

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

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 21<sup>st</sup> Avenue, Lewiston,  
Idaho 83501

Defendants.

Case No. CV35-24-1063

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

**DEMAND FOR JURY**

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

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

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

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

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

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

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

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

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

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

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

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

[File Reference: chat log.md]

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

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

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

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

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

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

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

i. Video Files:

1. 20240229\_110157.mp4

2. 20240229\_110252.mp4

3. 20240229\_110654.mp4

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

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

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

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

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

4 FURTHER AFFIANT SAYETH NAUGHT.

5  
  
Dated this 15 day of October 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se

\_\_\_\_\_  
Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass  
Defendant

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_15\_ day of \_\_October\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_Jeremy Bass\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

1

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

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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  
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Defendants.

Case No. CV35-24-1063

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

**DEMAND FOR JURY**

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

16 **I. INTRODUCTION**

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

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

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

## 10 II. ARGUMENTS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 21 day of October 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se

---

Signature

13 CERTIFICATE OF MAILING  
14

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

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

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

Jeremy L. Bass  
Defendant

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_21\_ day of \_\_October\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_Jeremy Bass\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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LLC,

Plaintiff,

vs.

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Defendants.

Case No. CV35-24-1063

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

**DEMAND FOR JURY**

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

16 **I. INTRODUCTION**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### IV. CONCLUSION

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

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

Dated this 21 day of October 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se

Signature

**CERTIFICATE OF MAILING**

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

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

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

Jeremy L. Bass  
Defendant

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_21\_ day of \_\_October\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_Jeremy Bass\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

ppJeremy L. Bass, Pro Se  
1515 2<sup>nd</sup> Ave  
Lewiston, ID 83501-3926  
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Defendants.

Case No. CV35-24-1063

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

**DEMAND FOR JURY**

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

**I. INTRODUCTION**

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

## II. RESPONSE TO ALLEGED MISREPRESENTATIONS

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

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

### B. Specific Allegations Addressed

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

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

#### 2) Citation to Kane v. Union State Bank

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

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

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

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

### 3 III. SHEPARD'S CITATIONS REPORT ANALYSIS

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

7 *1) Plaintiffs' Motion for Summary Judgment*

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

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

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

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

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

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

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

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

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

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

#### 9 V. CONCLUSION

10 Defendant respectfully requests that the Court:

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

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

Dated this 21 day of October 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se

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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 21<sup>st</sup>, 2024, at the following email address and postal address:

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

3

Jeremy L. Bass  
Defendant

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_21\_ day of \_\_October\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_Jeremy Bass\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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

DPW Enterprises LLC and Mountain Prime 2018  
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current  
occupant, and Unknown Parties in  
Possession of the real property commonly  
known as 1515 21<sup>st</sup> 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 21<sup>st</sup> Avenue, Lewiston, ID 83501**, following an attempted trustee's sale  
20 from a non-judicial foreclosure. The Trustee's sale is a publicly held auction, with the one in  
21 contention having been held on February 29th, 2024, on the front steps of the Nez Perce County  
22 Court House.

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

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

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

## II. SUPPLEMENTAL CASE LAW

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

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

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

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

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

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

#### 11 **Court's Decision:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Conclusion:**

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

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

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

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

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

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

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

#### Court's Decision:

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

#### Application to Defendant Bass' Case:

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

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

1. Limitations of Good Faith Purchaser Protections:



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

## 2. Void Sales Due to Substantive Defects:

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

## 3. Bidder’s Involvement in Rigging the Auction:

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

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

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

8 **Conclusion:**

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

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

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

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

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

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

28 **Court's Decision:**

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

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

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

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

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

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

##### **2. Improper Foreclosure Actions:**

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

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

### 3. Sale for Less Than Fair Market Value:

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

### Conclusion:

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

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

#### Explanation of *Taylor v. Just*:

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

#### Key Facts of the Case:

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

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

#### **Court's Decision:**

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

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

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

#### **Key Legal Points from *Taylor v. Just*:**

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

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

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

## 2. Good Faith Purchaser Status:

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

## 3. Impact on Ejectment Proceedings:

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

## Legal Principles Highlighted:

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

1       • **Good Faith Purchaser Protections:**

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

7       **Conclusion:**

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

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

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

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

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

13          Bass from the property is without legal basis.

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

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

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

3        **Strict Compliance and Material Irregularities:**

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

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

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

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

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

27       **Court's Decision:**



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

#### Application to Defendant Bass' Case:

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

#### Key Legal Points from *Spencer v. Jameson*:

##### 1. No Requirement to Prove Actual Harm:

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

##### 2. Material Irregularities in the Foreclosure Process:

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

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

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

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

#### Legal Principles Highlighted:

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

#### Conclusion:

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

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

### 6 **III. CONCLUSION**

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

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

Dated this 6<sup>th</sup> 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 6<sup>th</sup>, 2024, at the following email address and postal address:

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

Jeremy L. Bass  
Defendant/ Perforce Pro Se

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT

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

On the 6<sup>th</sup> day of November, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same. IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Jeremy L. Bass, Perforce Pro Se  
1515 21<sup>st</sup> 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 21<sup>st</sup> Avenue, Lewiston,  
Idaho 83501

Defendants.

Case No. CV35-24-1063

**MOTION FOR RECONSIDERATION**

**DEMAND FOR JURY**

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

**I. Grounds for Reconsideration**

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

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

2. Failure to Consider Material Disputes of Fact:

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

*MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AS AGAINST*

1 *DEFENDANT JEREMY L. BASS* through filings titled *DEFENDANT'S RESPONSE TO*  
2 *PLAINTIFF'S ALLEGATIONS IN SECTION C, DEFENDANT'S RESPONSE TO PLAINTIFF'S*  
3 *ALLEGATIONS IN SECTION D, and DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS*  
4 *IN SECTION E*, were submitted within a limited timeframe due to service by Plaintiffs  
5 occurring some time mid-day on Sunday, the 20<sup>th</sup> 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 22<sup>nd</sup> of October 2024. These responses were rejected without  
8 proper review despite raising significant procedural questions regarding notice and  
9 procedural integrity.

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

14 3. Prejudice to Defendant and Manifest Injustice:

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

18 **II. Procedural Grounds for Filing**

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

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

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

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

### III. Relief Sought

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

Dated this 6<sup>th</sup> 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 6<sup>th</sup>, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com [✓]

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

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

---

Ken Nagy

Idaho Legal Aid Services, Inc.

Email: [kennagy@idaholegalaid.org](mailto: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 6<sup>th</sup> day of November, 2024, before me, the undersigned Notary Public,  
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_



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

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

DPW Enterprises LLC and Mountain Prime 2018  
LLC,

Plaintiff,

vs.

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

Defendants.

Case No. CV35-24-1063

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

**DEMAND FOR JURY**

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

15 **I. Basis for Stay**

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

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

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

### III. Relief Sought

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

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

Signature

# CERTIFICATE OF MAILING

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

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

Ken Nagy  
Idaho Legal Aid Services, Inc.  
Email: [kennagy@idaholegalaid.org](mailto: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 6<sup>th</sup> day of November, 2024, before me, the undersigned Notary Public,  
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that s/he executed the same.  
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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

DPW Enterprises LLC and Mountain Prime 2018  
LLC,

Plaintiff,

vs.

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

Defendants.

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

**DEMAND FOR JURY**

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

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

1 I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## 6 II. STANDARD OF REVIEW

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

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

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

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

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

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

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

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

### 20 III. STATEMENT OF UNDISPUTED FACTS

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

#### 23 1. Purchasing of the Property

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

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

3 2. Letter of Full Reconveyance

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

10 3. Conspiracy To Commit Mortgage Fraud

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

15 4. Wrong Instrument foreclosed on

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

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

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

22 6. Redirection of Rental Payments

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

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

#### IV. STATEMENT OF MATERIAL FACTS IN DISPUTE

##### 1. The Auction Was Proper

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

##### 2. Plaintiffs Were Not Bona Fide Purchasers

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

##### 3. Verbal Agreement to Purchase the Property

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

##### 4. Foreclosure Conducted on the Wrong Instrument

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

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

### 5. Incomplete Eviction Notices

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

## V. LEGAL ANALYSIS

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

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

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

### B. Trustee's Fiduciary Duty

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

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

### 3 C. Breach of Contract

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

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

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

1 D. The Improper Foreclosure Process

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

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

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

20 E. Conflict of Interest with IDEA Law Group

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



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

F. Relevant Idaho and Federal Laws Governing Auctions

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

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

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

3 VI. CONCLUSION

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

10 TABLE OF AUTHORITIES

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

Dated this 15 day of October 2024.

Respectfully submitted,  
Jeremy L. Bass  
Defendant/ Pro Se

\_\_\_\_\_  
Signature

11 CERTIFICATE OF MAILING

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

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

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

Jeremy L. Bass  
Defendant

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Signature

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_15\_ day of \_\_October\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_Jeremy Bass\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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