of the Property from April 1, 2024 through present date and Mr. Pike’s decision to pay a non-owner of the Property notwithstanding the express provisions of his lease and the Notice to Vacate provided to him in March of 2024 does not create an issue of material fact with respect to Plaintiff’s right to seek to have him ejected from the Property.

B. Mr. Pike’s Challenges to the Complaint in this Matter are Meritless.

In a further attempt to avoid issuance of summary judgment, Mr. Pike also raises a number of challenges to the complaint in this matter asserting that he has not been put on notice of the relief of ejectment being sought against him, and attempting to raise a number of Unlawful Detainer arguments/defenses, which are inapplicable here.

For starters, the present case is not and was not filed as an Unlawful Detainer action governed by Idaho Code §6-303 et seq. and which would have otherwise been assigned to the Magistrate Court. Instead, Plaintiff sought equitable relief in the form of a claim for ejectment which Idaho law recognizes as a separate cognizable claim for possession of real property. *See Ada County Highway Dist. v. Total Success Investments, LLC*, 179 P.3d 323, 145 Idaho 360 (Idaho 2008); *see also Pro Indiviso, Inc., v. Mid-Mile Holding Trust*, 131 Idaho 741 (Idaho 1998). As such, Mr. Pike’s contention that he was never given three-day notice requiring payment of rent under I.C. § 6-303 is misplaced.

Additionally, Mr. Pike’s contention that the Complaint fails to put him on notice that

Plaintiff was seeking to eject him from the Property in violation of I.R.C.P. 8 is similarly meritless. In fact, a similar argument was made in *Pro Indiviso, Inc., v. Mid-Mile Holding Trust*, 131 Idaho 741 wherein the parties being ejected challenged the sufficiency of the complaint because it did not identify a statutory basis for ejection. Ultimately, the Idaho Supreme Court found the challenge to be meritless where the “complaint only needed to contain ‘a concise statement of the facts constituting the cause of action and a demand for relief...’ and the complaint clearly stated that the relief sought was ejection and plead the requisite elements. Here, the same rationale applied by the Idaho Supreme Court applies as the Complaint clearly pleads Plaintiff’s ownership of the Property by virtue of a foreclosure sale, that Defendants, of which Dwayne Pike is identified, are in possession and refusing to surrender possession and the facts supporting Plaintiffs ownership. Additionally, contrary to Mr. Pike’s assertion that the Complaint does not expressly pray for an order ejecting him from the premises, the prayer in the complaint expressly requests that the “Sheriff to return possession of the premises located at 1515 21st Ave., Lewiston, ID 83501 to Plaintiff.”

Lastly, Mr. Pike’s procedural argument that Plaintiffs needed to amend their complaint in order to seek to have him removed from the property, once he provided a copy of the lease he was requested to provide months prior is without merit. First, all of Mr. Pike’s arguments are premised on the requirements of the Unlawful Detainer Act, which an action for ejection is not.

Second, if Plaintiffs had filed this action as one for unlawful detainer than Mr. Pike’s arguments that Plaintiffs procedurally needed to move to amend their complaint and cannot seek to have him ejected for non-payment of rent would still fail where I.C. § 6-315 effectively notes that when the evidence that a defendant is guilty of unlawful detainer for grounds not pled in the complaint is presented, “the judge must order that such complaint be forthwith amended to

conform to such proofs... without any imposition of terms. No continuance shall be permitted upon account for such amendment unless the defendant, by affidavit filed, shows to the satisfaction of the court good cause therefor."

Lastly, as previously noted, Mr. Pike has sought to have Plaintiffs bound by the terms of his Lease Agreement as an affirmative defense to being ejected from the Property. Idaho law is clear that the burden of proof for an affirmative defense rests on Mr. Pike⁵ and Mr. Pike has not met his burden because while he has presented a copy of his Lease Agreement, he has not presented the court with any proof that he is in compliance with the Lease Agreement such that he cannot be removed and the Protecting Tenants at Foreclosure Act does not prevent a tenant under a bona fide lease from being evicted under State law for breach of their lease agreement.

II. CONCLUSION

Plaintiffs are the legal owners of the Property pursuant to a final and valid trustee's deed issued following a properly noticed and conducted Trustee's Sale. Mr. Pike occupies and has refused to relinquish possession of the Property pursuant to a lease agreement which he is in default of due to non-payment of rent from April 1, 2024 and each month thereafter. Accordingly, Plaintiffs are entitled to a Writ of Ejectment ordering that Mr. Pike be removed from the Property and that Plaintiff have immediate possession thereof.

DATED This October 11, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

⁵ *Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this October 14, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501 Quantum.j.l.bass@RAWdeal.io	<input checked="" type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

1 Jeremy L. Bass, Pro Se
2 1515 21st Ave
3 Lewiston, ID 83501-3926
4 Ph: 208-549-9584
5 Quantum.J.L.Bass@RAWdeal.io
6
7
8

FILED

2024 OCT 15 P 5:01

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

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

DEMAND FOR JURY

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

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

1 I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

3 **3. Direct Intimidation by the Buyers:** Prior to the auction, an individual who claimed to
4 be a local developer, looking like the only person at the auction for the Plaintiffs
5 attempted to coerce Defendant Bass into selling directly to them. These actions
6 included boasting that the auction was rigged and attempting to intimidate
7 Defendant Bass into selling under duress.

8 **4. Trustees' Awareness of Auction Issues:** The trustees were aware of issues with the
9 auction process and with the property itself, yet they allowed the auction to proceed,
10 demonstrating a breach of fiduciary duty.

11 **5. Absence of Competitive Bidders:** The plaintiffs were the only bidders at the auction,
12 arriving with pre-printed checks, further showing that the auction was prearranged
13 for their benefit, contrary to the principles of a public auction.

14 **6. Up to date pricing:** The amount paid was a calculated total up to the date of the
15 public auction, but is not published anywhere, or easily derived, coming in only
16 approx. \$1500 over the payoff quote in Evidence, just like I had to get the payoff just
17 a few weeks before the auction was put on proving the was communications between
18 the buying parties and the selling parties no matter what agreements made or not,
19 the communication is enough to show cause of action.

20 **7. Due diligence:** A prominently displayed poster detailing the legal issues with the
21 property had been in the window for two years, visible from the sidewalk. It's
22 inconceivable that the plaintiffs would have not tried to view the Property at some
23 point in the last two years. If the plaintiffs exercise due diligence for their potential

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

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

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

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

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

6 **II. STANDARD OF REVIEW**

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

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

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

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

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

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

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

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

20 **III. STATEMENT OF UNDISPUTED FACTS**

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

23 **1. Purchasing of the Property**

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

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

3 **2. Letter of Full Reconveyance**

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

10 **3. Conspiracy To Commit Mortgage Fraud**

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

15 **4. Wrong Instrument foreclosed on**

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

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

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

22 **6. Redirection of Rental Payments**

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

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

3 **IV. STATEMENT OF MATERIAL FACTS IN DISPUTE**

4 **1. The Auction Was Proper**

5 Plaintiffs participated in an auction rigged by the bank and developer, as evidenced
6 by communications between the developer and Defendant Bass prior to the auction.

7 Video footage shows only one developer attending the auction with pre-printed checks,
8 further indicating prearranged bidding. This constitutes bid rigging, which is illegal under
9 Idaho and federal antitrust laws. (*Exhibit B: Audio and chat log admissions of developer*).

10 **2. Plaintiffs Were Not Bona Fide Purchasers**

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

15 **3. Verbal Agreement to Purchase the Property**

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

22 **4. Foreclosure Conducted on the Wrong Instrument**

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

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

3 **5. Incomplete Eviction Notices**

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

10 **V. LEGAL ANALYSIS**

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

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

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

22 **B. Trustee's Fiduciary Duty**

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

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

3 C. Breach of Contract

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

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

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

1 D. The Improper Foreclosure Process

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

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

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

20 E. Conflict of Interest with IDEA Law Group

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

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

3 F. Relevant Idaho and Federal Laws Governing Auctions

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

- 6 1. **Idaho Code § 45-1506:** Specifies the procedural requirements for non-judicial
7 foreclosures, including proper notice and timing. Failure to comply with these
8 requirements can render an auction invalid. See *Wells Fargo Bank, N.A. v. Renz*, 124
9 *Idaho 885 (1993)*.
- 10 2. **Idaho Code § 55-809:** Requires that all deeds, mortgages, and instruments
11 affecting real property be recorded. In this case, the Trustee's Deed was not
12 properly recorded, further casting doubt on the foreclosure's legality.
- 13 3. **11 U.S.C. § 704:**
14 Establishes the duties of trustees in bankruptcy, including the collection and
15 distribution of assets, emphasizing the necessity of conducting auctions fairly and
16 in accordance with the law.
- 17 4. **15 U.S.C. § 78fff:**
18 Governs the duties of trustees conducting asset sales, underscoring the
19 importance of impartiality and transparency in the auction process.
- 20 5. **12 U.S.C. § 1821:**
21 Mandates that auctions conducted by the Federal Deposit Insurance Corporation
22 (FDIC) must be open and transparent, offering clear federal standards for
23 conducting public auctions that ensure fairness.

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

VI. CONCLUSION

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

TABLE OF AUTHORITIES

No table of authorities entries found.

Dated this 15 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Joy Bm

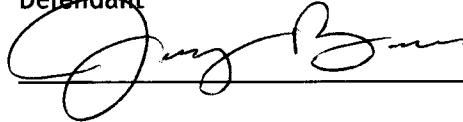
Signature

11 CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

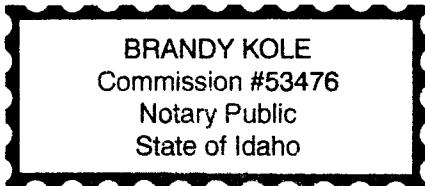
On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole
Notary Public for Idaho
Residing at Leviston

Commission Expires: 10/27/2026

1



FILED

2024 OCT 15 P 5:01

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

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

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

DEMAND FOR JURY

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

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

20 1. I am the Defendant in the case DPW Enterprises LLC and Mountain Prime 2018 LLC vs.

21 Jeremy L. Bass, Dwayne Pike, et al., Case No. CV35-24-1063, in the District Court of the

22 Second Judicial District for the State of Idaho in and for Nez Perce County.

- 1 2. I am the lawful owner of the property located at 1515 21st Avenue, Lewiston, Idaho 83501,
2 and I am proforce pro se in this matter.
- 3 3. I submit this affidavit in support of my Response to Plaintiffs' Motion for Summary
4 Judgment, to introduce and authenticate evidence supporting my claims that the auction
5 of my property was rigged, fraudulent, and procedurally invalid.
- 6 4. The following evidence is relevant to demonstrating bid manipulation, collusion, and
7 irregularities in the auction process:
- 8 a. Exhibit A: Facebook Messenger Chat Log a. A series of messages exchanged
9 between myself and Glenda Morlan from May 19, 2023, to June 2, 2023, via
10 Facebook Messenger. In these messages, Ms. Morlan makes repeated attempts to
11 coerce me into selling my property to her and discloses information about the
12 rigged nature of the auction.
- 13 i. Chat Log Document: The chat log is attached as chat log.md.
- 14 ii. Key Messages: Ms. Morlan warns about the foreclosure auction and
15 attempts to pressure me into a sale before the rigged auction could take
16 place, stating:
- 17 1. "The mortgage company will buy it... and then auction it off again
18 to recap all expenses."
- 19 2. "Right now, your only chance to get out without a foreclosure... is
20 to do a quick sell and because of time it will have to be cash."
21 [Relevant Section: Exhibit B from Response to MSJ, pages X-Y.]
22 [File Reference: chat log.md]
- 23 b. Exhibit B: Transcript of Recorded Audio Call a. A recorded conversation between
24 myself and Glenda Morlan, a local property developer, on June 2, 2023, via Meta's

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

3 i. Transcript: A full transcription of this conversation is attached, titled
4 230602_0285.mp3 transcript.md.

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

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

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

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

12 i. Video Files:

13 1. 20240229_110157.mp4

14 2. 20240229_110252.mp4

15 3. 20240229_110654.mp4

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

17 [File Reference: Video files located under *E:_GIT\obsidian\BoA
18 timeline\proceedings\parties\after sale\defendant\2024-09-
19 23\evidence\The rigged auction*]

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

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

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

4 FURTHER AFFIANT SAYETH NAUGHT.

5

Dated this 15 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

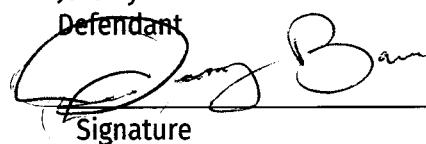


Signature

CERTIFICATE OF MAILING

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

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

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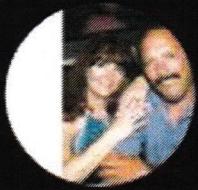
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____

1



Glenda Morlan

Facebook

You're not friends on Facebook

[VIEW PROFILE](#)

MAY 19, 2023 AT 8:16 PM

so, would you be willing to work with me on your home, I would be interested in buying it.,

[I don't know who you are](#)

You can now message and call each other and see info like Active Status and when you've read messages.

MAY 20, 2023 AT 7:19 AM

I found your home on a foreclosure auction site, would you like to work out a deal?

I live here in lewiston.

MAY 20, 2023 AT 7:31 AM

I could sit down and talk to you about it.

JUN 2, 2023 AT 12:30 PM

You realize you only have 20 days left before they auction off your house? The mortgage company will buy it..and then add on tons of expenses onto of the mortgage and then auction it off again to recap all expenses. However, right after they buy it at the

However, right after they buy it at the first auction, they will do a Sheriff's eviction, that will only give you 30 minutes to get as much as you can out of the house. They will change the locks and issue you a restraining order to stay away from the property. Call me I will try to help you, cause at this point your between a rock and hard place. Not easy. 208 553 8303

JUN 2, 2023 AT 12:49 PM

[You don't want the truths](#)

Try me, I have 30 years of real estate experience been there done that.

Right now, your only chance to get out without a foreclosure (that can stay on your credit for up to 10 years) and to walk away with funds is to do a quick sell and because of time it will have to be cash.

Right now because the bank has their law firm in charge of your mortgage it is accumulating extra fees on top of penalties and late payments. All this is out of your control and unless you have the cash to bring it all current along with the other fees, it's a done deal, and believe me they have no pity for you as a customer.

JUN 2, 2023 AT 1:14 PM

I do see that the sell was for Dec right. I am sorry but I am fighting for everyone else. I know I could have sold the house and took the easy way out. I wasn't behind on payments. I didn't do anything more than say no, you committed mass fraud, I have mounds of evidence and I will not pay you for committing a crime. If you recall what Wells Fargo was caught doing that brought them to task a few years ago, think that but with home

years ago, think that but with home loans. The bank should not get to commit crimes and then make the victims pay them too.

Not Dec. Your house is on auction June 22 2023 county court house

Idea law group is in control of the foreclosure

They have been postponing it since Dec because I am in suit with them

You can fight the fight, but right now they are going to win, and you will be homeless, under cut them first..so you can fight them. Tell me how are you going to move your stuff out with the sheriff eviction? Because at that point the law is on their side. You'll only have 30 minutes.

Why would you say they would win.

JUN 2, 2023 AT 1:41 PM

Because your original mortgage contract at the closing spells out that once they have filed all paper work for a foreclosure you either have to pay all fees and penalties along with late payments before the week of the auction or you forfeit to the auction, believe me it's on your contract small print and you didn't even read it. So you gave them the upper hand to foreclose just after 3 missed payments. Trust me no one reads it at closing, however you will have up to 180 days to pay the same amount that the auction brings in to cover the mortgage, auction fee, law fees, title fees, and sheriff's eviction, utilities and other that is paid for, however this is an Idaho law that I believe you signed away on your original contract with the mortgage owner.

mortgage owner.

they voided the contract when they forged my signature and create a brand new deed of trust when they bought the loan. I don't have a valid contract with them

here have a read if you like
<https://github.com/quantumJLBass/boa-fraud>

GitHub - quantumJLBass/boa-fraud: An attempt to crowd source legal action for the good of the country

This is a general practice on mortgage contracts set up so the mortgage company doesn't lose money.

I will not let them be rewarded for committing crimes by getting the house or another payment. It should bother everyone that they were doing that they did

JUN 2, 2023 AT 2:13 PM

Audio Call

27 mins

CALL BACK

here I am going to share the filings with the court.
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/docs/filed-2023-03-30..>
that is the last of them.. and in there is each of the current paperwork.. and the last filing with

there is each of the current paperwork, and the last filing with the postponement
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/docs/2023-04-25> cause BoA did me a favor a proved that the Carrington servicing was not in play till 2017 showing that them trying to have the paperwork for 2012 with their name on it if a attempt at forging paperwork making me a party to the crime which is why i wouldn't sign it in 2021 for papers dated 2012. this is the evidence pack
https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/evidence/exhibits/_BIN and what may make it clear is this timeline here..

https://github.com/quantumJLBass/boa-fraud/blob/main/case/plaintiff/evidence/exhibits/_BIN/Exhibit-AB-time-line-outline.pdf

that is the progression, although i have some updates to it now to make but it gets the point. i will be done with my phone call in a like 15 mins, but thank you

boa-fraud/case/plaintiff/docs/ filed-2023-03-30 at main · quantumJLBass/boa-fraud

JUN 2, 2023 AT 4:02 PM

I have to do some things and will be tied up until 6. i would still like to talk if that is ok after that or this weekend. thank you for taking the time.

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+ Camera Video Microphone Message



page title: the dad held on my facebook s) Nov 2013 - 2020
from a local property developer
url/unit:

[2] 2020-Nov-01 15:10:00 UTC [2020-Nov-01 15:10:00]

.../unit

.../unit

~ Deal

~ Configuration

~ Chat

parties:

~ [2] any ~ [2] jcb2013 ~ who ~ [2] jcb2013 ~ [jcb2013]

~ [2] any ~ [2] jcb2013 ~ who ~ [2] jcb2013 ~ [jcb2013]

type ~ [2] jcb2013 ~ [jcb2013]

![[1000007822.jpg|right|ws-med]] **G. Morlan (5/19/23, 8:16 PM)**: so, would you be willing to work with me on your home, I would be interested in buying it.,

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print and you didn't even read it. So you gave them the upper hand to foreclose just after 3 missed payments. Trust me no one reads it at closing, however you will have up to 180 days to pay the same amount that the auction brings in to cover the mortgage, auction fee, law fees, title fees, and sheriffs eviction, utilities and other that is paid for, however this is an Idaho law that I believe you signed away on your original contract with the mortgage owner.

J. Bass (6/2/23, 1:41 PM): they voided the contact when they forged my signature and create a brand new deed of trust when they bought the loan. i don't have a valid contract with them

J. Bass (6/2/23, 1:41 PM): here have a read if you like <https://github.com/quantumJLBass/boa-fraud> GitHub - quantumJLBass/boa-fraud: An attempt to crowd source legal action for the good of the country

G. Morlan (6/2/23, 1:41 PM): This is a general practice on mortgage contracts set up so the mortgage company doesn't lose money.

J. Bass (6/2/23, 1:41 PM): i will not let them be rewarded for committing crimes by getting the house or another payment. it should bother everyone that they were doing that they did

G. Morlan (6/2/23, 2:13 PM): - *Audio Call (27 mins)* - [[230602_0285.mp3 transcript]]

J. Bass (6/2/23, 2:40 PM): here i am going to share the filings with the court.
<https://github.com/quantumJLBass/boa-fraud/tree/main/case>
(plaintiff/docs/filed-2023-03-30 .. that is the last of them.. and in there is each of the current paperwork. and the last filing with the postponement
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/docs/2023-04-25> cause BOA did me a favor a proved that the Carrington servicing was not in play till 2017 showing that them trying to have the paperwork for 2012 with their name on it if a attempt at forging paperwork making me a party to the crime which is why i wouldn't sign it in 2021 for papers dated 2012. this is the evidence pack
<https://github.com/quantumJLBass/boa-fraud/tree/main/case/plaintiff/evidence/exhibits/>—BIN and what may make it clear is this timeline here..

<https://github.com/quantumJLBass/boa-fraud/blob/main/case/plaintiff/evidence-outline.pdf>

that is the progression, although i have some updates to it now to make but it gets the point. i will be done with my phone call in a like 15 mins, but thank you

boa-fraud/case/plaintiff/docs/ filed-2023-03-30 at main • quantumJLBass/boa-fraud

J. Bass (6/2/23, 4:02 PM): I have to do some things and will be tied up until 6. i would still like to talk if that is Ok after that or this weekend. thank you for taking the time.

G. Morlan (6/2/23, 4:02 PM): - Thumbs-up reaction from Glenda Morlan

page-11) a call received on 06/23/2023 at 09:00:00 from a local attorney regarding
url/uri
attn: J.Bass (00:00:00-09:00:00)
msg
+ Add
+ Transcription
+ Confidential Interst
+ Transcription
parties
+ J.Bass
+ G.Morlan
+ Other
obj: 230602_0285.mp3

![[230602_0285.mp3]]

#Transcript

Notes:

Processed with OpenAI's Whisper AI model. Recording was delayed in the conversation starting, and cut off when the battery died.

J. Bass (00:00:00): I'm sorry, can you hear me now?

G. Morlan (00:00:00): Yeah, I can hear you.

J. Bass (00:00:00): Okay, can you, I'm sorry, I, all I heard was something Rolodex, something other.

G. Morlan (00:00:00): Okay, so all attorneys, every closing in Idaho,

J. Bass (00:00:00): UhHuh?

G. Morlan (00:00:00): Has to be,

J. Bass (00:00:00): yeah,

G. Morlan (00:00:00): the paperwork has to be run by an attorney.

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): Okay? So, other than the title work paperwork that the title page the title company has to do, all the rest of that contract is done set up by an attorney.

J. Bass (00:00:00): Okay.

G. Morlan (00:00:00): So, you're on a Rolodex, That is why attorneys can't represent you against a foreclosure because it is a conflict of their interest.

J. Bass (00:00:00): So?..

G. Morlan (00:00:00): I mean, there's lots more smarter ways to skin this cat. I don't know what financial situation you're in, because I know you've lost your job over a bunch of this crap and stuff, but um.

J. Bass (00:00:00): I didn't lose my job over any of this stuff. I got fired for having PTSD from a state job, which I was supposed to be suing them, and then my lawyer disappeared on me and then completely ghosted me after taking my retainer, even though it was a slam-dunk case against Washington State University. I was fired for having PTSD.

G. Morlan (00:00:00): Yeah. Well, listen to me, okay? Here's the deal. If you're financially in a situation where you could finance that house out with somebody else, like Freedom Mortgage or Mains Mortgages or someone like that, you know, you would be a lot better off. You could still fight them because of everything they've done to you, and stress and the whole bit. Do you see what I mean?

J. Bass (00:00:00): I'm not quite.

G. Morlan (00:00:00): It's a fear of the past.

J. Bass (00:00:00): Okay. I don't quite follow, because what you're saying is I'd have to get a new loan in order to facilitate fighting them for the fraud that they committed?

G. Morlan (00:00:00): Not a loan. Now, wait. You don't have to get a loan from the big corporation. All right? Like, there are about LewisClark credit unions here in town. You know, that was started by the school district here in town. It is owned locally. You know that, right?

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): Okay. Freedom Mortgage, that is an Idaho-owned mortgage company. That's not like everywhere you go.

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): Right? And they can do land loans. Most big corporations don't do land loans. Okay? Even so, to the smaller companies that are big corporate companies and refinance their homes. You know that, right?

J. Bass (00:00:00): I understand that that's a possibility. I don't see how they would do it, though. It's a problem.

G. Morlan (00:00:00): Do you have income coming in, Jeremy?

J. Bass (00:00:00): I'm self-employed. Do you have income coming in? I do, yeah.

G. Morlan (00:00:00): Okay. Do you have income coming in? You have over 50% equity in your home, wouldn't you say?

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): On today's market. So all you would have to pay for would be closing costs.

J. Bass (00:00:00): I don't have closing costs now. And plus, that's still they would have to go in and run through the same paperwork. Again,

G. Morlan (00:00:00): no. No, none at all. All they would have to do. How much do you owe on your house, according to your paperwork?

J. Bass (00:00:00): According to the original paperwork, I should owe somewhere around, like, 80. I'm not entirely sure. It should be about 80 right now. What they did was they, when they tried to, they kept trying to tack on money, and we gave a loan. That's part of the problem, is that they added money to the loan. Like, in 2012, the papers that they were doing, they just tacked on another 10 grand.

G. Morlan (00:00:00): In that case, they're foreclosing on you on \$145,000, almost \$146,000.

J. Bass (00:00:00): I know.

G. Morlan (00:00:00): That's what they say in their own.

J. Bass (00:00:00): Yeah, I know. That's part of the problem, too. I mean, they tacked on, sort of like when they did that second loan, they tacked on five grand. When they tried to get me the best-buying block in the state, they tacked on another 10 there. And so they keep tacking on money without anything actually occurring for no reason, and they keep hiding these little add-ons. And the last one that they were trying to do, because they suddenly didn't need to have that one that they were trying to so hard to bribe me to back-sign. Back-sign is the backdated one. All of a sudden, it's not necessary if I just go ahead and refinance with an end of forbearance, which they sent me on the forbearance, mind you, because they didn't know what to do. They sent me on for another six months just sitting past what the federal guideline was, or not the guideline, but what the standard was. So I was supposed to be off forbearance six months prior to when they said, okay, well, we're done, we're just going to go ahead and refinance, or you need to refinance, which they tacked on more money there. And we set it to 30 years. So basically what they were doing is they were just trying to strung on people into longer loans because they earned more money off of them. But, yeah, they just kept adding money on to it. So, yeah, they can put out a number, but that number isn't even accurate. I mean, they could say whatever they wanted to as far as it goes, but when it comes down to, and that's part of the reason why I was going to court and have been going to court with them, which is why the original sale was supposed to be in December.

*G. Morlan **(00:00:00):*** Okay, do you have a receipt when Countrywide has taken over? Do you now still owe stuff?

J. Bass (00:00:00): I do, yeah. Okay, and?

J. Bass (00:00:00): It was one month after I bought the house to begin with. So it got sold one month afterwards. That's part of the reason why I should raise some flags for you. One month after I got the loan from Zion, they sold it to Countrywide. Bank of America took them over at the same time. I got a notice from Bank of America, so I got both of them, said that there's an assignment of trustee and an assignment of new trust, Bank of America, and then a year later they went and added a, they took out a new loan for me, a new deed of trust, and so that's part of the reason why it strikes. Okay, their first argument when they came at me was that, oh, well, this was just part of a transfer of a loan. Well, why was it part of a

transfer of a loan a year later? And why would you have to do a new deed of trust and a full reconveyance, and why wasn't I privy to it when it said very clearly on the full reconveyance that I should get a copy of it, which I didn't. And so none of that made sense, and why is my signature on something that I never signed? It would have been pointless to have had me sign that, just as you said, it's not necessary. That's not how it goes. And so, yes, somehow I decided, and this is where it's really ludicrous, somehow I decided a year later after I bought my house to go ahead and get a new loan on it and pay off the first loan with a loan, which is not real to begin with, but I decided willingly to take a loss on this new loan a year later for no reason at all. I'm just going to take a loss of five grand there and pay all the fees and everything that is involved with closing it, willingly, for no reason, on my own. It doesn't make no sense.

G. Morlan (00:00:00): So you didn't do it.

J. Bass (00:00:00): I didn't.

G. Morlan (00:00:00): But that's what they wanted you to.

J. Bass (00:00:00): Yeah, and so they forged my signature, and so you remember back when the crash happened, they had all those robo signatures, people just signing. Well, that's what, so there's another, there's a couple other cases that went.

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>SECOND DECLARATION OF DPW ENTERPRISES LLC</p> <p>Case No.: CV35-24-1063</p>
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JEFF WANGSGARD, being first duly sworn, on oath deposes and says:

- 1.) I am one the managing member of DPW Enterprises LLC, a Utah limited liability company.
- 2.) I am over the age of 18 and have personal knowledge of the facts set forth herein.
- 3.) In determining whether to attend the Trustee's Sale of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501, my office contacted the Trustee in advance of the sale to determine 1.) whether the sale was still proceeding as noticed, 2.) to determine what the opening bid amount being submitted by the Lender was so that Plaintiffs could determine whether it was worth attending the sale to bid, and 3.) to determine any other requirements that the Trustee

may have in place in order to participate in the sale including the form of funds that would need to be presented and who they would need to be made out to.

4.) After being informed of the opening bid and other bidding requirements, cashier's checks were obtained in varying amounts and sent to Debbie Lawrence, a real estate agent in Moscow Idaho, who agreed to attend the sale in order to bid on Plaintiffs' behalf. It is necessary to obtain multiple checks for bidding purposes because depending on how well a sale is attended, there is no way to know what the winning bid amount may be. Thus, having multiple checks in varying denominations allows for payment to be more accurately tailored to the amount of any winning bid.

5.) I am not familiar with Glenda Morlan, and she has never been retained or employed by Plaintiffs in connection with this non-judicial foreclosure or any other.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This October 18, 2024.

By: /s/ Jeff Wangsgard
Capacity: Managing Member of DPW Enterprises,
LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this October 18, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

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Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align:center">Plaintiffs,</p> <p style="text-align:center">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align:center">Defendants.</p>	<p style="text-align:center">PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AS AGAINST DEFENDANT JEREMY L. BASS</p> <p>Case No.: CV35-24-1063</p>
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COMES NOW, Plaintiffs by and through their counsel of record, Lewis N. Stoddard, and hereby submits this Reply Memorandum in Support of Motion for Summary Judgment against Defendant Jeremy L. Bass

I. INTRODUCTION

This is a straightforward action for ejectment of Jeremy L. Bass, the former owner of the property commonly known as 1515 21st Ave., Lewiston, ID 83501 (“Property”) following a non-judicial foreclosure and resulting Trustee’s Sale. Plaintiffs were the successful purchasers and were entitled to possession of the Property on the tenth day following the sale, yet nearly seven months later, Plaintiffs are being denied possession by Mr. Bass based upon a number of

conclusory and baseless accusations aimed at trying to invalidate the underlying sale so that he may continue to occupy the Property.

As is discussed in greater detail below when the undisputed land records of Nez Perce County are considered in conjunction with well-established Idaho case law, it is clear that summary judgment is appropriate and Mr. Bass should be ejected from the Property.

II. STANDARD OF REVIEW

While the standard of review applicable to motions for summary judgment is well known to the Court it bears repeating that in order to forestall summary judgment, a party “must do more than present a scintilla of evidence, and merely raising the ‘slightest doubt’ as to facts is not sufficient to create a genuine issue.” *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 871, 452 P.2d 362 (1969); *G&M Farms v. Funk Irrigation Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). A disputed fact will not be deemed “material” for summary judgment purposes unless it relates to an issue disclosed by the pleadings. *Argyle v. Slemaker*, 107 Idaho 668, 669-70, 691 P.2d 1283, 1284-85 (Ct. App. 1984)(emphasis added). Thus, any dispute of fact is not sufficient to create a genuine issue¹ of material fact which would thereby preclude entry of summary judgment. *Id.* Rather, the particular fact in dispute must be of such significance so as to possibly render the outcome of the case different than if the fact did not exist. *Peterson v. Romine*, 131 Idaho 537, 540, 960 P.2d 1266, 1269 (1998); See also *Rife v. Long*, 127 Idaho 841, 849, 908 P.2d 143, 151

¹ In addition to the foregoing, it is well established that to survive summary judgment on the basis of a contested issue of fact, the factual dispute must be “genuine.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute about a material fact reaches the level of being a “genuine” dispute thereof if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. *Id.* Thus, “the mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact.” *Id.* at 247-48 (emphasis in original). To that end, neither a mere scintilla of evidence, slight doubt, nor conclusory assertion is sufficient to create a genuine issue of material fact. *Mendenahll v. Aldous*, 146 Idaho 434, 196 P.3d 352, 354 (2008).

(1995)(“A material fact is one upon which the outcome of the case may be different”).

III. ARGUMENT

In his opposition, Mr. Bass opposes Plaintiffs’ Motion for Summary Judgment based upon the contention that Plaintiffs are not bona fide purchasers for value. In support of his contention, Mr. Bass submits an affidavit with conversations he purportedly had a year prior to the subject foreclosure sale with a prospective buyer who was attempting to purchase the property from Mr. Bass prior to any foreclosure sale, and video recording excerpts which Mr. Bass asserts reflects collusive behavior and a non-competitive bidding process. Beyond the foregoing, Mr. Bass submits conclusory arguments wherein he continues to assert: 1.) qualms he has with his prior bank, loan servicer, and Trustee; 2.) bid manipulation and/or sale manipulation; 3.) notice of foreclosure defects; and 4.)insufficient eviction notice. As is set forth more fully below, all of Defendant’s arguments fail.

A. The Underlying Trustee’s Sale is Valid and Terminated Defendant’s interest in the Property.

Mr. Bass continues to assert, without any legal support, that he is the rightful owner of the Property and his opposition primarily focuses on the contention that Plaintiffs are not bona fide purchasers in good faith because Mr. Bass claims that they were on notice of his various property issues before the sale. Ultimately, Defendant’s arguments are without legal support and directly refuted by Idaho law.

For starters, Idaho law supports the finality of a Trustee’s Sale and affords a Trustee’s Deed with a statutory presumption of compliance with the Idaho Trust Deeds Act. I.C. 45-1510(1).

Where a purchaser is one in good faith for value, the recitals and affidavits are considered conclusive. *Id.*²

With the foregoing in mind, Defendant argues that Plaintiffs are not purchasers in good faith because they had notice of issues with the property by virtue of postings that Mr. Bass made in the window of the Property and by virtue of a sign he held at the sale. Stated differently, Mr. Bass contends that because he believes that there are alleged wrongs with his underlying loan and because he posted those where others could see, no one could become a bona fide purchaser. What Mr. Bass fails to appreciate is that in order for such conclusory self-serving notices to have any bearing on this matter, his accusations would have to be true, which there is no evidence to support, nor is there any evidence as to what such postings disclosed, or whether they disclosed any irregularity in the underlying non-judicial foreclosure which would render the Trustee's Sale void, as opposed to merely expressing Defendant's various accusations of fraud. Thus, Defendant's conclusory assertions do not create an issue of material fact with respect to the conclusiveness of the Trustee's Deed in favor of Plaintiffs.

Additionally, Mr. Bass cites to *Federal Home Loan Mortg. Corp. v. Appel*, 143 Idaho 42 (2006) for the proposition that his public displays are sufficient notice to defeat bona-fide purchaser status and that notice of any potential defect is sufficient; however, *Appel*, does not support his proposition. Rather, the Idaho Supreme Court in *Appel*, noted that "status as a bona

² See I.C. 45-1510(1):

When a trustee's deed is recorded in the deed records of the county where the property described in the deed is located, the recitals contained in the deed and the affidavits required under § 45-1505(7), shall be prima facie evidence in any court of the truth of the recitals and the affidavits. However, the recitals and affidavits are conclusive in favor of a purchaser in good faith for value or any successor in interest thereof...

fide purchaser in good faith, at least in the context of a non-judicial foreclosure sale, is generally not available where a purchaser is on inquiry notice of a **potential defect of statutory notice provisions.**" *See Federal Home Loan Mortg. Corp. v. Appel*, 143 Idaho at 47.

Here, no statutory notice defect has been alleged, let alone any evidence to support such defect presented to the Court by Mr. Bass, and thus Plaintiffs status as bona-fide purchasers for value is undisputed.

Even if Defendant's arguments were considered to raise some sort of issue, Plaintiff's would still be entitled to the presumption of compliance afforded to a Trustee's Deed which places the burden of proof on Mr. Bass to affirmatively prove defects in the prior proceedings as would overcome the trustee's deed. *See Bogart v. Bagley*, 64 Idaho 177 (1943)(wherein the court, construing identical statutory presumptions afforded to a tax deed, noted that the effect is to change the common-law order of proof and to cast the burden on the person attacking title to affirmatively prove irregularities or defects in prior proceedings as would overcome the *prima facie* case made by the tax deed.) Here, Mr. Bass, beyond challenging the actual sale which is addressed below, raises no challenges to, nor submits any proof of irregularities or defects in whether the Non-Judicial Foreclosure complied with the Idaho Trust Deed's Act.

A similar attempt to challenge a Trustee's Deed was raised in *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649 (2022), wherein an unsuccessful third-party purchaser tried to set aside a sale. In affirming the District Court's decision refusing to set aside the sale, the Idaho Supreme Court noted that the third-party purchaser claimed no defects in the notice of sale, but instead only claimed insufficient notice of payment restrictions by the Trustee and that because I.C. 45-1508 promotes finality, even if there were a defect in notice under I.C.

45-1506 the sale would still be valid and that because there was no violation of I.C. 45-1506, whether or not the successful purchase was one in good faith or not was immaterial.

Here, Mr. Bass has not pointed to, nor presented any evidence of non-compliance with the Idaho Trust Deed's Act. Rather, the only proof before the Court is contained within the Trustee's Deed itself which notes that a Notice of Default was issued and recorded, a Trustee's Sale set after various postponements, and those notices being given as statutorily required and a sale being held, a bid accepted, and a Trustee's Deed being issued to Plaintiffs. There being no evidence of non-compliance with the Idaho Trust Deed's Act, the statutory consequence of the Trustee's Sale was to terminates all interests of Mr. Bass in the property.

B. The Underlying Trustee's Sale Was Properly Held.

Mr. Bass has similarly presents no evidence to support his conclusory assertion that the Trustee's Sale was fixed or not open to the public. Rather, Mr. Bass speculates that because only one bidder attended the sale and arrived with pre-printed checks for the purchase of the property there must have been price collusion of some form, or that the sale was not otherwise a public auction. Ultimately, beyond speculation, Mr. Bass has presented the Court with no evidence to support his conclusory assertions.

Turning first to whether the auction was public, the undisputed facts of this case as well as Defendant's own admissions and evidence demonstrate that the time and date of the sale was properly noticed, the sale was held in a public forum at the scheduled date and time and that anyone was allowed to attend, including Mr. Bass, who apparently showed up merely to protest the sale and even film the same. Thus, there is nothing in the record before the Court demonstrating that interested parties, or even protestors such as Mr. Bass were turned away. Rather, the opposite is clear from the facts before the Court including Mr. Bass' own video submissions which reflect that

his own personal actions through the use of a sign giving the impression that bidding was punishable by prison time could be equally the cause for only one bidder showing up at the subject sale.

With respect to Defendant's contention that because Plaintiffs' representative³ showed up with a pre-printed check, there must have been collusion, again, such argument is without any legal or factual support. Specifically, in *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649 (2022) the Idaho Supreme Court noted that Idaho Code § 451-1506(9) requires that payment be tendered at auction and that the Trustee is entitled to set the terms of the sale including acceptable forms of payment.⁴ Here, Defendant presents no evidence to support any irregularity with the Trustee's Sale procedure. There's nothing in Idaho law that prevents a Trustee from disclosing the amount of the opening credit bid to be placed by the foreclosing lender to interested purchasers such that they can evaluate whether to participate in the sale, or to determine what they may wish to bid. There's similarly no evidence before the Court that Plaintiffs' bid was not the highest bid, or that the Trustee did not otherwise require the winning bidder to tender funds in the form of cashier's check(s) as was done here. Thus, Defendant's contention that because Plaintiffs had pre-printed checks ready to tender should they become the winning bidder is immaterial especially in light of Idaho's statutory requirement that funds be tendered "forthwith" and does not create an issue of material fact sufficient to withstand summary

³ Defendant Bass also contends that Plaintiffs' representative who attended the Trustee's Sale to bid on their behalf is the same individual, Glenda Morlan, with whom he had chatted with and had calls with several months prior. It is unclear upon what Mr. Bass is basing his conclusory argument, which is otherwise utterly baseless. As noted in the Second Declaration of DPW Enterprises, LLC, Plaintiffs utilized the services of Debbie Lawrence, a real estate agent from Moscow, Idaho to attend the Trustee's Sale and bid on its behalf and have never been affiliated with "Glenda Morgan" nor ever worked with such person.

⁴ See *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649 (2022)(noting that the plain meaning of "forthwith" is '[i]mmediately; without delay[.]'"

judgment.

Lastly, in order to avoid summary judgment, it is incumbent upon Mr. Bass to set out facts that would be admissible in evidence, and any affidavit is to be based upon personal knowledge and show that the affiant is competent to testify to the matters stated. Here, Mr. Bass provides the Court with two types of purported evidence. The first is a printout of purported chats had and a transcription of a purported call with an interested purchaser identified as Glenda Morlan over 6 months prior to the actual Trustee's Sale for which Mr. Bass lays inadequate foundation for admission to this Court. Moreover, Mr. Bass appears to contend that statements made by a third party to him trying to convince him to sell his property is somehow proof that the non-judicial foreclosure and Trustee's sale being carried out by unrelated parties, somehow proves collusion, or that Ms. Morlan is the same representative that bid at the sale on Plaintiffs' behalf; however, Mr. Bass presents no evidence to support his speculation.

Second Mr. Bass presents video excerpts, which do not appear to be in their full and original format but appear to have been modified by Mr. Bass without any sufficient explanation as to how they were modified, how they have been stored, when they were taken, who has had possession etc... Stated differently, there is insufficient foundation laid for admission of these video clips before the Court.

Even if the clips are considered, they do little to establish collusion between the Trustee and Plaintiffs. In fact, the video clips presented by Mr. Bass reflect that a Trustee's Sale was held in front of the Nez Perce County Courthouse where anyone from the public was free to attend and the mere fact that only one bidder showed up to the sale is not enough to create an issue of fact based upon Defendant's conclusory accusation of collusion, especially when Defendant's own videos reflect his attempts to dissuade possible bidders through the use of a sign giving the

indication of jail time.

At the end of the day, Defendant's arguments in opposition to summary judgment are based upon nothing more than his own speculation. Defendant presents no evidence that Plaintiffs were in collusion with his lender or his trustee or that a price was agreed upon in advance of sale, but instead seeks to draw his own conclusions that because no one else showed up to participate in the auction it must have been fixed. As required by Idaho Code § 45-1506(8), the undisputed facts reflect that a sale was held on the date and time and place designated in the Notice of Postponed Trustee's Sale, and that the Trustee sold the property to the highest bidder. The undisputed facts similarly reflect that Plaintiffs' as the purchaser at the sale "forthwith" paid the price bid and that upon receipt a Trustee's Deed was issued consistent with the requirements of Idaho Code § 45-1506(9).

In the case at hand, the undisputed facts of this case prove all of the necessary elements to entitle Plaintiffs to possession of the Property pursuant to the Trustee's Deed. Summary Judgment in favor of Plaintiffs is proper.

C. Defendant's Purported Issues With his Prior Lender, Servicer or Trustee Does Not Create an Issue of Material Fact to Withstand Summary Judgment.

Defendant Bass continues to seek to litigate or co-mingle issues he has with the actions or inactions of his prior bank and/or servicer. In doing so, Defendant fails to appreciate that the present case is not the time nor place to litigate such issues. If Defendant has issues with various non-parties to the present suit, he can certainly litigate those issues against them, as he has attempted to do so previously; however, his qualms do not create an issue of material fact here.

Stated differently, none of Defendant's purported issues with his prior trustee, bank or servicer, evidence any non-compliance with the Idaho Trust Deeds' Act, which the Idaho Supreme Court has noted is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of

trust, which includes the exclusive remedies for a statutory violation.” *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (2009). Given the comprehensiveness of the Idaho Trust Deeds Act, “the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full.” Rather, the legislature’s interest was “in preserving the finality of title to real property.” *Id.* Thus, “a sale is final once the trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case).” *Id.*

Here, Defendant Bass has not argued, nor submitted any proof of any statutory non-compliance with the Idaho Trust Deeds Act let alone any issues surrounding notice of the Trustee’s Sale, which his own Affidavit acknowledges he personally attended.⁵ Even if there were issues surrounding notice of the Trustee’s Sale, Idaho Code 45-1508 provides that the validity of the sale as to persons having actual knowledge shall be unaffected.

D. Defendant’s Challenges to the Notice to Vacate are Meritless.

Mr. Bass, for the first time, also seeks to contest the entry of summary judgment because he contends that a “complete eviction notice has never been duly served;” however, Mr. Bass fails to provide a copy of the purported insufficient notices as part of his Affidavit for the court to review, and fails to cite to any law requiring that he be given notice and particular type of notice in order for the present ejectment action to be filed and pursued. Moreover, Mr. Bass makes his argument whilst acknowledging that he attended the subject Trustee’s Sale, where he would have become aware that the Property was sold, and whilst acknowledging that he continues to remain in possession of the Property and refusing to relinquish possession notwithstanding being served with a copy of the Complaint in this matter which contains what he acknowledges to be a

⁵ See Defendant Bass’ Response to Plaintiffs’ Motion for Summary Judgment, pages 3-4 (noting “Mr. Bass was present at the auction with a sign stating the auction was fixed.”)

“complete eviction notice.”

Ultimately, Defendant’s argument does not provide him with a legal basis from which to avoid ejectment from the Property. Mr. Bass admits he attended the sale where the Property was sold to Plaintiffs and thus he had knowledge of the loss of his ownership in early March 2024 and did not vacate. Mr. Bass acknowledges in his briefing that he received the Notice to Vacate sent by Plaintiffs’ counsel in late March and yet he failed to vacate. Lastly, the record reflects that he was served with the Complaint for Ejectment in August and again he failed to vacate. In the intervening 7+ months, Mr. Bass continues to reside in the Property and continues to refuse to relinquish possession in contravention of Idaho Code §45-1506(11).

If Mr. Bass is entitled to any type of notice under Idaho law, he’s clearly received it and as such Summary Judgment in favor of Plaintiff is proper.

E. Defendant’s Response Continues to Miscite and Misrepresent Case Law in violation of I.R.C.P. 11

As was previously noted by this Court in ruling upon Defendant’s Motion for appointment of counsel, Defendant’s citation to case authority and the accuracy thereof is questionable, either because the cases being cited do not stand for the proposition asserted in the motion or do not exist at all. Defendant’s Response here suffers from the same trustworthiness and is either an affirmative attempt to mislead the court, or an improper reliance on computer technology without verifying accuracy. I.R.C.P. 11 provides that every pleading, written motion, and other paper must be signed by a party personally if the party is unrepresented and that in presenting a pleading, motion or other paper to the court, they are certifying to the best of their knowledge, information

and belief, that the legal contentions are warranted by existing law and that the factual contentions have evidentiary support.

Here, Defendant's Response is replete with mis-representations or erroneous citations as follows:

- 1.) On page 7 Plaintiff cites to *Pines Grazing Ass'n v. Flying Joseph Ranch, LLC*, 151 Idaho 924 (2011) for the proposition that "courts can scrutinize a purchaser's status where there is evidence of collusion, fraud, or procedural irregularities in the foreclosure sale process." A review of the quoted case reflects that it has nothing to do with a foreclosure sale process, or bona-fide purchaser status;
- 2.) On page 10 Plaintiff cites to *Kane V. Union State Bank*, 71 F. Supp. 225 (D. Idaho 1937), but Plaintiff can find no such case, nor case citation in Idaho; and
- 3.) On page 13, Plaintiff cites to *Wells Fargo Bank, N.A. v. Renz*, 124 Idaho 885 (1993), but Plaintiff can find no such case, nor case citation in Idaho;⁶

IV. CONCLUSION

Plaintiffs are the legal owner of the Property pursuant to a final and valid trustee's deed issued following a properly noticed and conducted Trustee's Sale. Plaintiffs were good faith purchasers and as such, are entitled to judgment as prayed for in Plaintiff's Complaint requiring that Defendant Jeremy Bass surrender the Property to Plaintiff and the Court should issue a Writ of Ejectment to the County Sheriff ordering that Jeremy Bass be removed from the Property and that Plaintiff have immediate possession thereof.

DATED This October 18, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

⁶ The closest case that Plaintiff can locate is *Wells Fargo Bank, N.A. v. Renz*, 795 F.Supp.2d 898 (N.D. Cal, June 2011) which dealt with a claim under the Comprehensive Environmental Response, Compensation and Liability Act and not failure to comply with the procedural requirements of non-judicial foreclosure.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this October 18, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

FILED
2024 OCT. 18 PM04:42

PATTY O. WEEKS

CLERK OF THE DISTRICT COURT
Gerry J. Fasen
DEPUTY

**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 LLCS,)	
)	
Plaintiffs,)	CASE NO. CV35-24-1063
)	
v.)	
)	
JEREMY L. BASS; DWAYNE PIKE, and)	OPINION AND ORDER ON
UNKNOWN PARTIES IN POSSESSION)	MOTION TO DISMISS AND
OF THE REAL PROPERTY KNOWN AS:)	STRIKE SUMMONS AND
)	COMPLAINT
1515 21 ST Ave., Lewiston, ID 83501)	
)	
Defendants.)	
)	

This matter came before the Court on Defendant Jeremy Bass's Motion to Dismiss and Strike Summons and Complaint. The Plaintiff is represented by Lewis Stoddard, of the firm Halliday, Watkins & Mann. Defendant Bass is representing himself as a pro se litigant. Defendant Pike is represented by Ken Nagy, of Idaho Legal Aid.¹ The Court heard argument on the motion via Zoom on October 8, 2024. The Court, having heard argument and being fully advised in the matter, hereby renders its decision.

¹ Counsel for Pike filed a Response to Motions of Co-Defendant on September 17, 2024, noting that Pike did not object to Bass's motion. Having no objection, counsel was not in attendance for this hearing; however, Mr. Pike was present at the zoom hearing.

BACKGROUND

This case seeks to eject the Defendants from real property located at 1515 21st Street, in Lewiston, Idaho. Following a default under the terms of the Note and Deed of Trust encumbering the property, a Trustee's Sale was conducted and a Trustee's Deed was issued to the Plaintiffs. *Complaint*, at 2. The Trustee's Deed is attached to the Complaint as Exhibit A. The Complaint asserts that the Plaintiffs were entitled to possession of the property on the tenth day following the sale, and the Defendants have refused to surrender the property. *Complaint*, at 2. The Plaintiffs are seeking an Order and Writ of Ejectment authorizing the County Sheriff to return possession of the property to the Plaintiffs. Defendant Bass filed a motion to dismiss, which is currently before the Court for review.

ANALYSIS

Bass set forth five arguments in support of his motion to dismiss and strike summons. Bass argues there was improper conduct of foreclosure and trustee's deed; an invalid foreclosure auction; failure to join necessary parties; conflict of interest; and no hearing of eviction. Bass failed to provide any supporting documentation to support his arguments. In addition, Bass fails to cite any rules or grounds upon which he is seeking dismissal.

At argument, Bass indicated that he was unsure of the correct procedures and requirement when it came to the motion before the Court, especially in light of this Court's question regarding whether Bass had any affidavits or other evidence in support of his motion. The Court acknowledges that the pending litigation addresses complex

matters, however, it bears repeating that self-represented (or “pro se”) litigants must adhere to the same standard as represented parties.

“Pro se litigants are not accorded any special consideration simply because they are representing themselves and are not excused from adhering to procedural rules.” *Michalk*, 148 Idaho at 229, 220 P.3d at 585 (quoting *Nelson v. Nelson*, 144 Idaho 710, 718, 170 P.3d 375, 383 (2007)). Reid’s status as a pro se litigant does not grant him any privileges not accorded to other litigants; he is held to the same standard as a represented party.

Axelrod as Tr. of David W. Axelrod Fam. Tr. dated June 13, 2017 as restated on Sept. 28, 2018 v. Reid Ltd. P'ship, 551 P.3d 777, 788 (Idaho 2024).

With respect to the motion to dismiss, where Defendant Bass has not specified the procedural basis for the motion, this Court will turn to I.R.C.P. 12(b)(6), which addresses motions to dismiss for failure to state a claim.

A 12(b)(6) motion looks only at the pleadings to determine whether a claim for relief has been stated. On review of a dismissal, this Court determines whether the non-movant has alleged sufficient facts in support of his claim, which if true, would entitle him to relief. In doing so, the Court draws all reasonable inferences in favor of the non-moving party.

Fulfer v. Sorrento Lactalis, Inc., 171 Idaho 296, 300, 520 P.3d 708, 712 (2022) (quoting *Hammer v. Ribi*, 162 Idaho 570, 572, 401 P.3d 148, 150 (2017)). Further, “courts are not required . . . to deem legal conclusions as admitted merely because they were plead [sic] as factual allegations.” *McCreery v. King*, 172 Idaho 598, 535 P.3d 574, 579 (2023).

Had the Defendant provided other evidence in support of his motion, the Court would have considered the motion to be a motion for summary judgment.

Under Rule 12(b)(6), “[a]fter viewing all facts and inferences from the record in favor of the non-moving party, the Court will ask whether a claim for relief has been stated.” *Losser v. Bradstreet*, 145 Idaho 670, 673, 183 P.3d 758, 761 (2008) (quoting *Gallagher v. State*, 141 Idaho 665, 667,

115 P.3d 756, 758 (2005)). Dismissal “for failure to state a claim should not be granted ‘unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim that would entitle him to relief.’ ” *Taylor v. Maile*, 142 Idaho 253, 257, 127 P.3d 156, 160 (2005) (quoting *Gardner v. Hollifield*, 96 Idaho 609, 611, 533 P.2d 730, 732 (1975)). A Rule 12(b)(6) motion to dismiss in which “matters outside the pleadings are presented to and not excluded by the court … must be treated as one for summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that is pertinent to the motion.” I.R.C.P. 12(d)

Paslay v. A&B Irrigation Dist., 162 Idaho 866, 868–69, 406 P.3d 878, 880–81 (2017).

As noted by this case, it must appear beyond doubt that Plaintiffs can prove no set of facts in support of their claim. That is not the situation here.

The Plaintiffs, as non-movants, have alleged sufficient facts in the pleadings to support the claims asserted. The Defendants arguments in support of the motion to dismiss are meritless and it appears they are addressing issues beyond the scope of the lawsuit currently pending before this Court.

Based upon the pleadings, and drawing all reasonable inferences in favor of the Plaintiffs as the non-moving party, the motion to dismiss is denied.

ORDER

The Defendant’s Motion to Dismiss and Strike Summons and Complaint is hereby DENIED.

IT IS SO ORDERED.

Dated this 18th day of October 2024.


MICHELLE M. EVANS – District Judge

CERTIFICATE OF MAILING

I hereby certify that a true copy of the foregoing OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT was delivered via email by the undersigned at Lewiston, Idaho, this 8th day of October, 2024 to:

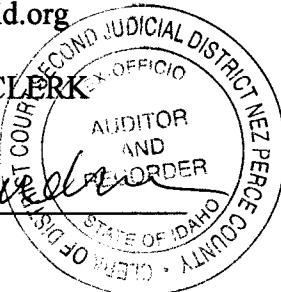
Lewis N. Stoddard
lewis@hwmlawfirm.com

Jeremy L. Bass
Quantum.J.L.Bass@RAWdeal.io

Ken Nagy
kennagy@idaholegalaid.org

PATTY O. WEEKS, CLERK

By Jenny Weeks
Deputy



FILED

2024 OCT 21 P 4:41

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

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

DPW Enterprises LLC and Mountain Prime 2018 LLC,

Plaintiff,

vs.

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

Defendants.

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

DEMAND FOR JURY

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.

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

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

PAGE 1

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 were to have the rights.
10 Defendant Bass respectfully requests that this Court deny Plaintiffs' Motion for Summary
11 Judgment, dismiss the case for lack of jurisdiction, and transfer the matter to federal court for
12 proper adjudication under the Sherman Antitrust Act.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

13 CERTIFICATE OF MAILING
14

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

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

Jeremy L. Bass
Defendant



Signature

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, have set my hand and seal the day and year as above written.

Notary Public for Idaho
Residing at Cowiston

Commission Expires: 1/26/2025



Outlook

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

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](#)

[github:github.com/RawDeal](#)

[twiter:twitter.com/_RawDeal](#)

[tiktok:tiktok.com/@quantumjlbass](#)

READ:An email to authorities: Microsoft tried to murder me after they caused the SolarWinds breach!

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>

EXHIBIT S

PAGE 2 CASE No. CV35-24-1063

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.



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

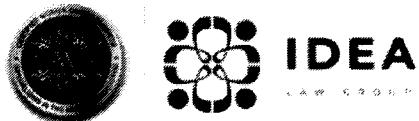
Janaya Carter
Attorney
Licensed in Idaho

jcarter@idealawgroupllc.com
Toll Free: 877-353-2146

Corporate Office
4530 S. Eastern Avenue – Suite 10
Las Vegas, NV 89119
877-353-2146 ext. 1000
info@idealawgroupllc.com

From: Theresa Scherenberg
Sent: Thursday, December 7, 2023 7:23 AM
To: Quantum <quantum.j.l.bass@RAWdeal.io>
Cc: Janaya Carter <jcarter@idealawgroupllc.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.



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

Theresa Scherenberg
Default Specialist

EXHIBIT S

PAGE 3 CASE No. CV35-24-1063

tscherenberg@ideallawgroupllc.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@ideallawgroupllc.com

From: Quantum <quantum.j.l.bass@RAWdeal.io>
Sent: Wednesday, December 6, 2023 4:05 PM
To: Theresa Scherenberg <tscherenberg@ideallawgroupllc.com>; Bill Bishop <bbishop@ideallawgroupllc.com>
Cc: Randall Szabo <rszabo@ideallawgroupllc.com>; Ryan Carson <rcarson@ideallawgroupllc.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

EXHIBIT S

PAGE 4 CASE No. CV35-24-1063

1 *Jeremy L. Bass, Pro Se*
2 *1515 21st 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

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

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

DEMAND FOR JURY

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

I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 IV. CONCLUSION

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

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

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

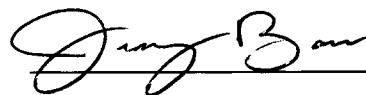
11 CERTIFICATE OF MAILING
12

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

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

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

Jeremy L. Bass
Defendant



Signature

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

Clawston

Commission Expires: 1/28/2025

FILED

2024 OCT 21 PM 4:41

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

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

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

DEMAND FOR JURY

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 E
18 of the Plaintiff's Memorandum received just yesterday. Plaintiff accuses Defendant of
19 misrepresenting case law and violating *Idaho Rule of Civil Procedure 11 ("I.R.C.P. 11")*. Defendant
20 denies these allegations and asserts that any citation issues were inadvertent and do not rise to
21 the level of a violation of *I.R.C.P. 11*.

II. RESPONSE TO ALLEGED MISREPRESENTATIONS

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

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

B. Specific Allegations Addressed

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

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

2) Citation to Kane v. Union State Bank

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

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

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

the Court. Errors of this nature can arise from the extensive legal research required, and

Defendant will ensure that future citations are verified with greater scrutiny.

III. SHEPARD'S CITATIONS REPORT ANALYSIS

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

- 1) Plaintiffs' Motion for Summary Judgment*
 - 2) Plaintiffs' Memorandum in Support of Motion for Summary Judgment*
 - 3) Affidavit of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for Summary Judgment*
 - 4) Defendant's Response to Plaintiffs' Motion for Summary Judgment*

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

- Plaintiff: 8 incorrect and 4 correct quotes identified.
 - Defendant: 5 incorrect quotes.

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

11.

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

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

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

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

V. CONCLUSION

Defendant respectfully requests that the Court:

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

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

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

J. J. Baum

Signature

1
2

CERTIFICATE OF MAILING

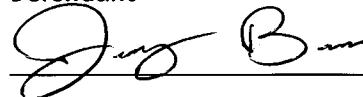
I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

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

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

3

Jeremy L. Bass
Defendant



Signature

**ACKNOWLEDGMENT
STATE OF IDAHO)**

: ss.

County of NEZ PERCE COUNTY)

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 Quinton

Commission Expires: 1/28/2025



User Name: Jeremy Bass
Date and Time: Friday, October 18, 2024 9:26:00 PM PDT
Job Number: 236429003

Document (1)

1. Download: Brief Analysis: Judicial Full Delivery Report
Client/Matter: -None-

Dashboard

Plaintiff Documents

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf
Plaintiffs' Motion for Summary Judgment.pdf

Defendant Documents

Response to MSJ.docx
AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.docx

Recommendations

Plaintiff	57
Shared	4
Defendant	34

Based on key passages we have identified from your document(s).

Similar Briefs

Plaintiff	30
Defendant	2

Based on key passages we have identified from your document(s).

Shepard's® Citations

	Plaintiff	Shared	Defendant
● Warning	0	0	0
◻ Questioned	0	0	0
▲ Caution	4	0	4
◆ Positive	6	3	10
■ Neutral	5	3	9
■ Unverified	2	0	3
✖ No Signal	2	0	1
Total Citations	19	6	27

Quote Check

Plaintiff	8 incorrect and 4 correct quotes identified in your document(s)
Shared	0 incorrect and 0 correct quotes identified in your document(s)
Defendant	5 incorrect and 0 correct quotes identified in your document(s)

Jeremy Bass

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Jeremy Bass

EXHIBIT R

PAGE 1 CASE No. CV35-24-1063

EXHIBIT R

PAGE 2 CASE No. CV35-24-1063

Page 2 of 59
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Jurisdiction (2)

Jurisdictions from all documents have been applied to make recommendations.
U.S. Supreme Court, Idaho

Extracted Concepts

We identified the following legal concepts in your document:

Plaintiff

lease agreement, property owner, tenant, notice to vacate, trustee, affirmative defense, land record, good faith purchaser, possessing property, bona fide, motion to dismiss, judgment, term of the lease, former owner, verified answer, lender, nonpayment, entitled to judgment, summons, late fee, monthly rental, non judicial foreclosure, expiration, undisputed facts, lease payments, payment due, genuine issue, strike, entitled to possession, oral lease, burden

Shared

good faith, rent payment, instrument, trust deed, nez perce, moving party, purchase of property, email, judicial district, real property, judgment as a matter of law

Defendant

bona fide purchaser, public auction, in good faith, issue of material fact, acting in good faith, verbal agreement, auction process, eviction notice, part performance, genuine issue of material fact, payoff, fail to comply, obligation, taxes and insurance, foreclosure process, factual dispute, reconveyance, servicer, collusion, my property, coercion, foreclosure auction, conversion, facebook, defect, sale, demonstrate, attempt, defect of title, redirect, validity, prior knowledge, inquiry, highest bidder, foreclosure sale, render, fiduciary duty, exigence, doctrine of part performance, table of authorities

Recommendations - Plaintiff

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf

10 passages in your document have recommendations.

Key Passage 1

I Idaho Rule of Civil Procedure 56(c) states, in pertinent part:
The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Id. Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings, depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Sewell v. Nelson, Monroe, Inc., 109 Idaho 192, 707 P.2d 81 (Ct. App. 1985); Ambrose v. Butch Joint School Dist. #12, 126 Idaho 581, 867 P.2d 1034 (1994).

Cases recommended for key passage 1 (10)

[Clock v. Dart Club Mgmt. 2012 Id. Dist. LEXIS 46](#)
Idaho Dist. Ct., Kootenai Cty. | 2012-05-23

Matching legal concepts:

Page 3 of 59
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Issue Of Material Fact | Moving Party | Deposition | Judgment As A Matter Of Law | Admission | Genuine Issue | Issue Of Material Fact | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Light Most Favorable | Summary Judgment | Nonmoving

Relevant passage: Summary judgment is appropriate "if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." I.R.C.P. 56(c). In determining whether an issue of material fact exists, the court must consider all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Nelson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

[Remlinger v. Dravo Corp. 94 Idaho 292](#)
Idaho Supreme Court | 1971-06-30

Matching legal concepts:

Judgment As A Matter Of Law | Summary Judgment Motion | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Material Fact | Deposition | Render

Outcome: An employer was entitled to summary judgment in an employee's action for breach of an employment contract because there was no valid contract between the parties where the oral agreement could not be completed in one year.

Relevant passage: On a motion for summary judgment, the judgment sought shall be rendered forthwith if the pleadings, the depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material facts and that the moving party is entitled to a judgment as a matter of law. I.R.C.P. 56(c); Jordan v. Pearce, 91 Idaho 687, 429 P.2d 419 (1967); Southern v. Southern, 92 Idaho 180, 438 P.2d 925 (1968).

[Doe v. Idaho Dep't of Health & Welfare \(In re Doe\) 150 Idaho 491](#)
Idaho Supreme Court | 2011-02-03

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: Summary judgment was properly awarded to Idaho Department of Health and Welfare on grandparents' petition to adopt a child because they could not adopt without written consent from Department under Idaho Code Ann. §§ 16-1504(1)(b), 16-1506(2), and 16-1628(6), regardless of what facts they presented; Department had stated that it would not consent.

Relevant passage: Summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Idaho R. Civ. P. 56(c).

[Cluff v. Bonner County 121 Idaho 184](#)
Idaho Supreme Court | 1992-01-15

Matching legal concepts:

EXHIBIT R

PAGE 3 CASE No. CV35-24-1063

EXHIBIT R

PAGE 4 CASE No. CV35-24-1063

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Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: A genuine issue of material fact existed as to whether the alleged owner's improvements to the property and his occupation was sufficiently hostile to establish title in him by adverse possession.

Relevant passage: The judgment sought under Idaho R. Civ. P. 56(c) shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

• **In re Tax Appeal of Roman Catholic Diocese 123 Idaho 425**
Idaho Supreme Court | 1983-02-26

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: Properties owned by a religious organization were not exempt from taxation because they were used for a combination residence and place of religious worship or education or recreation.

Relevant passage: Under Idaho R. Civ. P. 56(c), summary judgment is to be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

• **Harris v. Dep't of Health & Welfare 123 Idaho 295**
Idaho Supreme Court | 1992-12-31

Matching legal concepts:

Sun Valley | Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | Question Of Law | Constitutional Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: The specific harm toward members of the public must have been manifest or ostensible and highly likely to occur for the state to have been liable for a crime committed by a juvenile. Statutory limitation on the state's liability was constitutional.

Relevant passage: Rule 56(c) of the Idaho Rules of Civil Procedure states that summary judgment is to be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.¹ I.R.C.P. 56(c). This Court exercises free review of a constitutional issue because it is purely a question of law. Sun Valley Co. v. City of Sun Valley, 109 Idaho 424, 426, 708 P.2d 147, 151 (1985).

♦ **Steele v. Nagel 89 Idaho 522**
Idaho Supreme Court | 1965-10-20

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

EXHIBIT R

PAGE 5 CASE No. CV35-24-1063

Download: Brief Analysis: Judicial Full Delivery Report

Outcome: Summary judgment was not appropriate for a tortfeasor's employer because whether a tortfeasor had permission to drive his employer's vehicle when he collided with an injured party was a question of fact for the jury.

Relevant passage: Idaho R. Civ. P. 56(c) reads in part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

▲ **Tingley v. Harrison 125 Idaho 86**
Idaho Supreme Court | 1994-01-05

Matching legal concepts:

Judgment As A Matter Of Law | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: Summary judgment properly granted based on running of statute of limitation when lower court found relation back doctrine did not apply where there was no evidence of factual mistake in naming appellant.

Relevant passage: A motion for summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Idaho R. Civ. P. 56(c).

▲ **Sparks v. St. Luke's Regional Medical Ctr. 115 Idaho 505**
Idaho Supreme Court | 1988-12-29

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: Plaintiff did not defeat a hospital's motion for summary judgment in a medical malpractice action because he did not produce expert testimony that the health care provider failed to meet the applicable standard of health care practice in the community.

Relevant passage: Idaho R. Civ. P. 56(c) states, in part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

♦ **Tetzlaff v. Brooks 130 Idaho 903**
Idaho Supreme Court | 1997-12-24

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: A grant of summary judgment for defendant on plaintiff's suit that concerned an automobile accident was affirmed where the statute of limitations was not tolled by the failure of plaintiff to employ due diligence in locating defendant.

Relevant passage: Idaho R. Civ. P. 56(c) provides that the judgment sought shall be rendered forthwith if the

EXHIBIT R

PAGE 6 CASE No. CV35-24-1063

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**12.06 Summary Judgment
Medical Malpractice | National**

Matching legal concepts:

Summary Judgment | Genuine Issue | No Genuine Issue | Issue Of Fact | Depositions | Judgment As A Matter Of Law | Federal Rule Of Civil Procedure | Issue Of Material Fact | Entitled To Judgment | Fundamental Rights | Answer To Interrogatory | Right To Trial | Great Disparity | Admissions On File | Tort Litigation | Cold Record | Judicial Administration | Open Court | Moving Party

Relevant passage: One of the most significant procedural developments given impetus by the Federal Rules of Civil Procedure is the summary judgment. Its significance for the defendant in tort litigation generally is obvious. The theory of summary judgment is sound, and the formal test of its appropriateness easy to phrase: summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."² Yet the decisions show great disparity in their approach to summary judgment, and understandably so. Certainly efficient judicial administration requires that a judgment should be entered forthwith if there are actually no genuine issues of fact for trial. The process of determining whether genuine issues exist, however, from a psychologically realistic viewpoint, may be one thing; the determination is made on the cold record of depositions, affidavits and other documents on file, and another when made on evidence in open court. To arbitrarily decide a genuine fact issue under the guise of summary judgment is, of course, a serious deprivation of the fundamental right of trial.

23 Summary Judgment
Larson on Employment Discrimination | National

Matching legal concepts:

Judgment As A Matter Of Law | Render | Issue Of Material Fact | Entitled To Judgment | Render Judgment | Findings And Recommendations | Admissions On File | No Genuine Issue | Opposing Affidavits | Adverse Party | Administrative Law | Summary Judgment | Moving Party | Complain | Deposition

Relevant passage: The motion shall be served upon all parties at least 15 days before the time fixed for the hearing on the motion. The adverse party or parties may serve opposing affidavits prior to the day of hearing. The judgment sought shall be rendered forthwith if the complaint and answer, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Summary judgment rendered for or against the Government or the respondent shall constitute the findings and recommendations on the issues involved. Hearings on motions made under this section shall be scheduled by the Administrative Law Judge.

Key Passage 2

Additionally, the moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Bach v. Beeks*, 115 Idaho 101, 765 P.2d 128 (1988); *Celotex v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). Idaho courts have held that in order to foreclose summary judgment, a party "must do more than present a scintilla of evidence, and merely raising the slightest doubt" as to fact is not sufficient to create a genuine issue.³ *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion "is clearly 'credible' or 'so significantly probative,' relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). To withstand a motion for summary

Page 6 of 59
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pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Treatise recommendations for key passage (5)

**701.06 Admiralty Rules of 1920, as Amended
Moore's Federal Practice - Civil | Federal**

Matching legal concepts:

Genuine Issue | Judgment As A Matter Of Law | Render | Issue Of Material Fact | Entitled To Judgment | Issue Of Liability | Admissions On File | Amount Of Damages | No Genuine Issue | Opposing Affidavits | Adverse Party | Summary Judgment | Moving Party | Deposition

Relevant passage: (c) Motion and Proceedings Thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidavits. The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.

7.24 Motions for Summary Judgment, Partial Summary Judgment, or Summary Adjudication.

Matthew Bender Practice Guide: CA Wages & Hours | Federal

Matching legal concepts:

Judgment As A Matter Of Law | Entitled To Summary Judgment | Issue Of Material Fact | Entitled To Judgment | Judgment As A Matter Of Law | Class Action | No Triable Issue | Entitled To Judgment As A Matter Of Law | Wage And Hour | Hour Class | No Genuine Issue | Papers Submitted | Applicable Standard | Moving Party | Discovery | Demonstrata

Relevant passage: As in any other case, a defendant in a wage and hour class action is entitled to complete summary judgment if it meets the applicable standard. In federal court, the defendant is entitled to summary judgment if it can demonstrate that "the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that [the defendant] is entitled to judgment as a matter of law." [Fed. R. Civ. P. 56(c).] In a California state court class action, a defendant will be entitled to summary judgment if "all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." [CCP § 437c, subd. (c).]

**11.05 Discovery of Expert Opinion
Federal Evidence Practice Guide | Federal**

Matching legal concepts:

Issue Of Material Fact | Entitled To Judgment | No Genuine Issue | Summary Judgment | Judgment As A Matter Of Law | Entitled To Summary Judgment | Entitled To Judgment As A Matter Of Law | Federal Rule Of Civil Procedure | Civil Procedure Rule | Discovery

Relevant passage: Under Federal Rule of Civil Procedure 56, a party is entitled to summary judgment if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. If there is no genuine issue as to any material fact and counsel's client is entitled to judgment, move for summary judgment.

EXHIBIT R

PAGE 7 CASE No. CV35-24-1063

EXHIBIT R

PAGE 8 CASE No. CV35-24-1063

judgment, "the non-moving party's case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue." *Edwards v. Conchero, Inc.*, 111 Idaho 851, 727 P.2d 1279 (Id. Ct. App. 1986). Further, with respect to a claimed affirmative defense, it is the obligation and burden of the nonmoving defendant to support a claimed affirmative defense on a motion for summary judgment. *Chandler v. Heyden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

Cases recommended for key passage 2 (8)

◆ Parkwest Homes, LLC v. Barnson 154 Idaho 678
Idaho Supreme Court | 2013-04-18

Matching legal concepts:

Entitled To Judgment | Non Moving Party | Credibility Of Witnesses | Evidentiary Weight | Sufficient To Establish | Summary Judgment | Nonmoving | Existence

Outcome: Lienor seeking to enforce a mechanic's lien against property encumbered by a deed of trust failed to name the trustee of the deed of trust within six months as required by Idaho Code § 45-510; therefore, the lien was ineffective against a subsequent buyer of the property.

Relevant passage: Id. If the record raises neither a question of witness credibility nor requires weighing the evidence, then summary judgment should be granted. *Merrill v. Duffy Reed Constr. Co.*, 82 Idaho 410, 414, 353 P.2d 657, 659 (1960). "The moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case" *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

◆ Idaho v. Smiley 2008 Ida. Dist. LEXIS 4
Idaho Dist. Ct., Kootenai Cty. | 2008-08-28

Matching legal concepts:

Entitled To Judgment | Non Moving Party | Burden Of Proof | Conflicting Inference | Sufficient To Establish | Different Conclusion | Reasonable Mind | Summary Judgment | Nonmoving | Existence

Relevant passage: If the record contains conflicting inferences or if reasonable minds might reach different conclusions, summary judgment must be denied. Id. The moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

◆ Thomas v. Medical Ctr. Physicians, P.A. 138 Idaho 200
Idaho Supreme Court | 2002-12-27

Matching legal concepts:

Summary Judgment | Judgment As A Matter Of Law | Granting Summary Judgment | Discovery Document | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Burden Of Lane | Non Moving Party | Court's Standard | Issue Of Fact | Standard Of Review | Material Issue | Light Most Favorable | Nonmoving | Demonstrate

Outcome: Court erred in granting summary judgment on physician's wrongful termination and retaliatory discharge in violation of public policy claim, as reporting other physician's misconduct fell under public policy

EXHIBIT R

PAGE 9 CASE No. CV35-24-1063

EXHIBIT R

PAGE 10 CASE No. CV35-24-1063

Non Moving Party | Nonmoving | Genuine Issue Of Material Fact | Entitled To Judgment | Home Living | Burden Of Proof | Conclusory Assertion | Sufficient To Establish | Existence

Outcome: Summary judgment was granted to an internet provider in a property owner's unjust enrichment action because, although the lease between a property owner and the lessee prevented subleasing, it was not the owner that conferred a benefit to the provider, but the lessee that conferred the benefit of utilizing the rooftop space to the provider.

Relevant passage: "The nonmoving party must submit more than just conclusory assertions that an issue of material fact exists to sustain a genuine issue of fact." *Nw. Bell v. Nez Perce Liver Serv.*, 198 Idaho 833, 839, 41 P.3d 263, 266 (2002) (internal citation omitted). Accordingly, "[t]he moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial." *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing *Caldec v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)).

◆ Baxter v. Craney 135 Idaho 166
Idaho Supreme Court | 2000-12-15

Matching legal concepts:

Moving Party | Judgment As A Matter Of Law | Discovery Document | Issue Of Material Fact | Entitled To Judgment | Non Moving Party | Burden Of Proof | Issue Of Fact | Material Issue | Light Most Favorable | Summary Judgment | Nonmoving | River | Demonstrate

Outcome: Trial court properly granted summary judgment to respondents on appellants' claims of adverse possession of property; appellants failed to show they paid taxes on the land, and therefore failed to establish a claim of adverse possession.

Relevant passage: Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. See I.R.C.P. 56(c); *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988). The burden of proving the absence of material facts is upon the moving party. See *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 452 P.2d 362 (1969).

◆ Patrick v. Remington Ranch Owners Ass'n 2016 Ida. Dist. LEXIS 15
Idaho Dist. Ct., Kootenai Cty. | 2016-08-01

Matching legal concepts:

Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Demonstrate | Discovery Document | Genuine Issue Of Material Fact | Entitled To Judgment | Burden Of Proof | Household Finance | Finance Corp | Issue Of Fact | Material Issue | Summary Judgment

Relevant passage: "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court . . . demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." *Brewer v. Washington RSA No. 8 Ltd. Partnership*, 145 Idaho 735, 738 184 P.3d 860, 863 (2008) (quoting *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing I.R.C.P. 56(c))). The burden of proof is on the moving party to demonstrate the absence of a genuine issue of material fact. *Rouse v. Household Finance Corp.*, 144 Idaho 68, 70, 156 P.3d 589, 571 (2007) (citing *Evens v. Griswold*, 129 Idaho 902, 905, 935 P.2d 165, 168 (1997)).

Treatise recommendations for key passage (1)

EXHIBIT R

PAGE 11 CASE No. CV35-24-1063

EXHIBIT R

PAGE 12 CASE No. CV35-24-1063

exception, which was jury question.

Relevant passage: In an appeal from an order granting summary judgment, this Court's standard of review is the same as the standard used by the district court in ruling on a motion for summary judgment. *McDonald v. Pane*, 119 Idaho 725, 727, 810 P.2d 259, 261 (1991); *Meredith Bowling Lanes v. Mendian Athletic Ass'n, Inc.*, 105 Idaho 509, 512, 674 P.2d 1283, 1285 (1983). Summary judgment is appropriate if the pleadings, affidavits, and discovery documents file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. I.R.C.P. 56(c); *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

◆ Dorsey v. Dorsey 172 Idaho 667
Idaho Supreme Court | 2023-08-30

Matching legal concepts:

Judgment As A Matter Of Law | Granting Summary Judgment | Discovery Document | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Saint Luke | Non Moving Party | Court's Standard | Issue Of Fact

Outcome: In plaintiff's action against his father for a formal accounting, dissolution, and winding up of their joint dairy operation, the district court erred by rejecting the plain language of the LLC's operating agreement when it adopted an expert's accounting method and rewrote the operating agreement in an attempt to achieve a more equitable result.

Relevant passage: In an appeal from an order granting summary judgment, this Court's standard of review is the same as the standard used by the district court in passing upon a motion for summary judgment. *Kolin v. Saint Luke's Reg'l Med. Ctr.*, 130 Idaho 323, 327, 940 P.2d 1142, 1146 (1997). Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. See I.R.C.P. 56(c); *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

◆ Smith v. Coeur D'Alene N. Homeowners Ass'n 2014 Ida. Dist. LEXIS 3
Idaho Dist. Ct., Kootenai Cty. | 2014-10-29

Matching legal concepts:

Judgment As A Matter Of Law | Discovery Document | Issue Of Material Fact | Entitled To Judgment | Answer To Interrogatory | Issue Of Fact | Material Issue | Summary Judgment | Moving Party | Deposition | Demonstrate | Permit

Relevant passage: "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court . . . demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." *Brewer v. Washington RSA No. 8 Ltd. Partnership*, 145 Idaho 735, 738 184 P.3d 860, 863 (2008) (quoting *Bedell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing I.R.C.P. 56(c))). "The court may permit affidavits to be supplemented . . . by depositions, answers to interrogatories, or further affidavits. I.R.C.P. 56(e).

◆ Lincoln Land Co., LLC v. LP Broadband, Inc. 163 Idaho 105
Idaho Supreme Court | 2017-12-26

Matching legal concepts:

EXHIBIT R

PAGE 11 CASE No. CV35-24-1063

9.42 Reviewing Order Granting Summary Judgment as to Entire Case
Moore's AnswerGuide: Fed Civil Motion Practice | Federal

Matching legal concepts:

Judgment As A Matter Of Law | Granting Summary Judgment | Genuine Issue Of Material Fact | Entitled To Judgment | Reviewing Decision | Moving Party | Appeal Court

Relevant passage: In reviewing a decision granting summary judgment, the appellate court must determine whether there existed a genuine issue of material fact and whether the moving party was entitled to a judgment as a matter of law. See *Fed. R. Civ. P. 56(a)*; see also *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986).

Key Passage 3

Based upon the pleadings in this case, public land records of Nez Perce County, and the statutory presumptions afforded to a trustee's deed, the following facts are undisputed.

1. Jeremy L. Bass was the fee simple owner of the Property and pledge the property as security under a Deed recorded on October 30, 2009 as Instrument No. 774964 in the land records of Nez Perce County, Idaho. (Complaint, Ex. A.; Affidavit of Counsel, Ex. A.)

2. A Notice of Default was recorded on August 17, 2022 as instrument No. 902262 in

Cases recommended for key passage 3 (4)

◆ State v. Major 111 Idaho 419
Idaho Supreme Court | 1986-07-30

Matching legal concepts:

Nez Perce | Indian Reservation | Child | Delinquency Of A Minor | Receive Stolen Property | Injury To Property | Concurrent Criminal | Kidnap | Cruelty To Animals | Disturbing The Peace | Malicious Injury | Firearms In Public | Hunting Rights | Criminal Jurisdiction | Forgery | Express Exclusion | Simple Assault | Public Nuisance | Dangerous Weapon | Public Place | Governing Body | Executive Committee | Abatement | Steel | Fraud | Trespass | Vagrancy | Battery | Extortion | Consent | Procure | Offense

Outcome: Where the state lacked jurisdiction over an Indian for the offense of grand theft by possessing stolen property on a reservation and the stolen items were recovered on and off the reservation, the general verdict of conviction was properly reversed.

Relevant passage: Tribal Resolution 65-126 provides that the Nez Perce Tribal Executive Committee, the governing body of the Nez Perce Indian Reservation, gives consent to the assumption by the State of Idaho of concurrent criminal jurisdiction within the Nez Perce Indian Reservation over the following offenses: drunkenness, disturbing the peace, contributing to the delinquency of minors, procuring intoxicants for minors, simple assault, battery, kidnapping, embezzlement, fraud, forgery, receiving stolen property, extortion, indecency and obscenity, vagrancy, trespassing and malicious injuries to property, public nuisance and abatement thereof, cruelty to animals, and carrying concealed and dangerous weapons in public places the carrying of firearms in pursuit of treaty hunting rights expressly excluded.

◆ State v. Marek 112 Idaho 860
Idaho Supreme Court | 1987-04-17

EXHIBIT R

PAGE 12 CASE No. CV35-24-1063

EXHIBIT R

PAGE 12 CASE No. CV35-24-1063

Matching legal concepts:

Nez Perce | Indian Reservation | Consent | Child | Delinquency Of A Minor | Receive Stolen Property | Injury To Person In Public | Concurant Criminal | Mansa | Cruelty To Animals | Disturbing The Peace | Malicious Injury | Invasion In Public | Duty Constituted | Human Rights | State Jurisdiction | Criminal Jurisdiction | Forcibly | Express Exclusion | Resolution Passed | Simple Assault | Public Nuisance | Dangerous Weapon | Public Place | Governing Body | Executive Committee | Abatement | Steel | Fraud | Trespass | Vagrancy | Battery | Extortion | Procure | Offense

Outcome: A state lacked jurisdiction to try a Native American for aggravated assault pursuant to the Major Crimes Act (Act), but the state had jurisdiction to try him for felony injury to a child because it was not an offense listed in the Act.

Relevant passage: Between 1963 and 1977, there appears to have been only one Nez Perce Tribal Resolution, passed on April 13, 1965, consenting to additional state jurisdiction: NOW, THEREFORE, BE IT RESOLVED, by the Nez Perce Tribal Executive Committee, the governing body of the Nez Perce Indian Reservation, in the aforesaid counties of the State of Idaho, at a duly constituted meeting of said Committee, that consent is given to the assumption by the State of Idaho of concurrent criminal jurisdiction within the Nez Perce Indian Reservation over the following offenses: Drunkenness, Disturbing the peace, Contributing to the delinquency of minors, Procuring intoxicants for minors, Simple assault, Battery, Kidnapping, Embezzlement, Fraud, Forgery, Receiving stolen property, Extortion, Indecency and obscenity, Vagrancy, Trespassing and malicious injuries to property, Public nuisance and abatement thereof, Cruelty to animals, and carrying concealed and dangerous weapons in public places (the carrying of firearms in pursuit of treaty hunting rights expressly excluded). Tribal Resolution 65-126, quoted in State v. Major, 111 Idaho 410, 418, 725 P.2d 115, 123 (1986).

◆ **Crooks v. Maynard** 112 Idaho 312
Idaho Supreme Court | 1987-01-30

Matching legal concepts:

Office Of The Clerk | Nez Perce | Writ Of Prohibition | Extraordinary Remedy | Ex Officio | Auditor | Restrain | Interfere

Outcome: Although the hiring of deputy clerks was within the province of the clerk of the court, and the judge was not empowered to decide who shall be hired, the function of the court could be jeopardized, and thus, he could refuse to accept an assignment.

Relevant passage: (b) Should Mayor Maynard be restrained from interfering with the operation of the office of the clerk of the district court and ex officio auditor and recorder of Nez Perce County, Idaho?" A Writ of Prohibition is an extraordinary remedy. *Rust v. Stewart*, 7 Idaho 558, 64 P. 222 (1901).

◆ **Tyler v. Keenev** 128 Idaho 524
Idaho Court of Appeals | 1996-04-25

Matching legal concepts:

Dismiss The Complaint | Nez Perce | Reasonable Person

Outcome: When plaintiff moved and failed to inform his attorney of his new address or make arrangements to have his mail forwarded, he failed to act reasonably and was not entitled to have default judgment set aside because of mistake.

Relevant passage: An affidavit from the clerk of the Nez Perce County district court reflected that copies of the

EXHIBIT R**PAGE 13 CASE No. CV35-24-1063****EXHIBIT R****PAGE 14 CASE No. CV35-24-1063**

◆ **Fannie Mae v. Hafner** 158 Idaho 694
Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fall To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-506, Idaho Code, and of any other person claiming by, through or under such persons and their personal representatives, successors and assigns from the date of the sale, failing to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1506 did not suggest that the sale was nevertheless final. *Id.* at 142, 59 P.3d at 313.

◆ **Gordon v. United States Bank Nat'l Ass'n** 166 Idaho 105
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Purported Violation | Persons Claiming | No Right | Property Covered | Trustee Sale | Fall To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidata | Lender | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and their personal representatives, successors and assigns from the date of the sale, failing to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. I.C. § 45-1508 (italics added). The Lenders claim that section 45-1508, along with *Spencer v. Jameson*, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not

◆ **Frontier Fed. Sav. & Loan Ass'n v. Douglass** 123 Idaho 808
Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Trust Deed | Purchaser | Sale | Receive Payment | Price Bid | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Beneficiary | Inter Alia | Auction | Execute

Outcome: Mortgagor was entitled to deficiency judgment against mortgagors because there was no violation of the deed of trust foreclosure statute and mortgagor did not waive right to sue under the terms of the note.

Relevant passage: Idaho Code § 45-1506(B) dictates, inter alia, that the trustee shall sell the property in one parcel or in separate parcels at auction to the highest bidder. Any person, including the beneficiary under the trust deed, may bid at the trustee's sale. In addition, Idaho Code § 45-1506(B) provides that the purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser.

EXHIBIT R**PAGE 15 CASE No. CV35-24-1063****EXHIBIT R****PAGE 16 CASE No. CV35-24-1063**

be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(8).

◆ Fronter Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808
Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Purchaser | Receive Payment | Price Bid | Trust Deed | Sale | Execute

Outcome: A beneficiary who held a trustee's sale upon the mortgagor's default and purchased the property at that sale was not precluded from seeking the deficiency owed on the note as well as interest and attorney fees because it did not waive that right.

Relevant passage: Idaho Code § 45-1506(9) provides that the purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser.

Key Passage 5

The effect of a trustee's sale is set forth in Idaho Code § 45-1508, which states:

A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale.

Cases recommended for key passage 6 (8)

▲ Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Giving Notice | Trust Deed | Foreclosure Sale | Actual Knowledge | In Good Faith | Personal Service | Termination | Defect | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: Idaho Code Ann. § 45-1508 establishes when foreclosure sales become final despite defects in notice proceedings. That statute states that a sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code Ann. § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506 shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a defect in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

EXHIBIT R

PAGE 17 CASE No. CV35-24-1063

favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof.

◆ Fannie Mae v. Hafer 158 Idaho 694
Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Defect | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan; the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a defect in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

▲ First Interstate Bank, N.A. v. Eisenbarth 123 Idaho 895
Idaho Court of Appeals | 1983-06-03

Matching legal concepts:

Foreclosure | Trustee | Interest In Property | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Trust Deed | Foreclosure Sale | Termination | Purchaser

Outcome: Summary judgment was properly entered in favor of a bank where its lien was extinguished, and its interest in the property was thereafter unavailable for a future foreclosure, leaving the bank with only a cause of action on the note.

Relevant passage: A foreclosure sale serves to foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. § 45-1503.

▲ Security Pac. Fin. Corp. v. Bishop 109 Idaho 25
Idaho Court of Appeals | 1985-07-31

Matching legal concepts:

EXHIBIT R

PAGE 18 CASE No. CV35-24-1063

Date Of Sale | Day Prior | Publication | Newspaper Of General Circulation | Recording Of A Notice | Notice Of Default | Notice Of Sale | Successor In Interest | Service Of Notice | Redeeming Property | Last Publication | Subordination Lien | Obligation Secured | Successive Week | Public Notice | Trust Deed | Personal Service | In Default | Encumbrance | Occupant

Outcome: A finance company's foreclosure sale on a trust deed after a mortgagee's loan default was invalid because the company failed to strictly comply with statutory notice requirements; however, the mortgagee's counterclaim for usury was properly denied.

Relevant passage: Idaho Code Ann. § 45-1506 provides for personal service of the notice upon occupants of the property and for posting thereof upon the property if it is unoccupied; also, that the notice shall be published in a newspaper of general circulation in each of the counties in which the property is situated, once a week, for four successive weeks, the last publication to be 30 days prior to the date of sale; and affidavits of mailing, of posting, and of publication of notice of sale, are required to be recorded at least 20 days prior to the date of sale. Idaho Code § 45-1506(12) provides that the grantor, or any successor in interest, or any person having a subordinate lien or encumbrance of record, at any time within 115 days of the recording of the notice of default, may pay the obligation secured by the trust deed, or such part thereof as is in default, and thus redeem the property or cure the default, as the case may be.

◆ PHH Mortg. Servs., Corp. v. Perreiras 146 Idaho 631
Idaho Supreme Court | 2009-01-30

Matching legal concepts:

Sale | Validity Of Sale | Good Faith | Fail To Comply | Provisions Of Section | In Good Faith | Purchaser

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-805. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 by providing notice.

Relevant passage: Idaho Code Ann. § 45-1506 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or before such sale.

▲ Ellis v. Butterfield 98 Idaho 544
Idaho Supreme Court | 1977-07-13

Matching legal concepts:

Trustee | Purchaser | Trustee Sale | Trust Deed | Satisfy The Debt | Purchase Of Property | Trust To Secure | Notice Of Default | Purchaser's Default | Defaulting Purchaser | Sale Of Land | Right To Redeem | Sale Of Property | Respective Rights | No Right | Filing Date | Judicial Sale | Filing Notice | Extrajudicial | Benefit

Outcome: Purchasers under an installment land sale contract that was terminated by the vendors had no right of equitable redemption in the absence of a determination that the amounts which they paid and the vendors retained constituted a penalty.

Relevant passage: The parties to a sale of land might also have availed themselves of the statutory deed of trust to secure their respective rights. See I.C. § 45-1502 et seq. Under the Trust Deeds statute, the property is conveyed to a trustee for the benefit of the vendor and in the event of the purchaser's default the trustee can conduct an extra-judicial sale of the property and satisfy the debt. Under this procedure, the defaulting purchaser

is given 115 days from the date of the filing of the notice of default within which to cure his default, I.C. § 45-1506. A trustee's sale is final, and the purchaser has no right to redeem from the person who purchased the property at the trustee's sale. Roos v. Belcher, 79 Idaho 473, 321 P.2d 210 (1958).

▲ Black Diamond Alliance, LLC v. Kimball 148 Idaho 798
Idaho Supreme Court | 2010-03-25

Matching legal concepts:

Subsequent Sale | Time And Place | Trustee | Notice Of Sale | Cancellation | Original Sale | Initial Sale | Designated Place | Trustee Sale | Trust Deed | Beneficiary | Shewup | Waive

Outcome: In an ejectment action, the buyer of foreclosed real estate was entitled to receive attorney fees under Idaho App. R. 11.2 because the appeal was frivolous in that the mortgagor's counsel framed the issue as questioning what notice was required for a postponed sale, and the law on that issue was clearly stated in Idaho Code Ann. § 45-1506(8).

Relevant passage: Idaho Code Ann. § 45-1506(8) provides that a trustee sale must be held at the time and place designated in the notice of sale (or notice of rescheduled sale) where the original sale was barred by stay as provided in Idaho Code Ann. § 45-1506A but that the trustee may postpone the sale if necessary to be benefited by public notice of the sale and may reschedule the sale for the next day or for a subsequent date not less than one hour. If a deed of trust obligor wanted to protect his or her interests, he or she would attend the initial sale and be present to hear of any postponement and act accordingly to protect those interests at the later date. On the other hand, if the obligor did not show up at the initially scheduled sale, one might assume that he or she essentially waived any notice of a postponed sale. The statute does not eliminate the need for a new notice in the event that a sale is canceled, rather than merely being postponed to a subsequent date in accordance with the requirements of Idaho Code Ann. § 45-1506(8).

▲ Fannie Mae v. Ormesher 2014 Ida. Dist. LEXIS 2014

Matching legal concepts:

Genuine Issue Of Material Fact | Notice Of Sale | Trustee | Good Faith | Designated Place | Fannie Mae | Trust Sale | Property Dispute | Time And Place | Fully Paid | Payment | In Good Faith | Purchaser

Relevant passage: Even if the pleadings were factually accurate, a genuine issue of material fact exists about whether the trustee's sale of the disputed property was conducted pursuant to I.C. § 45-1506, and whether Fannie Mae is a purchaser in good faith. Among other things, I.C. § 45-1506 requires that "[t]he sale [be] held on the date and at the time and place designated in the notice of sale I.C. § 45-1506(8)." "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009).

Key Passage 7

See I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the "provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, i.e., the manner of foreclosure including notice of the sale." See Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, the Idaho Supreme Court has held that the recitals and affidavits in a Trustee's Deed are "irrelevant in the event of a purchaser in good faith for value or any successor in interest thereof." (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory

EXHIBIT R

PAGE 19 CASE No. CV35-24-1063

EXHIBIT R

PAGE 20 CASE No. CV35-24-1063

violation." Spencer v. Jameson, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that "the legislature did not intend for a sale to be set aside."

Cases recommended for key passage 7 (8)

Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redem | Purported Violation | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidate | Lender | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. I.C. § 45-1508 (Italics added). The Lenders claim that section 45-1506, along with Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(8).

Fannie Mae v. Hafer 158 Idaho 694
Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Trust Deed | Validity Of Sale | Trust Deeds Act | Failure | Fail To Comply | Foreclosure | Purchaser | Failure To Give Notice | Notice Of Sale | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Legislature Did Not Intend | Right To Redem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fully Paid | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | Payment | In Good Faith | Personal Service | Real Property | Termination | Default | Publication | Respondent

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: Respondents cite Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), for the proposition that "under the Idaho Trust Deeds Act, the legislature did not intend for a sale to be set aside once a

EXHIBIT R

PAGE 21 CASE No. CV35-24-1063

EXHIBIT R

PAGE 22 CASE No. CV35-24-1063

Fannie Mae v. Ormesher 2014 Id. Dist. LEXIS 31
Idaho Dist. Ct., Kootenai Cty. | 2014-05-20

Matching legal concepts:

Genuine Issue Of Material Fact | Notice Of Sale | Trustees | Good Faith | Designated Place | Fannie Mae | Trustee Sale | Property Dispute | Time And Place | Fully Paid | Payment | In Good Faith | Purchaser

Relevant passage: Even if the pleadings were factually accurate, a genuine issue of material fact exists about whether the trustee's sale of the disputed property was conducted pursuant to I.C. § 45-1506, and whether Fannie Mae is a purchaser in good faith. Among other things, I.C. § 45-1506 requires that "[t]he sale [...] be held on the date and at the time and place designated in the notice of sale" I.C. § 45-1506(8). "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009).

Fed. Home Loan Mortg. Corp. v. Appel 143 Idaho 42
Idaho Supreme Court | 2006-05-25

Matching legal concepts:

Trustee | Recital In A Deed | Good Faith | Trust Deed | In Good Faith | Purchaser

Outcome: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the trustee's void because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506B. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the borrower had no notice of an earlier scheduled sale date.

Relevant passage: Idaho Code Ann. § 45-1510 provides that, when the trustee's deed is recorded properly, the recitals in the deed and the affidavits required in Idaho Code Ann. § 45-1506(7) are conclusive in favor of a purchaser in good faith for value.

Trotter v. Bank of N.Y. Mellon 152 Idaho 842
Idaho Supreme Court | 2012-03-23

Matching legal concepts:

Trust Deed | Foreclosure | Advertising | Sale | Trust Act | Conformity | Execute

Outcome: Bank, as trustee, was not required to prove it had standing before foreclosing on a deed of trust, Idaho Code Ann. § 45-1505, and the homeowner's claims were properly dismissed. Because the homeowner did not present argument to support his claim that the nominee had no authority to assign the deed of trust, he waived the issue.

Relevant passage: The Idaho Deed of Trust Act (Act), Idaho Code Ann. §§ 45-1502 through -1515, states that a deed of trust executed in conformity with this act may be foreclosed by advertisement and sale in accord with the procedures it describes, Idaho Code Ann. § 45-1503(1). Those procedures are set forth in Idaho Code Ann. § 45-1505, which states that the trustee may foreclose a trust deed by advertisement and sale if four requirements are met.

Roos v. Belcher 79 Idaho 473

EXHIBIT R

PAGE 23 CASE No. CV35-24-1063

trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale." The section of Idaho Code Ann. § 45-1506, which provides that "[a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1502, which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless valid.

PHH Mortg. Servs. Corp. v. Pereira 146 Idaho 631
Idaho Supreme Court | 2009-01-30

Matching legal concepts:

Sale | Validity Of Sale | Good Faith | Fail To Comply | Provisions Of Section | In Good Faith | Purchaser

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-605. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 in providing notice.

Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

440 v. Riverbank 2014 Id. Dist. LEXIS 37
Idaho Dist. Ct., Kootenai Cty. | 2014-10-16

Matching legal concepts:

Good Faith | Bonafide Purchaser | Notice Provision | Home Loan | In Good Faith | Non-Judicial Foreclosure Sale | Validity Of Sale | Statutory Notice Provision | Man Of Ordinary Prudence | Good Faith Purchaser | Successor In Interest | Federal Land Bank | Purchaser For Value | Inquiry Notice | Reasonable Investigation | Fail To Comply | Mortgage Corporation | Further Inquiry | Provisions Of Section | Actual Knowledge | Real Property | Defect | Disclaimer

Relevant passage: However, "any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." I.C. § 45-1508; see also Fed. Home Loan Mortg. Corp., 143 Idaho 42, 47, 137 P.3d 429, 434 (applying the bona fide purchaser provisions of Idaho Code § 45-1508 to the notice provisions in Idaho Code §§ 45-1506A and 45-1506B). "[S]tatus as a bona fide purchaser or a purchaser in good faith, at least in the context of a nonjudicial foreclosure sale, is generally not available where a purchaser is on inquiry notice of a potential defect of statutory notice provisions." Id. "[W]hatever is noticed enough to excite the attention of a man of ordinary prudence and prompt him to further inquiry, amounts to notice of all such facts as a reasonable investigation would disclose." Fed. Home Loan Mortg. Corp., 143 Idaho 42, 47, 137 P.3d 429, 434 (citing Hill v. Federal Home Bank, 59 Idaho 136, 141, 80 P.2d 782, 791 (1938) (regarding duty of real property mortgagee)). Moreover, "[i]f the purchaser [knows] the § 45-1508a requirements were not complied with, it had actual knowledge that such requirements were not met and it cannot claim to be a good faith purchaser for value." Fed. Home Loan Mortgage Corp., 143 Idaho 42, 47, 137 P.3d 429, 434.

Idaho Supreme Court | 1958-01-29

Matching legal concepts:

Sale Of Real Property | Statutory Right Of Redemption | Judicial Foreclosure | Mortgage Foreclosure | Execution Sale | Redemption Right | Applicable Provision | Trust Deed | Advertising

Outcome: The order that quieted title to the property in favor of the beneficiaries was proper because under the terms of the trust deed the trustee had the power to sell the property without judicial proceedings or the principals' right of redemption.

Relevant passage: The statutory right of redemption, following an execution sale of real property, given by Idaho Code §§ 11-131, 11-401, 11-402, and following judicial foreclosure of a mortgage, given by Idaho Code § 6-101, is expressly denied to the grantor in a trust deed by 1957 Idaho Sess. Laws 181, § 8, where the sale is made by the trustee by notice and sale, or advertisement and sale, pursuant to the power contained in the deed and the applicable provisions of said Chapter 181.

Plaintiffs' Motion for Summary Judgment.pdf

1 passages in your document have recommendations.

Recommendations - Shared

Recommendations - Defendant

Response to MSJ.docx

5 passages in your document have recommendations.

Key Passage 1

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

Cases recommended for key passage 1 (6)

PHH Mortg. Servs. Corp. v. Pereira 146 Idaho 631
Idaho Supreme Court | 2009-01-30

Matching legal concepts:

Sale | Validity Of Sale | Good Faith | Fail To Comply | Provisions Of Section | In Good Faith | Purchaser

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-605. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 in providing notice.

EXHIBIT R

PAGE 24 CASE No. CV35-24-1063

EXHIBIT R

PAGE 24 CASE No. CV35-24-1063

Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

⑤ 440 v. Riverbank 2014 Ida. Dist. LEXIS 37
Idaho Dist. Ct., Kootenai Cty. | 2014-10-16

Matching legal concepts:

Good Faith | Bona Fide Purchaser | Notice Provision | Home Loan | In Good Faith | Nonjudicial Foreclosure Sale | Validity Of Sale | Statutory Notice Provision | Man Of Ordinary Prudence | Good Faith Purchaser | Successor In Interest | Federal Land Bank | Purchaser For Value | Inquiry Notice | Reasonable Investigation | Fail To Comply | Mortgage Corporation | Further Inquiry | Provisions Of Section | Actual Knowledge | Real Property | Defect | Disclosure

Relevant passage: However, "any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." I.C. § 45-1508 (see also Fed. Home Loan Mortg. Corp., 143 Idaho 42, 47, 137 P.3d 429, 434 (applying the bona fide purchaser provisions of Idaho Code § 45-1508 to the notice provisions in Idaho Code §§ 45-1506A and 45-1508)). [S]ale as a bona fide purchaser or a purchaser in good faith, at least in the context of a judicial foreclosure sale, is generally available as a defense to a claim for rescission based upon a potential defect of statutory notice provisions." *Id.* "[W]hatever notice enough to excite the suspicion of a man of ordinary prudence and prompt him to further inquiry, amounts to notice of all such facts as a reasonable investigation would disclose." *Farmly v. Brown*, 111 Idaho 1027, 1033, 729 P.2d 1090, 1096 (Ct. App. 1986) (citing *Hilt v. Federal Land Bank*, 59 Idaho 136, 141, 80 P.2d 789, 791 (1936) (regarding duty of real property mortgagee)). Moreover, "[i]f the purchaser [knows] the § 45-1506A requirements were not complied with, it had actual knowledge that such requirements were not met and it cannot claim to be a good faith purchaser for value." *Fed. Home Loan Mortgage Corp.*, 143 Idaho 42, 47, 137 P.3d 429, 434.

④ Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redemining Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidata | Lender | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. *Id.* at 142, 59 P.3d 313.

EXHIBIT R PAGE 25 CASE No. CV35-24-1063

④ Fannie Mae v. Hafer 158 Idaho 694
Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redemining Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. *Id.* at 142, 59 P.3d 313.

④ Taylor v. Just 138 Idaho 137
Idaho Supreme Court | 2002-11-22

Matching legal concepts:

Fail To Comply | Sale

Outcome: Sale to the bidder by the trustee was void because prior to the sale the grantor and beneficiary had entered into an agreement resolving the default. The sale was void and the trustee could not be required to execute and deliver a trust deed.

Relevant passage: By its terms Idaho Code § 45-1506 only applies to sales challenged because of a failure to comply with the provisions of Idaho Code § 45-1508 (1987).

④ Lind v. Perkins 107 Idaho 901
Idaho Court of Appeals | 1984-12-31

Matching legal concepts:

EXHIBIT R PAGE 26 CASE No. CV35-24-1063

EXHIBIT R PAGE 26 CASE No. CV35-24-1063

Bona Fide Purchaser | Real Property Transfer | Good Faith | Purchaser For Value | Conclusive Effect | Similar Protection | Valuable Consideration | In Good Faith

Outcome: Summary judgment was properly granted to transferees in sellers' action to nullify buyers' conveyance of house to transferees. The sellers failed to prove that transferees knew of fraudulent scheme when the buyers failed to make payments on the note.

Relevant passage: Idaho Code § 55-606 gives "conclusive" effect to any transfer of real property to a transferee who takes "in good faith, and for a valuable consideration." Similar protection is afforded to the bona fide purchaser for value under Idaho Code §§ 55-612 and 55-609.

Key Passage 2 

Kieho Rule of Civil Procedure 56(c) states:
The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.
Summary judgment is only appropriate where no genuine issues of material fact exist, and the moving party is entitled to judgment as a matter of law. See *Idaho Rule of Civil Procedure 56(c)* (I.R.C.P. 56(c)) and *Anderson v. Stahl-John School Dist.*, 412, 128 Idaho 581, 807 P.2d 1034 (1991). The moving party bears the burden of establishing the absence of a genuine issue of material fact. When reviewing the facts, the court must construe all inferences and disputed facts in favor of the non-moving party. See *Wright v. Partash*, 531 P.3d 1118 (Idaho 2023).

Cases recommended for key passage 2 (10)

① Siegel Mobile Home Group v. Bowen 114 Idaho 531
Idaho Court of Appeals | 1988-07-08

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Summary Judgment | Moving Party | Genuine Issue | Entitled To Judgment As A Matter Of Law | Union Pacific Railroad Company | Genuine Issue Of Material Fact | Party Opposing The Motion | No Genuine Issue | Conflicting Inference | Reversible Inference | Different Conclusion | Liberally Construed | Reasonable Mind | Benefit | Mining | Deposition | Admission

Outcome: Debtor's unacknowledged unrecorded deed to his former wife in settlement of a marital property claim had priority over a creditor's subsequent recorded judgment, and the evidence left no genuine issue of material fact of the transfer being bona fide.

Relevant passage: Summary judgment should be granted when the pleadings, depositions, and admissions, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. The facts are to be liberally construed in favor of the party opposing the motion, who is also to be given the benefit of all favorable inferences which might be reasonably drawn from the evidence. *Hayek v. Hecla Mining Co.*, 101 Idaho 299, 612 P.2d 142 (1980); *Dustin v. Union Pacific Railroad Company*, 109 Idaho 361, 707 P.2d 472 (Ct.App.1985). If a record contains conflicting inferences, if they are in mind, might reach different conclusions, summary judgment must be denied. *Reis v. Cox*, 104 Idaho 434, 580 P.2d 463 (Ct.App.1978). On appeal, the scope of our review is limited to determining whether there exists genuine issue of material fact and whether the moving party is entitled to judgment as a matter of law. *Grow-Mor, Inc. v. Butts*, 109 Idaho 1020, 712 P.2d 721 (Ct.App.1985).

② Pure Health Solutions v. Boyd 2009 Ida. Dist. LEXIS 57

EXHIBIT R

PAGE 27 CASE No. CV35-24-1063

EXHIBIT R

PAGE 28 CASE No. CV35-24-1063

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 sets forth that, in considering a motion for summary judgment, summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, the court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Nelson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

⁵ Estate of Benjamin Holland v. Metro. Prop. & Cas. Ins. Co. 2010 Ida. Dist. LEXIS 88
Idaho Dist. Ct., Kootenai Cty. | 2010-07-20

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Under Idaho Rule of Civil Procedure 56, in considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Nelson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

⁶ Malcom v. Borden Ladner Gervais, LLP 2010 Ida. Dist. LEXIS 21
Idaho Dist. Ct., Kootenai Cty. | 2010-11-10

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: In considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Nelson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

⁷ Gurstein v. Kootenai County 2010 Ida. Dist. LEXIS 71
Idaho Dist. Ct., Kootenai Cty. | 2010-10-13

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Light Most Favorable | Nonmoving | Deposition | Admission

EXHIBIT R

PAGE 29 CASE No. CV35-24-1063

EXHIBIT R

PAGE 30 CASE No. CV35-24-1063

EXHIBIT R

PAGE 32 CASE No. CV35-24-1063

Relevant passage: In considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Nelson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

⁸ Campbell v. Kvamme 155 Idaho 692
Idaho Supreme Court | 2013-12-31

Matching legal concepts:

Dispute Of Fact | Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | No Dispute | Disputed Issue | Liberally Constructed | Nonmoving | Deposition

Outcome: In a boundary dispute, a district court's entry of summary judgment in favor of neighbors B and denial of neighbors A's motion for reconsideration were affirmed since neighbors A only challenged one of the reasons for the denial of their motion for reconsideration.

Relevant passage: Under Rule 56(c) of the Idaho Rules of Civil Procedure, summary judgment is proper if "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." If the evidence reveals no disputed issues of material fact, then summary judgment should be granted. Smith v. Mendian Joint Sch. Dist. No. 2, 128 Idaho 714, 718-19, 918 P.2d 583, 587-88 (1996). In making this determination, "all disputed facts are liberally construed in favor of the non-moving party." McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991).

⁹ Minnick v. Hawley Troxell Ennis & Hawley, LLP 157 Idaho 863
Idaho Supreme Court | 2015-01-09

Matching legal concepts:

Dispute Of Fact | Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | No Dispute | Disputed Issue | Liberally Constructed | Nonmoving | Deposition

Outcome: The district court erred in finding on summary judgment that plaintiffs' legal malpractice claim against defendant law firm was time-barred under Idaho Code Ann. § 5-219(4), where the instant action was filed in June 2012, less than two years after subordination was raised in June 2011.

Relevant passage: Under Rule 56(c) of the Idaho Rules of Civil Procedure, summary judgment is proper if "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." If the evidence reveals no disputed issues of material fact, then summary judgment should be granted. Smith v. Mendian Joint Sch. Dist. No. 2, 128 Idaho 714, 718-19, 918 P.2d 583, 587-88 (1996). In making this determination, "all disputed facts are liberally construed in favor of the non-moving party." McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991).

Key Passage 3

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Relevant passage: Bonz, 119 Idaho at 541, 808 P.2d at 878. The burden of proving the absence of material facts is upon the moving party. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868, 452 P.2d 362, 365 (1969).

¹⁰ Elliposis v. Knox 123 Idaho 499
Idaho Court of Appeals | 1992-11-04

Matching legal concepts:

Treasure Valley | Burden Of Proof | Moving Party | Material Fact | River

Outcome: Directors were not liable to borrowers for contradicting bank employees' promise because directors were not parties to a wrongful act, borrowers lacked standing under Idaho Bank Act, and economic damages were not recoverable in negligence.

Relevant passage: Treasure Valley Bank v. Butcher, 117 Idaho 974, 793 P.2d 206 (1990). The burden of proving the absence of material facts is upon the moving party. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969).

¹¹ Wright v. Ada County 2015 Ida. Dist. LEXIS 21
Idaho Dist. Ct., Ada Cty. | 2015-01-05

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Circumstantial Evidence | River

Relevant passage: Circumstantial evidence can create a genuine issue of material fact. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 361 (1969). All doubts must be resolved against the moving party. Ashby v. Hubbard, 100 Idaho 67, 593 P.2d 402 (1979).

¹² Snake River Equip. Co. v. Christensen 107 Idaho 541
Idaho Court of Appeals | 1984-11-08

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment Motion | Canal Company | Interrogatory | Deposition | River

Outcome: Summary judgment for a creditor was upheld in a collection action because the creditor did not waive its right to rely on collateral when it proceeded by execution and levy to enforce a judgment on note against the debtors.

Relevant passage: A trial court is not bound by the pleadings when determining whether a genuine issue of material fact exists. When a motion for summary judgment has been made, all affidavits, depositions and interrogatories are to be considered in conjunction with the pleadings. I.R.C.P. 56(c); Petricevich v. Salmon River Canal Company, 92 Idaho 865, 452 P.2d 362 (1969).

¹³ McCoy v. Lyons 120 Idaho 765
Idaho Supreme Court | 1991-10-25

Matching legal concepts:

Therefore, summary judgment should not be granted in this case because there are several material facts in dispute, particularly concerning whether the auction process was conducted properly, whether Plaintiffs acted in good faith, and whether Plaintiffs qualify as bona fide purchasers with protection under Idaho Code § 45-1506. These factual disputes warrant a trial to resolve them.

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

Cases recommended for key passage 4 (7)

¹⁴ Am. Bank v. Brn Dev. 2011 Ida. Dist. LEXIS 25
Idaho Dist. Ct., Kootenai Cty. | 2011-02-01

Matching legal concepts:

Burden Of Proof | Moving Party | Material Fact | River

EXHIBIT R

PAGE 31 CASE No. CV35-24-1063

EXHIBIT R

PAGE 32 CASE No. CV35-24-1063

Material Fact | River | Burden | Genuine Issue Of Material Fact | Burden Of Proof | Moving Party | Circumstantial Evidence | Irrigation | Farm

Outcome: Fraud and other claims were improperly denied on summary judgment because there were factual issues as to whether attorney represented both the heirs and the land purchaser and whether he concealed the land's appraised value in completing the sale.

Relevant passage: The burden of proving the absence of a material fact rests at all times upon the moving party. G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 808 P.2d 681 (1991); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362, 365-66 (1969). Chisholm v. Ramsey, 91 Idaho 884, 429 P.2d 416 (1967) held that burden of proof lies with plaintiff. Circumstantial evidence can create a genuine issue of material fact." Doe v. Duran, 110 Idaho 466, 716 P.2d 1230 (1986); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868-69, 452 P.2d 362, 365-66 (1969).

Carman v. Carman 114 Idaho 551
Idaho Court of Appeals | 1988-07-26

Matching legal concepts:

Genuine Issue Of Material Fact | Sufficient Fact | Summary Judgment | Circumstantial Evidence | River

Outcome: Although court clerk denied disclosing property settlement decision to ex-husband before it was handed down, when he admitted the disclosure and circumstantial evidence controverted the clerk's testimony, county was not entitled to summary judgment.

Relevant passage: Central Idaho Agency, Inc. v. Turner, 92 Idaho 306, 442 P.2d 442 (1968). Circumstantial evidence may create a genuine issue of material fact sufficient to withstand summary judgment. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969).

G & M Farms v. Funk Irrigation Co. 119 Idaho 514
Idaho Supreme Court | 1991-03-19

Matching legal concepts:

Genuine Issue Of Material Fact | Improperly Granted | Fact Remains | Summary Judgment | River

Outcome: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints or evidence showed they knew statements were untrue, farmer established *prima facie* case of intentional misrepresentation.

Relevant passage: E.g., Earl v. Cryocare, a Div. of W.R. Grace, 115 Idaho 1067, 772 P.2d 725 (ClApp. 1989); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969). Summary judgment is improperly granted where any genuine issue of material fact remains unresolved. Kline v. Clinton, 103 Idaho 116, 645 P.2d 350 (1982); Taylor v. Choules, 102 Idaho 222, 628 P.2d 1056 (1981).

Key Passage 5

County of NEZ PERCE COUNTY
On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared
Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and

EXHIBIT R

PAGE 33 CASE No. CV35-24-1063

EXHIBIT R

PAGE 34 CASE No. CV35-24-1063

purchased of one C. J. Landon, seven thousand bushels of O. K. No. 1 marketable wheat, to be delivered at top of tramway on or before sixty days; loss or damage by fire to be carried by the party of the first part. This sale was evidenced by a written instrument in writing signed by C. J. Landon, attested with his seal, witnessed by Fred W. Hallett, one of the plaintiffs, and acknowledged before him as notary. On the twenty-third day of September, 1895, the defendant, as constable, levied an execution (issued by justice of the peace of said county upon a judgment against C. J. Landon) upon and seized eight hundred sacks of wheat upon the premises and in the possession of said C. J. Landon."

Jordan v. Securities Credit Corp. 79 Idaho 284
Idaho Supreme Court | 1957-07-26

Matching legal concepts:

Execute | Quasi Municipal | Partnership Name | Public Corporation | Political Subdivision | Instrument | Manner Prescribed | Assistant Secretary | Chapter 7 | Substantial Compliance | Express Provision | Vice President | Insubstantial | Proof | Prohibition

Outcome: A claimant's failure to show that a debtor, rather than its president, was liable to him justified holding that he was not the debtor's creditor and a mortgagee's failure to obtain the proper acknowledgements made it a general creditor.

Relevant passage: The provisions of Idaho Code § 55-805 clearly prohibit the filing of an instrument not acknowledged in substantial compliance with the statutes. Before an instrument may be recorded, unless it is otherwise expressly provided, its execution must be acknowledged by the person executing it, or if executed by a corporation, by its president or vice-president, or secretary or assistant secretary, or other person executing the same on behalf of the corporation, or if executed in the name of the state of Idaho or any county, political subdivision, municipal, quasi-municipal, or public corporation, by one or more of the officers of such state, county, political subdivision, municipal, quasi-municipal, or public corporation executing the same, or if executed in a partnership name, by one or more of the partners who subscribed the partnership name thereto, the execution must be proved and the acknowledgment or proof, certified in the manner prescribed by chapter 7 of this title.

Practical Guidance recommendations for key passage (4)

Deed of Trust

National

Matching legal concepts:

Instrument | Signature | Validity Of Document | Certificate | Execute | Document States | Under Penalty Of Perjury | Forgiving Paragraph | Official Seal | Satisfactory Evidence | Notary Public | State Law | Authorization | Witness | Identity | Subscription

Relevant passage: The following is a standard acknowledgment which fits the California code form: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of On before me, (name and title of the officer), personally appeared (name of signatory), who, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal)

EXHIBIT R

PAGE 35 CASE No. CV35-24-1063

EXHIBIT R

PAGE 36 CASE No. CV35-24-1063

Va Code | Expiration | Notarial Certificate | Place Of Incorporation | Notary Act | Photographic Reproduction | Physical Location | Virginia Code | Notary Seal | Title Company | Notary Public | Serial Number | Expiration Date | In Person | Signature | Instrument | Online

Relevant passage: Additionally, per the Virginia Notary Act, all notarized documents must include the expiration date of the notary's commission (e.g., "My commission expires the [day] day of [month], [year]" and a sharp, legible, permanent notary seal/stamp capable of photographic reproduction. See Va. Code Ann. §§ 47.1-2, 47.1-16(C). In addition, every electronic notarial certificate must include the county or city where the electronic notary public was physically located at the time of the notarization act. The electronic notarization certificate also indicates whether the notarization was done in person or by remote online notarization. Va. Code Ann. § 47.1-16 (A). The notary acknowledgement is not a provision that is notarized, but all parties and the title company should ensure the notary will be acceptable to the recording office. The following is a standard corporal acknowledgment which fits the Virginia code form: State of _____ County or city of _____ On this _____ day of _____ (20), before me appeared _____ to me personally known, who, being by me duly sworn (or affirmed), did say that he is the _____ of _____, and that [he] said instrument was affixed to said instrument is the corporate seal of said corporation (or association), and that [he] said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees), and said _____ acknowledged said instrument to be the free act and deed of said corporation (or association). (Signature and title of officer taking acknowledgment. Seal, if required.)

Deed of Trust

National

Matching legal concepts:

Va Code | Expiration | Notarial Certificate | Place Of Incorporation | Notary Act | Photographic Reproduction | Physical Location | Virginia Code | Notary Seal | Title Company | Notary Public | Serial Number | Expiration Date | In Person | Signature | Instrument | Online

Relevant passage: The following is a standard acknowledgment which fits the California code form: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of On before me, (name and title of the officer), personally appeared (name of signatory), who, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal)

commission expires the _____ day of _____.

Treatise recommendations for key passage (1)

top2017.08 T&W Homes Etc, LLC v. Crotwell

Powell on Real Property | National

Matching legal concepts:

Notary Public | Instrument

Relevant passage: The deed was signed by Lum, who personally appeared before a notary public and "acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned." ...

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

1 passages in your document have recommendations.

Key Passage 1

ss.
County of NEZ PERCE COUNTY

On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 _____

Cases recommended for key passage 1 (1)

◆ Rappie v. Hughes 10 Idaho 338
Idaho Supreme Court | 1904-07-09

Matching legal concepts:

Sale | Levying Execution | Justice Of The Peace | Pretended Sale | Nez Perce | Fine Damage | Stating Facts | Twenty Third | Firm Name | Execution Issued | Sixty Days | First Part | In Writing | Evidence | Witness | Notary | Instrument | Attestation | Loss | Purchase | Premises | Possession

Relevant passage: Hallett v. Parrott, 5 Idaho 496, 51 P. 109, cited by appellant, involved the attempted or pretended sale of wheat in Nez Perce county. Mr. Justice Huston writes this opinion also and states the facts as follows: "On the third day of September, 1895, plaintiffs being partners under the firm name of Hallett & Morrison, purchased of one C. J. Landon, seven thousand bushels of O. K. No. 1 marketable wheat, to be delivered at top of hill near town of Nez Perce, on the twenty-third day of first part of October, 1895. The sale was made and was evidenced by an instrument in writing signed by C. J. Landon, attested with his seal, witnessed by Fred W. Hallett, one of the plaintiffs, and acknowledged before him as notary. On the twenty-third day of September, 1895, the defendant, as constable, levied an execution (issued by justice of the peace of said county upon a judgment against C. J. Landon) upon and seized eight hundred sacks of wheat upon the premises and in the

EXHIBIT R

PAGE 37 CASE No. CV35-24-1063

EXHIBIT R

PAGE 38 CASE No. CV35-24-1063

▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

4. **AARON SEVERINSEN, Plaintiff/Appellant vs. THOMAS AND MICHELLE TUELLER, SEARLE PROPERTIES, LLC, STONEY FARM, LLC, JOHN and JANE DOES 1-50, Defendants/Appelleants.**
Idaho Supreme Court | June 15, 2023 | 2023 ID S. CT. BRIEFS LEXIS 415

Outcome: No outcome identified

Judge: Darren B. Simpson | Counsel: Olsen Taggart PLLC (Steven Lyle Taggart) | Counsel: Banks Gaffney, PLLC (Jeffery W. Banks)

Matching legal concepts from your document: Property Owner, Purchase Of Property, Motion To Dismiss

Matching cites from your document:
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
▲ Celotex Corp. v. Calrett | 477 U.S. 317
▲ Badell v. Beeks | 115 Idaho 101

5. **PHH MORTGAGE, Plaintiff/Third Party Defendant-Counterdefendant-Respondent vs. CHARLES NICKERSON and DONNA NICKERSON, Defendant-Counterclaimant-Third Party Complainant-Appellants, and COLDWELL BANKER MORTGAGE, a dba of PHH MORTGAGE and JP MORGAN CHASE BANK, NA, Third Party Defendants-Respondents.**
Idaho Supreme Court | May 27, 2015 | 2015 ID S. Ct. Briefs LEXIS 318

Outcome: No outcome identified

Judge: Michael J. Griffin | Counsel: Hawley Troxell Ennis & Hawley LLP (Benjamin Craig Ritchie) | Counsel: Just Law Office (Charles C. Just) | Counsel: Dunn Law Offices, PLLC (Amelia A. Campealy) | Counsel: Law Office of Charles L. Nickerson (L. Offices Charles Nickerson) | Counsel: Parsons Behle & Latimer A Professional Corporation (Jon A. Stengel)

Matching legal concepts from your document: Affirmative Defense

Matching cites from your document:
▲ Celotex Corp. v. Calrett | 477 U.S. 317
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
▲ Badell v. Beeks | 115 Idaho 101
◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

6. **LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant.**
Idaho Supreme Court | May 06, 2011 | 2011 ID S. Ct. Briefs LEXIS 121

Outcome: No outcome identified

Judge: Robert J. Eldee | Counsel: Parsons, Loveland, Shirley & Lindstrom, LLP (Randolph Calvin Stone) | Counsel: Lubovski, Wygle, Fallowfield & Ritzey, P.A. (Janet C. Wygle)

Matching legal concepts from your document: Trust Deed, Lender, Good Faith

Matching cites from your document:
◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865
◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

7. **PETER HOOVER, Plaintiff/Appellant and SHEILA M. HOOVER ESTATE, Plaintiff v. FARMERS INSURANCE GROUP, California corporation, FARMERS INSURANCE COMPANY OF IDAHO, an Idaho corporation, ELDON LEWIS, of Farmers Insurance Company of Idaho, MIKE D. FLYNN, of**

EXHIBIT R

PAGE 39 CASE No. CV35-24-1063

EXHIBIT R

PAGE 40 CASE No. CV35-24-1063

possession of said C. J. Landon."

Similar Briefs - Plaintiff

Plaintiffs' Memorandum in Support Of Motion For Summary Judgment.Pdf

1. **NATHANIAL VALENCIA and EMILY WILLIAMS, On behalf of themselves and all other similarly situated, Plaintiffs-Appellants, vs. SAINT ALPHONSUS MEDICAL CENTER - NAMPA, INC., an Idaho non-profit corporation; and DOES 1 through 25, inclusive, Defendants-Respondents.**
Idaho Supreme Court | September 19, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1447

Outcome: No outcome identified

Judge: Brady S. Ford | Counsel: Law Offices of Barry L. Kramer (Barry L. Kramer) | Counsel: King & Spalding LLP (Amanda L. Hayes-Klibreab) | Counsel: Crandall Law Office (Douglas W. Crandall)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss

Matching cites from your document:
◆ Thomson v. Idaho Int. Agency | 126 Idaho 581
◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
▲ Celotex Corp. v. Calrett | 477 U.S. 317
▲ Badell v. Beeks | 115 Idaho 101

2. **AARON SEVERINSEN, Plaintiff/Appellant, vs. THOMAS AND MICHELLE TUELLER, a married couple, SEARLE PROPERTIES, LLC, an Idaho Limited Liability Company, STONEY FARM, LLC, an Idaho Limited Liability Company, and JOHN and JANE Does 1-50, Defendants/Respondents.**
Idaho Supreme Court | July 14, 2023 | 2023 ID S. CT. BRIEFS LEXIS 497

Outcome: No outcome identified

Judge: Darren B. Simpson | Counsel: Olsen Taggart PLLC (Steven Lyle Taggart) | Counsel: Banks Gaffney, PLLC (Jeffery W. Banks)

Matching legal concepts from your document: Property Owner, Purchase Of Property, Motion To Dismiss

Matching cites from your document:
① Brackenridge Prop. Fund 2016, LLC v. Wally Enter. | 170 Idaho 649
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
◆ Chandler v. Hayden | 215 P.3d 485

3. **WHITNEY L. BRIGHT, Plaintiff/Appellant, vs. ROMAN MAZNIK and NATALYA K. MAZNIK, husband and wife, Respondents, and JAMES R. THOMAS, KATHERINE L. THOMAS, Defendants.**
Idaho Supreme Court | December 13, 2016 | 2016 ID S. Ct. Briefs LEXIS 462

Outcome: No outcome identified

Judge: Thomas Joseph Ryan | Counsel: Evans Keane LLP (Jed W. Marwaring) | Counsel: Montgomery Dowd LLC (Gary L. Montgomery)

Matching legal concepts from your document: Property Owner, Entitled To Judgment, Tenant

Matching cites from your document:
◆ Chandler v. Hayden | 215 P.3d 485
◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

Farmers Insurance Company of Idaho, MARGUERITE D. SOWERSBY, of Farmers Insurance of Idaho, Defendant-Respondents. Idaho Court of Appeals | February 08, 2010 | 2010 ID App. Ct. Briefs LEXIS 3

Outcome: No outcome identified

Judge: Betsey Kidwell | Judge: Cheri C. Cossey | Counsel: Benoit, Alexander, Mollerup & Danielson, PLLC (Robert J. Alexander) | Counsel: Johnson Law Group (Peter J. Johnson)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss, Summon

Matching cites from your document:
▲ Badell v. Beeks | 115 Idaho 101
◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

8. **KENNETH LESLIE CALDWELL, Plaintiff, Appellant, vs. JUDICIAL ADMINISTRATION OF IDAHO, EAST IDAHO NEWS, AND LOCAL NEWS 8, Defendant, Respondent.**
Idaho Supreme Court | October 11, 2022 | 2022 ID S. CT. BRIEFS LEXIS 905

Outcome: No outcome identified

Judge: Derrick O'Neill | Judge: Bruce L. Pickett | Counsel: Wright Law Offices, PLLC (Steven J. Wright)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:
▲ Celotex Corp. v. Calrett | 477 U.S. 317
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
◆ Chandler v. Hayden | 215 P.3d 485

9. **NICHOLAS A. THOMASON, Appellant SANDRA K. THOMASON, Appellant BYRON T. THOMASON, Appellant MARILYN THOMASON, Appellant v. MADISON REAL PROPERTY, LLC.**
Idaho Supreme Court | November 13, 2009 | 2009 ID S. Ct. Briefs LEXIS 416

Outcome: No outcome identified

Judge: Mark S. Rammell | Judge: Gregory W. Moeller | Counsel: Forsberg Law Offices (William R. Forsberg)

Matching legal concepts from your document: Instrument, Entitled To Judgment, Trustee

Matching cites from your document:
◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

10. **IDAHO LOTS, LLC, and PINENHAVEN PLANNING BOARD, Plaintiffs-Respondents, v. GREGORY BROWN and JOHN OR JANE DOES 1-5, Defendants/Appellants.**
Idaho Supreme Court | July 21, 2022 | 2022 ID S. CT. BRIEFS LEXIS 468

Outcome: No outcome identified

Judge: Steven Boyce | Counsel: Herndon & Stosich, P.A. (James C. Herndon) | Counsel: Lubing, Gregory & Reclanous, LLC (James K. Lubing)

Matching legal concepts from your document: Property Owner, Entitled To Judgment, Instrument

Matching cites from your document:
◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

3. Celotex Corp. v. Cabrett | 477 U.S. 317
11. THE LOI A. CAZIER REVOCABLE TRUST, Plaintiff/Respondent, vs. CHARLES DRAKE CAZIER; LAND RENEWAL MANAGEMENT, INC., an Idaho Corporation, and JOHN DOES I-X, Defendants/Appellants., Idaho Supreme Court | August 27, 2019 | 2018 ID S. CT. BRIEFS LEXIS 1188
Outcome: No outcome identified
Matching legal concepts from your document: Good Faith, Verified Answer, Trustee
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Badell v. Beeks | 115 Idaho 101
12. CLARENCE ALEXANDER AND DEMETRIE (DACHO) ALEXANDER, Petitioners, v. GWITHYAA ZHEE CORPORATION ET AL., Respondents., U.S. Supreme Court | April 21, 2022 | 2022 U.S. CT. BRIEFS LEXIS 1391
Outcome: No outcome identified
Matching legal concepts from your document: Ejectment, Affirmative Defense, Instrument
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Collins v. United States | 477 U.S. 242
13. PETER HOOVER, Plaintiff/Appellant, and SHEILA M. HOOVER ESTATE, Plaintiff v. FARMERS INSURANCE GROUP, California corporation, FARMERS INSURANCE COMPANY OF IDAHO, an Idaho corporation, ELDON LEWIS, of Farmers Insurance Company of Idaho, MIKE D. FLYNN, of Farmers Insurance Company of Idaho, MARGUERITE D. SOUERSBY, of Farmers Insurance of Idaho, Defendants/Respondents., Idaho Court of Appeals | April 06, 2010 | 2010 ID App. Ct. Briefs LEXIS 5
Outcome: No outcome identified
Judge: Cheri C. Copsey | Counsel: Benoit, Alexander, Mollerup & Danielson, PLLC (Robert J. Alexander) | Counsel: Johnson Law Group (Peter J. Johnson)
Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss
Matching cites from your document:
◆ Petricich v. Salmon River Canal Co. | 92 Idaho 865
▲ Badell v. Beeks | 115 Idaho 101
14. Leon F. Atkinson, Plaintiff/Appellant, vs. Nancy Laux, et ux; Sharon Kroq-Cards, et ux; and Bruce Greene, Defendants/Respondents., Idaho Supreme Court | August 18, 2011 | 2011 ID S. Ct. Briefs LEXIS 210
Outcome: No outcome identified
Judge: Benjamin R. Simpson | Counsel: Paine Hamblen, LLP (William J. Schroeder) | Counsel: Bruce H. Greene, P.A. (Bruce H. Greene) | Counsel: Powell & Reed, PC (Todd Matthew Reed) | Counsel: Paine Hamblen, LLP (Gregory Curtis Hesler)
Matching legal concepts from your document: Motion To Dismiss, Affirmative Defense
Matching cites from your document:
● Sewell v. Nielsen, Monroe, Inc. | 109 Idaho 192
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

EXHIBIT R

PAGE 41 CASE No. CV35-24-1063

15. NADENE R. CARTER, NORMA R. BENNETT, LAREE LARSON, MELVIN S. ROBERTS, Beneficiaries of the Norman H. Roberts Family Revocable Trust, Plaintiffs-Appellants, v. FLORA AND DONOVAN ZOLLINGER, Defendants-Respondents., Idaho Supreme Court | January 14, 2008 | 2008 ID S. Ct. Briefs LEXIS 46
Outcome: No outcome identified
Judge: Don L. Harding | Counsel: Thomsen Holman Wheeler, PLLC (Michael J. Wheeler)
Matching legal concepts from your document: Entitled To Judgment, Instrument
Matching cites from your document:
◆ Edwards v. Conchenco, Inc. | 111 Idaho 851
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
16. TRAVIS FORBUSH and GRETCHEN HYMAS, Individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC (Deceased), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEK, Individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 413
Outcome: No outcome identified
Judge: Cheri C. Copsey | Counsel: Moore Ella & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Moore Ella & Kraft & Hall, LLP (Craig Stacey) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: The Spence Law Firm, LLC (Michael Finton Lutz)
Matching legal concepts from your document: Property Owner, Tenant
Matching cites from your document:
◆ Edwards v. Conchenco, Inc. | 111 Idaho 851
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
17. TRAVIS FORBUSH and GRETCHEN HYMAS, Individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC (Deceased), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEK, Individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 391
Outcome: No outcome identified
Judge: Cheri C. Copsey | Counsel: Moore Ella & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Moore Ella & Kraft & Hall, LLP (Craig Stacey) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: The Spence Law Firm, LLC (Michael Finton Lutz)
Matching legal concepts from your document: Property Owner, Tenant
Matching cites from your document:
◆ Edwards v. Conchenco, Inc. | 111 Idaho 851
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
18. BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiff/Appellant, vs. WALLY ENTERPRISES, INC., NEINSTEIN & REILEY, P.S., CORNERSTONE PROPERTIES, LLC, Defendants/Respondents., Idaho Supreme Court | August 06, 2021 | 2021 ID S. Ct. BRIEFS LEXIS 745

EXHIBIT R

PAGE 42 CASE No. CV35-24-1063

- Outcome: No outcome identified
Judge: Bruce L. Pickett | Counsel: Stover, Gadd & Associates, PLLC (David W. Gadd) | Counsel: Holden, Kidwell, Hahn & Crapo, P.L.C. (D. Andrew Rawlings)
Matching legal concepts from your document: Trust Deed, Good Faith
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Spencer v. Jameson | 211 P.3d 106
19. CHRIS DRAKOS and CHRIS DRAKOS ENTERPRISES, Plaintiffs/Appellants, vs. GARRETT H. SANDOW and DOREA ENTERPRISES, INC., Defendants/Respondents., Idaho Supreme Court | November 25, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1913
Outcome: No outcome identified
Judge: Steven H. Thompson
Matching legal concepts from your document: Nonpayment, Entitled To Judgment
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
● Sewell v. Nielsen, Monroe, Inc. | 109 Idaho 192
20. HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, Third Party Plaintiff/Appellant, v. BRIGHTON INVESTMENTS LLC, Third Party Defendant/Respondent., Idaho Supreme Court | November 05, 2009 | 2009 ID S. Ct. Briefs LEXIS 327
Outcome: No outcome identified
Judge: Ronald J. Wilper | Counsel: Parsons Behle & Latimer A Professional Corporation (Frederic V. Shoemaker) | Counsel: Given Pursey LLP (David R. Lombardi) | Counsel: Given Pursey LLP (Robert B. White) | Counsel: Parsons Behle & Latimer A Professional Corporation (Richard H. Green)
Matching legal concepts from your document: Good Faith, Motion To Dismiss
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Collins v. United States | 477 U.S. 242
21. METEKU NEGATU, Petitioner, -v- WELLS FARGO BANK, N.A., Respondent., U.S. Supreme Court | October 26, 2018 | 2018 U.S. S. Ct. Briefs LEXIS 3980
Outcome: No outcome identified
Matching legal concepts from your document: Trust Deed, Tenant
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Collins v. United States | 477 U.S. 242
22. MICHAEL J. PENCE and TAUNI R. PENCE, Petitioner, v. STATE OF ARIZONA EX REL., ARIZONA COURT OF APPEALS, SUPERIOR COURT OF MARICOPA COUNTY, DEUTSCHE BANK NATIONAL TRUST COMPANY, and HARBORVIEW MORTGAGE LOAN TRUST, Respondents., U.S. Supreme Court | June 07, 2017 | 2017 U.S. S. Ct. Briefs LEXIS 2119
23. TRAVIS FORBUSH and GRETCHEN HYMAS, Individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC (Deceased), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBEK, Individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents., Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 414
Outcome: No outcome identified
Judge: Cheri C. Copsey | Counsel: Moore Ella & Kraft & Hall, LLP (Michael J. Elia) | Counsel: The Spence Law Firm, LLC (Tyson E. Logan) | Counsel: Law Offices of Matthew G. Gunn (Matthew Gunn) | Counsel: Moore Ella & Kraft & Hall, LLP (Craig Stacey) | Counsel: The Spence Law Firm, LLC (G. Bryan Ulmer III) | Counsel: Peterson Lawyers (Charles F. Peterson Jr.)
Matching legal concepts from your document: Property Owner, Tenant
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Collins v. United States | 477 U.S. 242
24. ANGELA CAO, Petitioner, v. BSI FINANCIAL SERVICES, INCORPORATED; CHRISTIANA TRUST, WILMINGTON SAVINGS FUND SOCIETY, STANWICH MORTGAGE LOAN TRUST SERIES 2012-12, STANWICH MORTGAGE ACQUISITION COMPANY INCORPORATED, CARRINGTON MORTGAGE SERVICES, L.C., SELENE FINANCE, L.P., MTGLQ INVESTORS L.P., Respondents., U.S. Supreme Court | January 11, 2022 | 2022 U.S. S. Ct. BRIEFS LEXIS 125
Outcome: No outcome identified
Matching legal concepts from your document: Trust Deed, Lender
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Collins v. United States | 477 U.S. 242
25. AHMED HALIM, Petitioner v. UNITED STATES, Respondent., U.S. Supreme Court | August 10, 2020 | 2020 U.S. S. Ct. BRIEFS LEXIS 5655
Outcome: No outcome identified
Judge: Sonia Sotomayor
Matching legal concepts from your document: Good Faith, Tenant
Matching cites from your document:
▲ Celotex Corp. v. Cabrett | 477 U.S. 317
▲ Collins v. United States | 477 U.S. 242
26. GREG JOHN, Petitioner, v. DOUGLAS COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; TOM MORGAN, an individual; KATHERINE MILNER, an individual; GARY DIEDRICH, an individual; and MARTY SWISHER, an individual, Respondents., U.S. Supreme Court |

EXHIBIT R

PAGE 43 CASE No. CV35-24-1063

EXHIBIT R

PAGE 44 CASE No. CV35-24-1063

April 28, 2010 | 2010 U.S. Ct. Briefs LEXIS 1267

Outcome: No outcome identified

Counsel: Erickson, Thorpe & Swainston, Ltd. (Rebecca Bruch) | Counsel: Erickson, Thorpe & Swainston, Ltd. (Ann M. Alexander)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ◆ Collins v. United States | 477 U.S. 242

27. KEVIN MIRCH, PETITIONER v. SUPREME COURT STATE OF NEVADA, STATE BAR OF NEVADA, U.S. Supreme Court | July 09, 2008 | 2008 U.S. Ct. Briefs LEXIS 1482

Outcome: No outcome identified

Judge: Robin L. Ribble | Judge: Linda B Riegle | Judge: Deborah A. Agosti | Judge: Ward HuntJudge: Stanley Forman Reed | Judge: A. William Maupin | Judge: James W. Hardisty

Matching legal concepts from your document: Motion To Dismiss, Good Faith

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ◆ Collins v. United States | 477 U.S. 242

28. ANNA CRAMMER, INDIVIDUALLY, AND BRIAN CRAMMER, INDIVIDUALLY, PETITIONERS, v. PHILADELPHIA INDEMNITY INSURANCE COMPANY, RESPONDENT, U.S. Supreme Court | March 06, 2018 | 2018 U.S. Ct. Brief LEXIS 1008

Outcome: No outcome identified

Judge: Joseph A. Dickson | Judge: Esther Salas

Matching legal concepts from your document: Affirmative Defense, Good Faith

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ◆ Collins v. United States | 477 U.S. 242

29. LARRY A. CROSSELEY, PETITIONER, v. LIBERTY BANK & TRUST CO., THOMAS J. HROMATKA, C.E.O., HERTZ FARM MANAGEMENT INC., GARY LOOS AS RECEIVER, FARMERS CO-OP ASSOCIATION FOREST CITY, FARMERS CO-OP ELEVATOR CO, LELAND, DON SEVERSON, GARY STERLING, RONALD G. PYLE, RONALD PENNING, AND YET TO BE NAMED JOHN DOES, RESPONDENTS., U.S. Supreme Court | September 30, 1996 | 1996 U.S. Ct. Briefs LEXIS 971

Outcome: No outcome identified

Judge: Roger Leland Wollman | Judge: Jon S. Scales | Judge: Stephen P. Carroll | Judge: Donald Eugene O'Brien | Judge: Mark W. Bennett

Matching legal concepts from your document: Motion To Dismiss, Entitled To Judgment

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ◆ Collins v. United States | 477 U.S. 242

30. RAYBOURNE AND DEAN CONSULTING LIMITED, PETITIONER, v. METRICA, INCORPORATED,

METRICA RELOCATIONS PLUS, INCORPORATED, RESPONDENTS, U.S. Supreme Court | June 19, 2017 | 2017 U.S. Ct. Brief LEXIS 2184

Outcome: No outcome identified

Counsel: KNA Pearl (Andrew Nyombi)

Matching legal concepts from your document: Motion To Dismiss, Entitled To Judgment

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ◆ Collins v. United States | 477 U.S. 242

Plaintiffs' Motion For Summary Judgment.Pdf

Similar Briefs - Shared**Similar Briefs - Defendant**

Responses To MSJ.Docx

1. BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiff/Appellant, vs. WALLACE ENTERPRISES, INC., WEINSTEIN & REILEY, P.S., CORNERSTONE PROPERTIES, LLC, Defendants/Respondents., Idaho Supreme Court | August 09, 2021 | 2021 ID S. CT. BRIEFS LEXIS 745

Outcome: No outcome identified

Judge: Bruce L. Pickett | Counsel: Stoyer, Gadd & Associates, PLLC (David W. Gadd) | Counsel: Holden, Kidwell, Hahn & Crapo, P.L.L.C. (D. Andrew Rawlings)

Matching legal concepts from your document: Trust Deed, Good Faith, Obligation, Moving Party

Matching cites from your document:

- ▲ Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42
- ◆ Froman v. Madden | 13 Idaho 138

2. LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant., Idaho Supreme Court | May 06, 2011 | 2011 ID S. Ct. Briefs LEXIS 121

Outcome: No outcome identified

Judge: Robert J. Elsick | Counsel: Parsons, Loveland, Shirley & Lindstrom, LLP (Randolph Calvin Stone) | Counsel: Hubovish, Wygle, Fellowfield & Ritzen, P.A. (Janet C. Wygle)

Matching legal concepts from your document: Trust Deed, Good Faith

Matching cites from your document:

- ◆ Petrichievich v. Salmon River Canal Co. | 92 Idaho 865
- ◆ Merchants' Trust Co. v. Davis | 49 Idaho 494

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

Cited in your document - Plaintiff

BRIEF FOR Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf

1. ▲ Badell v. Books
Cases Idaho | April 8, 1988 | 115 Idaho 101
Discussion Level ■■■■■ Cited**EXHIBIT R****PAGE 45 CASE No. CV35-24-1063****EXHIBIT R****PAGE 46 CASE No. CV35-24-1063**

OVERVIEW: A dentist's civil case against attorney for malicious prosecution and abuse of process was properly dismissed because attorney had probable cause to bring medical malpractice action against dentist and there was no improper use of judicial process.

2. ▲ Celotex Corp. v. Catrett
Cases U.S. | June 25, 1986 | 477 U.S. 317
Discussion Level ■■■■■ Cited

OVERVIEW: In a wrongful death action, a manufacturer could have won summary judgment motion without introducing any evidence, as spouse of decedent produced no evidence of decedent's exposure to manufacturer's asbestos products, a key element of the complaint.

3. ▲ G&M Farms v. Funk Irrigation Co.
Cases Idaho | March 19, 1991 | 119 Idaho 514
Discussion Level ■■■■■ Cited

OVERVIEW: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints and evidence showed they knew statements were untrue, farmer established prima facie case of intentional misrepresentation.

4. ▲ Spencer v. Jameson
Cases Idaho | June 16, 2009 | 211 P.3d 106
Discussion Level ■■■■■ Mentioned

OVERVIEW: Mobile home that was affixed to the land at the time of a non-judicial foreclosure sale, it was real property under Idaho Code Ann. § 55-101 and was properly transferred to the trustee under Idaho Code Ann. §§ 45-1502(3) and 45-1503. The trial court erred in failing to distribute excess sales proceeds in accordance with Idaho Code Ann. § 45-1507.

5. ◆ Thomson v. Idaho Ins. Agency
Cases Idaho | November 30, 1994 | 126 Idaho 581
Discussion Level ■■■■■ Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not entitled onto the property by the defective backstop that caused the injury.

6. ◆ Patrichevich v. Salmon River Canal Co.
Cases Idaho | March 25, 1989 | 92 Idaho 865
Discussion Level ■■■■■ Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

7. ◆ Edwards v. Conchomico, Inc.
Cases Idaho Ct. App. | October 31, 1986 | 111 Idaho 851
Discussion Level ■■■■■ Cited

OVERVIEW: A manufacturer was entitled to summary judgment where an owner of a mobile home presented no evidence that a defect in the mobile home caused the fire. The rapid spread of the fire, by itself, did not support a finding of a defect.

8. ◆ Chandler v. Hayden
Cases Idaho | August 24, 2009 | 215 P.3d 485**EXHIBIT R****PAGE 47 CASE No. CV35-24-1063**

Discussion Level ■■■■■ Analyzed

OVERVIEW: In a lien priority case, it was error for the trial court to enforce a contract without first considering whether a genuine issue of material fact existed as to a lienholder's affirmative defenses against a title insurance company, which if proven could invalidate the agreement.

9. ◆ Pro Indiviso, Inc. v. Mid-Mile Holding Trust
Cases Idaho | August 28, 1998 | 131 Idaho 741
Discussion Level ■■■■■ Cited

OVERVIEW: Summary judgment grant to property purchaser was proper as ruling it was entitled to writ of assistance and ejectment was not error since it produced deed received at purchase and former property owners claimed no ownership interest in property.

10. ◆ Idaho Code § 45-1508
Statutes-Legislation
Discussion Level ■■■■■ Mentioned11. ◆ Idaho Code § 45-1508
Statutes-Legislation
Discussion Level ■■■■■ Discussed12. ◆ Collins v. United States
Cases U.S. | October 21, 1985 | 477 U.S. 242
Discussion Level ■■■■■ Cited

OVERVIEW: Partial summary judgment was reversed because court applied wrong standard in a libel suit brought by a limited purpose public figure, the clear and convincing evidence standard applied to a summary judgment as to whether actual malice existed.

13. ◆ Zavall v. Neftzger, Monroe, Inc.
Cases Idaho Ct. App. | August 28, 1985 | 109 Idaho 192
Discussion Level ■■■■■ Cited

OVERVIEW: Summary judgment was not proper in a promissory's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.

14. ◆ Breckenridge Prop. Fund 2016, LLC v. Wally Enter.
Cases Idaho | August 22, 2022 | 170 Idaho 649
Discussion Level ■■■■■ Cited

OVERVIEW: In a suit concerning the legality of an auctioneer providing the terms of sale at the time of the foreclosure sale, without providing earlier notice to potential bidders, the printed conditions of the foreclosure sale were binding on plaintiff when announced by the auctioneer, whether it knew of the conditions beforehand or not.

15. ◆ Idaho Code § 45-1510
Statutes-Legislation
Discussion Level ■■■■■ Cited

16. I.R.C.P. 56(c)

I.C. § 6-303(2)

Here is the closest citation we found:

EXHIBIT R**PAGE 48 CASE No. CV35-24-1063**

- ① Idaho Code § 6-303
Statutes-Legislation
18. I.R.C.P. 12(h)(6)
Statutes-Legislation
Discussion Level Cited
BRIEF FOR Plaintiffs' Motion For Summary Judgment.Pdf
19. I.R.C.P. 56
Statutes-Legislation
Discussion Level Cited

Cited in your document - Shared**1. Cited in the following Documents:**

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

④ Idaho Code § 45-1506
Statutes-Legislation
Discussion Level Cited

2. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

① Sewell v. Neilson, Monroe, Inc.
Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192
Discussion Level Cited

OVERVIEW: Summary judgment was not proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.

3. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

④ Thomson v. Idaho Ins. Agency
Cases Idaho | November 30, 1994 | 126 Idaho 581
Discussion Level Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not entitled onto the property by the defective backstop that caused the injury.

4. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

④ Patricevich v. Salmon River Canal Co.
Cases Idaho | March 25, 1983 | 92 Idaho 865

Discussion Level Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

5. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx
Defendant AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT.Docx

④ Idaho Code § 45-1508
Statutes-Legislation
Discussion Level Cited

6. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

④ Idaho Code § 45-1510
Statutes-Legislation
Discussion Level Cited

Cited in your document - Defendant**BRIEF FOR Response To MSJ.Docx**

1. ▲ Moore v. De Bernardi
Cases Nev. | April 7, 1923 | 47 Nev. 33
Discussion Level Cited

OVERVIEW: In plaintiff's action to recover from defendant land she purchased from a bank, a constructive trust arose in favor of defendant because he, relying upon the bank's promise that it would convey the land to him, failed to protect his interest in it.

2. ▲ Davis v. Kleinberg!
Cases Ariz. | May 20, 1946 | 169 P.2d 78
Discussion Level Cited

OVERVIEW: Where the evidence established that the original purchase covered the property and the description in the deed was a mistake, original purchaser was entitled to reformation of the deed. The subsequent buyer was not a bona fide purchaser for value.

3. ▲ Fed. Home Loan Mortg. Corp. v. Appel
Cases Idaho | May 26, 2006 | 143 Idaho 42
Discussion Level Cited

OVERVIEW: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the sale was valid because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506A. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the borrower had no notice of an earlier rescheduled sale date.

4. ▲ 12 U.S.C. § 1821
Statutes-Legislation

EXHIBIT R**PAGE 49 CASE No. CV35-24-1863****EXHIBIT R****PAGE 50 CASE No. CV35-24-1863**

Discussion Level Cited

5. ♦ Idaho Code § 45-1508
Statutes-Legislation
Discussion Level Discussed
6. ♦ Merchants' Trust Co. v. Davis
Cases Idaho | June 23, 1930 | 49 Idaho 494
Discussion Level Discussed

OVERVIEW: Purchasers' interest was inferior to that of first mortgagees where assignment of first mortgage was recorded in wrong county but purchasers had constructive notice of recorded first mortgage and lack of satisfaction which triggered duty to inquire.

7. ♦ Froman v. Madden
Cases Idaho | February 11, 1907 | 13 Idaho 138
Discussion Level Cited

8. ♦ Shepard v. Van Doren
Cases N.M. | August 11, 1936 | 40 N.M. 380
Discussion Level Cited

OVERVIEW: Where a car dealer redelivered a car to a buyer in spite of his knowledge that the motor number on the car had been altered and was false, he was estopped from asserting his lien against a subsequent good faith purchaser.

9. ♦ Thompson v. Idaho Ins. Agency
Cases Idaho | November 30, 1994 | 126 Idaho 581
Discussion Level Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not entitled onto the property by the defective backstop that caused the injury.

10. ♦ Pines Grazing Ass'n v. Flying Joseph Ranch, LLC
Cases Idaho | November 23, 2011 | 151 Idaho 924
Discussion Level Discussed

OVERVIEW: Because an agreement not to bid at a sale of county-owned land at public auction constituted illegal bid rigging under both Idaho Code Ann. § 48-104 and § 1 of the Sherman Act, 15 U.S.C. § 1, the agreement was unenforceable, and a jury's award of damages for breach of the agreement therefore had to be overturned.

11. ♦ Patricevich v. Salmon River Canal Co.
Cases Idaho | March 25, 1983 | 92 Idaho 865
Discussion Level Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

12. ♦ 11 U.S.C. § 704
Statutes-Legislation
Discussion Level Cited

13. ♦ 15 U.S.C. § 78ff
Statutes-Legislation
Discussion Level Discussed

14. ♦ Idaho Code § 45-1506
Statutes-Legislation
Discussion Level Discussed

15. ▲ Manum v. Stadel
Cases Kan. | July 1, 1907 | 76 Kan. 764
Discussion Level Cited

OVERVIEW: Demurser was improper where there was a question as to whether a purchaser had notice of the lien or notice of facts which would naturally arouse suspicion and excite inquiry reasonably leading to a knowledge of the lien.

16. ▲ La Brie v. Carterright
Cases Tex. Civ. App. | April 7, 1909 | 55 Tex. Civ. App. 144
Discussion Level Cited

OVERVIEW: In a suit in trespass to title to 600 acres of land, the knowledge of an agent was not imputed to a principal because the agent was dealing for himself. A new trial was needed to see if a later buyer took good title from the principal.

17. ▲ Idaho Code § 55-809
Statutes-Legislation
Discussion Level Discussed

18. ▲ Richland Brick Corp. v. Hurst Hardware Co.
Cases W. Va. | May 8, 1917 | 80 W. Va. 476
Discussion Level Discussed

OVERVIEW: A company was liable to a corporation for the value of a shipment of the corporation's bricks which were sold to the company at false pretenses by a brick layer. The brick layer had no semblance of ownership of the bricks and the company should have, by the exercise of reasonable diligence, discovered the falsity of his claims.

19. ▲ Sneath v. Neilson, Monroe, Inc.
Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192
Discussion Level Cited

OVERVIEW: Summary judgment was not proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.

20. ▲ Wright v. Parish
Cases Idaho | June 15, 2023 | 531 P.3d 1115
Discussion Level Cited

OVERVIEW: The district court erred when it concluded a husband's attempt to prove he had a greater than fifty percent ownership interest in the subject properties was barred by issue preclusion because during the divorce proceedings, neither the husband nor the wife accepted the magistrate court's offer to resolve the ownership of the property.

21. ▲ Idaho Code § 45-1504

EXHIBIT R**PAGE 51 CASE No. CV35-24-1863****EXHIBIT R****PAGE 52 CASE No. CV35-24-1863**

- Statutes-Legislation**
Discussion Level Cited
22. **Idaho Code § 45-1510**
Statutes-Legislation
Discussion Level Cited
23. **Salmon v. Norris** 82 App. Div. 362
Here is the closest citation we found:
- Salmon v. Norris**
Cases N.Y. App. Div. | April 1, 1903 | 82 A.D. 362
- OVERVIEW:** Creditors were not bona fide mortgagees where they failed to inquire into the validity of a prior recorded mortgage on same chattel, which the debtors had told them was invalid; thus, creditors were not entitled to priority over previous mortgage.
24. **In Kane v. Union State Bank** D. Idaho | 1937 | 21 F. Supp. 225
Here is the closest citation we found:
- The Hirondelle**
Cases D. Ala. | November 13, 1937 | 21 F. Supp. 223
25. **Wells Fargo Bank, N.A. v. Renz** 1993 | 124 Idaho 885
Here is the closest citation we found:
- State v. Townsend**
Cases Idaho | December 28, 1993 | 124 Idaho 881
- OVERVIEW:** Defendant's conviction for aggravated battery was vacated and remanded for a new trial where the jury verdict did not specify whether the instrumentality used was defendant's hands or his vehicle.
26. **Fannie Mae v. Ormesher**
Cases Idaho Dist. Ct. | May 20, 2014 | 2014 Ida. Dist. LEXIS 31
Discussion Level Cited
- BRIEF FOR AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx**
27. **Idaho Code § 45-1508**
Statutes-Legislation
Discussion Level Cited

Quote Check - Plaintiff

Plaintiffs' Memorandum in Support Of Motion For Summary Judgment.Pdf

1. This quote is incorrect

Quote from your brief:

Idaho Rule of Civil Procedure 56(c) states, in pertinent part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Id. Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings,

EXHIBIT R**PAGE 53 CASE No. CV35-24-1063****EXHIBIT R****PAGE 54 CASE No. CV35-24-1063**

- Quote from your brief:**
- and merely raising the "slightest doubt" as to facts is not sufficient to create a genuine issue? *Petrievich v. Salmon River Canal Co.*, 92 Idaho 865, 871, 452 P.2d 362 (1969); *Funk Irrigation Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion is merely colorable? or is not significantly probative? relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? *Edwards v. Conchenco, Inc.*, 111 Idaho 851, 72

Quote from source citation:

is not significantly probative

Source Citation: [Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249](#)

5. This quote is incorrect
-
- The pinpoint page in your citation is incorrect

Quote from your brief:

Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion is merely colorable? or is not significantly probative? relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? *Edwards v. Conchenco, Inc.*, 111 Idaho 851, 72

Quote from source citation:

the plaintiff's case must be anchored in something more solid than speculation. A mere scintilla of evidence is not enough to create a genuine issue

Source Citation: [Edwards v. Conchenco, Inc., 111 Idaho 851](#)

6. This quote is correct

Quote from your brief:

*is appropriate as the undisputed facts prove each of the elements necessary to support a claim for ejectment as against Mr. Bass as the former owner of the Property, and as against Mr. Pike as a tenant of the Property. Summary Judgment is Appropriate as The Undisputed Facts Prove Each of the Necessary Elements of Ejectment from The Property. In an action for ejectment, Plaintiff must only prove (1) ownership, (2) possession by the Plaintiff, (3) that Plaintiff has the right to sue for possession. *Pro Indiviso, Inc. v. Mid-Mile Holding Trust*, 131 Idaho 741, 745, 929 P.2d 1181, 1182 (1998)(citation omitted). Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless as*

7. This quote is incorrect

Quote from your brief:

*The effect of a trustee's sale is set forth in Idaho Code ? 45-1508, which states: A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale to persons so notified or as to any persons having actual knowledge of the sale. See I.C. ? 45-1506, in re *Wally Enterprises, Inc. v. Breckenridge Prop. Fund 2016, LLC*, 170 Idaho 649 (2022). The Idaho Supreme Court recently reiterated that the ?provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506,? which makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506,? ie? the manner of foreclosures including notice of the sale. See *Breckenridge Prop. Fund 2016, LLC v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022)*. Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a trustee's Deed are ?co*

Quote from source citation:

Cited document not found

Source Citation: See I.C. § 45 1508

8. This quote is correct
-
- The pinpoint page in your citation is incorrect

Quote from your brief:

*at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with ? 45-1506, Idaho Code, shall not affect the validity of the sale to persons so notified or as to any persons having actual knowledge of the sale. See I.C. ? 45-1508, in re *Wally Enterprises, Inc. v. Breckenridge Prop. Fund 2016, LLC*, 170 Idaho 649 (2022). The Idaho Supreme Court recently reiterated that the ?provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506,? ie? the manner of foreclosures including notice of the sale. See *Breckenridge Prop. Fund 2016, LLC v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022)*. Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a trustee's Deed are ?co*

Quote from source citation:

provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506

Source Citation: [Breckenridge Prop. Fund 2016, LLC v. Wally Enter., 170 Idaho 649](#)**EXHIBIT R****PAGE 55 CASE No. CV35-24-1063****EXHIBIT R****PAGE 56 CASE No. CV35-24-1063**

9. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

?provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506.7, i.e.? the manner of foreclosure including notice of the sale. See *Brockenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc.*, 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a Trustee's Deed are ?conclusive in? favor of a purchaser in good faith for value or any successor in interest thereof. (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is ?a comprehensive regulatory scheme for non-judicial foreclosures of deeds of trust, which includes the exclusive remedies for a statutory violation.? *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that the legislature did not intend for the sale to be set aside once the trustee accepts the credit bid as payment in full. Rather, the legislature's intent was to preserve the finality of title to real property. Id. Thus, ?a sale is final once the trustee accepts the credit bid as payment in full.? Thus, the legislature's intent was ?in preserving the finality of title to real property.? Id. Thus, ?a sale is final once the trustee accepts the credit bid as payment in full.?

Quote from source citation:

sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof

Source Citation: *Spencer v. Jameson*, 211 P.3d 106

10. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

LLC, v. Wally Enterprise, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a Trustee's Deed are ?conclusive in favor of a purchaser in good faith for value or any successor in interest thereof.? (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is ?a comprehensive regulatory scheme for non-judicial foreclosures of deeds of trust, which includes the exclusive remedies for a statutory violation.? *Jameson v. Spencer*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that the legislature did not intend for the sale to be set aside once the trustee accepts the credit bid as payment in full. Rather, the legislature's intent was ?in preserving the finality of title to real property.? Id. Thus, ?a sale is final once the trustee accepts the credit bid as payment in full.?

Quote from source citation:

a comprehensive regulatory scheme for non-judicial foreclosures of deeds of trust, which includes the exclusive remedies for a given statutory violation

Source Citation: *Spencer v. Jameson*, 211 P.3d 106

11. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

comprehensive regulatory scheme for non-judicial foreclosures of deeds of trust, which includes the exclusive remedies for a statutory violation.? *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that ?the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full.?

Rather, the legislature's intent was ?in preserving the finality of title to real property.? Id. Thus, ?a sale is final once the trustee accepts the credit bid as payment in full unless there are issues

EXHIBIT R

PAGE 57 CASE No. CV35-24-1063

EXHIBIT R

PAGE 58 CASE No. CV35-24-1063

Cited document not found

Source Citation: Idaho Code § 45 1506

2. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

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

Quote from source citation:

Cited document not found

Source Citation: Idaho Code § 45 1506

3. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

a purchaser in good for value? should be favored and Defendant Bass doesn't dispute this or claim that there was any issue under/failure to comply with the provisions of Idaho Code ? 45-1506. The dispositive issue is not if there was any failure to comply with the provisions of Idaho Code ? 45-1506, it's whether or not the plaintiffs were bona fide purchasers acting in good faith. One who relies for protection upon the doctrine of being a bona fide purchaser must show that at the time of the purchase he paid a valuable consideration and upon the belief and the validity of the vendor's claim of title without notice, actual or constructive, of any outstanding adverse rights of another. *Richland Brick Corporation v. Hurst Hardware Co.*, 80 W. Va. 476, 92 S.E. 685; *Mercantile Trust v. Davis*, 49 Idaho 494, 294 P. 363; *Moore v. DeBard*, 47 Nev. 33, 220 P. 544; *Davis v. Klenkienst*, Ariz., 169 P.2d 78, 92 C.J.S., Vendor and Purchaser, ? 321, p. 214

Quote from source citation:

one a bona fide purchaser, he must at the time, he consummates the transaction advance a new and valid consideration representing a fair cash value for the property, upon the implicit belief that the vendor had complete title to the article sold, and without notice actual or constructive of any outstanding adverse right or claim thereto.

Source Citation: *Richland Brick Corp. v. Hurst Hardware Co.*, 80 W. Va. 476

4. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

EXHIBIT R

PAGE 59 CASE No. CV35-24-1063

surrounding the notice of the sale (which are admittedly not present in this case).? Id. Based upon the foregoing, the recitals and affidavits in the Trustee's Deed for the Property confirm that Mr. Bass

Quote from source citation:

No matching quote found in Id..

Source Citation: *Spencer v. Jameson*, 211 P.3d 106

12. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

for a statutory violation.? *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that ?the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full.? Rather, the legislature's interest in preserving the finality of title to real property was ?in preventing the possibility of title to real property? from being taken away by a bidder in full payment of the amount due surrounding the notice of the sale which are admittedly not present in this case.? Id. Based upon the foregoing, the recitals and affidavits in the Trustee's Deed for the Property confirm that Mr. Bass defaulted on his payment obligations. A Notice of Default was issued, record filed, and a Notice of Trustee's Sale was issued, notice was provided in multiple methods as required by Idaho Code, and a Trustee's Sale held where Plaintiffs were the highest bidders at the sale, paying \$165

Quote from source citation:

the sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case)

Source Citation: *Spencer v. Jameson*, 211 P.3d 106

Plaintiffs' Motion For Summary Judgment.Pdf

Quote Check - Shared

Quote Check - Defendant

Response To MSJ.Docx

1. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

directly concern his own obligations related to his property. I. INTRODUCTION Defendant Bass, the owner and resident of the real property 1515 21st Ave., Lewiston, ID 83501-3926 (hereinafter ?Property?), has been improperly subjected to an attempt to divest him of his lawfully owned Property through a trustee's sale conducted to the highest bidder pursuant to Idaho Code ? 45-1506(b) as amended. The trustee shall sell the property on (1) the first or in several parcels at auction to the highest bidder.Idaho Code ? 45-1506(b) (Law Advances through all legislative sessions from 2024 Regular Session). The Plaintiff's Motion hinges on the assertion that they enjoy the protection afforded to them as bona fide purchasers in good faith for value as mandated under Idaho Code ? 45-1508. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof.

Quote from source citation:

defendant's own obligations related to his property.

PAGE 58 CASE No. CV35-24-1063

Further, one who purchases property with sufficient knowledge to put him, or a reasonably prudent person, on inquiry is not a bona fide purchaser. *Froman v. Madden*, 13 Idaho 138, 88 P. 894; *Mengum v. Stadel*, 76 Idaho 294, 92 P. 1093; *LeBlanc v. Cartwright*, 55 Tex Civ App 144, 118 S.W. 785; *Salmon v. Norms*, 82 App. Div. 362, 81 N.Y.S. 892; *Shepherd v. Van Dorn*, 40 N.M. 380, 80 P.2d 635. In *Froman v. Madden*, 13 Idaho 138, 88 P. 894, the Court held: ?One who has notice or knowledge of a previous sale of real property, or who has notice or know

Quote from source citation:

220, and received a deed dated August 1, 1904, which was acknowledged September 2d the same year.

Source Citation: 92 C.J.S., Vendor and Purchaser, § 321, p. 214

5. This quote is incorrect:
The pinpoint page in your citation is incorrect:

Quote from your brief:

plaintiffs filed it as part of their evidence in this case. The notices referenced an attached deed that was never included. Plaintiffs cannot reasonably expect a party to act upon an incomplete notice. V. LEGAL ANALYSIS: Auction Process and Idaho Code ? 45-1504 Under Idaho Code ? 45-1504, a trustee's sale must be conducted as a public auction. Black's Law Dictionary defines a public auction as: ?An auction held openly, allowing all qualified bidders to participate, with the sale going to the highest bidder. Public auctions are usually held in public places, such as a town square, and are intended to be open to the public and fair. The auctioneer underscores that a public auction must be open to the public and conducted fairly, and free from collusion or preferential treatment. In *Kane v. Union State Bank*, 241 Supp. 225 (D. Idaho 1937), the court held that a public auction must foster competitive bidding, preventing any collusion among bidders. In the current case, the auction was fixed to the plaintiffs' advantage, violating

Quote from source citation:

as follows: The Radiomarine Corporation of America is a corporation organized under the laws of the state of Delaware, and on the 1st day of July 1937, and for a

Source Citation: Idaho Code § 45 1504

EXHIBIT R

PAGE 60 CASE No. CV35-24-1063

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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Court Minutes

Judge: Evans, Michelle M
Clerk: Jenny Landrus
Court Reporter: Nancy Towler
Hearing Type: Motion for Summary Judgment

Date: 10/22/2024
Location: Courtroom 1

Hearing Start FTR Time: 10:01 AM

Journal Entries:

- 100111 Mr. Stoddard present for plaintiff by Zoom. Mr. Nagy present with Mr. Pike by Zoom. Jeremy Bass present pro se by Zoom.

100153 Court in session on plaintiff's motion for summary judgment. Court reviews case. Court informs Mr. Bass that the Court will not consider the three documents that he filed yesterday afternoon as there is not a provision for another reply.

100351 Mr. Stoddard presents argument on the motion for summary judgment.

101046 Mr. Nagy objects to any discussion regarding settlement negotiations.

101051 Mr. Stoddard says he doesn't intend to discuss the terms. Mr. Stoddard continues argument on his motion.

101337 Mr. Bass presents argument on the motion for summary judgment.

102123 Court questions Mr. Bass.

102134 Mr. Bass responds and continues argument on the motion.

103137 Mr. Nagy presents argument on the motion for summary judgment for Mr. Pike.

104330 Court questions Mr. Nagy. Mr. Nagy responds.

104635 Mr. Stoddard presents rebuttal argument.

105428 Court takes matter under advisement and will issue a written decision. Court addresses parties. There isn't anything else set in this matter at this time, depending on the outcome of the decision, if the motion for summary judgment is denied then a scheduling conference will be set.

105524 Recess

Hearing End FTR Time: 10:56 AM

FILED
2025 NOV. 05 AM11:45
PATTY O. WEEKS
CLERK OF THE DIST COURT
Patty J. Weeks
DEPUTY

**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 LLCS,)
Plaintiffs,)
v.)
JEREMY L. BASS; DWAYNE PIKE, and)
UNKNOWN PARTIES IN POSSESSION)
OF THE REAL PROPERTY KNOWN AS:)
1515 21ST Ave., Lewiston, ID 83501)
Defendants.)

CASE NO. CV35-24-1063

**MEMORANDUM OPINION
AND ORDER ON PLAINTIFFS'
MOTION FOR SUMMARY
JUDGMENT**

This matter came before the Court on the Plaintiffs' Motion for Summary Judgment. The Plaintiffs are represented by Lewis Stoddard, of the firm Halliday, Watkins & Mann. Defendant Bass is representing himself as a pro se litigant. Defendant Pike is represented by Ken Nagy, of Idaho Legal Aid. The Court heard argument on the motion via Zoom on October 22, 2024. The Court, having heard argument and being fully advised in the matter, hereby renders its decision.

BACKGROUND

The Plaintiffs (hereinafter "DPW") initiated this lawsuit with the intent to eject the Defendants from real property located at 1515 21st Street, in Lewiston, Idaho.

MEMORANDUM OPINION AND
ORDER ON PLAINTIFFS' MOTION
FOR SUMMARY JUDGMENT

Defendant Bass was the fee simple owner of the property located at 1515 21st Avenue, in Lewiston, Idaho. Bass pledged the property as security under a Deed of Trust which was recorded on October 30, 2009 as Instrument No. 774964 in the land records of Nez Perce County, Idaho. *Complaint, Ex. A; Decl. of Counsel in Support of Summary Judgment, Ex. A.* A Notice of Default was recorded on August 17, 2022. *Decl. of Counsel, Ex. B* (Instrument No. 902262). Defendant Bass was provided notice of the time and place for a Trustee's Sale, but the sale was postponed more than one time.

The Trustee Sale was eventually held on February 29, 2024 at 11:00 a.m. PST.

See Decl. of Counsel, Ex. C (Affidavit of Mailing recorded on January 29, 2024 as Instrument No. 912340). DPW was the highest bidder at the Trustee's Sale and as a result they purchased the property for \$165,346.71. A Trustee's Deed was executed on March 1, 2024. *Complaint, Ex. A* (Instrument No. 912874). Defendant Bass was aware of the sale and he chose to attend the sale and record the proceedings. *Aff'd of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for Summary Judgment, Exhibit C.*

Following the Trustee Sale, counsel for DPW provided the Defendants a Notice of Eviction and Three Day Demand to Vacate the Property. *Complaint, Ex. B.* This notice informed Bass of the following: "Demand is hereby made upon you to move out and vacate the premises within three (3) calendar days from the date of the service of this Notice upon you." *Id. (bold in original).* The Notice provided tenant Pike with information pertaining to additional rights that might apply pursuant to the Protecting Tenants at Foreclosure Act of 2009. *Id.*

Pike provided a copy of his lease to the Plaintiffs as an attachment to the Answer filed in this case. Pike asserts he has continued to pay rent to his former landlord, Bass. *Affidavit of Dwayne Pike in Support of Defendant Pike's Motion for Summary Judgment*, at 2. According to Pike, Idaho Housing and Finance Association subsidizes his rent payment in the amount of \$423.00/month. IHFA has been paying its portion of the rent to DPW, while Pike has continued to pay the remaining amount due each month, \$277.00, to Bass. *Id.*

At the time of hearing, Bass and Pike remain in possession of the property and both are refusing to leave the premises.

SUMMARY JUDGMENT STANDARD

Summary judgment should be granted where there is no genuine issue as to any material fact, and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether summary judgment is appropriate, the court must construe the pleadings, depositions, admissions, and affidavits in a light most favorable to the nonmoving party. *Stanger v. Walker Land & Cattle, LLC*, 169 Idaho 566, 573, 498 P.3d 1195, 1202 (2021).

When a motion for summary judgment is “supported by a particularized affidavit, the opposing party may not rest upon bare allegations or denials in his pleadings,” but must set forth “specific facts” showing a genuine issue. I.R.C.P. 56(e); *Verbillis v. Dependable Appliance Co.*, 107 Idaho 335, 337, 689 P.2d 227, 229 (Ct. App. 1984). A “mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue of material fact for the purposes of summary judgment.” *Dickenson v.*

Benewah Cnty. Sheriff, 172 Idaho 144, 530 P.3d 691, 696 (2023), citing *Owens v. Smith*, 168 Idaho 633, 640, 485 P.3d 129, 136 (2021).

Finally, the initial burden of establishing the absence of a genuine issue of material fact is on the moving party, and once this burden is met, it is incumbent upon the non-moving party to establish an issue of fact regarding that element. *Packer v. Riverbend Commc'ns, LLC*, 167 Idaho 205, 209, 468 P.3d 1283, 1287 (2020); *Venable v. Internet Auto Rent & Sales, Inc.*, 156 Idaho 574, 581, 329 P.3d 356, 363 (2014).

ANALYSIS

1. The Plaintiffs' motion for summary judgment is granted with respect to Defendant Bass.

DPW came into possession of the property via a trustee's sale. Trust deeds are governed by the Idaho Trust Deeds Act, codified at Chapter 15, Title 45 of the Idaho Code. Defendant Bass has made conclusory allegations that there were defects in the trustee sale, however, nothing in the record supports Bass's arguments regarding issues with the sale.

The effect of a trustee's sale is set forth in I.C. § 45-1508.

A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof.

I.C. § 45-1508. With respect this trustee sale, it is clear that Bass had notice of the sale, and that he chose not to place a bid at the sale—Bass provided the Court with a recording he took during his attendance at the public auction. *Aff'd of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for Summary Judgment, Exhibit C.* Bass complains that the purchase was suspect because the purchaser provided a check with the exact amount of the sale, which he suggests is some form of collusion. However, the Plaintiffs explained that they provided their representative with several cashier's checks in varying amounts in order for payment to be tailored to the amount of a winning bid.

Second Decl. of DPW Enterprises LLC, at 2.

In *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649, 516 P.3d 73 (2022), the plaintiff challenged a trustee sale that required bidders to have checks that conformed to the payment conditions for the auction.¹ The

¹ The payment conditions of the sale were as follows:

Breckenridge is a Delaware limited liability company. It buys real property at foreclosure sales, improves the property, and then sells it for a profit. On the date of the foreclosure sale, Ashmore attended the public auction as an agent for Breckenridge. Before the sale, Breckenridge had given Ashmore cashier's checks in various amounts made payable to an entity affiliated with Breckenridge. If Breckenridge turned out to be the highest bidder, Ashmore planned to endorse and deliver the cashier's checks to the trustee as payment. Ashmore confirmed the date, time, and location of the auction by emailing W&R the day before the sale. Ashmore also visited the auctioneer's website and noted no restrictions on payment methods listed.

When Ashmore arrived at the sale, Cook provided him with a packet of documents that included a payment condition for the auction: "NO ENDORSED CHECKS[.] CHECKS MADE PAYABLE TO WEINSTEIN & RILEY PS." (Capitalization in original).

Ashmore objected to this condition. He had no checks from Breckenridge that were payable to W&R. As a result, Cook agreed to postpone the auction for one hour so Ashmore could attempt to remedy the situation. Breckenridge failed to obtain checks payable to W&R in the time available. As a result, Ashmore was not able to register to bid.

At about 2:00 p.m., Cook went ahead with the auction. At the time, Thomas and Ashmore were the only people in attendance. The opening bid from Cook was \$194,000. Thomas bid \$194,001. Ashmore tried to bid \$195,000, but Cook would not acknowledge his bid. Thus, Cornerstone was the winning bidder at the auction. Thomas gave Cook a \$200,000 certified check payable to W&R for the property. W&R later executed a trustee's deed conveying the property to Cornerstone. W&R refunded Cornerstone \$5,999.00.

Breckenridge Prop. Fund 2016, LLC v. Wally Enterprises, Inc., 170 Idaho 649, 653–54, 516 P.3d 73, 77–78 (2022).

Breckenridge Court upheld the district court's determination that the auctioneer "was not required to accept bids from Breckenridge 'where it did not have checks that conformed to the payment conditions of the auction.'" *Id.* at 657, 516 P.3d at 73. As noted in *Breckenridge*, it is a common practice for bidders at trustees sales to bring several checks for the purpose of matching the amount of the final bid at auction. In the case before this court, Bass has not shown that the sale was faulty. Thus, the Plaintiffs were entitled to possession of the property as proscribed in I.C. §45-1506(11), which states:

The purchaser at the trustee's sale shall be entitled to possession of the property on the tenth day following the sale, and any persons remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be tenants at sufferance.

I.C. § 45-1506(11). As noted by the Court in *Spencer v. Jameson*, 147 Idaho 497, 211 P.3d 106 (2009), there is a legislative "interest in preserving the finality of title or real property." *Id.* at 504, 211 P.3d at 113. Based upon the record of this case, there are no issues of material fact with respect to the fact that Bass defaulted on his payment obligations, a Notice of Default was issued and recorded, a Notice of Trustee's sale was issued, notice was provided in multiple methods, and a Trustee's sale was held where DPW was the highest bidder. As the highest bidder, DPW immediately issued a check in the amount of \$165,346.71 to purchase the property.

In an action for ejectment, the plaintiff must only prove three elements: "(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession." *Pro Indiviso, Inc. v. Mid-Mile Holding Tr.*, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998), *citing Petty v. Petty*, 70 Idaho 473, 223 P.2d 158 (1950). DPW has established all three elements, therefore DPW's motion for summary judgment is granted.

2. There are issues of material fact with respect to Defendant Pike's lease and rent payments.

Defendant Pike was given notice of the trustee sale and elected to remain in possession of the property pursuant to the lease he entered into with Bass. Pike attached a copy of a lease that is dated February 28, 2024 (one day before the sale of the property) to the Answer filed in response to the Complaint. DPW asserted initially that Pike was in breach of the lease because he failed to make any rental payments to DPW. Pike avers that he has continued to pay rent to his former landlord, Bass, and that Idaho Housing and Finance Association pays a subsidized portion of the rent to DPW. *Affidavit of Dwayne Pike in Support of Defendant Pike's Motion for Summary Judgment*, at 2. The Court has not found any documentation in the record which established that IHFA is paying the subsidized rent amount directly to DPW, but in the response to summary judgment it appears that DPW is conceding this point. *See Plaintiffs' Reply Memorandum in Support of Motion for Summary Judgment Against Dwayne Pike*, at 4.

Both parties indicate that Pike, as a tenant, may have protection pursuant to the federal Protecting Tenants at Foreclosure Act of 2009. *See Complaint, Exhibit B.*² The Notice of Eviction and Three Day Demand to Vacate the Property then directs Pike to provide certain information to DPW in order for DPW to ascertain what rights Pike may have according to the PTFA. *Id.* The Notice of Eviction makes the following directive regarding rent:

² The Notice of Eviction and Three Day Demand to Vacate the Property is addressed to "Jeremy L. Bass AND ALL OTHER OCCUPANTS." *Complaint, Exhibit B (emphasis in original)*. The Notice informs all occupants that "Demand is hereby made upon you to move out and vacate these premises within three (3) calendar days from the date of the service of this Notice upon you." *Id. (emphasis in original)*. The Notice then goes on to explain that a tenant of the former owner of the property may be entitled to additional rights provided in the Protecting Tenants at Foreclosure Act of 2009. *Id.*

If you believe you are a bona fide tenant with an unexpired lease or a bona fide tenant with an expired lease, you are required to make your monthly lease payments during the remainder of your lease agreement if your lease is unexpired and/or during the 90 day notice of eviction period if your lease is expired.

Id. (emphasis in original).

Neither party has explained to the Court whether or not the PTFA is applicable to Pike's situation. There are issues of fact pertaining to whether the lease is a bona fide lease that is still in effect, in addition to any other protections this act may provide.

Next, there are questions of material fact with respect to whether Pike has continued to pay rent. There are assertions that IHFA is making rent payments, but nothing in the record has verified these assertions. Pike avers that he continued to pay rent to Bass, but other than this statement, Pike has provided no evidence of the rental payments. Further, it is unclear where Pike would be required to pay rent to DPW. The Notice of Eviction and Three Day Demand to Vacate the Property directs Pike, as a tenant, to continue to pay rent, but it does not specify how the rent should be paid, or where the rent payment should be sent. Further, the lease itself does not clarify how rent would be paid, as it states: "The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st Ave. or at such other place as the Landlord may later designate by cash or Money Order, Cashier's check." *Aff'd of Dwayne Pike, Exhibit A, ¶ 11.* As such, there are issues of fact on this record regarding the issue of whether Pike has paid his rent or not.

Based upon the material issues of fact surrounding whether Pike would have protections under the PTFA, including whether there is a bona fide lease, and the issues

of material fact regarding whether rent has been paid, and how or where it has been paid, summary judgment as to Pike is not appropriate at this juncture.

ORDER

The Plaintiffs' Motion for Summary Judgment as to Defendant Bass is hereby GRANTED. IT IS FURTHER ORDERED the Plaintiffs' Motion for Summary Judgment as to Defendant Pike is hereby DENIED.

IT IS SO ORDERED.

Dated this 5th day of November 2024.


MICHELLE M. EVANS – District Judge

CERTIFICATE OF MAILING

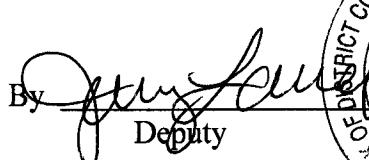
I hereby certify that a true copy of the foregoing MEMORANDUM OPINION AND ORDER ON PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT was delivered via email by the undersigned at Lewiston, Idaho, this 21st day of November, 2024 to:

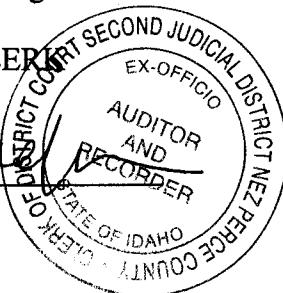
Lewis N. Stoddard
lewis@hwmlawfirm.com

Jeremy L. Bass
Quantum.J.L.Bass@RAWdeal.io

Ken Nagy
kennagy@idaholegalaid.org

PATTY O. WEEKS, CLERK

By 
Deputy



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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Notice of Remote Hearing

NOTICE IS GIVEN That the above-entitled case is set for:

Hearing Type	Date	Time	Judge
Status Conference (Zoom)	11/19/2024	10:15 AM (Pacific)	Michelle M Evans

The Status Conference will take place remotely through **TELEPHONE OR VIDEO CONFERENCE**.

How to attend:

Online:
<https://zoom.us/join>
Meeting ID: 919 1521 1768
Password: 12345

By Telephone:
Toll free: (877) 853-5257 or (888) 475-4499
Meeting ID: 919 1521 1768
Password: 12345

If you are unable to access this remote hearing, then you must contact the Nez Perce County Courthouse at (208) 799-3040 immediately. You may also call this number if you require accommodations.

For a list of best practices and technical information about remote hearings, please go to <https://isc.idaho.gov/isc-zoom>.

It is the policy of the Idaho Supreme Court that court proceedings are presumed to be open to the public in the absence of a court rule providing or a court ordering otherwise. Thus, this proceeding may be live streamed to the public.

Patty Weeks
Clerk of the Court

Dated: 11/05/2024

By: Jenny Landrus
Deputy Clerk

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Lewis Nishioka Stoddard
Ken Everett Nagy

lewis@hwmlawfirm.com
kennagy@idaholegalaid.org

[X] By E-mail
[X] By E-mail

Patty Weeks
Clerk of the Court

Dated: 11/05/2024

By: Jenny Landrus
Deputy Clerk

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

FILED

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

PATTY C. WELLS
CLERK OF THE DISTRICT COURT
[Signature]
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 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063

MOTION FOR RECONSIDERATION

DEMAND FOR JURY

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

14 **I. Grounds for Reconsideration**

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

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

22 2. Failure to Consider Material Disputes of Fact:

- 23 • Defendant's responses addressing Sections C, D, and E of **PLAINTIFFS' REPLY**
24 **MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AS AGAINST**

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

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

14 3. Prejudice to Defendant and Manifest Injustice:

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

18 **II. Procedural Grounds for Filing**

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

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

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

- 3 • Supporting Language for Filing: This rule provides a clear procedural pathway to challenge
4 perceived misinterpretations or overlooked facts in a ruling. Defendant's motion, therefore,
5 seeks to revisit the court's order based on procedural fairness and due process, with **IRCP**
6 **11.2(b)** serving as the basis for reconsideration.

7 **III. Relief Sought**

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

Dated this 6th day of November 2024.

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



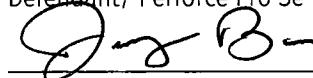
Signature

CERTIFICATE OF MAILING

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

Email: lewis@hwmlawfirm.com	[<input checked="" type="checkbox"/>]	Ken Nagy
Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	[<input type="checkbox"/>]	Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se



Signature

ACKNOWLEDGMENT
STATE OF IDAHO

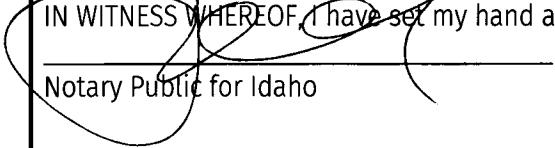
)
: SS.

County of NEZ PERCE)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 6th day of November, 2024, before me, the undersigned Notary Public,
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that s/he executed the same.

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


Notary Public for Idaho

Residing at Lewiston

Commission Expires: 11/28/2025

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

FILED

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Dawn A.

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT OF
RECONSIDERATION**

DEMAND FOR JURY

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

17 **I. INTRODUCTION**

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

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

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

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

II. SUPPLEMENTAL CASE LAW

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

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

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

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

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

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

11 **Court's Decision:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 **Conclusion:**

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

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

13 "The buyer protections afforded by *Idaho Code § 45-1508* apply only to sales challenged
14 for a failure to comply with the procedural provisions of *Idaho Code § 45-1506. Taylor v. Just,*
15 *138 Idaho 137, 59 P.3d 308, 313 (Idaho 2002)*. And good faith purchasers are not insulated
16 against every claim or reason for voiding a foreclosure sale. See, e.g., *Taylor, 59 P.3d at 313*
17 (holding that *Idaho Code § 45-1508* does not apply to a foreclosure sale that was void for a
18 lack of default at the time of the sale)." —*Baker v. Nationstar Mortg., LLC (In re Baker), 574*
19 *B.R. 184, 191 (Bankr. D. Idaho 2017)*

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

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

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

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

8 Court's Decision:

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

19 Application to Defendant Bass' Case:

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

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

28 1. Limitations of Good Faith Purchaser Protections:

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

9 2. Void Sales Due to Substantive Defects:

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

17 3. Bidder's Involvement in Rigging the Auction:

- 18 • *Baker v. Nationstar Mortg., LLC* the court underscores that protections afforded to
19 purchasers under *Idaho Code § 45-1508* do not extend to sales voided due to
20 substantive defects. Specifically, while *§ 45-1508* provides that "failure to give notice
21 to any of such persons by mailing, personal service, posting or publication in
22 accordance with *section 45-1506, Idaho Code*, shall not affect the validity of the sale
23 as to persons so notified nor as to any such persons having actual knowledge of the
24 sale," it also clarifies that "any failure to comply with the provisions of *section 45-*
25 *1506, Idaho Code*, shall not affect the validity of a sale in favor of a purchaser in good
26 faith for value." However, the court in *Baker v. Nationstar Mortg., LLC* makes clear that
27 these protections apply only to procedural defects outlined in *§ 45-1506* and do not
28 shield a purchaser from substantive issues—such as fraud or the absence of a valid

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

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

8 Conclusion:

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

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

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

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

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

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

28 Court's Decision:

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

Application to Defendant Bass' Case:

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

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

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

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

2. Improper Foreclosure Actions:

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

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

4 **3. Sale for Less Than Fair Market Value:**

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

9 **Conclusion:**

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

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

15 **Explanation of *Taylor v. Just*:**

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

23 **Key Facts of the Case:**

- 24 • A foreclosure sale took place after the homeowner defaulted on a deed of trust.
25 • The foreclosure sale did not comply with the statutory requirements under *Idaho Code §*
26 *45-1505(2)*.
27 • Specifically, the sale suffered from procedural defects that were significant enough to
28 invalidate it.

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

3 **Court's Decision:**

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

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

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

21 **Key Legal Points from *Taylor v. Just*:**

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

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

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

3 **2. Good Faith Purchaser Status:**

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

10 **3. Impact on Ejectment Proceedings:**

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

17 **Legal Principles Highlighted:**

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

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

7 Conclusion:

8 *Taylor v. Just* is directly applicable to the present case and supports Defendant Bass'
9 position that the foreclosure sale is void due to statutory non-compliance and bidder
10 misconduct. As a result, Plaintiffs did not acquire valid title to the property, and their
11 claim to possession must fail. The principles established in *Taylor v. Just* make clear that
12 Plaintiffs cannot claim to be good faith purchasers, and their attempt to eject Defendant
13 Bass from the property is without legal basis.

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

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

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

3 **Strict Compliance and Material Irregularities:**

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

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

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

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

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

27 **Court's Decision:**

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

Application to Defendant Bass' Case:

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

Key Legal Points from *Spencer v. Jameson*:

1. No Requirement to Prove Actual Harm:

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

2. Material Irregularities in the Foreclosure Process:

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

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

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

- 6 • The trustee's duty to strictly adhere to the statutory requirements of *Idaho Code §*
7 *45-1506* is a central theme in *Spencer v. Jameson*.
8 • In this case, Defendant Bass asserted that the trustee failed to comply with these
9 requirements, and as a result, the foreclosure sale is void. Under *Spencer v.*
10 *Jameson*, the sale must be set aside due to these material deviations from the
11 statutory procedures.

12 Legal Principles Highlighted:

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

26 Conclusion:

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

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

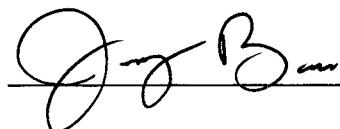
6 **III. CONCLUSION**

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

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

Dated this 6th day of November 2024.

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



Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant / Perforce Pro Se



Signature

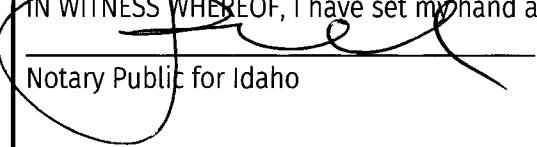
ACKNOWLEDGMENT

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

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 6th day of November, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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


Notary Public for Idaho

Residing at Cowiston

Commission Expires: 11/28/2025

User Name: Jeremy Bass
 Date and Time: Wednesday, November 6, 2024 7:22:00 AM PST
 Job Number: 237933963

Document (1)

[1. Breckenridge Prop. Fund 2016, LLC v. Wally Enter.](#)

Client/Matter: -None-
 Search Terms: Breckenridge Prop. Fund 2016., LLC v. Wally Enterprises, Inc.
 Search Type: Natural Language
 Narrowed by:

Content Type

Narrowed by
-None-

 Cited
 As of: November 6, 2024 3:22 PM Z

Breckenridge Prop. Fund 2016, LLC v. Wally Enter.

Supreme Court of Idaho

August 22, 2022, Filed

Docket Nos. 48489 & 48703

Reporter

170 Idaho 649 *, 516 P.3d 73 **, 2022 Id. LEXIS 96 ***; 2022 WL 3581124 beforehand or not. [2]-The Court noted that plaintiff alleged no other failure in relation to the pre-sale procedure.

BRECKENRIDGE PROPERTY FUND 2016, LLC, a Delaware limited liability company, Plaintiff-Appellant, v. WALLY ENTERPRISES, INC., a Kansas corporation dba WE SERVE IDAHO; WEINSTEIN & RILEY, P.S., a Washington professional corporation; CORNERSTONE PROPERTIES, LLC, an Idaho limited liability company, Defendants-Respondents, and JOHN DOES 1-10, and CORPORATIONS XYZ, Defendants,CORNERSTONE PROPERTIES, LLC, an Idaho limited liability company, Cross-Claimant, v. WEINSTEIN & RILEY, P.S., a Washington professional corporation, Cross-Defendant,

Prior History: [***] Appeal from the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County. Bruce L. Pickett, District Judge.

Disposition: The decision of the district court is affirmed in part and vacated in part.

Core Terms

district court, bid, commercial transaction, auction, attorney's fees, conditions, notice, gravamen, negligence per se, bidder, argues, court's decision, summary judgment, estoppel, lawsuit, purchaser, parties, checks, trust deed, announced, award of attorney's fees, highest bidder, foreclosure, concealed, compiled, binding, equitable estoppel, terms of the sale, prevailing party, form of payment

Case Summary

Overview

HOLDINGS: [1]-In a suit concerning the legality of an auctioneer providing the terms of sale at the time of the foreclosure sale, including acceptable methods of payment, without providing earlier notice to potential bidders, the printed conditions of the foreclosure sale were binding on plaintiff when announced by the auctioneer, whether it knew of the conditions

Civil Procedure > Judgments > Pretrial Judgments > Judgment on Pleadings

Civil Procedure > ... > Summary Judgment > Motions for Summary Judgment > Notice Requirement

[HN15] Pretrial Judgments, Judgment on Pleadings

After the pleadings are closed, but early enough not to delay trial, a party may move for judgment on the pleadings. *Idaho R. Civ. P. 12(c)*. On such a motion, if matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under *Idaho R. Civ. P. 56* where all parties must be given a reasonable opportunity to present all the material that is pertinent to the motion. *Idaho R. Civ. P. 12(d)*. A judgment on the pleadings is reviewed under the same standard as a ruling on summary judgment.

Civil Procedure > Judgments > Summary Judgment > Entitlement as Matter of Law

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > Genuine

Jeremy Bass

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Jeremy Bass

170 Idaho 649, *649, 516 P.3d 73, **73, 2022 Id. LEXIS 96, ***1

Page 2 of 18

Page 3 of 18

170 Idaho 649, *649, 516 P.3d 73, **73, 2022 Id. LEXIS 96, ***1

Disputes

Civil Procedure > ... > Summary Judgment > Burdens of Proof > Scintilla Rule

Civil Procedure > ... > Summary Judgment > Appellate Review > Standards of Review

Civil Procedure > ... > Summary Judgment > Burdens of Proof > Movant Persuasion & Proof

[HN15] Summary Judgment, Entitlement as Matter of Law

The Supreme Court of Idaho employs the same standard as the district court when reviewing rulings on summary judgment motions. Summary judgment is proper if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. *Idaho R. Civ. P. 56(g)*. A moving party must support its assertion by citing particular materials in the record or by showing the materials cited do not establish the presence of a genuine dispute, or that an adverse party cannot produce admissible evidence to support the facts. *Idaho R. Civ. P. 56(h)(1)(B)*. Summary judgment is improper if reasonable persons could reach differing conclusions or draw conflicting inferences from the evidence presented. A mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue of material fact for the purposes of summary judgment.

Civil Procedure > Appeals > Standards of Review > De Novo Review

[HN15] Standards of Review, De Novo Review

The Idaho Supreme Court exercises free review over questions of law, which includes whether the district court correctly determined that a case is based on a commercial transaction for the purpose of *Idaho Code § 12-126(3)*.

Governments > Legislation > Interpretation

[HN15] Legislation, Interpretation

If the statute is not ambiguous, the Court does not construe it, but simply follows the law as written. The Idaho Supreme Court has consistently held that where statutory language is unambiguous, legislative history and other extrinsic evidence should not be consulted for the purpose of altering the clearly expressed intent of the legislature. Ambiguity occurs where reasonable minds might differ as to interpretations. However, ambiguity is not established merely because the parties present differing interpretations to the court.

Civil Procedure > Appeals > Appellate Briefs

Civil Procedure > Appeals > Reviewability of Lower Court Decisions > Preservation for Review

[HN15] Appeals, Appellate Briefs

The Idaho Supreme Court will not consider arguments raised for the first time in the appellant's reply brief. A reviewing court looks only to the initial brief on appeal for the issues presented because those are the arguments and authority to which the respondent has an opportunity to respond in the respondent's brief.

Governments > Courts > Rule Application & Interpretation

[HN15] Courts, Rule Application & Interpretation

In the context of the timing of a search, there are few circumstances in which rigid rules are proper.

ensure immediate closure to resolve the uncertain status of the property. Indeed, the nature of these proceedings is that of expediency, which is why, unlike its judicial foreclosure counterpart, that permits a one-year right to redemption, a deed of trust affords a broader right to nonjudicial foreclosure and a shorter 120-day period of cure. That said, the procedures to foreclose on trust deeds outside of the judicial process provide the express-lane alternative to foreclosure in the judicial system.

Governments > Legislation > Interpretation

[HN15] Legislation, Interpretation

No matter how other courts have interpreted forthwith, the Idaho Supreme Court must give the word its plain, usual, and ordinary meaning and, if that definition is unambiguous, the Court does not construe it, but simply follows the law as written.

Real Property Law > Priorities & Recording > Elements > Bonafide Purchasers

[HN15] Elements, Bonafide Purchasers

A trustee's sale to a good-faith purchaser for value is final, despite a violation of *Idaho Code § 45-1506*.

Estate, Gift & Trust Law > ... > Trustees > Duties & Powers > Sales

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

Before the auction begins, trustees can impose reasonable restrictions on the acceptable forms of payment in which a bid can be made at a trustee's sale.

Real Property Law > Priorities & Recording > Elements > Bonafide Purchasers

[HN15] Elements, Bonafide Purchasers

A trustee's sale to a good-faith purchaser for value is final, despite a violation of *Idaho Code § 45-1506*.

Estate, Gift & Trust Law > ... > Trustees > Duties & Powers > Sales

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

Establishing negligence per se through a violation of a statute or regulation conclusively establishes the first two elements of a cause of action in negligence.

Torts > ... > Proof > Violations of Law > Ordinances

Torts > ... > Proof > Violations of Law > Rules & Regulations

Torts > ... > Proof > Violations of Law > Statutes

Torts > ... > Proof > Violations of Law > Standards of Care

Torts > ... > Proof > Violations of Law > Safety Codes

[HN15] Violations of Law, Ordinances

To show common law negligence, a party must prove: (1) a duty, recognized by law, requiring the defendant to conform to a certain standard of conduct; (2) a breach of that duty; (3) a causal connection between the defendant's conduct and the resulting injury; and (4) actual loss or damage. Self-evident in the formulation of these elements is that a party cannot be held liable for negligence when there was no legal duty imposed under the circumstances. In Idaho, it is well established that statutes and administrative regulations may define the applicable standard of care owed, and that violations of such statutes and regulations may constitute negligence per se. Establishing negligence per se through a violation of a statute or regulation conclusively establishes the first two elements of a cause of action in negligence.

Civil Procedure > ... > Defenses, Demurrers & Objections > Affirmative Defenses > Estoppel

[HN15] Mortgages & Other Security Instruments, Definitions & Interpretation

The whole premise of *Idaho Code § 45-1506(g)* is to

User Name: Jeremy Bass
 Date and Time: Monday, October 28, 2024 6:13:00 AM PDT
 Job Number: 237120394

Document (1)

[1. Spencer v. Jameson](#)

Client/Matter: -None-
 Search Terms:
 Search Type: Natural Language
 Narrowed by:

Content Type

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-None-

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[Spencer v. Jameson](#)

Supreme Court of Idaho
 June 16, 2009, Filed

Docket No. 34517, 2009 Opinion No. 85

Reporter

147 Idaho 497 *, 211 P.3d 106 **, 2009 Id. LEXIS 96 ***

LAWRENCE SPENCER, Plaintiff-Appellant, v. DEE JAMESON, an individual, DAVIDSON TRUST CO., Custodian for IRA/SEP Account No. 68-0811-30, and JAMES A. RAEON, Successor Trustee, Defendants-Respondents.

Subsequent History: Released for Publication July 8, 2009.

Prior History: [***1] Appeal from the District Court of the First Judicial District, State of Idaho, Kootenai County. Hon. Lansing D. Haynes, District Judge.

Disposition: District court order granting summary judgment, reversed.

Core Terms

trust deed, bid, mobile home, credit bid, attorney's fees, real property, district court, summary judgment, purchaser, proceeds, Parcel, excess of the amount, amount owing, secured note, time or sale, foreclosure, holder, recorded, non-judicial, argues, prevailing party, price bid, surplus, foreclosure sale, conveyed, expended, grantor, secured obligation, affixed

Case Summary

Procedural Posture

Plaintiff borrower filed suit against defendant lenders in the District Court of the First Judicial District, State of Idaho, Kootenai County, claiming irregularities in two non-judicial foreclosure sales and seeking to set them aside or recover a monetary surplus under *Idaho Code Ann. § 45-1507*. The district court granted summary judgment for the lenders. The borrower appealed.

Overview

The borrower executed promissory notes in favor of the lender, secured by two deeds of trust. The borrower later defaulted. The trustee sold the deeds at non-judicial foreclosure sales. The borrower argued that a mobile home was personal property rather than real property and should not have been transferred to the trustee. He also argued that the lender submitted bids in excess of the amounts owed on the notes and that he was entitled to the surplus proceeds. The court held that the mobile home was affixed to the land at the time of sale and, therefore, was real property under *Idaho Code Ann. § 55-101* and property transferred to the trustee under *Idaho Code Ann. §§ 45-1502(3) and 45-1503*. Because the lender bid in excess of the amount of credit available to it under one of the deeds of trust, it did not pay the price owing before the trustee executed the Trustee's Deed as required by *Idaho Code Ann. § 45-1508*; however, it was unnecessary to set aside the sale. The court found that there were proceeds from the sales that went beyond the expenses of the sales and the trust deed obligations, and the trial court was required to distribute the excess under *Idaho Code Ann. § 45-1507*.

Outcome

The court reversed the district court's award of summary judgment for the lender and remanded for a determination of the amount of sale proceeds to be distributed along with who was entitled to such proceeds under *Idaho Code Ann. § 45-1507*. The court awarded the borrower court costs, but not attorney fees, on appeal.

LexisNexis® Headnotes

Civil Procedure > ... > Summary

Jeremy Bass

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147 Idaho 497, *497, 211 P.3d 106, **106, 2009 Id. LEXIS 96, ***

Page 2 of 14

Page 3 of 14

Judgment > Appellate Review > Standards of Review

Mobilehome Parks

Upon manufacture, a mobile home is a movable chattel and characterized as personal property. Once a mobile home is affixed to land it is converted to real property. *Idaho Code Ann. § 55-101*. Accordingly, a mobile home may be considered either real property or personal property under Idaho law.

Real Property Law > Financing > Mortgages & Other Security Instruments > Definitions & Interpretation

[HN1124](#) Mortgages & Other Security Instruments, Definitions & Interpretation

A deed of trust, by definition, is limited to the conveyance of real property. *Idaho Code Ann. § 45-1502(3)*.

Real Property Law > General Overview

[HN1125](#) Real Property Law

The Idaho Legislature has defined "real property" under Title 55, Chapter 1, which governs property and ownership, as follows: 1. Lands, possessory rights to land, ditch and water rights, and mining claims, both lead and placer. 2. That which is affixed to land. 3. That which is appurtenant to land. *Idaho Code Ann. § 55-101*.

Real Property Law > Fixtures & Improvements > Fixture Characteristics

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

[HN1126](#) Fixtures & Improvements, Fixture Characteristics

A deed of trust is limited to the conveyance of real property. *Idaho Code Ann. § 45-1502(3)*. Accordingly, that which is land, affixed to the land, or appurtenant to the land, and falls within the parameters of the real property described in the deed, is conveyed under the deed of trust. *Idaho Code Ann. § 45-1502(3)* provides additional limitations on what real property can be

transferred to the trustee for purposes of non-judicial foreclosure.

Law > Financing > Foreclosures > Private Power of Sale Foreclosure

[HN1127](#) Foreclosures, Private Power of Sale Foreclosure

Property may only be transferred to the trustee for purposes of non-judicial foreclosure pursuant to *Idaho Code Ann. § 45-1503(1)* to secure an obligation under the trust deed.

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1508*.

[HN1128](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

[HN1129](#) Foreclosures, Private Power of Sale Foreclosure

Reading subsections (9) and (10) of *Idaho Code Ann. § 45-1506* in their entirety, it is more reasonable to infer that the legislature did not intend for a non-judicial foreclosure sale to be set aside once the trustee accepts the credit bid as payment in full.

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

[HN1130](#) Foreclosures, Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

[HN1131](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

[HN1132](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1133](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1134](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1135](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1136](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1137](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1138](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1139](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1140](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1141](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1142](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1143](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1144](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1145](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1146](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1147](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1148](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1149](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1150](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1151](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1152](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1153](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1154](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1155](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1156](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1157](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1158](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1159](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1160](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1161](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1162](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1163](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1164](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1165](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1166](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1167](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1168](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1169](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1170](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1171](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1172](#) Foreclosures, Private Power of Sale Foreclosure

Real Property Law > Financing > Foreclosures > Private Power of Sale Foreclosure

See *Idaho Code Ann. § 45-1506(9)*.

[HN1173](#) Foreclosures, Private Power of Sale Foreclosure

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1. Taylor v. Just

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Taylor v. Just

Supreme Court of Idaho
 November 22, 2002, Filed
 Docket No. 28105, 2002 Opinion No. 131

Reporter

138 Idaho 137 *; 59 P.3d 308 **; 2002 Id. LEXIS 178 ***

JAMES L. TAYLOR, Plaintiff-Respondent-Cross-Appellant, v. CHARLES C. JUST, in his capacity as Trustee, FAIRBANKS CAPITAL CORPORATION, a Utah corporation; RONALD DALE RUSH and TERILYN ANN RUSH, husband and wife, Defendants-Appellants-Cross Respondents.

Subsequent History: [*1] Released for Publication December 16, 2002.

Prior History: Appeal from the District Court of the Third Judicial District, State of Idaho, Canyon County. Hon. Sergio A. Gutierrez, District Judge.

Disposition: The judgment of the district court is reversed and remanded.

Core Terms

default, trust deed, district court, cure, foreclosure sale, attorney's fees, terms, void, promissory note, modified, real property, notice, summary judgment, foreclose, execute, grantor, Lender, good faith purchaser, foreclosure, purchaser, deliver, deed, parties

Case Summary

Procedural Posture

The District Court of the Third Judicial District, State of Idaho, Canyon County, granted judgment in favor of appellee trustee under a deed of trust to execute and deliver a trustee's deed to appellant highest bidder at the foreclosure sale. The bidder appealed.

Overview

The district court stated that a breach of contract cause of action would not lie and ordered the trustee to execute and deliver the trustee's deed to the bidder. The bidder argued that the trial court erred. The appellate

court found that the agreement cured the default because under the agreement, there were no longer any sums past due. Because at the time of the sale there was no default in the performance of any obligations secured by the deed of trust, the foreclosure sale was void. *Idaho Code § 45-1506(12)* did not purport to limit the right of the grantor and beneficiary to come to their own agreement to cure a default. The foreclosure sale was void for failure to comply with *Idaho Code § 45-1506(2)*. The bidder was not a good faith purchaser for value because he did not acquire title to the real property. Because the foreclosure sale was void, the alleged contract was likewise void. The alleged contract would circumvent the statutory requirement that a deed of trust can be foreclosed only if there is a default in an obligation the performance of which is secured by the deed of trust. The trustee was entitled to an award of a reasonable attorney fee.

Outcome

The judgment was reversed.

LexisNexis® Headnotes

Civil Procedure > Appeals > Standards of Review > De Novo Review

Civil Procedure > Judgments > Summary Judgment > General Overview

Civil Procedure > ... > Summary Judgment > Appellate Review > General Overview

Civil Procedure > ... > Summary Judgment > Appellate Review > Standards of Review

Civil Procedure > ... > Summary

Jeremy Bass

Judgment > Motions for Summary Judgment > General Overview

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > General Overview

Civil Procedure > Appeals > Standards of Review > General Overview

HNT[1] Standards of Review, De Novo Review

In an appeal from an order of summary judgment, the appellate court's standard of review is the same as the standard used by the trial court in ruling on a motion for summary judgment. All disputed facts are to be construed liberally in favor of the non-moving party, and all reasonable inferences that can be drawn from the record are to be drawn in favor of the non-moving party. Summary judgment is appropriate if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. If the evidence reveals no disputed issues of material fact, then only a question of law remains, over which the appellate court exercises free review.

Real Property
 Law > Financing > Foreclosures > General Overview

HNT[2] Financing, Foreclosures

Idaho Code § 45-1506(2) (1997) grants authority to foreclose a deed of trust by nonjudicial sale. It provides, The trustee may foreclose a trust deed by advertisement and sale under this act if there is a default by the grantor owing an obligation the performance of which is secured by the trust deed. The statute requires that the default exist at the time of the sale. It states that the trustee may foreclose a trust deed if there "is" a default by the grantor, not if there "has been" a default by the grantor.

Contracts Law > Contract Interpretation > Intent

Contracts Law > Contract Interpretation > General Overview

HNT[3] Contract Interpretation, Intent

A contract must be construed to give effect to the intention of the parties. In order to ascertain that intent, the contract must be construed as a whole. If a contract's terms are clear and unambiguous, the contract's meaning and legal effect are questions of law, and the meaning of the contract and intent of the parties must be determined from the plain meaning of the contract's own words.

Estate, Gift & Trust Law > ... > Private Trusts Characteristics > Trustees > General Overview

Real Property
 Law > Financing > Foreclosures > General Overview

Estate, Gift & Trust Law > Trusts > General Overview

HNT[4] Private Trusts Characteristics, Trustees

Idaho Code § 45-1506 (1997) provides that the trustee can postpone the sale at the request of the beneficiary.

Real Property
 Law > Financing > Foreclosures > General Overview

HNT[5] Financing, Foreclosures

Idaho Code § 45-1506(2) (1997) gives the grantor the right to cure a default by paying those sums within 115 days after the recording of the notice of default. The statute grants a right to cure within 115 days after the recording of the notice of default and specifies how a grantor can exercise that right. It does not purport to limit the right of the grantor and beneficiary to come to their own agreement to cure a default.

Real Property
 Law > Financing > Foreclosures > General Overview

HNT[6] Financing, Foreclosures

See *Idaho Code § 45-1503* (1997).

Real Property
 Law > Financing > Foreclosures > General Overview

HNT[7] Financing, Foreclosures

By its terms *Idaho Code § 45-1506* only applies to sales challenged because of a failure to comply with the provisions of *Idaho Code § 45-1503* (1997).

Contracts Law > Personal Property > Bona Fide Purchasers

Real Property Law > Priorities & Recording > Elements > Bona Fide Purchasers

Real Property Law > Deeds > General Overview

HNT[8] Personal Property, Bona Fide Purchasers

The doctrine of bona fide purchaser is peculiarly available for purposes of defense. This defense can be maintained only in favor of a title, though it may be defective, which a bona fide purchaser has, and it is not available for the purpose of creating a title. Where the title to land passes, though obtained by fraud, and the deed is therefore voidable, one who purchases from the grantee in good faith, and without notice, will be protected, because he had a title which he could and did convey, but when the deed was never in fact delivered, the grantee can convey no title for the protection of which the plea of a bona fide purchaser can be invoked.

Contracts Law > ... > Affirmative Defenses > Fraud & Misrepresentation > General Overview

HNT[9] Affirmative Defenses, Fraud & Misrepresentation

A void contract cannot be enforced.

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > General

Overview

Civil Procedure > ... > Attorney Fees & Expenses > Basis of Recovery > Statutory Awards

HNT[10] Attorney Fees & Expenses, Reasonable Fees

Idaho Code § 12-1203 provides, In any civil action to recover in any commercial transaction unless otherwise provided by law, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court, to be taxed and collected as costs. The statute defines the term "commercial transaction" to mean all transactions except transactions for personal or household purposes. *Idaho Code § 12-1203(3)* (1998).

Counsel: Mark L. Clark, Nampa, for appellants.

White Peterson Morrow Gigray Rossman Nye & Rossman, Nampa, for respondent: Kevin E. Dinius argued.

Judges: EISMANN, Justice. Chief Justice TROUT, and Justices SCHROEDER, WALTERS, and KIDWELL CONCUR.

Opinion by: EISMANN

Opinion

[**309] [**138] EISMANN, Justice.

This is an appeal from a judgment ordering the trustee under a deed of trust to execute and deliver a trustee's deed to the highest bidder at the foreclosure sale. Prior to the sale, the grantor and beneficiary had entered into an agreement resolving the default. Therefore, we reverse the judgment of the district court because the sale was void and the trustee cannot be required to execute and deliver a trust deed.

I. FACTS AND PROCEDURAL HISTORY

In April 1998, Ronald and Terilyn Rush executed a deed of trust on their residence to secure payment of a promissory note in the sum of \$37,000. The defendant Fairbanks Capital Corporation (Fairbanks Capital) later [*310] [*319] acquired the interest of the beneficiary [*320] under that deed of trust. The Rushes failed to make the monthly payments that came due

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1. *Idaho Power Co. v. Benj. Houseman Co.*

Client/Matter: -None-

Search Terms:

Search Type: Natural Language

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Idaho Power Co. v. Benj. Houseman Co.

Supreme Court of Idaho

April 29, 1993 ; April 29, 1993, Filed

No. 20083, 1993 Opinion No. 46

Reporter

123 Idaho 674 *, 851 P.2d 970 **, 1993 Id. LEXIS 100 ***

IDAHO POWER COMPANY, an Idaho corporation,
 Plaintiff-Respondent, v. THE BENJ. HOUSEMAN
 COMPANY, Successor in Interest to the Zachreson
 Company, Defendant-Appellant

Subsequent History: [***1] Released for Publication
 May 21, 1993.

Prior History: Appeal from the District Court of the
 Fourth Judicial District of the State of Idaho, Ada
 County. Hon. George D. Carey, District Judge.

Appeal from summary judgment.

Disposition: Affirmed.

Core Terms

mortgage, foreclosure, senior deed, weatherization, proceedings, sales, deficiency judgment, fair market value, agree to pay, real estate, conveyance, foreclosure, costs, mortgage foreclosure, mortgaged property, foreclosure sale, summary judgment, debt secured, trustee sale, no right, unrecorded, mortgagee, valueless, decree

Case Summary

Procedural Posture
 Defendant mortgagor challenged the judgment of the District Court of the Fourth Judicial District (Idaho), which granted summary judgment in favor of plaintiff mortgagee, power company, in the mortgagee's action for the amount that the mortgagor's predecessor agreed to pay for weatherization of buildings.

for payment for weatherization. The trustee of the two senior deeds of trust to which the mortgages were subject instituted foreclosure proceeding and sold all the property. The mortgagees filed an action against the mortgagor for the amount due on the debt. The trial court granted summary judgment in favor of the mortgagees. On appeal, the court affirmed the grant of summary judgment. It held that the mortgagee was not precluded from suing to collect the debt secured by the mortgage where the debt was not due and where there was no basis to foreclose the mortgage at the time the property was sold to the third party by the trustees for less than the fair market value. The court noted that the mortgagee had no right to foreclose its mortgages before the trustee sold the property and no right to redeem the property from the purchaser at the foreclosure sale pursuant to *Idaho Code § 45-1508*. The court concluded that once the mortgage became valueless the mortgagee had the right to file the direct action on the debt secured by the mortgage.

Outcome

The court affirmed the grant of summary judgment in favor of the mortgagees in the mortgagee's action for the amount that the mortgagor's predecessor agreed to pay for the weatherization of buildings.

LexisNexis® Headnotes

Real Property
 Law > Financing > Foreclosures > General Overview

HN1 [§] Financing, Foreclosures

A mortgagee may bring a direct action on a debt secured by the mortgage, if the mortgage is valueless.

Jeremy Bass

Page 2 of 3

123 Idaho 674, *674; 851 P.2d 970, **970; 1993 Id. LEXIS 100, ***1

Counsel: Lojek, Gabbert & Strother, Chtd., of Boise, for defendant-appellant. Jeffrey A. Strother argued.

Ellis, Brown and Shells, Chtd., of Boise, for plaintiff-respondent. Martin T. Neils argued.

Judges: Johnson, Justice. McDevitt, C.J., Bistline and Trout, JJ., and Judd, J., Pro Tem, concur.

Opinion by: JOHNSON

Opinion

[*674] [*970] This is a collection case. We hold that a mortgagee is not precluded from suing to collect the entire debt secured by a mortgage where the debt was not due and where there was no basis to foreclose the mortgage at the time the property was sold to a third party by the trustee of prior deeds of trust for less than the fair market value of the property.

I.

THE BACKGROUND AND PRIOR PROCEEDINGS.

On May 12, 1981, The Zachreson Company (Zachreson) entered into eleven weatherization agreements with Idaho Power Company. Each agreement required Idaho Power to weatherize a building owned by Zachreson. Zachreson agreed to pay for this work on July [**2] 12, 1991, or whenever the weatherized property was transferred, whichever occurred first. Zachreson agreed to pay a total of \$17,651.76. Idaho Power did not require Zachreson to pay interest.

To secure payment, Zachreson gave Idaho Power a mortgage on each of the eleven properties. Each of the eleven mortgages was subject to one or the other of two senior deeds of trust. In 1988, the trustee of the two senior deeds of trust instituted non-judicial foreclosure proceedings on all eleven parcels. The trustee gave Idaho Power notice of the foreclosure sales, but Idaho Power did not participate in any of the sales. The sales took place on July 5, 1988.

The successful bids at the foreclosure sales totaled \$455,679.57. The fair market value of the property sold was at least, [*675] \$495,000.00. According to these figures, which are not disputed on appeal, the fair

market value of the property exceeded the total of the amount secured by the senior deeds of trust and the debt secured by Idaho Power's mortgages.

The Benj. Houseman Company (Houseman) is the successor in interest to Zachreson. Neither Zachreson nor Houseman ever paid any part of the \$ 17,651.76 owed to Idaho Power. [*3] Idaho Power sued Houseman for the amount Zachreson agreed to pay for the weatherization. The trial court granted summary judgment to Idaho Power, rejecting Houseman's arguments that the single-action statute (*IC. § 6-101*) and the statute limiting deficiency judgments in mortgage foreclosures (*IC. § 6-108*) barred Idaho Power's action. Houseman appealed.

II.

NEITHER *IC. § 6-101* NOR *IC. § 6-108* BAR IDAHO POWER'S ACTION.

Houseman asserts that *IC. § 6-101* and *6-108* bar Idaho Power's right to recover from Houseman. We disagree.

The two statutes upon which Houseman premises its appeal provide:

6-101. Proceedings in foreclosure – Effect of foreclosure on holder of unrecorded lien. – There can be but one action for the recovery of any debt, or the enforcement of any right secured by mortgage upon real estate which action must be in accordance with the provisions of this chapter. In such action the court may, by its judgment, direct a sale of the incumbered property (or so much thereof as may be necessary) and the application of the proceeds of the sale to the payment of the costs of the court and the expenses of the sale, and the amount due to the plaintiff, and sales [*4] of real estate under judgments of foreclosure of mortgages and liens are subject to redemption as in the case of sales under execution; (and if it appear from the sheriff's return that the proceeds are insufficient, and a balance still remains due, judgment can then be docketed for such balance against the defendant or defendants personally liable for the debt), and it becomes a lien on the real estate of such judgment debtor, as in other cases on which execution may be issued.

No person holding a conveyance from or under the mortgagor of the property mortgaged, or having a

123 Idaho 674, *675; 851 P.2d 970, **970; 1993 Id. LEXIS 100, ***4

End of Document

Page 3 of 3

lien thereon, which conveyance or lien does not appear on record in the proper office at the commencement of the action, need be made a party to such action; and the judgment therein rendered, and the proceedings therein had, are as conclusive against the party holding such unrecorded conveyance or lien as if he had been made a party to the action.

6-108. Deficiency judgments – Amount restricted. – No court in the state of Idaho shall have jurisdiction to enter a deficiency judgment in any case involving a foreclosure of a mortgage on real property in any amount greater than the difference between the mortgage [*5] indebtedness, as determined by the decree, plus costs of foreclosure and sale, and the reasonable value of the mortgaged property, to be determined by the court in the decree upon the taking of evidence of such value.

Neither of these statutes applies to this case. Under the terms of the mortgages, Zachreson's obligation to Idaho Power did not become due until the property was sold by the trustee of the senior deeds of trust. Therefore, Idaho Power had no right to foreclose its mortgages before the trustee sold the property. The sales by the trustee foreclosed and terminated all interest Idaho Power had in the property, and Idaho Power had no right to redeem the property from the purchaser at the trustee's sales. *IC. § 45-1508*, Idaho Power's mortgage lien on the property became valueless at the time of the trustee's sale. *Warner v. Bockstahler*, 43 Idaho 418, 423, 262 P. 862, 863 (1929).

HN1 [§] A mortgagee may bring a direct action on a debt secured by the mortgage, if the mortgage is valueless. *Giltz v. Idaho*, 142, 152, 132 P. 795, 798 (1913).

III.

CONCLUSION.

We [*6] affirm the trial court's summary judgment in favor of Idaho Power.

We award costs to Idaho Power on appeal, together with attorney fees pursuant to *IC. § 12-120(3)*.

User Name: Jeremy Bass
 Date and Time: Monday, October 28, 2024 4:00:00 AM PDT
 Job Number: 237112123

Document (1)

[1. Baker v. Nationstar Mortg., LLC \(In re Baker\)](#)

Client/Matter: None-

Search Terms:

Search Type: Natural Language

Narrowed by:

Content Type

Narrowed by
-None-

Caution
 As of: October 28, 2024 11:00 AM Z

Baker v. Nationstar Mortg., LLC (In re Baker)

United States Bankruptcy Court for the District of Idaho

July 28, 2017, Decided

Bankruptcy Case No. 17-00044-JDP, Adv. Proceeding No. 17-06010-JDP

Reporter

574 B.R. 184 *; 2017 Bankr. LEXIS 2110 **

In Re: Teresa A. Baker, Debtor; Teresa A. Baker, Plaintiff, vs. Nationstar Mortgage, LLC and Duke Partners II, LLC, Defendants.

Core Terms

foreclosure sale, trustee sale, postpone, equivalent value, insolvent, alleges, argues, fails, deed, motion to dismiss, schedules, bankruptcy petition, bankruptcy case, title company, foreclosure, purchaser, reasons, void

Case Summary

Overview

HOLDINGS: [1]-Plaintiff sufficiently alleged that she was insolvent at the time of the transfer for [11 U.S.C.S. § 546](#) purposes; [2]-Even if defendant purchased the property for \$ 140,282, and plaintiff did not know if defendant knew of the postponement of the sale or communicated with the mortgagor before the sale, under [Idaho Code Ann. § 45-1508](#), any failure by the mortgagor to comply with [Idaho Code Ann. § 45-1506](#) was not a reason to invalidate the sale since plaintiff did not rebut the presumption that the sale was for reasonably equivalent value; [3]-Even if the mortgagor's misrepresentations provided a basis to set aside the sale to defendant, plaintiff did not compare the sale price to the value she would have received at properly conducted foreclosure sale; [4]-Plaintiff failed to state a claim under [11 U.S.C.S. § 544\(b\)\(1\)](#) as defendant was a bona fide purchaser.

Outcome

Motion to dismiss granted, in part, and denied, in part.

LexisNexis® Headnotes

Bankruptcy Law > Procedural Matters > Adversary Proceedings > Dismissal of Adversary Proceedings

Civil Procedure > ... > Defendants, Demurrers & Objections > Motions to Dismiss > Failure to State Claim

[HN102](#) Adversary Proceedings, Dismissal of Adversary Proceedings

Fed. R. Civ. P. 12(b)(6), made applicable in adversary proceedings by [Fed. R. Bankr. P. 7012\(b\)](#), allows motions to dismiss for failure to state a claim upon which relief may be granted. The bankruptcy court has explained the standard for its consideration of such a motion as follows: The purpose of such a motion is to test a claim's legal sufficiency. To survive a **Rule 12(b)(6)** motion, a complaint must plead sufficient facts, which when accepted as true, support a claim that is plausible on its face. A claim is plausible so long as it is based on a cognizable legal theory and has sufficiently alleged facts to support that theory. Under **Rule 12(b)(6)**, the issue is not whether a plaintiff will ultimately prevail but whether the claimant is entitled to offer evidence to support the claims.

Civil Procedure > ... > Responses > Defendants, Demurrers & Objections > Motions to Dismiss

[HN203](#) Defendants, Demurrers & Objections, Motions to Dismiss

A judge ruling on a defendant's motion to dismiss a complaint must accept as true all of the factual allegations contained in the complaint. While the court generally can not consider extraneous materials when

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Jeremy Bass

574 B.R. 184, *184; 2017 Bankr. LEXIS 2110, **2110

Page 2 of 9

evaluating a motion to dismiss, it may consider exhibits attached to, and documents incorporated by reference in, the complaint.

[Bankruptcy Law > ... > Avoidance > Fraudulent Transfers > Elements](#)

[Real Property Law > Financing > Foreclosures](#)

[HN314](#) Fraudulent Transfers, Elements

[11 U.S.C.S. § 546\(a\)\(1\)](#) empowers a trustee to avoid the involuntary transfer of an interest of the plaintiff in property made within two years before the filing of the bankruptcy petition if the plaintiff was insolvent on the date that the transfer was made and she received less than reasonably equivalent value in exchange for the transfer. [§ 546\(a\)\(1\)\(B\)](#). The term "transfer" is defined in the U.S. Bankruptcy Code to include the kind of involuntary transfer of a debtor's interest that occurs via a trustee's sale to foreclose a creditor's deed of trust lien. [11 U.S.C.S. § 101\(54\)\(C\)-\(D\)](#). While [§ 548](#) expressly bestows this avoidance power on the trustee, under [§ 522\(g\)](#) and [§ 523](#), a debtor may assert a claim to avoid a transfer of otherwise exempt property if the transfer was not voluntary, the debtor did not conceal the property, and if the trustee does not attempt to avoid the transfer.

[Bankruptcy Law > Case Administration > Commencement of Case](#)

[HN412](#) Case Administration, Commencement of Case

The U.S. Bankruptcy Code defines "insolvent" as a financial condition such that the sum of such entity's debts is greater than all of such entity's property, at a fair valuation, exclusive of property that may be exempted from property of the estate under [11 U.S.C.S. § 522](#). [11 U.S.C.S. § 101\(32\)\(A\)](#).

[Civil Procedure > Judgments > Enforcement & Execution > Fraudulent Transfers](#)

[Real Property Law > Financing > Foreclosures](#)

[Evidence > Inferences &](#)

[Presumptions > Presumptions > Particular Presumptions](#)

[Evidence > Inferences & Presumptions > Presumptions > Rebuttal of Presumptions](#)

[HN315](#) Enforcement & Execution, Fraudulent Transfers

A prepetition mortgage foreclosure sale conducted in accordance with state law conclusively establishes that the price obtained at that sale was for reasonably equivalent value. A defendant is entitled to judgment as a matter of law that the foreclosure sale was not a fraudulent conveyance so long as all the requirements of the State's foreclosure law have been complied with. A trustee's sale may be set aside only if there was an irregularity in the conduct of the sale that would permit judicial invalidation of the sale under applicable state law. Even if there was such an irregularity, and the presumption is therefore inapplicable, the transfer to the defendant resulting from the trustee's sale may only be avoided by a plaintiff if the price received at the sale was not reasonably equivalent to the price that would have been received if the foreclosure sale had proceeded according to law.

[Bankruptcy Law > ... > Avoidance > Fraudulent Transfers > Elements](#)

[HN316](#) Fraudulent Transfers, Elements

While former [11 U.S.C.S. § 546\(a\)\(2\)\(A\)](#) has been renumbered to [§ 544\(b\)\(1\)\(B\)](#), its substance remains materially the same.

[Real Property Law > Financing > Foreclosures](#)

[HN317](#) Financing, Foreclosures

[Idaho Code Ann. tit. 45, ch. 15 governs the foreclosure of trust deeds. Idaho Code Ann. §§ 45-1501-45-1515. Idaho Code Ann. § 45-1508 describes the manner in which a trust deed is to be foreclosed. But Idaho Code Ann. § 45-1508 specifies that any failure to comply with the provisions of § 45-1508 shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.](#)

[Real Property Law > Financing > Foreclosures](#)

[HN318](#) Financing, Foreclosures

The buyer protections afforded by [Idaho Code Ann. § 45-1508](#) apply only to sales challenged for a failure to comply with the procedural provisions of [Idaho Code Ann. § 45-1506](#). And good faith purchasers are not insulated against every claim or reason for voiding a foreclosure sale. [Section 45-1508](#) does not apply to a foreclosure sale that was valid for a lack of default at the time of the sale.

[Bankruptcy Law > ... > Avoidance > Prepetition Transfers > Voidable Transfers](#)

[HN319](#) Prepetition Transfers, Voidable Transfers

Under [11 U.S.C.S. § 544\(b\)\(1\)](#), a trustee may avoid any prebankruptcy transfer that a creditor holding an unsecured claim in the bankruptcy case could have voided under applicable law. [§ 544\(b\)\(1\)](#). The presence of fraud alone does not render the foreclosure sale to a bona fide purchaser void.

[Bankruptcy Law > Procedural Matters > Adversary Proceedings](#)

[Civil Procedure > ... > Pleadings > Amendment of Pleadings > Leave of Court](#)

[Evidence > Inferences & Presumptions > Presumptions > Particular Presumptions](#)

[Bankruptcy Law > Procedural Matters > Adversary Proceedings > Dismissal of Adversary Proceedings](#)

[HN320](#) Procedural Matters, Adversary Proceedings

[Fed. R. Civ. P. 15\(a\)\(2\)](#), made applicable to an adversary proceeding by [Fed. R. Bankr. P. 7015](#), provides that the court should freely give leave to amend when justice so requires. In the Ninth Circuit, this policy is to be applied with extreme liberality. Absent prejudice, or a strong showing of any of the remaining Foman factors, there exists a presumption under [Rule 15\(a\)](#) in favor of granting leave to amend. The Foman factors include undue delay, bad faith, dilatory motives

Page 3 of 9

574 B.R. 184, *184; 2017 Bankr. LEXIS 2110, **2110

on the part of the movant, repeated failures to cure deficiencies through earlier allowed amendments, undue prejudice to opposing parties, and futility. Additionally, dismissal with prejudice and without leave to amend is not appropriate unless it is clear that the complaint could not be saved by amendment.

Counsel: [*1] For Plaintiff: Patrick Geile, FOLEY FREEMAN, PLLC, Meridian, Idaho.

For Duke Partners II, LLC, Defendant: James Colborn, NEAL COLBORN, PLLC, Boise Idaho.

Judges: Honorable Jim D. Pappas, United States Bankruptcy Judge.

Opinion by: Jim D. Pappas

Opinion

[*186] MEMORANDUM OF DECISION

Introduction

On May 2, 2017, defendant Duke Partners II, LLC ("Defendant") filed a motion to dismiss this adversary proceeding under Civil Rule 12(b)(6)¹ for failure to state a claim. Dkt. No. 8. Plaintiff Teresa A. Baker ("Plaintiff"), the chapter 13 debtor in this bankruptcy case, opposes the motion. Dkt. No. 13.

On June 6, 2017, the Court conducted a hearing concerning the motion at which the parties presented oral argument and responded to questions of the Court. Minute Entry, Dkt. No. 14. Following the hearing, the parties filed supplemental briefing. Dkt. Nos. 18, 19. Having taken the issues under advisement, considered the pleadings, briefs, and arguments of counsel, as well as the applicable law, this Memorandum sets forth the Court's findings, conclusions, and reasons for its disposition of the motion. [Rules 7052](#).

¹Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, [11 U.S.C. § 101-1532](#), all Rule references are to the [Federal Rules of Bankruptcy Procedure](#), [Rules 1001-1037](#), and all Civil Rule references are to the [Federal Rules of Civil Procedure](#), [Rules 1-93](#).

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

FILED

2024 NOV -6 P 3:05

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

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

DEMAND FOR JURY

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

I. Basis for Stay

1. Preservation of Rights During Pending Reconsideration and Appeal:

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

2. **Irreparable Harm to Defendant:**
 - Without a stay, Defendant will face immediate eviction, risking loss of property and significant financial harm before a complete legal review of the summary judgment order. The need for a stay is underscored by the unfairness of enforcing a judgment based on a misinterpretation of statutory provisions designed to protect both homeowners and purchasers. The stay imposes no meaningful additional injury to the Plaintiff's.
 3. **Balance of Equities:**
 - A stay will prevent harm to Defendant while causing minimal disruption to Plaintiffs, who have other recourses and remedies that do not require immediate possession. The equities favor preserving the status quo until a comprehensive judicial review is complete.

II. Procedural Grounds for Filing

The ability to request a stay on enforcement of an interlocutory order is provided by *Idaho Rule of Civil Procedure 62(b)*:

- ***Idaho Rule of Civil Procedure 62(b)***(Stay of Proceedings to Enforce a Judgment):
 - Provision: ***IRCP 62(b)*** allows a party to request a stay on enforcing a judgment or order pending the disposition of a motion, such as a motion for reconsideration.
 - Purpose: This stay is intended to prevent enforcement actions, such as eviction or property transfer, that could cause irreparable harm while the court reviews a potentially reversible order.
 - Application: Defendant's request for a stay under ***IRCP 62(b)*** is aimed at maintaining the status quo while the reconsideration process (and any potential appeal) is ongoing. This rule empowers the court to hold off on enforcing its order until all available relief avenues, including reconsideration and appeals, are exhausted.
 - Supporting Language for Filing:

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

III. Relief Sought

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

Dated this 6th day of November 2024.

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

Jay B.

Signature

CERTIFICATE OF MAILING

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

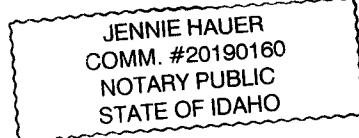
Email: lewis@hwmlawfirm.com	[<input checked="" type="checkbox"/>]	Ken Nagy
Postal: Lewis N. Stoddard, Bar No. 7766	[<input type="checkbox"/>]	Idaho Legal Aid Services, Inc.
		Email: kennagy@idaholegalaid.org
Halliday, Watkins & Mann, P.C.		[<input checked="" type="checkbox"/>]
376 East 400 South, Suite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

Jeremy L. Bass
Defendant/ Perforce Pro Se

Jay Bar

Signature

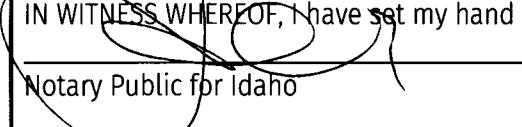
ACKNOWLEDGMENT
STATE OF IDAHO)



: SS.

County of NEZ PERCE)

On the 6th day of November, 2024, before me, the undersigned Notary Public,
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that s/he executed the same.
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.


Notary Public for Idaho

Residing at Lawiston

Commission Expires: 1/28/2025

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

FILED

2024 NOV -7 A 10:41

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants

Case No. CV35-24-1063

NOTICE OF REMOTE HEARING

DEMAND FOR JURY

PLEASE TAKE NOTICE, that on **December 10th, 2024 at 09:30 AM PDT**, or as soon thereafter as counsel may be heard, Defendant Bass will call up and present for hearing his **MOTION FOR RECONSIDERATION** via ZOOM before the Honorable Michelle M. Evans at the Nez Perce County Courthouse, Lewiston, Idaho.

Zoom ID: 919 1521 1768

Password: 12345

Dated this 7th day of November 2024.

Respectfully submitted

Jeremy L. Bass

Defendant / Perforce Pro Se

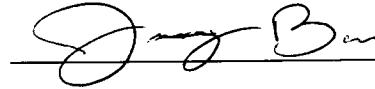
Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant/ Perforce Pro Se



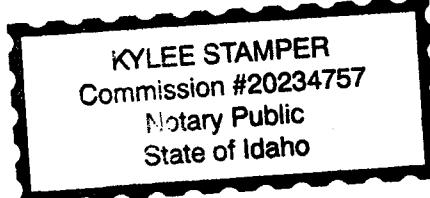
Signature

ACKNOWLEDGMENT

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

On the 7th day of November, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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


Notary Public for Idaho

Residing at Lewiston, Id

Commission Expires: 11/21/2029

FILED

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

2024 NOV 19 P 5:00

PATTY J. RIEKS
CLERK OF THE DIST. COURT
[Signature]
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY DEPUTY

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

AMENDED NOTICE OF REMOTE HEARING

DEMAND FOR JURY

9 PLEASE TAKE NOTICE, that the hearing previously set for December 10th, 2024, at 9:30 AM PDT
10 has been rescheduled by agreement of all parties. The hearing will now take place on **December**
11 **6th, 2024, at 10:00 AM PDT**, or as soon thereafter as counsel may be heard. Defendant, Jeremy
12 Bass, will present his ***Motion for Reconsideration*** via remote hearing (Zoom) before the Honorable
13 Michelle M. Evans, District Judge, at the Nez Perce County Courthouse, Lewiston, Idaho.

14 Further details, including the Zoom meeting link and instructions, are provided below and
15 can be obtained by contacting the Court Clerk.

17 **Zoom ID: 919 1521 1768**

18 **Password: 12345**

19 Dated this 19th day of November 2024.

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



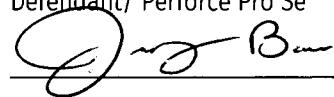
Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and/or first-class mail this **AMENDED NOTICE OF REMOTE HEARING** to Plaintiffs and Co-Defendant's counsel on November 19th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com <input checked="" type="checkbox"/>	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org <input checked="" type="checkbox"/>
Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 <input type="checkbox"/>	

Jeremy L. Bass
Defendant/ Perforce Pro Se



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
: ss.

County of NEZ PERCE)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 19th day of November, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at Deviston

Commission Expires: 1/28/25

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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Court Minutes

Judge: Evans, Michelle M

Date: 11/19/2024

Clerk: Jenny Landrus

Location: Courtroom 1

Court Reporter: Nancy Towler

Hearing Type: Status Conference

Hearing Start FTR Time: 10:15 AM

Journal Entries:

- 101540 Lewis Stoddard present by Zoom for plaintiff. Ken Nagy present in person for defendant Dwayne Pike. Court reviews case.

101720 Mr. Nagy addresses Court re: not available 12/10 for Mr. Bass' motion for reconsideration and trying to reschedule.

101734 Court addresses Mr. Nagy re: available dates were e-mailed out for that.

101750 Mr. Nagy states one of the dates was 12/6 and he is asking the other parties if they are available 12/6 and if they are not, we will have to push it out to January.

101814 Court relays counsel is working on a date for that particular motion to be heard. Before that motion for reconsideration was filed, we set this status conference today for the issues remaining on Mr. Pike. Court asks Mr. Stoddard if he wants to proceed with anything today regarding Mr. Pike or do you want to wait and see where it goes as far as the motion to reconsider with Mr. Bass?

101855 Mr. Stoddard responds that Mr. Pike isn't interested in discussing a resolution of the matter. Based on that, we should go ahead and get it set on the trial calendar at this point. Perhaps his position will change once Mr. Bass's latest filings are ruled on by the Court. His client wants to get this resolved sooner rather than later.

101945 Mr. Nagy addresses Court. His client's ability to stay on the property is contingent on that of Mr. Bass's arguments and attempts to stay on the property. Mr. Pike believes that Mr. Bass will be successful in his attempts to stay so it's difficult to have a serious talk about settlement with Mr. Pike.

102048 Court suggests that we take this issue up again following the hearing on the motion to reconsider whenever that is set.

102128 Mr. Nagy relays that Mr. Bass has a flexible schedule so it's up to counsel's schedule.

102137 Mr. Stoddard indicates 12/6 for the motion for reconsideration is fine with him.

102217 Court states maybe we should plan on 12/6 at 10:00 a.m.

102235 Mr. Nagy will just double check that date with Mr. Bass when he gets back to the office and he'll have Mr. Bass do an amended notice of hearing.

102256 Court is available on 12/6 from 9:00-11:00 a.m.

102343 Mr. Nagy states he will work that out with Mr. Bass and Mr. Stoddard.

102346 Court - we'll take that up on 12/6, and also take up a status conference on this matter.

102403 Mr. Stoddard states that works for him.

102406 Court- we need to know the outcome of the motion to reconsider to determine if we are going forward with just Mr. Pike or with both defendants.

102437 Recess

Hearing End FTR Time: 10:25 AM

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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Notice of Remote Hearing

NOTICE IS GIVEN That the above-entitled case is set for:

<u>Hearing Type</u>	<u>Date</u>	<u>Time</u>	<u>Judge</u>
Status Conference (Pike)	12/06/2024	10:00 AM (Pacific)	Michelle M Evans
---Zoom			

The Status Conference for Mr. Pike will take place on same date and time as the Motion for Reconsideration for Mr. Bass. It will take place remotely through TELEPHONE OR VIDEO CONFERENCE.

How to attend:

Online:
<https://zoom.us/join>
Meeting ID: 919 1521 1768
Password: 12345

By Telephone:
Toll free: (877) 853-5257 or (888) 475-4499
Meeting ID: 919 1521 1768
Password: 12345

If you are unable to access this remote hearing, then you must contact the Nez Perce County Courthouse at (208) 799-3040 immediately. You may also call this number if you require accommodations.

For a list of best practices and technical information about remote hearings, please go to <https://isc.idaho.gov/isc-zoom>.

It is the policy of the Idaho Supreme Court that court proceedings are presumed to be open to the public in the absence of a court rule providing or a court ordering otherwise. Thus, this proceeding may be live streamed to the public.

Patty Weeks
Clerk of the Court

Dated: 11/25/2024

By: Jenny Landrus
Deputy Clerk

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Lewis N. Stoddard lewis@hwmlawfirm.com [X] By E-mail

Ken E. Nagy kennagy@idaholegalaid.org [X] By E-mail

Patty Weeks
Clerk of the Court

Dated: 11/25/2024

By: Jenny Landrus
Deputy Clerk

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align:center">Plaintiffs,</p> <p style="text-align:center">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align:center">Defendants.</p>	<p style="text-align:center">PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION</p> <p>Case No.: CV35-24-1063</p>
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COMES NOW, Plaintiffs by and through his counsel of record, Lewis N. Stoddard, and hereby submits their Response Memorandum in Opposition to Defendant's Motion for Reconsideration. As is set forth below, Defendant's Motion is without proper legal or factual support and should be denied.

I. INTRODUCTION

The undisputed facts of this case reflect that on February 29, 2024, Plaintiffs attended a Trustee's Sale of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 ("Property"), which took place on the front steps of the Nez Perce County Courthouse, wherein they were the successful purchaser of the Property paying \$165,346.71. A Trustee's Deed was

issued in favor of Plaintiffs which was recorded on March 2, 2024 and which pursuant to Idaho Code § 45-1508 terminated all interest of Defendant Jeremy Bass in the Property. Yet over 8 months later Defendant Jeremy Bass refuses to relinquish possession based upon a number of conclusory and speculative theories for which Mr. Bass presents no evidence. Ultimately, the Court granted summary judgment in favor of Plaintiffs and as against Defendant Bass noting that nothing in the record supported his various assertions.

Mr. Bass now seeks reconsideration of the Court's November 5, 2024 summary judgment ruling, but again, beyond setting forth conclusory assertions and a regurgitation of Idaho Case law pertaining to Trustee's Sales, Mr. Bass fails to present any evidence to support his speculative theories, or new facts or theories that bear on the correctness of the Court's Order. Specifically, while Mr. Bass continues to argue that the Trustee's Sale was improper because there was no default, there was collusion, or there was a violation of the statutory requirements for such a sale, he fails to present any evidence or new facts to support any of his arguments and the record is otherwise devoid of any evidence to support his positions. Accordingly, the request for reconsideration must be denied.

II. STANDARD OF REVIEW

“When considering a motion to reconsider under I.R.C.P. 11(a)(2) the district court should take into account any new facts or information presented by the moving party that bear on the correctness of the district court’s order.” *Coeur d’Alene Mining Co., v. First Nat'l Bank of N. Idaho*, 118 Idaho 812, 823, 800 P.2d 1026, 1037 (1990); *see also Agrisource, Inc., v. Johnson*, 332 P.3d 815, 156 Idaho 903 (2014). Reconsideration in the trial court “usually involves new or additional facts, and a more comprehensive presentation of both law and fact.” *Id.* Indeed the chief virtue of a reconsideration is to obtain a full and complete presentation of all available facts. *Id.*

“The burden is on the moving party to bring the trial court’s attention to the new facts...” the trial court is not required to “search the record to determine if there is any new information that might change the specification of facts deemed to be established.” *Id.*

In submitting a motion for reconsideration pursuant to Rule 11(a)(2)(B) of the Idaho Rules of Civil Procedure, the moving party has the burden of bringing to the Court’s attention through affidavit, depositions or admissions, new facts bearing on the correctness of an interlocutory order. *Devil Creek Ranch, Inc. v. Cedar Mesa Reservoir & Canal Co.*, 126 Idaho 202, 205, 879 P.2d 1135, 1138 (1994); *Coeur d’Alene Mining Co.*, 118 Idaho at 824, 800 P.2d at 1038 (“The burden is on the moving party to bring the trial court’s attention to the new facts.”). *Accord, Johnson v. N. Idaho Coll.*, 153 Idaho 58, 62, 278 P.3d 928, 932 (2012) (“A motion for reconsideration is a motion which allows the court—when new law is applied to previously presented facts, when new facts are applied to previously presented law, or any combination thereof—to reconsider the correctness of an interlocutory order.”). Even where a moving party does not present any new facts, it must still demonstrate “errors of law or fact in the initial decision.” *Johnson v. Lambros*, 143 Idaho 468, 147 P.3d 100 (Ct. App. 2006).

III. ARGUMENT

Mr. Bass seeks to have this court reconsider its ruling granting summary judgment in favor of Plaintiffs and has submitted two separate briefs both in the form of his motion and a separate memorandum which do nothing more than present the same three conclusory, speculative, and factually unsupported grounds that the Court already previously considered and rejected. Mr. Bass otherwise presents no new facts or information that bears on the correctness of the Court’s decision. Stated differently, Mr. Bass has not met his burden to support reconsideration, where his motion merely expresses his disagreement with the Court’s ruling. Accordingly, the motion

should be denied.

First, Mr. Bass asserts there was no valid default, but he presents no evidence to support such contention or to contradict the recorded Notice of Default in the land records of Nez Perce County, Idaho on August 17, 2022 as Instrument No. 902262. In fact, Defendant has, on more than one occasion, taken completely opposite positions from arguing that he never took the subject loan or that it was forged, which he attempted to litigate unsuccessfully in a separate lawsuit before the Honorable Mark T. Monson in CV35-22-1875, to arguing some sort of agreement to allow him to pay off the loan which he contends somehow eliminated his default. Regardless of the position, completely lacking from Defendant's submissions to the Court, both in opposition to the motion for summary judgement or in support of his motion for reconsideration, is any evidence to support his conclusory assertion of no valid default or any purported verbal agreement, which, even if construed as true, would not be enforceable under Idaho's Statue of Frauds. *See I.C. 9-505(1).* Stated differently, Mr. Bass presents zero evidence, by way of proof of payment or otherwise, that he timely made all payments due and owing under the Note and Deed of Trust, such that he was not in default of his loan obligations at the time of the trustee's sale.¹ Rather, the undisputed record before the Court was that Mr. Bass was in default for the monthly payment due on January 1, 2020 and each month thereafter which existed at the time of the Trustee's Sale. *See Declaration of Counsel in Support of Plaintiff's Motion for Summary Judgment, Ex. B.*

Second, Mr. Bass continues to assert that there was collusion, but again fails to provide any evidence to support such claim. In fact, beyond his own self-serving speculation, all of the evidence before the Court illustrates a proper Trustee's sale was held which was properly noticed,

¹ It is also worth noting that while Mr. Bass has espoused numerous issues with his prior lender and Trustee, he's done nothing to pursue those claims against them, including any claim that the underlying foreclosure was wrongful.

properly advertised, held in a public forum (front steps of the Nez Perce County Courthouse), and open to anyone who wished to attend including the Defendant who attended. Mr. Bass presents no authority which makes it illegal for a Trustee conducting a sale to disclose the opening credit bid to interested parties, nor any legal support making it impermissible for an interested purchaser to attend a Trustee's sale with pre-printed cashier's checks in varying amounts to facilitate its purchase of a Property. In fact, Idaho law requires the same where a successful purchaser must pay the price bid forthwith. *See I.C. § 45-1506(9)*. In fact, contrary to Defendant's contention that *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649 (2022) is inapplicable to this case because the checks that Breckenridge brought to the sale "did not specify exact bid amounts, as they were to be filled in if Breckenridge won the bid," the facts of *Breckenridge* clearly note that Breckenridge had given its representative "**cashier's checks in various amounts** made payable to an affiliated entity which Breckenridge planned to simply endorse over and deliver to the Trustee as payment if they were the successful purchaser. (emphasis added). With the foregoing in mind, Defendant's continued assertions of collusion are without support and where mere speculation or a scintilla of evidence is insufficient to create a genuine issue of material fact, summary judgment was proper granted in favor of Plaintiff and Defendant's request for reconsideration is baseless.

Third, Defendant asserts that there was a failure to comply with the statutory requirements for non-judicial foreclosure. Again, beyond merely asserting a failure to comply, Defendant provides no specificity with respect to what he alleges was statutorily required but not followed. Ultimately, this omission is intentional because the facts of this case reflect that the statutory process for non-judicial foreclosure was complied with and the presumptions afforded under Idaho law make it unnecessary for the Court to comb the records to try to ferret out the basis of

Defendant's arguments.

For starters, Idaho law provides that the Trustee's Deed itself is *prima facie* evidence of the truth of the recitals and the affidavits identified therein and with respect to a purchaser in good faith for value the recitals and affidavits are conclusive. I.C. § 45-1510. While Defendant focuses on Plaintiffs' status as bona fide purchasers because he contends they knew or were on notice of his allegations against his prior lender and Trustee, Idaho law provides that "status as a bona fide purchaser in good faith, at least in the context of a non-judicial foreclosure sale, is generally not available where a purchaser is on inquiry notice of a **potential defect of statutory notice provisions.**" *See Federal Home Loan Mortg. Corp. v. Appel*, 143 Idaho at 47. Numerous Idaho Cases including *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649 (2022) have noted that "the sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale." Similar to the failure of Breckenridge to identify defects in the notice of sale and the Idaho Supreme Court's reiteration that Idaho Code § 45-1508 promotes finality, where Defendant Bass has failed to argue or presented the court with any evidence to support a defect in the statutory notices given in the underlying non-judicial foreclosure, the sale is final and the record establishes that Plaintiffs are bona fide purchasers in good faith rendering the recitals and affidavits identified in the Trustee's Deed conclusive in their favor.

Moreover, even if there were a statutory notice defect as generally alleged by Bass, Idaho law provides that such defect does not affect "the validity of the sale as to persons so notified nor as to any such persons having **actual notice of the sale.**" *See* I.C. 45-1508 (emphasis added). Here, the record contains video proof, submitted by Defendant himself, establishing that he had actual notice of the underlying sale, which he personally attended in order to protest. *See* Affidavit

of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for Summary Judgment, filed on October 15, 2024, ¶4(c). Accordingly, Defendant's attempt to challenge the validity of the Trustee's Deed given to Plaintiffs based upon assertions of notice defects fails as a matter of law where the undisputed facts of the case demonstrate that he had actual knowledge of the sale, and attended the same.

Lastly, Defendant's Motion takes issue with the Court's decision not to consider his multiple sur replies. Beyond merely disagreeing with the Court's decision, Defendant points to no authority which gives him the right to file anything more than an answering brief in opposition to Summary Judgment, nor can he where I.R.C.P. 56 is very clear that only an answering brief is allowed. Nevertheless, even if the court were to consider Defendant's various pleadings at this juncture, they still do not warrant reconsideration.

For instance, Defendant's Response to Plaintiff's Allegations in Section C sought to raise entirely new arguments not previously raised in any of Defendant's prior briefing including new claims of purported violations of federal law, and lack of jurisdiction which have never been pled by Defendant. Idaho law is clear that “[t]he only issues considered on summary judgment are those raised by the pleadings,” and that if a party facing a motion for summary judgment decides it has alleged the wrong claim for relief or wants to raise another claim, it must amend *Mickelsen Constr., Inc. v. Horrocks*, 299 P.3d 203, ___ Idaho ___, (2013); citing to *Nelson v. Big Lost River Irrigation Dist.*, 148 Idaho 157, 160 (2009); see also *Vanvooren v. Astin*, 141 Idaho 440, 443 (2005); *Gardner v. Evans*, 110 Idaho 925, 939, 719 P.2d 1185, 1199 (1986)(declining to address a new claim for defamation as it had not been raised in the pleadings and thus there was a failure

to give adequate notice of the claim.)² Under I.R.C.P. 8(c), any matter “constituting avoidance or affirmative defense” must be set forth affirmatively. Furthermore, Idaho law provides that “a nonmoving defendant has the burden of supporting a claimed affirmative defense on a motion for summary judgment.” *Chandler v. Hayden*, 147 Idaho 765, 771, 215 P.3d 485, 491 (2009). Therefore, summary judgment is appropriate when the nonmoving party fails to establish the existence of an element essential to that party’s case on which that party will bear the burden of proof at trial. *Badel v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing *Celotex v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548 (1986)).

In Defendant’s Response to Plaintiff’s Allegations in Section D, Defendant sought to argue for the first time that he was not given proper notice to vacate under Idaho law relying upon Idaho Code § 55-208; however, Defendant’s argument is misplaced. For starters, there is no notice requirement as it pertains to an action for ejectment. Rather, Defendant was given a 3 day notice to vacate as a courtesy, but otherwise one is not required. Second, Defendant’s reliance upon Idaho Code § 55-208 is misplaced as the notice requirements set forth therein only pertain to “a tenancy or other estate **at will**,” which Defendant’s tenancy is not. (emphasis added). Rather, Idaho Code § 45-1506(11) unambiguously notes that “the purchaser at the trustee’s sale shall be entitled to possession of the property on the tenth day following the sale, and any person remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be **tenants at sufferance**.” (emphasis added.) Accordingly, Defendant’s argument contesting

² Federal jurisprudence is in accord. See *Rodriguez v. Countrywide Homes*, 668 F. Supp. 2d 1239, *1245, 2009 U.S. Dist. LEXIS 105433, **14 (E.D. Cal. 2013)(noting that a plaintiff cannot oppose summary judgment based upon a new theory of liability because it would essentially blind side the defendant); citing to *Coleman v. Quaker Oats Co.*, 232 F.3d 1271, 1292-1293 (9th Cir. 2000)(where plaintiff did not include legal theory in complaint and did not identify the theory at any time prior to summary judgment, she could not rely on the theory for the first time in summary judgment.)

proper notice under Idaho Code § 55-208 fails.

In Defendant's Response to Plaintiff's Allegations in Section E, Defendant attempts to justify his reliance and citation to fictitious cases which Defendant appears to have simply made up in order to give the appearance of validity to his baseless arguments. Defendant admits his various citations do not exist and asserts that their inclusion was a mere mistake, but conspicuously fails to provide the correct citations to the authority upon which he was relying. Accordingly, Defendant's additional brief has no bearing on the correctness of the Court's ruling granting summary judgment.

IV. CONCLUSION

For the foregoing reasons, Defendant's Motion for reconsideration should be denied. Defendant fails to present the Court with any new or additional facts, or a more comprehensive presentation of both law and fact which bears on the correctness of the Court's ruling granting summary judgment in favor of Plaintiffs.

DATED This November 27, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this November 27, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>DECLARATION OF ATTORNEY FEES AND COSTS</p> <p>Case No.: CV35-24-1063</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------

STATE OF IDAHO)
: ss.
County of Ada)

LEWIS N. STODDARD, being first duly sworn, on oath deposes and says:

- 1.) That I am one of the attorneys of record for plaintiff.
- 2.) I have been actively engaged in the practice of law in Idaho since 2007.
- 3.) The hourly rate for legal services provided to Plaintiffs in this matter is \$300 per hour, which is a reasonable rate compared to hourly rates of other attorneys in this area with similar experience of my own. By way of further explanation, I have spent the past decade specializing in the representation of creditors in secured transaction litigation including judicial foreclosures and

post-foreclosure actions for ejectment and possession. I am licensed to practice in Alaska, Idaho, Washington (Inactive), Wyoming, Montana, and Tennessee. I am admitted to the federal courts and bankruptcy courts of Alaska, Idaho, and Montana and before the 9th Circuit Court of Appeals and routinely appear on state court matters and federal bankruptcy court matters in Alaska, Idaho and Montana.

4.) Attached hereto as Exhibit A are true and correct copies of the billings for legal services provided to Plaintiffs in this matter necessary to secure Judgment in Plaintiff's favor as against Defendant Jeremy Bass. The basis for attorney fees is Idaho Code §§ 6-316, 12-121, and I.R.C.P. 54(e)(1) and (2). While a second Defendant, Dwayne Pike has also opposed this matter, billing entries for work performed in relation to Mr. Pike have been omitted and redacted from the attached billings.

5.) A Summary of those costs and attorney fees incurred by Plaintiffs thus far, with the exception of time spent on preparing an opposition to Defendant Bass' Motion for Stay, preparation of the present Affidavit as well as time to be spent at the hearing on Bass' present motions set for December 6, 2024 and review of any Reply Memorandums and preparation for the hearing are as follows:

ATTORNEY'S FEES:

Attorney:	Rate:	Hours:	TOTAL FEES:
Lewis N. Stoddard	\$300.00	24.1	\$7,230.00

COSTS:

Complaint Filing Fee:	\$233.91
Service of Process on Defendant Bass:	\$45.00
Additional Filing Costs:	\$18.00

In addition to the foregoing, and not included in the billings are 3 hours to respond to Defendant

Bass' request for stay, 2 hours to prepare this Affidavit, and counsel would anticipate .5 hours to review reply materials submitted by Mr. Bass, and 1.5 hours to prepare for and participate in the hearings set for December 6, 2024 resulting in an additional 7 hours not reflected in the attached billings. This would bring the total fees to \$9,330.00

6.) To the best of my knowledge and belief, the costs and fees claimed are correct and are in compliance with I.R.C.P. 54(d)(5).

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This November 27, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this November 27, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

Invoice Date

11/24/2024

Invoice Number

710867

HWM

HALLIDAY
WATKINS
& MANN

HALLIDAY, WATKINS & MANN, P.C.
ATTORNEYS AT LAW
8851 SOUTH SANDY PARKWAY, SUITE 200
SANDY, UT 84070
801-355-2886

DPW Enterprises, LLC
10028 S. Morgan Grove Way
Sandy, UT 84092

RE: DPW Enterprises, LLC, N/A
vs. Jeremy L. Bass, Current occupant and Dwayne Pike

Property Address: 1515 21st Ave., Lewiston, ID 83501
OURFILE: ID21698

BILLING SUMMARY:

HOURLY FEES					
DATE	HOURLY DESCRIPTION	RECOVERABLE	RATE	HOURS	AMOUNT
11/05/2024	review and analyze order re: summary judgment and correspond with client re: same (.4); (Stoddard, Lewis)	No	\$300.00		
11/07/2024	BASS- begin preparing 54(b) Judgment re: Bass. - Non-Recoverable BASS- begin preparing 54(b) Judgment re: Bass. (Stoddard, Lewis)	No	\$300.00	0.40	\$120.00
11/07/2024	Review and analyze Defendant Bass Motion to Reconsider, Memorandum in Support and Motion for Stay - Non-Recoverable Review and analyze Defendant Bass Motion to Reconsider, Memorandum in Support and Motion for Stay (Stoddard, Lewis)	No	\$300.00	1.30	\$390.00
11/19/2024					

11/22/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Prepare opposition memorandum to Defendant Bass Motion for Reconsideration. (Stoddard, Lewis)	No	\$300.00	2.90	\$870.00
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TOTALS	
DESCRIPTION	AMOUNT
Total Hourly Fees on this invoice	\$1,710.00
Total Amount Due	\$1,710.00

Thank you for the opportunity to be of service.

Invoice Date

10/25/2024

Invoice Number

707282



HALLIDAY
WATKINS
& MANN

HALLIDAY, WATKINS & MANN, P.C.
ATTORNEYS AT LAW
8851 SOUTH SANDY PARKWAY, SUITE 200
SANDY, UT 84070
801-355-2886

DPW Enterprises, LLC
10028 S. Morgan Grove Way
Sandy, UT 84092

RE: DPW Enterprises, LLC, N/A
vs. Jeremy L. Bass, Current occupant and Dwayne Pike

Property Address: 1515 21st Ave., Lewiston, ID 83501
OURFILE: ID21698

BILLING SUMMARY:

COSTS			
DATE	COST DESCRIPTION	RECOVERABLE	AMOUNT
10/01/2024	Filing Cost ID - Eviction Complaint Non-Recoverable	No	\$6.00

HOURLY FEES

DATE	HOURLY DESCRIPTION	RECOVERABLE	RATE	HOURS	AMOUNT
10/01/2024	Review and prepare non-opposition to Bass Motion to amend to add verification (.3) (Stoddard, Lewis)	No	\$300.00		
10/02/2024					
10/08/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable; Prepare for and participate in hearing on Jeremy Bass Motion to Dismiss. (Stoddard, Lewis)	No	\$300.00	1.30	\$390.00
10/10/2024					

10/16/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable; correspond with Defendant Bass re: non-service of MSJ response (.3); review and analyze MSJ opposition and supporting affidavit by Bass (.9). (Stoddard, Lewis)	No	\$300.00	1.20	\$360.00
10/16/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable; prepare Reply Memo in Support of Motion for Summary Judgment re: Bass. (Stoddard, Lewis)	No	\$300.00	2.80	\$840.00
10/22/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable; prepare for and participate in hearing on Plaintiff's Motion for Summary Judgment. (Stoddard, Lewis)	No	\$300.00	1.40	\$420.00
10/22/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable; review and analyze three separate Sur Reply briefs filed by Defendant Bass. (Stoddard, Lewis)	No	\$300.00	0.70	\$210.00

TOTALS

DESCRIPTION	AMOUNT
Total Costs on this invoice	\$6.00
Total Hourly Fees on this invoice	
Total Amount Due	

Thank you for the opportunity to be of service.

Invoice Date

09/18/2024

Invoice Number

702731

HWM

HALLIDAY
WATKINS
& MANN

HALLIDAY, WATKINS & MANN, P.C.
ATTORNEYS AT LAW
8851 SOUTH SANDY PARKWAY, SUITE 200
SANDY, UT 84070
801-355-2886

DPW Enterprises, LLC
10028 S. Morgan Grove Way
Sandy, UT 84092

RE: DPW Enterprises, LLC, N/A
vs. Jeremy L. Bass, Current occupant and Dwayne Pike

Property Address: 1515 21st Ave., Lewiston, ID 83501
OURFILE: ID21698

BILLING SUMMARY:

COSTS			
DATE	COST DESCRIPTION	RECOVERABLE	AMOUNT
09/16/2024	Filing Cost ID - Eviction Motion for Summary Judgment Non-Recoverable	No	\$6.00
09/17/2024	Mailings - Other Eviction Mailings Non-Recoverable	No	\$3.15

HOURLY FEES

DATE	HOURLY DESCRIPTION	RECOVERABLE	RATE	HOURS	AMOUNT
09/10/2024					
09/11/2024					
09/12/2024					

09/12/2024						
09/16/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable - Correspond with clients re: execution of Declarations and further prepare Motion for Summary Judgment and Memorandum in support for filing (Stoddard, Lewis)	No	\$300.00	0.70		\$210.00
09/17/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable - Prepare for and participate in Status Conference hearing (Stoddard, Lewis)	No	\$300.00	0.90		\$270.00

TOTALS

DESCRIPTION	AMOUNT
Total Costs on this invoice	\$9.15
Total Hourly Fees on this invoice	\$1,710.00
Total Amount Due	\$1,719.15

Thank you for the opportunity to be of service.

Invoice Date

09/09/2024

Invoice Number

701647

HWM

HALLIDAY
WATKINS
& MANN

HALLIDAY, WATKINS & MANN, P.C.
ATTORNEYS AT LAW
376 EAST 400 SOUTH, SUITE 300
SALT LAKE CITY, UTAH 84111
801-355-2886

DPW Enterprises, LLC
10028 S. Morgan Grove Way
Sandy, UT 84092

RE: DPW Enterprises, LLC, N/A
vs. Jeremy L. Bass, Current occupant and Dwayne Pike

Property Address: 1515 21st Ave., Lewiston, ID 83501
OURFILE: ID21698

BILLING SUMMARY:

HOURLY FEES

DATE	HOURLY DESCRIPTION	RECOVERABLE	RATE	HOURS	AMOUNT
08/14/2024					
08/15/2024					
08/15/2024					
08/19/2024					
08/22/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Review Answer, motion to dismiss and Memorandum filed by former owner and prepare email to client. (Stoddard, Lewis)	No	\$300.00	1.50	\$450.00

08/23/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Call with client re: litigation strategy re: former owner and negotiations with tenant. (Stoddard, Lewis)	No	\$300.00	0.20	\$60.00
08/27/2024					
08/27/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Prepare Motion for Summary Judgment against Jeremy Bass and Notice of Hearing (.3); prepare memorandum in support of motion for summary judgment against Jeremy Bass and opposition to motion to dismiss (3.7). (Stoddard, Lewis)	No	\$300.00	4.00	\$1,200.00
09/09/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Bass MSJ- Obtain hearing date and further prepare notice of hearing (.2); prepare Affidavit of Counsel in support of MSJ (.7) (Stoddard, Lewis)	No	\$300.00	0.90	\$270.00

TOTALS

DESCRIPTION

Total Hourly Fees on this invoice

Total Amount Due

Thank you for the opportunity to be of service.

Invoice Date

08/07/2024

Invoice Number

697931

HWM

HALLIDAY
WATKINS
& MANN

HALLIDAY, WATKINS & MANN, P.C.
ATTORNEYS AT LAW
376 EAST 400 SOUTH, SUITE 300
SALT LAKE CITY, UTAH 84111
801-355-2886

DPW Enterprises, LLC
10028 S. Morgan Grove Way
Sandy, UT 84092

RE: DPW Enterprises, LLC, N/A
vs. Jeremy L. Bass, Current occupant and Dwayne Pike

Property Address: 1515 21st Ave., Lewiston, ID 83501
OURFILE: ID21698

BILLING SUMMARY:

COSTS			
DATE	COST DESCRIPTION	RECOVERABLE	AMOUNT
07/08/2024	Filing Cost ID - Eviction Complaint Non-Recoverable	No	\$233.91
08/02/2024	Service ID - Eviction Summons and Complaint Non-Recoverable	No	\$45.00
08/02/2024	Service ID - Eviction Summons and Complaint Non-Recoverable	No	\$125.00
08/02/2024	Service ID - Eviction Summons and Complaint Non-Recoverable	No	\$45.00
08/05/2024	Filing Cost ID - Eviction Affidavit of Services Recoverable	No	\$6.00

HOURLY FEES

DATE	HOURLY DESCRIPTION	RECOVERABLE	RATE	HOURS	AMOUNT
07/08/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Prepare Complaint for Ejectment to address 90 day PTFA extension (.1); prepare summons for Defendants (.2); Prepare Non-Military Affidavit and run military checks (.5) (Stoddard, Lewis)	No	\$300.00	2.90	\$870.00
07/16/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Prepare update to client on status of ejectment action. (Stoddard, Lewis)	No	\$300.00	0.10	\$30.00
08/05/2024	Attorney Fee ID - Eviction Hourly Non-Recoverable Review status of service and service returns. (Stoddard, Lewis)	No	\$300.00	0.20	\$60.00

TOTALS

DESCRIPTION	AMOUNT
Total Costs on this invoice	
Total Hourly Fees on this invoice	
Total Amount Due	

Thank you for the opportunity to be of service.

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p>Defendants.</p>	<p>DECLARATION OF COUNSEL IN SUPPORT OF PLAINTIFFS' OPPOSITION TO REQUEST FOR STAY</p> <p>Case No.: CV35-24-1063</p>
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STATE OF IDAHO)
: ss.
County of Ada)

LEWIS N. STODDARD, being first duly sworn, on oath deposes and says:

- 1.) I am one of the attorneys of record for plaintiff.
- 2.) Attached hereto as Exhibit A is a true and correct copy of an Order RE: Motions issued by the Idaho Supreme Court in Docket No. 46509-2018/Madison County District Court Case No.: CV-2015-74.
- 3.) Attached hereto as Exhibit B is a true and correct copy of an Order Dismissing Stay on Appeal issued by the Honorable Judge Michael McLaughlin in Ada County Case No. CVOC

11-13288.

4.) Attached hereto as Exhibit C is a true and correct copy of a Decision and Order Granting Stay Pending Appeal Upon Posting of Security issued by the Honorable Judge Patrick Owen in Boise County Case No. CV-2012-0000072.

5.) Attached hereto as Exhibit D is a true and correct copy of a printout from the Nez Perce County Assessor's Office of the value of the subject property, obtained from www.gis.co.nezperce.id.us/npcmap/.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to the law of the state of Idaho that the foregoing is true and correct.

DATED This November 27, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this November 27, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

EXHIBIT “A”

IN THE SUPREME COURT OF THE STATE OF IDAHO

BENEFICIAL FINANCIAL I, INC.,

Plaintiff-Respondent,

v.

MARILYNN T. THOMASON,

Defendant-Appellant,

and

The Unknown Heirs, Assigns and Devisees of BYRON T, MADISON COUNTY, IDAHO; JOHN BAGLEY, TERRENCE BAGLEY, BEARD ST. CLAIR GAFFNEY PA, GREG V. THOMASON, DIANA THOMASON, W. BRENT EAMES, LIBERTY PARK IRRIGATION COMPANY, RIGBY, ANDRUS & RIGBY CHARTERED, SECURITY FINANCIAL FUND, LLC, MERRILL & MERRILL CHARTERED, ABUNDANT LAND HOLDINGS, LLC, THOMAS C. LUTHY, LAURA B. LUTHY, FORSBERG LAW OFFICES, CHTD, R. SAM HOPKINS, and DOES 1 through 20,

Defendants.

Order Re: Motions

Docket No. 46509-2018

Madison County District Court
CV-2015-74

1. THOMASON'S MOTION FOR DISQUALIFICATION, I.R.C.P. RULE 40(d), THOMASON'S MOTION FOR STAY I.A.R. 13 with THOMASON'S BRIEF & EXHIBITS FOR: MOTION FOR STAY I.A.R 13, and THOMASON'S NOTICE OF HEARING: MOTION FOR STAY I.A.R. 13 were filed by Appellant Marilynn Thomason on July 29, 2019.
2. An OPPOSITION TO APPELLANT'S MOTION TO DISQUALIFY, an OPPOSITION TO APPELLANT'S REQUEST FOR STAY, and an AFFIDAVIT OF COUNSEL IN SUPPORT OF RESPONDENT'S OPPOSITION TO APPELLANT'S REQUEST FOR STAY with attachments, were filed by counsel for Respondents on August 6, 2019.

The Court is fully advised; therefore, good cause appearing,

IT IS HEREBY ORDERED that THOMASON'S MOTION FOR DISQUALIFICATION be, and is hereby, DENIED. Justice Moeller has recused himself from this appeal, and Appellant has failed to state adequate grounds to support disqualification as to the remainder of the request.

IT IS FURTHER ORDERED that THOMASON'S MOTION FOR STAY be, and is hereby, DENIED, unless Appellant posts a bond in at least the amount of \$176,190.81.

Dated August 26, 2019.

By Order of the Supreme Court

A handwritten signature in black ink, appearing to read "Karel A. Lehrman".

Karel A. Lehrman
Clerk of the Courts

cc: Marilynn T. Thomason, pro se Appellant
Counsel of Record

EXHIBIT “B”

AM 10:49 10:49 A.M.

OCT 13 2013

OCT 17 2013

CHRISTOPHER A. RICH, Clerk
SHERIFF'S OFFICE
DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

FEDERAL HOME LOAN MORTGAGE
CORPORATION,

Plaintiff-Respondent,

vs.

MARGARET A. BUTCHER; DENNIS D.
BUTCHER; and John Does 1 – 10, whose
true identity is unknown, as Occupants of
the Premises located at 10512 W. Achillea
Street, Star, Idaho, 83669,

Defendant-Appellants.

Case No. CVOC 11-13288

ORDER DISMISSING STAY ON
APPEAL

The court, upon review of the pleadings, will deny the Appellants' Motion for Stay
Pending Appeal.

The court is satisfied from the record that there is little, if any, likelihood of
prevailing on appeal.

As noted in Judge Sticklen's decision, "Defendant failed to comply with the Idaho
Rules of Appellate Procedure. Her failure to identify issues on appeal and to direct the
court's attention to error in the underlying decision was fatal to her appeal. Defendant
should not be allowed to cure these deficiencies by simply filing another appeal, more
than eighteen months after the initial magistrate decision."

1 Furthermore, in denying the appeal, Judge Sticklen noted that "there is no
2 genuine issue of material fact that Ms. Butcher was in default on her mortgage
3 obligations, that she received proper notice of the non-judicial foreclosure sale, and that
4 the sale was properly conducted." (Memorandum decision of Judge Sticklen filed May
5 23rd, 2013). As noted in the amended notice of appeal, Defendant fails to contest these
6 findings.

7 IT IS SO ORDERED.

8 DATED this _____ day of October 2013.



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10 MICHAEL McLAUGHLIN
11 DISTRICT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 17th day of October 2013 I mailed (served) a true
and correct copy of the within instrument to:

Wesley W. Hoyt
ATTORNEY AT LAW
165 Deerfield Dr
Clearwater, ID 83552

Derrick J. O'Neill
ROUTH CRABTREE OLSEN, PS
300 Main St, Ste 150
Boise, ID 83702

CHRISTOPHER D. RICH
Clerk of the District Court

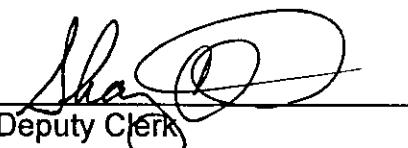
By: 
Deputy Clerk

EXHIBIT “C”

JUN 20 2014

Filed JUN 19 2014 No.

MARY PRISCO, Clerk

By *Inga Johnson*

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

BANK OF AMERICA, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP,

Plaintiff,

Case No. CV-2012-0000072

vs.

DECISION AND ORDER GRANTING STAY PENDING APPEAL UPON POSTING OF SECURITY

MICHELLE F. MIMS, (deceased); Unknown Heirs, Assigns and Devisees of MICHELLE F. MIMS; GARY D. PETERSON; JAMES ROLAND RODES AND SHIRLEY LOIS RODES, husband and wife; PENSCO TRUST COMPANY, CUSTODIAN FBO TEENA R. LAWTON IRA, STATE OF IDAHO RECOVERY, DAVID A. LAWTON; THOMAS K. MOORE, JR. and Does 1-10 as individuals with an interest in the property legally described as:

The South half (S1/2) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and North half (N1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), of Section 16, Township 9, Range 4 East, Boise, Meridian, Boise County, Idaho.

Excepting therefrom the following described parcel:

The East 30 feet of the South one half of

DECISION AND ORDER GRANTING STAY PENDING APPEAL UPON POSTING OF SECURITY– PAGE 1

1 the Northeast Quarter of the Northeast
2 Quarter in Section 16, Township 9 North,
3 Range 4 East, Boise Meridian

4 Which may commonly be known as: 126
5 West Castle Creek Road, Garden Valley,
6 Idaho 83622

7 Defendants.

8 Defendant Gary D. Peterson ("Peterson) has made application for a stay pending appeal.
9 The application is opposed by Plaintiff Bank of America, N.A. The Court conducted a hearing
10 into this matter on June 17, 2014 . Plaintiff was represented by its counsel, Lewis N. Stoddard,
11 RCO Legal, PC., who was present by telephone. Peterson was present by telephone. The
12 proceeding was on the record.

13 As an exercise of discretion, and pursuant to I.A.R. 13(b)(14), the Court will grant a stay
14 pending appeal upon posting of sufficient security. Based upon the reasoning of the court in *Metz*
15 v. *United States*, 130 F.R.D. 458 (D. Kan. 1990), the Court will require posting of security based
16 upon the approximate rental value of the property. The Court will take 10% of the property's
17 assessed value and multiply that amount by two years. Exhibit C to the June 5, 2014 affidavit of
18 Lewis N. Stoddard shows that the 2012 assessed value was in the amount \$182,355.

19 Accordingly, the Court will grant of stay pending appeal upon the posting of security in
20 the amount of \$36,471.00. Upon posting of security in this amount, the Court will grant a stay
21 of the enforcement of the April 10, 2014 Order for Sale of Foreclosure, and the April 10, 2014
22 Judgment and Decree of Foreclosure. Security shall be posted with the Clerk of the Fourth
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District Court for the County of Boise.

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2 IT IS SO ORDERED.
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4 Dated this 19 day of June, 2014.
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Patrick H. Owen
District Judge

**DECISION AND ORDER GRANTING STAY PENDING APPEAL UPON POSTING OF
SECURITY- PAGE 3**

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26 CERTIFICATE OF MAILING

I hereby certify that on the 19 day of June, 2014, I mailed (served) a true and correct copy of the within instrument to:

LEWIS N. STODDARD
RCO LEGAL, PC
300 MAIN ST, STE 150
BOISE, ID 83702

GARY D. PETERSON
126 WEST CASTLE CREEK ROAD
GARDEN VALLEY, ID 83622

IAN W. GEE
ATTORNEY AT LAW
805 S. MIDDLE FORK ROAD
GARDEN VALLEY, ID 83622

MARY PRISCO
Clerk of the District Court

By _____

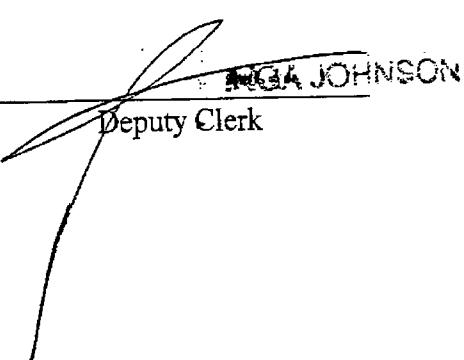

Deputy Clerk

EXHIBIT “D”

Nez Perce County, Idaho

Assessor & Treasurer Map About Help Contact

Introduction**Assessor & Treasurer**

Welcome to the Nez Perce County Property Information web mapping application. This page gives an overview of Nez Perce County property appraisal information. The application does not display all aspects of information that is used to determine values; however provides a general overview of that data.

Efforts are made to display current and correct information. If there are questions or concerns please call 208 3010 or email: Assessor

**Property Information** Search Print

2020

 Identify Property Identify Layers Measure

Owner(s): DPW ENTERPRISES LLC MOUNTAIN PRIME 2018 LLC

Legal

Taxes

Assessor

Residential

Commercial

Photos

Sketches

Assessor information for 2024 (values subject to change)

Category	Quantity	Units	Value	Exempt	Net
20	0.244	AC	\$49,750	\$20,287	\$29,463
41	0	--	\$256,795	\$104,713	\$152,082

Selected Properties: 1

RPL0880010010A

Totals: **0.244 AC** **\$306,545** **\$125,000** **\$181,545**

Buffer

Zoom All

Zoom Current

Lewis N. Stoddard, Bar No. 7766
Halliday, Watkins & Mann, P.C.
300 W. Main St., Ste. 150
Boise, ID 83702
Phone: 801-355-2886
Facsimile: 801-328-9714
lewis@hwmlawfirm.com
Attorney for Plaintiff | HWM File No. ID21698

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

<p>DPW Enterprises LLC and Mountain Prime 2018 LLC,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Jeremy L. Bass; Dwayne Pike; and Unknown Parties in Possession of the real property commonly known as:</p> <p>1515 21st Ave., Lewiston, ID 83501,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY</p> <p style="text-align: center;">Case No.: CV35-24-1063</p>
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COMES NOW Plaintiffs by and through their counsel of record and do hereby submit the following Memorandum in Opposition to Defendant Jeremy L. Bass's Motion for Stay which is both pre-mature and unwarranted.

I. INTRODUCTION AND BACKGROUND.

On February 29, 2024 Plaintiffs purchased the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 at a Trustee's Sale for \$165,346.71. Pursuant to Idaho Code § 45-1506(11) Plaintiffs were entitled to possession of the Property on the 10th day following the sale and yet 8 months later, Defendant Jeremy L. Bass continues to occupy the property, continues to refuse to relinquish possession while residing in the property for free.

On November 5, 2025, the Court issued its Memorandum Opinion and Order on Plaintiffs'

Motion for Summary Judgment granting summary judgment in favor of Plaintiffs and as against Defendant Bass. The following day, on November 6, 2024, Defendant Bass filed a Motion for Reconsideration as well as the present request for stay pursuant to I.R.C.P. 62(b). Final Judgment has not otherwise been entered at this point in time.

With the foregoing background and procedural posture in mind, Defendant's request for stay is improper. First, no judgment has yet been entered and as such, I.R.C.P. 62(b) which is the legal basis of Defendant's request does not apply. Second, Defendant has shown no basis for entry of stay and even if he had, I.R.C.P. 62 provides that the Court may impose such conditions for the security of the adverse party as are proper. Here, given that Defendant continues to occupy a property that he no longer owns and no longer pays for all to the harm of Plaintiff's who tendered \$\$165,346.71 and continue to be denied possession by Defendant's continued occupation, if a stay is granted by this Court, a significant bond should be required.

II. ARGUMENT.

Defendant's Request for Stay is meritless and should be denied.

For starters, Defendant's request is premature. Defendant filed for reconsideration and a stay the day after the Court granted summary judgment and before Plaintiff had even sought entry of final Judgment or the award of attorney fees and costs and a corresponding Writ. As it stands presently, Defendant is under no threat of removal from the premises and accordingly his request should be denied.

Second, Defendant's legal basis for seeking a stay is inapplicable. Specifically, Defendant cites to I.R.C.P. 62(b) which does not apply where Rule 62(b) only applies to staying execution of a "judgment, or any proceedings to enforce it," pending disposition of a motion under Rule 50, Rule 52(b), Rule 59, or Rule 60. In the present case, there has been no entry of a final judgment,

or any form of writ to enforce it from which a stay of execution may be sought. Additionally, there are no motions under Rule 50, Rule 52(b), Rule 59, or Rule 60 pending. Accordingly, Rule 62(b) and any request for stay thereunder is improper and should be denied.

Even if Defendant's motion were to be construed as seeking a stay under I.R.C.P. 62(a), or construed as some form of advance request for stay after Judgment is entered or a motion that Defendant intends to renew upon entry of final judgment, whether to enter a stay under I.R.C.P. 62(a) or I.A.R. 13(b)(14) is discretionary and only upon "such conditions for the security of the adverse party as are proper" under Rule 62(a), or "upon posting of such security and upon such conditions as the district court shall determine" under I.A.R. 13(b).

In the case at hand, Defendant disingenuously asserts that a stay will help prevent him from significant harm through the loss of the Property and will cause minimal disruption to Plaintiffs who have other recourses and remedies, without identifying any. Defendant is mistaken.

First, Defendant had the opportunity to contest his underlying loan and the underlying foreclosure prior to it being completed through a Trustee's Sale and which he unsuccessfully attempted to litigate so on at least one occasion which was found to be meritless and dismissed. Since that time, Defendant allowed the underlying Trustee's sale to take place and he has taken no further action against either the Trustee or his lender to have the sale set aside, or to seek damages for wrongful foreclosure. Instead, Defendant has set idle, seeking to try to indirectly litigate purported issues he has with his lender and trustee who are both non-parties to this suit and then to use his disputes as a basis to deny Plaintiffs possession. Idaho law is clear that Plaintiffs are entitled to possession of the Property and that the sale is final where they are good faith purchasers for value and where Defendant had actual notice of the underlying sale. If Defendant has issues with that sale or believes it to be wrongful, his proper recourse is against the Trustee and Lender,

and not against Plaintiffs who merely purchased the Property at a public auction.

As for the harm to the Plaintiffs, they have paid \$165,346.71 to purchase the subject property which continues to be occupied by Defendant who is paying nothing, all while continuing to demand and/or require rent from a purported tenant Dwayne Pike, notwithstanding the fact he is no longer the owner of the same. In essence, Defendant has and is profiting from the present litigation. In addition, Plaintiffs have and will continue to incur attorney fees and costs as they are forced to respond to Defendant's baseless motions and arguments.

For the foregoing reasons, if and when the Court is asked to address a timely request for a stay, it should require a significant bond. *See Naylor & Norlin v. Lewiston & S.E. Elec. Ry. Co.*, 14 Idaho 722 (1908)(wherein, the court noted that the amount of the stay bond should cover waste and use and occupation of the premises); *see also Merrill v. Gibson*, 142 Idaho 692 (Ct. App. 2005)(wherein a bond that was set by the trial court as a condition of a stay of execution pending appeal of an order to vacate the premises in a quiet title action was challenged, and upheld and said bond was to be used in the event the appellant lost his appeal and did not remove his personal belongings from the property within a reasonable time.)

While it is Plaintiffs' position that no stay is warranted in this case where Defendant failed to present any evidence to support his speculative and conclusory arguments, if a stay is considered by the court, Defendant should not be allowed to profit from continued litigation, by seeking a stay to prevent ejectment from the Property for which payments were previously in default, which was purchased by Plaintiffs' who tendered \$165,346.71,¹ and which Defendant continues to occupy and collect rent from a tenant residing therein under a purported claim of ownership. Accordingly,

¹ Defendant has on multiple occasions argued that the \$165,346.71 purchase price that Plaintiffs paid for the Property as the highest bidders at the Trustee's Sale is well below the fair market value for the property.

any stay this Court may order should be conditioned upon the posting of security for the minimum amount of \$165,346.71, which is the price paid by Plaintiffs.

To help guide the court in its determination of a proper bond, attached are a number of decisions from other Idaho Courts which have denied a stay outright, required a bond in the amount of the total underlying debt, or used the taxed assessed value of the property to determine a proper bond amount.

For instance, attached as Exhibit A to the Declaration of Counsel is a decision by the Idaho Supreme Court in connection with Madison County Case No. CV-2015-74, wherein a property owner attempted to contest a judicial foreclosure of her real property, which was authorized by the District Court. On appeal, the property owner sought the entry of a stay to prevent the foreclosure from taking place during the pendency of the appeal, which the Idaho Supreme Court denied unless a bond was posted in the amount of the underlying amounts due and owing on the loan in the amount of \$176,190.81.

Attached as Exhibit B to the Declaration of Counsel is a decision by the Honorable Michael McLaughlin in Ada County Case No. CVOC 11-13288 which involved a post-foreclosure action for ejectment. The underlying Property was purchased by Federal Home Loan Mortgage Company (“FHLMC”) which filed a post-foreclosure eviction complaint for ejectment and restitution of the property against the former borrower/occupant of the property. FHLMC prevailed and the borrower/occupant appealed and requested a stay, which was denied by the District Court which noted the findings of the lower court that found that the borrower/occupant failed to create an issue of material fact with respect to the default on the mortgage obligations, receipt of property notice of the non-judicial foreclosure sale, and proper conduct of the sale.

Lastly, attached as Exhibit C to the Declaration of Counsel is a true and correct copy of a

Decision and Order Granting Stay Pending Appeal upon Posting of Security issued by the Honorable Judge Patrick Owen in Boise County Case No. CV-2012-0000072. In that case, Judge Owen noted that the imposition of a stay is discretionary and elected to grant a stay pending appeal upon posting of sufficient security and based upon the reasoning of *Metz v. United States*, 130 F.R.D. 458 (D.Kan. 1990), set a bond amount by taking 10% of the property's assessed value and multiplying that amount by two years. Should the Court take a similar position, then Nez Perce County assessor records indicate that the assessed value of the Property is \$306,545.00 which would result in a bond amount under *Metz* of \$61,309.00.

III. CONCLUSION.

For the foregoing reasons, Defendant's Motion for Stay should be denied outright or alternatively if the Court considers imposition of a stay, it should be conditioned upon the posting of a bond in an amount sufficient for the security of Plaintiffs' which Plaintiffs request be in an amount no less than what they paid to purchase the underlying Property.

DATED November 27, 2024.

HALLIDAY WATKINS & MANN, P.C.

By: /s/ Lewis N. Stoddard
Lewis N. Stoddard
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this November 27, 2024, a true and correct copy of the above and foregoing document was served, which service was effectuated by the method indicated below and addressed as follows:

Jeremy L. Bass 1515 21 st Ave Lewiston, ID 83501	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Email/iCourt
Ken Nagy Idaho Legal Aid Services, Inc. kennagy@idaholegalaid.org <i>Counsel for Dwayne Pike</i>	<input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email/iCourt

/s/ Lewis N. Stoddard
Lewis N. Stoddard

1 Jeremy L. Bass, Perforce Pro Se
2 1515 21st Ave
3 Lewiston, ID 83501-3926
4 Ph: 208-549-9584
5 Quantum.J.L.Bass@RAWdeal.io
6
7
8

FILED

2024 DEC -4 P 4:42

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

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

DEMAND FOR JURY

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

12 **I. BASIS FOR OBJECTION**

13 **1. Unreasonable and Excessive Fees:**

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

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

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

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

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

8 **3. Inclusion of Improper or Inflated Costs:**

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

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

14 **4. Disproportionate Impact of Award:**

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

19 **II. LEGAL ARGUMENT**

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

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

1 In this case:

2 **1. Routine Nature of Work:**

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

5 **2. Lack of Complexity:**

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

8 **3. Failure to Prove Reasonableness:**

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

11 **III. REQUEST FOR RELIEF**

13 Defendant respectfully requests that this Court:

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

19
20 Dated this 4th day of December 2024.

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



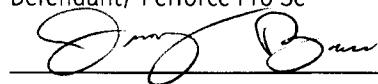
Signature

CERTIFICATE OF MAILING

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

Email: lewis@hwmlawfirm.com	[<input checked="" type="checkbox"/>]	Ken Nagy
Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	[<input type="checkbox"/>]	Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se



Signature

ACKNOWLEDGMENT

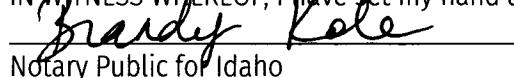
STATE OF IDAHO)

: SS.

County of NEZ PERCE)

On the 4th day of December, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

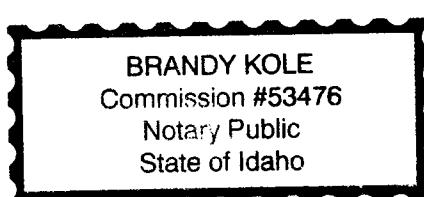


Brandy Kole

Notary Public for Idaho

Residing at Lewiston

Commission Expires: 10/27/2026



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

FILED

2024 DEC-4 P 4:41

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

DPW Enterprises LLC and Mountain Prime 2018
LLC.

Plaintiff,

vs.

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

Defendants

Case No. CV35-24-1063

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

DEMAND FOR JURY

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

I. BASIS FOR MOTION

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

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

II. STATEMENTS TO STRIKE

1. "Instead, Defendant has set idle, seeking to try to indirectly litigate purported issues he
2 has with his lender and trustee who are both non-parties to this suit and then to use his
3 disputes as a basis to deny Plaintiffs possession."

 - 4. • **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 3 |
5 Line 18)
 - 6. • **Reason:** Unfounded claim of dishonesty, intended to undermine Defendant's
7 credibility; Falsely accuses Defendant of acting in bad faith and exploits the litigation
8 context to cast doubt on Defendant's motives; strikable as scandalous and
9 impertinent and prejudicial.

10. 2. "It is also worth noting that while Mr. Bass has espoused numerous issues with his prior
11 lender and Trustee, he's done nothing to pursue those claims against them, including any
12 claim that the underlying foreclosure was wrongful."

 - 13. • **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S*
14. *MOTION FOR RECONSIDERATION* (Page 4 | Footnote)
 - 15. • **Reason:** Misrepresentation of Defendant's prior legal actions to create a false
16 narrative; strikable as immaterial and misleading. Contradicts acknowledged prior
17 litigation, falsely implying inaction; strikable as misleading and prejudicial.

18. 3. "Defendant disingenuously asserts that a stay will help prevent him from significant harm
19 through the loss of the Property."

 - 20. • **Location:** *MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR STAY* (Page 3 |
21 Line 10)
 - 22. • **Reason:** Baselessly accuses Defendant of dishonesty to prejudice the Court; strikable
23 as scandalous and impertinent.

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

- 1 7. "Yet over 8 months later Defendant Jeremy Bass refuses to relinquish possession based
2 upon a number of conclusory and speculative theories for which Mr. Bass presents no
3 evidence."
4 • **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S*
5 *MOTION FOR RECONSIDERATION* (Page 2 | Line 4).
6 • **Reason:** Dismisses Defendant's legal arguments without engaging substantively;
7 strikable as impertinent and prejudicial.
8 8. ", but again, beyond setting forth conclusory assertions and a regurgitation of Idaho Case
9 law pertaining to Trustee's Sales, Mr. Bass fails to present any evidence to support his
10 speculative theories, or new facts or theories that bear on the correctness of the Court's
11 Order."
12 • **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S*
13 *MOTION FOR RECONSIDERATION* (Page 2 | Line 8).
14 • **Reason:** Mischaracterizes Defendant's legal filings as baseless without addressing
15 evidence; strikable as impertinent and misleading.
16 9. "Has submitted two separate briefs both in the form of his motion and a separate
17 memorandum which do nothing more than present the same three conclusory,
18 speculative, and factually unsupported grounds that the Court already previously
19 considered and rejected."
20 • **Location:** *PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S*
21 *MOTION FOR RECONSIDERATION* (Page 3 | Line 19).
22 • **Reason:** Dismisses Defendant's legal filings wholesale without engaging
23 substantively; strikable as impertinent and prejudicial.
24

10. "Mr. Bass continues to assert that there was collusion, but again fails to provide any evidence to support such claims."

- **Location:** PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION (Page 4 | Line 19)
 - **Reason:** Dismisses substantive video and audio evidence without justification, Misrepresents Defendant's submissions and ignores presented evidence; strikable as scandalous impertinent and misleading.

11. "Defendant provides no specificity with respect to what he alleges was statutorily required but not followed."

- **Location:** PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION (Page 5 | Line 20)
 - **Reason:** Ignores detailed statutory violations raised by Defendant; strikable as impertinent and misleading.

12. "Mr. Bass has not met his burden to support reconsideration, where his motion merely expresses his disagreement with the Court's ruling."

- **Location:** PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S
MOTION FOR RECONSIDERATION (Page 3 | Line 23)
 - **Reason:** Reduces substantive legal arguments into a personal grievance, prejudicing
Defendant's motion; strikable as impertinent and prejudicial.

13. "Defendant presents no authority which makes it illegal for a Trustee conducting a sale to disclose the opening credit bid to interested parties."

- Location: PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT JEREMY L. BASS'S MOTION FOR RECONSIDERATION (Page 5 | Line 3)

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

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

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

II. RELIEF REQUESTED

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

11
12 Dated this 4th day of December 2024.
Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se



CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant/ Perforce Pro Se

Jerry Bum

Signature

ACKNOWLEDGMENT

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

On the 4th day of December, 2024, before me, the undersigned Notary Public,
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole
Notary Public for Idaho

Residing at Lewiston

Commission Expires: 10/27/2026



1 Jeremy L. Bass, Perforce Pro Se
2 1515 21st Ave
3 Lewiston, ID 83501-3926
4 Ph: 208-549-9584
5 Quantum.J.L.Bass@RAWdeal.io
6
7
8

FILED

2024 DEC -4 P 4:41

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

**MOTION FOR JUDICIAL ADMONISHMENT
OR WARNING**

DEMAND FOR JURY

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

12 **I. Introduction**

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

18 **II. Background**

19 **1. Just one of the statements in question:**

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

2. Procedural History:

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

3. Nature of the Current Dispute:

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

III. Argument

1. Impropriety of the Statement:

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

2. Violation of Procedural and Ethical Standards:

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

1 **3. Judicial Authority to Address Conduct:**

- 2 • Courts possess inherent authority to manage proceedings and admonish parties or counsel who
3 violate ethical or procedural norms (see In re Estate of Bradley, 141 Idaho 567, 114 P.3d 890
4 (2005)).

5 **IV. Request for Judicial Action**

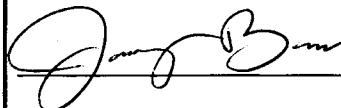
- 6 1. Admonish Plaintiffs' counsel for including irrelevant and prejudicial statements in their
7 filings.
- 8 2. Direct Plaintiffs' counsel to refrain from making such statements in future filings.
- 9 3. Focus proceedings on the substantive issues and disregard prejudicial content aimed at
10 distracting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

11 **IV. Request for Judicial Action**

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

14 Dated this 4th day of December 2024.

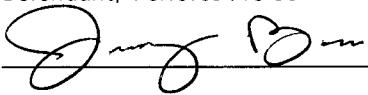
15 Respectfully submitted,
Jeremy L. Bass
Defendant / Perforce Pro Se



Signature

CERTIFICATE OF MAILING

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

Email: lewis@hwmlawfirm.com <input checked="" type="checkbox"/>	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org <input checked="" type="checkbox"/>
Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Jeremy L. Bass Defendant / Perforce Pro Se  Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: SS.

County of NEZ PERCE)

On the 4th day of December, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole

Notary Public for Idaho

Residing at Lewiston

Commission Expires: 10/27/2026



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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Court Minutes

Judge: Evans, Michelle M
Clerk: Jenny Landrus
Court Reporter: Nancy Towler
Hearing Type: Motion for Reconsideration,
Motion to Stay, Status Conference re: Pike

Date: 12/06/2024
Location: Courtroom 3

Hearing Start FTR Time: 10:04 AM

Journal Entries:

- 100440 Lewis Stoddard, Jeremy Bass and Ken Nagy present with Mr. Pike by Zoom.
- 100506 Court in session for a motion for reconsideration (Bass), motion to stay (Bass) and a status conference (Pike only).
- 100602 Mr. Nagy believes we should take up Mr. Bass's motion first.
- 100633 Mr. Bass in agreement with that.
- Mr. Stoddard having trouble with audio. - Now connected.
- 100819 Court reviews recent documents filed and pending motions.
- 101024 Mr. Bass presents argument on his motion.
- 101124 Court questions Mr. Bass. Mr. Bass responds.
- 101219 Court questions Mr. Bass further re: basis for motion for reconsideration.
- 101224 Mr. Bass responds.
- 101241 Court questions Mr. Bass further.
- 101257 Mr. Bass responds.
- 101326 Court questions Mr. Bass further.
- 101337 Mr. Bass responds and presents further argument.
- 101517 Court questions Mr. Bass further. Mr. Bass responds.
- 101620 Court questions Mr. Bass further. Mr. Bass responds.
- 101905 Mr. Bass presents argument on the motion to strike.
- 102005 Court questions Mr. Bass re: rent. Mr. Bass responds.
- 102042 Court questions Mr. Bass. Mr. Bass responds.
- 102123 Court questions Mr. Bass on whether he is living in the house.
- 102130 Mr. Bass responds that he is not living there. He continues argument.
- 102718 Mr. Bass presents argument on his motion to stay.
- 102848 Court addresses Mr. Bass on clarifications.
- 102911 Mr. Bass responds.
- 102957 Mr. Stoddard presents argument on the pending motions.
- 103728 Court takes the motion for reconsideration under advisement. In regards to the motion to stay, there has not been a final judgment entered in this case yet to stay. If the Court denies the motion to reconsideration and signs a judgment, then that would allow Mr. Bass to appeal and file a motion to stay if that happens. The motion to stay is premature at this point. As far as

the other motions re: strike or admonish, that will be included in the opinion on the motion to reconsider.

103830 Court takes up status conference in regards to Mr. Pike's portion of this case. Court assumes the status will depend on the outcome of the motion to reconsider. Court suggests setting this for a status conference.

103908 Mr. Nagy and Mr. Stoddard in agreement.

103925 Court and counsel review calendars.

104144 Court addresses Mr. Bass re: if the Court grants his motion to reconsider, he would be a part of the status conference. Mr. Bass indicates he understands.

104156 Court sets a status conference for 1/21/25 at 10:00 a.m. by Zoom.

104218 Recess

Hearing End FTR Time: 10:43 AM

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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063
Notice of Remote Hearing

NOTICE IS GIVEN That the above-entitled case is set for:

<u>Hearing Type</u>	<u>Date</u>	<u>Time</u>	<u>Judge</u>
Status Conference (Zoom)	01/21/2025	10:00 AM (Pacific)	Michelle M Evans

The Status Conference will take place remotely through **TELEPHONE OR VIDEO CONFERENCE**.

How to attend:

Online: https://zoom.us/join Meeting ID: 919 1521 1768 Password: 12345	By Telephone: Toll free: (877) 853-5257 or (888) 475-4499 Meeting ID: 919 1521 1768 Password: 12345
---------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

If you are unable to access this remote hearing, then you must contact the Nez Perce County Courthouse at (208) 799-3040 immediately. You may also call this number if you require accommodations.

For a list of best practices and technical information about remote hearings, please go to <https://isc.idaho.gov/isc-zoom>.

It is the policy of the Idaho Supreme Court that court proceedings are presumed to be open to the public in the absence of a court rule providing or a court ordering otherwise. Thus, this proceeding may be live streamed to the public.

Patty Weeks
Clerk of the Court

Dated: 12/13/2024

By: Jenny Landrus
Deputy Clerk

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Lewis Nishioka Stoddard Jeremy Lee Bass	lewis@hwmlawfirm.com Quantum.J.L.Bass@RAWdeal.io	[X] By E-mail [X] By E-mail
Ken Everett Nagy	kennagy@idaholegalaid.org	[X] By E-mail

Patty Weeks
Clerk of the Court

Dated: 12/13/2024

By: Jenny Landrus
Deputy Clerk

FILED
2024 DEC. 16 AM08:40
PATTY O. WEEKS
CLERK OF THE DIST COURT
Patty Weeks
DEPUTY

**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 LLCS,) Plaintiffs,) v.) JEREMY L. BASS; DWAYNE PIKE, and) UNKNOWN PARTIES IN POSSESSION) OF THE REAL PROPERTY KNOWN AS:) 1515 21 ST Ave., Lewiston, ID 83501) Defendants.) _____)	CASE NO. CV35-24-1063 OPINION AND ORDER ON DEFENDANT BASS'S MOTION FOR RECONSIDERATION
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

This matter came before the Court on Defendant Jeremy Bass's Motion for Reconsideration.¹ The Plaintiff is represented by Lewis Stoddard, of the firm Halliday, Watkins & Mann. Defendant Bass is a self represented litigant. Defendant Pike is represented by Ken Nagy, of Idaho Legal Aid.² The Court heard argument on the motion

¹ Bass also filed a Motion for Judicial Admonishment or Warning and a Motion to Strike Inappropriate Statements for Plaintiffs' File. The Court reviewed the motions and the record, and determines there is no basis for these orders, therefore, they will not be addressed by the Court. Defendant Bass also filed a motion to stay, however, the Court determined on the record during the hearing that the Motion to Stay was premature.

² The motion before the Court pertains solely to Defendant Bass, however, Defendant Pike and counsel were present at the hearing.

via Zoom on December 6, 2024. The Court, having heard argument and being fully advised in the matter, hereby renders its decision.

BACKGROUND

The Plaintiffs seek to eject the Defendants from real property located at 1515 21st Street, in Lewiston, Idaho. Following a default under the terms of the Note and Deed of Trust encumbering the property, a Trustee's Sale was conducted and a Trustee's Deed was issued to the Plaintiffs. *Complaint*, at 2. The Trustee's Deed is attached to the Complaint as Exhibit A. The Complaint asserts that the Plaintiffs were entitled to possession of the property on the tenth day following the sale, and the Defendants have refused to surrender the property. *Complaint*, at 2. The Plaintiffs are seeking an Order and Writ of Ejectment authorizing the County Sheriff to return possession of the property to the Plaintiffs. On November 5, 2024, the Court issued a *Memorandum Opinion and Order on Plaintiffs' Motion for Summary Judgment* granting summary judgment in favor of the Plaintiffs and as against Defendant Bass.³ Defendant Bass has filed a motion to reconsider the Court's November 5, 2024 ruling.

STANDARD OF REVIEW

On a motion for reconsideration pursuant to I.R.C.P. 11(a)(2), the court must take into account any new facts that may affect the correctness of the district court's order. *Nationsbanc Mortgage Corp. v. Cazier*, 127 Idaho 879, 884, 908 P.2d 572, 577 (Ct. App. 1995), *citing Coeur d'Alene Mining Co. v. First Nat'l Bank of North Idaho*, 118 Idaho 812, 823, 800 P.2d 1026, 1037 (1990). The burden is on the moving party to bring the new facts to the court's attention; the court is not required to search the record to

³ The pertinent undisputed facts of this case are set forth in the *Memorandum Opinion and Order on Plaintiffs' Motion for Summary Judgment*. No new facts have been presented in support of the motion before the Court.

determine whether there are any new facts that would affect its earlier decision. *Coeur d'Alene Mining Co.*, 118 Idaho at 823, 800 P.2d at 1037. “A motion for reconsideration is a motion which allows the court—when new law is applied to previously presented facts, when new facts are applied to previously presented law, or any combination thereof—to reconsider the correctness of an interlocutory order.” *Johnson v. N. Idaho Coll.*, 153 Idaho 58, 62, 278 P.3d 928, 932 (2012). The decision to grant or deny a motion for reconsideration rests within the sound discretion of the trial court. *Jordan v. Beeks*, 135 Idaho 586, 592, 21 P.3d 908, 914 (2001).

ANALYSIS

Defendant Bass asserts this Court misinterpreted the application of I.C. § 45-1508 and failed to consider issues of material fact when granting summary judgment in favor of the Plaintiffs.⁴ Bass asserts similar arguments to those made at summary judgment—first, he challenges the trustee’s sale, asserting there were “a multitude of procedural and substantive improprieties that fatally compromise the auctions validity” *Memorandum in Support of Reconsideration*, at 2. Second, he contends “the purported transfer of title is void *ab initio* as the process was fundamentally flawed with pervasive irregularities.” *Id.* Third, he reasserts “collusion and misconduct among involved parties, evidenced by improper conduct tainting both the preparatory and execution stages, and the conspicuous

⁴ Self-represented (or “pro se”) litigants must adhere to the same standard as represented parties. “Pro se litigants are not accorded any special consideration simply because they are representing themselves and are not excused from adhering to procedural rules.” *Michalk*, 148 Idaho at 229, 220 P.3d at 585 (quoting *Nelson v. Nelson*, 144 Idaho 710, 718, 170 P.3d 375, 383 (2007)). Reid’s status as a pro se litigant does not grant him any privileges not accorded to other litigants; he is held to the same standard as a represented party. *Axelrod as Tr. of David W. Axelrod Fam. Tr. dated June 13, 2017 as restated on Sept. 28, 2018 v. Reid Ltd. P'ship*, 551 P.3d 777, 788 (Idaho 2024).

absence of a legitimate default.” *Id.* Bass then provided several cases he asserts support his arguments.

Defendant Bass continues to argue there was no valid default, but the record is devoid of evidence which supports this argument. Nothing in the record shows, or raises an issue of material fact, to dispute that Defendant Bass failed to make timely payments due and owing under the Note and Deed of Trust. The record shows that Bass was in default for failing to make monthly payments from January 1, 2020 until the time of the Trustee’s Sale. *See Decl. of Counsel in Support of Plaintiff’s Motion for Summary Judgment, Ex. B.*

Defendant Bass continues to assert there was collusion, but again fails to support this argument with evidence. Defendant Bass provided messaging communication he had with an individual named Glenda Morlan, but he fails to connect Morlan to the Plaintiffs. Defendant Bass also provided video clips of the sale, but again, Defendant Bass fails to show that there were any issues with the sale. *Affidavit of Jeremy L. Bass in Support of Defendant’s Response to Plaintiffs’ Motion for Summary Judgment.*

Defendant Bass makes issue of the fact that the Plaintiffs’ representative had a check with the correct amount of the sale at the trustee’s sale. As explained in *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649, 516 P.3d 73 (2022), this is not an uncommon procedure at Trustee’s Sales. Bass contends that the fact that the Plaintiffs’ representative had a check with the exact amount is evidence of collusion, however, this is simply a conclusory statement with no supporting evidence.

Defendant Bass also contends there was failure to comply with the statutory requirements for non-judicial foreclosure, however, again, these contentions are not supported in this record. A Trustee's Deed is *prima facie* evidence of the truth of the recitals and the affidavits identified therein and with respect to a purchaser in good faith. I.C. § 45-1510. Defendant Bass fails to identify what failures of the statutory requirements he asserts happened here, beyond conclusory allegations including that the bidder was involved in rigging the auction, and that there was improper handling of the auction process and the involvement of the trustee and the bidder in collusion. Without evidence of these claims, Bass's motion for reconsideration fails.

Finally, Bass asserts this Court failed to consider *Defendant's Response to Plaintiff's Allegations in Section C, Defendant's Response to Plaintiff's Allegations in Section D, and Defendant's Response to Plaintiff's Allegations in Section E*. These three documents were filed on October 21, 2023, three days after this Court entered an *Opinion and Order on Motion to Dismiss and Strike Summons and Complaint*, on October 18, 2024. Defendant Bass makes no reference to these documents in response to the motion for summary judgment. The Court did not consider these filings at summary judgment, and finds no basis to consider the filings in support of the motion to reconsider.

The burden falls to the party seeking reconsideration to show facts or law which allow the court to reconsider the correctness of an interlocutory order. The party may do so by providing new law to previously presented facts, or by showing new facts to previously presented law. Here, Defendant Bass appears to be reiterating the same facts that he asserted in his motion to dismiss and also at summary judgment. Defendant Bass then provided several cases for the Court's review. The Court has considered each case

presented, but fails to find that these cases alter the outcome of the prior ruling on summary judgment. Therefore, Defendant Bass's motion for reconsideration is denied.

ORDER

Defendant Bass's Motion for Reconsideration is hereby DENIED.

IT IS SO ORDERED.

Dated this 10th day of December 2024.


MICHELLE M. EVANS – District Judge

CERTIFICATE OF MAILING

I hereby certify that a true copy of the foregoing OPINION AND ORDER ON MOTION FOR RECONSIDERATION was delivered via email by the undersigned at Lewiston, Idaho, this 10 day of December, 2024 to:

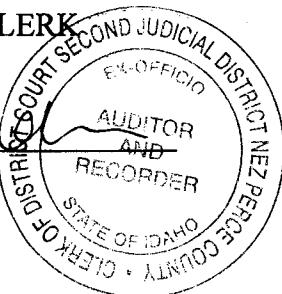
Lewis N. Stoddard
lewis@hwmlawfirm.com

Jeremy L. Bass
Quantum.J.L.Bass@RAWdeal.io

Ken Nagy
kennagy@idaholegalaid.org

PATTY O. WEEKS, CLERK

By 
Deputy



FILED
2024 DEC. 16 AM08:41
PATTY O. WEEKS
CLERK OF THE DIST COURT
Patty O. Weeks
DEPUTY

**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 LLCS,)	
)	
Plaintiffs,)	CASE NO. CV35-24-1063
)	
v.)	
)	JUDGMENT RE: JEREMY BASS
JEREMY L. BASS; DWAYNE PIKE, and)	
UNKNOWN PARTIES IN POSSESSION)	
OF THE REAL PROPERTY KNOWN AS:)	
)	
1515 21 ST Ave., Lewiston, ID 83501)	
)	
Defendants.)	
)	

JUDGMENT IS ENTERED AS FOLLOWS:

1. Plaintiffs are entitled to immediate possession of the real property commonly known as 1515 21st Ave., Lewiston, ID 83501 as against any interests claims by Jeremy L. Bass and a Writ of Ejectment/Restitution shall issue instructing the Nez Perce County Sheriff to remove Jeremy L. Bass from the real property and return the premises to the Plaintiffs. Jeremy L. Bass shall have 72 hours from the date of this Judgment to remove his belongings from the premises. Should Jeremy L. Bass fail to vacate within 72 hours of the date of this Judgment, the Nez Perce County Sheriff shall execute the Writ and return possession to Plaintiffs and the Plaintiffs shall be entitled to remove and dispose of all remaining property of Jeremy L. Bass, including any motor vehicle that may be removed pursuant to

I.C. § 49-1806, that remains on the premises without any further compensation or consideration to Jeremy L. Bass.

2. The Plaintiffs are entitled to seek an award of attorney fees and costs, for both prejudgment as directed by statute and I.R.C.P. 54, and post-judgment fees incurred in attempting to collect on the judgment as allowed by I.C. § 12-120(5).

IT IS SO ORDERED.

Dated this 16th day of December 2024.



MICHELLE M. EVANS – District Judge

RULE 54(b) CERTIFICATE

With respect to the issues determined by the judgment or order entered by the Honorable Judge Michelle M. Evans granting Plaintiffs' Motion for Summary Judgment as against Defendant Jeremy L. Bass, it is hereby CERTIFIED, in accordance with Idaho Rule of Civil Procedure 54(b), that the Court has determined that there is no just reason for the delay of the entry of a final judgment and that the Court has as does hereby direct that the above judgment or order shall be a final judgment upon which an appeal may be taken.

Dated this 16th day of December 2024.



MICHELLE M. EVANS – District Judge

CERTIFICATE OF MAILING

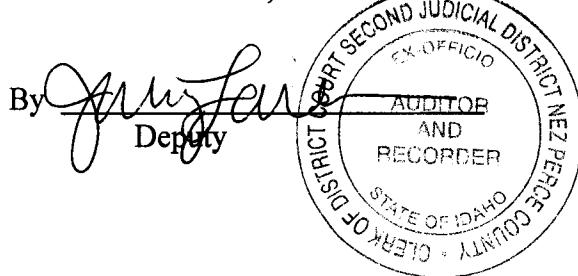
I hereby certify that a true copy of the foregoing JUDGMENT RE: JEREMY BASS was delivered via email by the undersigned at Lewiston, Idaho, this 16 day of December, 2024 to:

Lewis N. Stoddard
lewis@hwmlawfirm.com

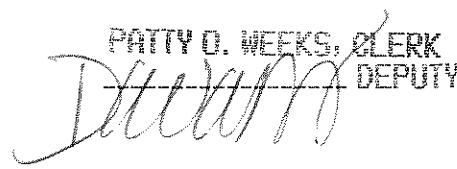
Jeremy L. Bass
Quantum.J.L.Bass@RAWdeal.io

Ken Nagy
kennagy@idaholegalaid.org

PATTY O. WEEKS, CLERK



PATTY D. WEEKS, CLERK
DEPUTY



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

IN RE: CORRECTION OF ERRONEOUS)
FILING DATES OF CERTAIN LISTED)
CASES)
) NUNC PRO TUNC ENTRY OF
) November 4, 5, or 6, 2024
)

It has come to the attention of the Court that the following cases contain documents with an incorrect filing stamp date of November 4, 5, or 6, 2025, instead of the correct date of November 4, 5, or 6, 2024, due to a malfunction of the Court's time stamp machine. Please note that this order does not change the validity of the actions taken, but merely corrects a clerical error.

Therefore, IT IS HEREBY ORDERED, NUNC PRO TUNC, THAT the correct filing date for the specific documents listed in the following cases should be November 4, 5, or 6, 2024, as reflected below.

DOCUMENT NAME	DATE	CASE NUMBER	Defendant	Attorney
Affidavit / Return of Service	11/04/2024	ADMIN35-24-77	Reed, Scott	n/a
Affidavit / Return of Service	11/04/2024	ADMIN35-24-78	Ritter, Meegan	n/a
Notice and Order to Appear; Bond #AS30K-231382	11/04/2024	CR35-19-6561	Breshears, Chad	SPD
Notice and Order to Appear; Bond #SS-5-415459	11/04/2024	CR35-24-2007	Hawley, April	SPD
Bond Information Sheet	11/06/2024	CR35-24-3863	Laney, John	n/a
Notice and Order to Appear; Bond #AS30K-231382	11/04/2024	CR35-24-4166	Thomas, Martin	SPD

Amended Complaint Filed	11/04/2024	CR35-24-4956	Libenow, Makennah	Fuhs Law Office
Warrant Returned - No Service	11/04/2024	CR35-24-5024	Florek, Matthew	Fuhs Law Office
Amended Complaint Filed	11/04/2024	CR35-24-5524	Nesbitt, Joseph	Cox, Neil
Amended Complaint Filed	11/04/2024	CR35-24-6393	Peterson, Shannon	Reed, Randy
Amended Complaint Filed	11/06/2024	CR35-24-6640	Coates, Jr., Robert T.	Fitzgerald, William
Bond # AS15K-470989	11/04/2024	CR35-24-6805	Brakeman, William	SPD
Bond Posted - Surety	11/06/2024	CR35-24-6823	Maxwell, Nathan	Gluszczak, Michael
Important Bail Information; Bond Receipt #148750; Notice and Order to Appear; Affidavit of Probable Cause	11/04/2024	CR35-24-6843	Kinard, Micah	n/a
Affidavit of Probable Cause	11/04/2024	CR35-24-6880	Walker, Kaleb	Andrews, Shane
Citation Filed; Application for Attorney at Public Expense; Notification of Rights; Affidavit of Probable Cause	11/04/2024	CR35-24-6882	Hinchee, Rianne	Olofson, Benjamin
Bond Posted - Surety	11/06/2024	CR35-24-6882	Hinchee, Rianne	Olofson, Benjamin
Citation Filed; Bond #SS-5-415458; Notice and Order to Appear; Affidavit of Probable Cause	11/04/2024	CR35-24-6883	Phillips, Latrese	McPherson, Robyn
Bond #AS15K-465545; Bond #AS15k-465544; Notice and Order to Appear; Affidavit of Probable Cause; Citation filed	11/04/2024	CR35-24-6884	Johnson, Eric	Chapman, Scott
Citation Filed; Affidavit of Paige Vanover Supporting Initial Determination of Probable Cause	11/04/2024	CR35-24-6885	Lawson, Edward	n/a
Affidavit for Initial PC; Criminal Complaint; Notification of Rights (felony); Affidavit for PD; Initial Appearance Data Sheet	11/04/2024	CR35-24-6886	Swanson, Bryan	Papworth, Parker
Citation Filed; Criminal Complaint; Notification of Rights; Affidavit of Probable Cause; Initial Appearance Data Sheet; Initial Determination of Probable Cause; Initial Appearance Data Sheet	11/04/2024	CR35-24-6887	Miller, Trisha	Stoffer, Sara
Citation Filed; Affidavit of Probable Cause (misd and felony); Initial Determination of PC; Complaint-Criminal	11/04/2024	CR35-24-6889	Robeson, Mary Lynne	SPD

Citation Filed; Criminal Complaint; Motion for No Contact Order; Initial Determination of Probable Cause; Initial Appearance Data Sheet; Affidavit of Probable Cause	11/04/2024	CR35-24-6891	Goodson, Dallas	SPD
Citation Filed; Application for Public Defender; Notification of Rights; Affidavit of Z Fuchs Supporting Initial Determination of Probable Cause Pursuant; Surety Bond SS-5-415461	11/05/2024	CR35-24-6909	Brooks, Angela	SPD
Notice of Hearing; Order Appointing PD; Notice and Order to Appear	11/6/2024	CR35-24-6909	Brooks, Angela	SPD
Citation Filed; Notice of Hearing	11/5/2024	CR35-24-6910	Brooks, Angela	n/a
Probable Cause Affidavit in Support of Arrest; Notice and Order to Appear; Surety Bond	11/05/2024	CR35-24-6911	Hite, Wyatt	SPD
Citation Filed	11/05/2024	CR35-24-6915	Davis, Tonya	SPD
Citation Filed	11/05/2024	CR35-24-6916	Hazelbaker, Misty	SPD
Citation Filed	11/05/2024	CR35-24-6917	Stewart, Christine	n/a
Citation Filed	11/05/2024	CR35-24-6918	Jordan, Ryan	SPD
Notice of Hearing	11/6/2024	CR35-24-6920	Jones, Dick	n/a
Affidavit of Probable Cause; Custody Order of Sheriff; Probable Cause Order; Notice of Hearing; Order Appointing State Public Defender	11/6/2024	CR35-24-6921	Jones, Dick	SPD
Citation filed; app for PD; Notice of Rights; Order appointing PD; Notice of Hearing; No Contact Order	11/6/2024	CR35-24-6932	Light, Kasey	SPD
Initial Appearance Data Sheet; Criminal Complaint; Initial Determination of Probable Cause; Affidavit of Probable Cause	11/06/2024	CR35-24-6933	Carrie, James	Peterson, Charles
Citation Filed	11/06/2024	CR35-24-6934	Sneve, Shannon	(City attorney case)-Jennifer Tengono
Citation Filed	11/06/2024	CR35-24-6935	Holmberg, Craig	n/a
Citation Filed	11/06/2024	CR35-24-6936	Wahl, Madison	n/a
Criminal Complaint; Affidavit of PC; Initial Determination of PC for Warrant of Arrest; Initial Appearance; Motion for NCO	11/06/2024	CR35-24-6937	Deeds, Cordell	n/a

Memorandum Opinion and Order on Plaintiffs' Motion for Summary Judgment	11/05/2024	CV35-24-1063	DPW Enterprises LLC and Mountain Prime LLC v. Jeremy Bass and Dwayne Pike	Ken Nagy; Lewis Stoddard; Jeremy Bass – Pro Se
Notice of DL Suspension for Failure of Evidentiary Testing	11/5/2024	CV35-24-1703	In the Matter of the Suspension of DL of Kaleb Walker	Shane Andrews
Probable Cause Affidavit in Support of Arrest and/or Refusal to Take Test	11/4/2024 and 11/5/2024	CV35-24-1703	Arnett In the Matter of the Suspension of DL of Kaleb Walker	Shane Andrews
SC Small Claims form CAO SC 1- 2	11/06/2024	CV35-24-1706	Alpha Halbert, Tamara Halbert v. Trisha Baker	Pro se representation for each party

In the event that additional cases are identified as being incorrectly date stamped November 4, 5, or 6, 2025, when the file stamped should have reflected the year 2024, this order will govern.

DATED this 4th day of December, 2024.



MARK T. MONSON
Administrative District Judge

Certificate of Mailing

I hereby certify that on this 18 day of December, 2024, a true copy of the foregoing was delivered to the following:

Jennifer Tengono – City Attorney
Joanna McFarland – 2nd Dist SPD
Sara Stoffer
Parker Papworth
Scott Chapman
Robyn McPherson
Ben Olofson
Shane Andrews
Michael Alexander Gluszczak
William Fitzgerald
Randy Reed
Neil Cox
Fuhs Law Office
Nez Perce County Prosecutor's Office
Jeremy Bass, Pro Se
Alpha and Tamara Halbert
P.O. Box 423
Pomeroy, WA 99347

cityattorney@cityoflewiston.org
joanna.mcfarland@spd.idaho.gov
service@voslegal.com
parker@fuhsfirm.com
Scott@rbcox.com
robyn@mcpersonlaw.org
Ben@voslegal.com
shaneandrews@idahoconstructionlawyers.com
alex@mralegal.com
Wjfitz221@gmail.com
randy@jonesbrowercallery.com
lawyerneilcox@gmail.com
service@fuhsfirm.com
npcpros@co.nezperce.id.us
Quantum.J.L.Bass@RAWdeal.io
Trisha Baker, LCCU
604 Bryden
Lewiston, ID 83501



Merilynn Scharnhorst
Deputy Trial Court Administrator

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

F I L E D

2024 DEC 18 PM 4:06

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

PETITIONER
CLERK OF THE DISTRICT COURT
DISTRIBUTED
Andy Gruney

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff -Respondents,

VS.

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

Defendants,

Jeremy L. Bass,

Defendant-Appellant

Case No. CV35-24-1063

NOTICE OF APPEAL

ORAL ARGUMENT REQUESTED

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

12 NOTICE IS HEREBY GIVEN THAT:

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

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

2. Jurisdictional Statement:

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

- 1 - This ***Notice of Appeal*** is timely filed within forty-two (42) days from entry of the
2 final judgment and ***Rule 54(b) Certificate*** as prescribed by ***Idaho Appellate Rule***
3 ***14(a)***.

4 3. PRELIMINARY STATEMENT OF ISSUES ON APPEAL:

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

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

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

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

11 4. Sealed Record: No part of the record has been sealed.

12 5. Transcript:

- 13 - [✓] The appellant requests the preparation of the reporter's standard transcript
14 as defined in *Rule 25(c), I.A.R.* in [✓] hard copy [✓] electronic format.
15 - The following proceedings are requested:
16 o Status Conference held on August 17th, 2024.
17 o Hearing on the *Motion for Dismissal* held on October 8th, 2024.
18 o Hearing on the *Motion for Summary Judgment* held on October 22nd,
19 2024.
20 o Hearing on the *Defendant's Motion for Reconsideration* held on
21 December 6th, 2024;
22 - All other proceedings that may have occurred that is not already enumerated.

1 6. Record:

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

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

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

16 7. Exhibits:

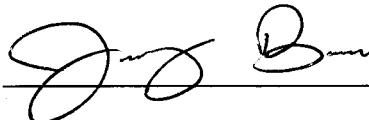
- 17 - The appellant requests the inclusion of all exhibits, charts, pictures and all forms
18 offered or admitted as evidence during trial or hearings.

19 8. Certification:

- 20 - A copy of this notice of appeal has been served on the court reporter.
21 - The appellant is exempt from paying the estimated fees for preparation of the
22 transcript and record due to financial reasons stated in the accompanying
23 affidavit.
24 - All appellate filing fees have been paid.

- 1 - [✓] Service has been made upon all parties required to be served pursuant to
2 ***Rule 20, I.A.R.***

3
4
5 Dated this 18th day of December 2024.
Respectfully submitted,
Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se



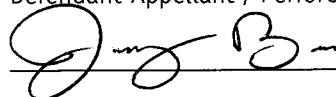
Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***NOTICE OF APPEAL*** to Plaintiffs and Co-Defendant's counsel on December 18th, 2024, at the following email address and postal address:

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

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

On the 18th day of December, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at Lewis

Commission Expires: 1/28/2025

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 Bass, Dwayne Pike
Defendant.

Case No. CV35-24-1063

Notice of Transcript Deposit

COURT REPORTER'S NOTICE

Court reporter _____ provides the following notice:

Transcript Deposit:

- A transcript deposit was received.
- Additional information (if applicable): _____

CLERK'S OFFICE NOTICE

Transcript Deposit:

- A transcript deposit was received.
- Additional information (if applicable): \$490.00

Patty Weeks
Clerk of the Court

Dated: 12/30/2024

By: Brittany Davenport
Deputy Clerk

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

FILED

2025 JAN -2 P 301

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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,
Plaintiff -Respondents,
v.
JEREMY L. BASS,
Defendant-Appellant,
and
DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501
Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

AMENDED NOTICE OF APPEAL

ORAL ARGUMENT REQUESTED

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

4 NOTICE IS HEREBY GIVEN THAT:

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

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

2. JURISDICTIONAL STATEMENT:

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

- 1 - This ***Notice of Appeal*** is timely filed within forty-two (42) days from entry of the
2 final judgment and ***Rule 54(b) Certificate*** as prescribed by ***Idaho Appellate Rule***
3 ***14(a)***.

4 3. PRELIMINARY STATEMENT OF ISSUES ON APPEAL:

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

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

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

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

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

12 5. REPORTER'S TRANSCRIPT:

- 13 - [✓] The appellant requests the preparation of the reporter's standard transcript
14 as defined in ***Rule 25(c), I.A.R.*** in [✓] hard copy [✓] electronic format.
15 - The following proceedings are requested:
16 o Status Conference held on September 17th, 2024.
17 o Hearing on the ***Motion for Dismissal*** held on October 8th, 2024.
18 o Hearing on the ***Motion for Summary Judgment*** held on October 22nd,
19 2024.
20 o Hearing on the ***Defendant's Motion for Reconsideration*** held on
21 December 6th, 2024;
22 - All other proceedings that may have occurred that is not already enumerated.

1 6. CLERK'S RECORD:

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

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

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

16 7. EXHIBITS:

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

19 8. CERTIFICATION OF APPELLANT:

20 I, JEREMY L. BASS, hereby certify:

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

NAME: Linda Carlton

NAME: Nancy Towler

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

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

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se



Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

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

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



Signature

Defendant-Appellant / Perforce Pro Se

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)

: ss.

County of NEZ PERCE)

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

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

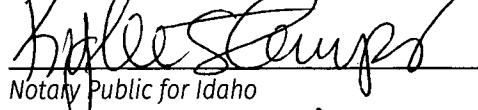


Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

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



Notary Public for Idaho

Residing at Lewiston, Id Commission Expires: 11/21/29

KYLEE STAMPER

Commission #20234757

Notary Public

State of Idaho

ACKNOWLEDGMENT

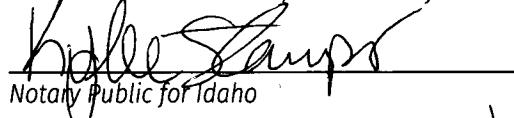
STATE OF IDAHO)

: ss.

County of NEZ PERCE)

On the 2nd day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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



Notary Public for Idaho

Residing at Lewiston, Id Commission Expires: 11/21/29

KYLEE STAMPER

Commission #20234757

Notary Public

State of Idaho

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

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 21st 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 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 Bass, Dwayne Pike
Defendant.

Supreme Court No. 52552-2024

Certificate of Exhibits

I, Brittany Davenport, Deputy Clerk of the District Court of the Second Judicial District of the State of Idaho in and for the County of Nez Perce, do hereby certify that the attached list of exhibits is a true and accurate copy of the exhibits being forwarded to the Supreme Court on Appeal. It should be noted, that all original exhibits will be retained at the district court clerk's office and will be made available for viewing upon request. Digital images of photos and documents have been provided.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court on this 2/10/2025 10:41:02 AM.

Patty Weeks
Clerk of the Court

By: 
Deputy Clerk



CERTIFICATE OF SERVICE

I certify that on this date, I served a copy of the attached to:

Jeremy Lee Bass
1515 21st Ave
Lewiston, ID 83501

By mail

Lewis Nishioka Stoddard
300 W. Main Street, Ste. 150
Boise, ID 83702

By mail

Dated: 2/10/2025 10:42:54 AM

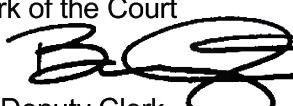
Patty Weeks
Clerk of the Court
By: 
Deputy Clerk



Exhibit Log

Case: CV35-24-1063

Case Style: DPW Enterprises LLC and Mountain Prime 2018
LLC
Plaintiff,
vs.
Jeremy Bass, Dwayne Pike
Defendant.

Sort Order: Exhibit #

Exhibit ID Exhibit #	On Behalf Of Source	Status Date	Proj. Return /	Type Description	Exhibit Flag	Custody Date	Custody Detail
10/15/24	Defendant Attached to Bass, Jeremy Affidavit Lee Exhibit C			Electronic Media Thumb Drive		01/13/2025	Nez Perce County District Court: Records Manager

Total Count: 1

Page 1 of 1

Printed on 02/10/2025 11:12 AM

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 Bass, Dwayne Pike
Defendant.

Supreme Court No. 52552-2024
District Court No. CV35-24-1063

Clerk's Certificate of Service

I, Brittany Davenport, Deputy Clerk of the District Court of the Second Judicial District, of the State of Idaho, in and for the County of Nez Perce, do hereby certify that the above and foregoing Record in the above entitled cause was electronically compiled at my direction, and is a true, full and correct Record of the pleadings and documents as requested by the parties.

I further certify that I have caused to be served the Clerk's Record and Reporter's Transcript, along with copies of all Exhibits offered or admitted; No Exhibits submitted; or Confidential Documents Record; or Confidential Exhibits (if applicable) to each of the Attorneys of Record or Parties in this case as follows:

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Jeremy Lee Bass
1515 21st Ave
Lewiston, ID 83501

[x] By mail

Lewis Nishioka Stoddard
300 W. Main Street, Ste. 150
Boise, ID 83702

[x] By mail

Dated: 2/10/2025 10:43:08 AM

Patty Weeks
Clerk of the Court
By: Deputy Clerk

