

Details of the case

notes

Since they got the win on the summary judgment, though, they have been quiet. They have not set a hearing date for the judge to hear and decide on the co-defendant's portion of the suit. It may be because the main defendant files his motion for reconsideration since it's a partial judgment, making it an interlocutory judgment, which you can't appeal without permission, but you can file the motion for reconsideration first before filing the appeal request which if the district judge doesn't at the least rescind the order on the judgment so it can at minimum go to trial, then it will be taking to the Idaho supreme court which can then if they want take the case or at least remand it back to be adjudicated but it's thought that there are many questions that can be asked, and laws challenged may be. It's hard because Mr. Bass has to be a Perforce Pro Se litigant, and he has to raise to the level of not only having a postdoctoral in law but practice time under his belt. That Mr. Bass has kept them from taking his house for nearly 4 years now says a lot. That he kept the trustees at bay for nearly a year while lining up the securing of the house to remove it from the playing field while he battled it was a good try. The tenant pays 700 in rent, but over 450 of that comes from Idaho state housing; they stopped giving Mr. Bass the rent, which is Mr. Bass' income and what he pays the utilities with for the tenant and has still had to keep the place up. Mr. Bass may have yet to find a firm, but he did get to talk with the Jr. Prosecutor at the PA's office, and after telling him everything, he did tell me if it was him, he would suggest I didn't leave until a case crosses his desk. The local cops, though, think it's civil even though there are 10-15 civil and criminal violations under Idaho law and 15-20 civil and criminal violations under federal. The plaintiffs are busy trying to make Mr. Bass look like he is some bum not paying his mortgage, and even the judge doesn't buy that after 100 some-odd firms, instead that Mr. Bass is Perforce Pro Se by choice, not that he has had the money to pay off the house, to pay for a lawyer, and has done the right things and reported with tons of evidence. Yet it is feared that the likely next move of the plaintiffs is to risk sanctions by trying to move to have Mr. Bass labeled a vexatious litigant as defined in I.C.A.R. 59. Mr. Bass is working on drafting counters to it, but he has to spend day and night researching and trying to better his showing so they will stop thinking he just didn't make payments and see the issues past the other side always saying, "Trust me bro" type responses.

conditions

1. There is no break in the title where we don't know who was on the property, but there were 2 loans doubled up. What is important is that they reconveyed the property as a way to mask their fraud. But by the dates and the attestation to on the reconveyance saying that the trustee confirmed that the property loan was paid off in full and I owed nothing on the property for that first note. That second note is one they say Mr. Bass took out on my own to pay off the FHA loan with an FHA loan. The question is, where did the money go if they had the property paid off then I took out a loan, but I never got the money, so where did that money go?
2. Mr. Bass has contacted over 100 firms in ID, WA, and OR and has only been told that there is a conflict of interest. The developer who tried to scare me into selling them ahead of the public auction told me that the reason why I was having a hard time was that the bank played a round-robin with the firms making the contracts, so they made it a conflict of interest. He is Perforce Pro Se because of this issue. Even Idaho State Legal Aid (ISLA) said they had a conflict of interest, and oddly enough, they are representing the tenant, who is the co-defendant, Mr. Pike, but ISLA can't touch Mr. Bass. He has no choice at this point but to bootstrap and rise past the postdoctoral in law in this narrow scope of things.
3. The "bidder" said in their own words that they conversed with the trustees and the developer who tried to scare me into selling them ahead of the public auction also told me that she and four other developers were in talks with the bank, so that is two independent people saying they were in talks with the bank/trustees before the auction. Only one developer showed up to the auction where I was there with a sign that said the auction had been rigged and they had down to the penny pre-printed checks with amounts on them, which is ludicrous to think that is how anyone would bid if they didn't think they would have the highest bid. The plaintiffs put it in the court records, the filings I attached, so it's not if they did, they did.

1. Notice Compliance

It is uncontested that the Plaintiffs complied with statutory notice requirements for the foreclosure sale under Idaho Code § 45-1506. Defendant Bass has not demonstrated any procedural defects in this regard. Notices of default and sale were properly issued, and the Defendant's challenge does not extend to alleging procedural irregularities in these specific notices.

The phrase "Defendant has not proven Plaintiffs acted in bad faith regarding the use of notices or trustee-authorized participation" is clarified here. This acknowledges that while broader allegations of collusion and pre-auction coordination remain valid, as of yet, there is no evidence suggesting the Plaintiffs manipulated the statutory notice process, which would have been covered under ISC §40-1508, but that is all it covers is any issues from noticing which is supported by the case law. The vehicle or mood to the acquired unjust enrichment is through coordinating privately before the public auction for personal gain.

2. Pre-Auction Collusion

The issue of pre-auction coordination between Plaintiffs and the trustee is **fully confirmed** and well-documented. The “SECOND DECLARATION OF DPW ENTERPRISES LLC” explicitly admits to Plaintiffs contacting the trustee to assess whether the auction was “worth attending.” This, combined with pre-printed checks for precise bid amounts, substantiates the Defendant’s claim of collusion.

The Plaintiffs’ justification that “multiple checks in varying denominations allow payment to be more tailored to the winning bid” is undermined by the evidence:

- Plaintiffs brought three pre-printed checks, including one for the **exact final bid amount down to the cent**, which raises serious concerns about pre-arranged outcomes.
- The argument that multiple denominations add flexibility fails to explain how the exact bid amount could have been predicted in advance. The rigidity of having only a few fixed options contradicts the notion of flexibility in competitive bidding.
- If bids had fallen outside these specific amounts, Plaintiffs would have faced significant limitations, further questioning the integrity of the bidding process.

These facts strongly suggest the auction was not conducted as an open and competitive public sale, as required under Idaho law. Since they were the ONLY “bidders” at the auction, if it was the Defendant, he would have bid \$5 and waited for the no one else that was there to put in a higher bid, yet... nope, they went for an amount they had to get from the trustees that the bank wanted for it which was 1/2 the fair market value, and only served the bank and “winning bidder” and no one else in the deal, but if it had gone for fair market value, then the defendant would have seen the remaining amount come to him, but in doing what they did, the bank stole Mr. Bass’s equity and the bidder got a house for 1/2 off the fair market value

3. Trustee’s Role and Payment Process

The trustee’s impartiality and role in facilitating pre-auction coordination remain central issues. Plaintiffs’ contact with the trustee to assess auction conditions and determine bid values directly implicates the trustee in undermining the integrity of the sale. These actions violate the trustee’s fiduciary duty to ensure fair competition and a transparent process. Such contact being viewed as impermissible is within the intent of the Idaho Statutes, which can be shown by the requirement of payoff amount in the notice of trustee’s sale, which gives the amount the bank wants, and the monthly rate of change, which allows people to calculate the new opening bid aka what the bank wants within a few dollars. The case cited in the judge’s opinion proves that the trustee can make audibles/ ad hocs at the start of the auction and that there is allowance to secure the corrected method of payments, which is more in line with The federal statutes as well as state statutes in regards to public auctions, and trustee’s sales which basically, if you have a happening with the auctioning side and only one bidder directly before the auction, that would be unfair to the rest that didn’t get that same information, and it would be up to the plaintiffs to produce the recorded audio and transcripts showing that the trustee’s only give the payment amount and type and said nothing more, not through tone, not through code wording/phrasing, not through any means covertly. It’s to the point that something maybe under the title 6 - civil actions - arrest and bail section of the Idaho Code? But in short, if the side doing the auction must say something, if it’s a public auction, they must say it to all, which in that case that the judge used to rule against Mr. Bass, which you can read in his filings. It’s essential to see the details on everything presented.

The pre-printed checks provided by the Plaintiffs and accepted by the trustee are confirmed as part of the pre-arranged process. This is not a mere procedural issue but a substantive flaw that goes to the heart of the auction’s validity.

4. Title Chain and the 2009 Reconveyance

The 2009 Letter of Full Reconveyance remains an uncontested fact in the title chain. It represents a significant milestone, as it formally discharged the original deed of trust. Defendant Bass’s reliance on this document is logical, as it creates a presumption that any subsequent foreclosure would need to be based on validly recorded instruments superseding the reconveyance.

The issue is not about the validity of the reconveyance—it is undisputed—but about whether subsequent instruments are legit and valid as they did properly record some of the later documents which were needed to cover up the financial arts and crafts, whether they all superseded the reconveyance. Plaintiffs have failed to clearly document how the title chain transitioned from the reconveyance to the instrument used in the foreclosure.

5. What we are not concerned with:

Several peripheral issues have been disarmed or clarified:

1. **Eviction Notices:** While some eviction notices referenced incomplete attachments, this procedural issue is secondary and does not directly affect the validity of the foreclosure sale or title transfer.
2. **Tenant-Related Claims:** The rights of Defendant Pike or tenant-related obligations are not determinative of the foreclosure’s validity or the Plaintiff’s claim to the property.
3. Anything to do with the Mr. Pike or the tenant from the POV of the co-defendant as we are only working from Mr. Bass’ POV

6. Remaining Key Issues

The case hinges on unresolved questions directly tied to the integrity of the foreclosure sale:

1. **Collusion and Bid Rigging:** Plaintiffs' coordination with the trustee and pre-printed checks for exact bid amounts constitute substantive defects that void the sale.
2. **Clouded Title:** The Plaintiffs' failure to address how the reconveyance was superseded raises significant doubts about the legal basis of the foreclosure.
3. **Trustee/Bidder Malfeasance:** The trustee's active role in facilitating pre-auction coordination undermines its impartiality and fiduciary obligations.

Let's get a lawyer

MR. BASS CAN'T GET A LAWYER TO HELP, AND WE ARE AT A ORDERED SUMMARY JUDGMENT ALREADY, AND MR. BASS IS IN TROUBLE HERE. THIS WILL SPREAD PAST THIS CASE, BUT THERE IS NO CHANCE AT THIS TIME TO GET A LAWYER, AND THE COURT REFUSED TO HELP SOLVE THAT ISSUE.

IMPORTANT: Mr. Bass is the landlord and has been forced to pay the bills without income because the plaintiffs had the state redirect the funds from the Section 8 payments to the defendant and the plaintiffs. That is defrauding the state, and submitting records to the county is a crime when you know they are false, so it's just fraud, not constructive fraud, because the trustees duped them, then they are on the hook for the other frauds, which is why they are pushing so hard.

To be clear, Mr. Bass paid for the house on his own, and per the timeline, BoA committed massive fraud during the 2008 housing and financial crisis, in which Mr. Bass uncovered a big section that was missed. In 2020, the servicing company CMS tried to help cover it up by offering to pay Mr. Bass 100\$ to sign a deed of trust and new paperwork that was back-dated to 2012 with their names on it, even though BoA was servicing the loan until 2017 so CMS was trying to get Mr. Bass to sign doctored papers with wrong information on it dated for 2012, almost 8 years later with his Ex wife's name on it which is 100% not supposed to be there so there was 0 way for Mr. Bass to have signed it, which is good since it would have made him guilty of mortgage fraud with CMS.

It's important that the timeline is central because it is the details of the dates that help prove the frauds and the knowledge had by people in the parties involved. Also, the lease is just to provide cover for the tenant if Mr. Bass loses as he wanted to make sure that Mr. Pike was not going to be left out in the cold, but instead either have 2 years of protection or a big payout by the bidder's own say they bought Mr. Bass' place, as per the files attached, the notice to eviction, they don't want either Mr. Bass in the property nor have a tenant as they want to flip it and move on.

When Mr. Bass bought the property, he was married, but it was under him only, and his ex-wife made the quick claim, releasing all rights to Mr. Bass. The "communal property" mentioned in the lease is in reference to how the basement is rented out by Mr. Bass as he rented the basement since he lived alone after losing his kids and having two ex-wives in the end. The "Communal property" is just how the two people rented the two rooms in the basement and how the shared spaces were to be viewed since Mr. Bass was renting the private rooms that had the shared bathroom, living room, and so on, and that he had to go into the basement for the laundry which he provided.

IT'S SUPER IMPORTANT TO READ ALL OF THE SOURCE FILES AS THE CURRENT STATE OF THE CASE, HOW THE JUDGE IS CURRENTLY SEEING THE CASE, HOW THE PLAINTIFFS ARE FRAMING IT, AND WHAT MR. BASS HAS DONE TO GAIN THE UPPER HAND.

ALSO, THE PART WITH THE PLAINTIFF vs CO-DEFENDANT, WILL HAVE NOTHING TO DO WITH THE THE MAIN CASE FOR THE HOUSE BETWEEN PLAINTIFF vs DEFENDANT'S AND THAT PART OF THE CASE.

Key Points for the Defense:

1. Invalid Trustee's Sale:

- Procedural violations in the foreclosure process, including lack of proper notice, questionable appointment of trustees, and lack of impartiality.
- Collusion with local developers and rigged auction processes (AFFIDAVIT-IN-SUPPORT-OF...) (amended - complaint - 2...) (letter to the Gs).

2. Fraudulent Documentation:

- Multiple instances of backdated documents by Carrington Mortgage Services (CMS) to 2012 despite being created in 2021.
- Documents contain names of unrelated parties (e.g., ex-wife), raising questions about authenticity (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Lack of original ("wet ink") documentation to substantiate claims (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT IN SUPPORT OF...).

3. Letter of Full Reconveyance:

- A 2009 reconveyance letter purportedly paid off the original loan, voiding subsequent foreclosure actions.
- Defendants failed to account for or justify why this reconveyance is being ignored (amended - complaint - 2...) (AFFIDAVIT IN SUPPORT OF...).

4. Failure to Adhere to Federal Statutes:

- Violations of CARES Act provisions during forbearance, including overextending the period and imposing fees (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
 - Breaches of the Real Estate Settlement Procedures Act (RESPA) in transferring servicing rights and notifying borrowers (amended - complaint - 2...) (AFFIDAVIT IN SUPPORT OF...).
5. **Breach of Contract and Fiduciary Duty:**
- Contradictions in loan documents and unauthorized loan modifications increased debt rather than reducing it.
 - Mishandling of reconveyance and mortgage servicing agreements (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...).
6. **Auction Misconduct and Collusion:**
- Auction sale involved a single bidder allegedly colluding with BoA to purchase the property at a suppressed price.
 - Violations of Sherman Antitrust Act and Idaho Consumer Protection Act due to price fixing and coercion (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).
7. **Evidence of Fraudulent Enrichment:**
- Creation of a second deed of trust and promissory note without borrower consent, effectively doubling debt.
 - Attempts to legitimize this through coerced signing of backdated agreements (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...).
8. **Ongoing Violations and Continuing Injury:**
- Actions demonstrate a pattern of systematic fraud extending over years, potentially invoking RICO Act violations.
 - Defendants' behavior supports arguments for tolling the statute of limitations under doctrines of discovery, fraudulent concealment, and continuous violation (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...).
9. **Violation of Consumer Protection and Lending Laws:**
- Breaches of the Truth in Lending Act, Idaho Consumer Protection Act, and federal fair lending regulations (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).
10. **Tenant's Rights Under PTFA:**
- Violations of the Protecting Tenants at Foreclosure Act (PTFA), which mandates a 90-day notice period for eviction following foreclosure (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).
11. **Unjust Enrichment:**
- Defendants gained financially from backdated documentation, coerced agreements, and inflated debt balances (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
12. **Evidence of Broad Systemic Abuse:**
- Pattern of misconduct parallels other cases involving BoA, Carrington, and affiliated entities, reinforcing systemic fraud (amended - complaint - 2...) (letter to the Gs).

Violations and Allegations Specific to the Case:

1. **Foreclosure Auction Misconduct:**
- The foreclosure auction was allegedly rigged with a single bidder, a local developer who had previously attempted to coerce a below-market sale.
 - Sale price (\$165,346.71) was significantly below the fair market value (\$311,515.50) **[windfall of \$146,168.79 !!]**, giving a potential deal that pays for itself; it raises collusion concerns.
 - [Zillow.com](#): \$319,000
 - [Redfin.com](#): \$302,433
 - NPC Tax Appraiser: \$305,629 as of 2023
 - [Trulia.com](#): \$319,000
 - Premature lifting of an agreed suspension on foreclosure (letter to the Gs).

loss in equity

Data:

- **Original Purchase Price:** \$148,000.00
- **Remaining Loan Balance:** \$165,346.71
- **Current Market Value:** \$311,515.50
- **Foreclosure Sale Price:** \$165,346.71

Step 1: Equity at Current Market Value

{Current Market Value} - {Remaining Loan Balance} = {Equity at Market Value}

\$311,515.50 - \$165,346.71 = \$146,168.79

Step 2: Equity After Foreclosure Sale

{Foreclosure Sale Price} - {Remaining Loan Balance} = {Equity After Foreclosure Sale}

\$165,346.71 - \$165,346.71 = \$0

Step 3: Loss in Equity

{Equity at Market Value} - {Equity After Foreclosure Sale} = {Loss in Equity}

\$146,168.79 - \$0 = \$146,168.79

Result:

- **Equity at Market Value:** \$146,168.79
- **Equity After Foreclosure Sale:** \$0
- **Loss in Equity:** \$146,168.79

Loss in Equity: \$146,168.79

1. Deceptive Practices by BoA and Carrington:

- Presentation of backdated documents (2021 papers dated 2012) and coercive attempts to legitimize fraudulent actions.
- Bribery attempts to secure compliance with backdated agreements (letter to the Gs).
- Engagement in unauthorized loan modifications and imposition of unjustified fees in violation of the CARES Act and RESPA (letter to the Gs).

2. Pattern of Financial Discrepancies:

- Discrepancies between reported and actual loan balances, indicating inflated mortgage figures.
- Creation of a second deed of trust and promissory note, effectively doubling debt without borrower consent (letter to the Gs).

3. Breach of Agreement:

- BoA violated an explicit agreement to postpone foreclosure proceedings.
- Coerced attempts to sign backdated documents and concealment of a reconveyance (letter to the Gs).

Broader Systemic Issues and Allegations:

1. Systematic Fraud and Collusion:

- Allegations of coordinated efforts between BoA, Carrington, and local developers to manipulate property auctions (letter to the Gs).
- Indications of broader fraudulent practices that mirror nationwide patterns (letter to the Gs).

2. Violations of Multiple Laws:

- Idaho Consumer Protection Act violations due to unfair and deceptive practices.
- Violations of federal antitrust laws (Sherman Antitrust Act) through price fixing and auction rigging.
- Mortgage fraud and potential RICO Act violations involving financial manipulation (letter to the Gs).

3. Evidence of Financial Crimes:

- Inflated mortgage values used to manipulate stock prices.
- Possible securities fraud through deceptive reporting of financial health (letter to the Gs).

4. Continued Unjust Enrichment:

- Defendants continue to benefit financially through fraudulent practices, highlighting ongoing violations (letter to the Gs).

5. Widespread Legal and Ethical Breaches:

- Violations include truth-in-lending disclosures, fair debt collection practices, and consumer data protection laws (letter to the Gs).

Specific Legal Violations Highlighted:

- Consumer Financial Protection Act (CFPA) violations.
- Truth in Lending Act (TILA) violations.
- Sherman Antitrust Act violations (collusion and coercion).
- Real Estate Settlement Procedures Act (RESPA) breaches.
- Sarbanes-Oxley Act and Securities Fraud violations.
- Fair Debt Collection Practices Act (FDCPA) breaches.
- Wire and Mail Fraud (18 U.S.C. §§ 1341, 1343).
- RICO Act violations (18 U.S.C. § 1961).
- Idaho-specific statutes including Idaho Consumer Protection Act and Unfair Trade Practices Act (letter to the Gs).

Additional Systemic Allegations:

1. Conspiracy with Local Developers:

- Allegations that BoA and Carrington conspired to suppress property values at auction (letter to the Gs).

2. Failure to Audit or Correct Known Errors:

- BoA failed to investigate or rectify erroneous filings and practices, as evidenced by prior settlements for similar misconduct (letter to the Gs).

3. Broader Public Impact:

- Claims that this case reflects a nationwide pattern of homeowner exploitation and financial misconduct (letter to the Gs).

Genuine Issues of Material Fact Favorable to Mr. Bass:

1. Validity of the Trustee's Sale:

- Whether the trustee's sale adhered to the statutory requirements under Idaho Code § 45-1506, specifically concerning notice, impartiality, and public auction processes.
- Part of following the statutory requirements under Idaho Code § 45-1506 means they are beholden to the same conditions. They should know not to take phone calls and that it would be a conflict of interest. After all, they are lawyers, and they have been all telling me there is a conflict of interest.
- Whether collusion with local developers suppressed the auction price, evidenced by the low sale price and pre-auction coercion attempts (letter to the Gs).

2. Letter of Full Reconveyance:

- The effect of the 2009 Letter of Full Reconveyance, which purportedly satisfied the original loan and invalidated subsequent foreclosure actions (amended - complaint - 2...) (AFFIDAVIT IN SUPPORT OF...).
- Whether Defendants knowingly disregarded this reconveyance to pursue foreclosure.

3. Backdated Documentation:

- Whether the documents presented by Carrington Mortgage Services in 2021, dated to 2012, are fraudulent and intended to legitimize an invalid second deed of trust (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Whether attempts to coerce Mr. Bass into signing backdated agreements constitute fraudulent or unfair practices.

4. Creation of the Second Deed of Trust and Promissory Note:

- Whether the creation of a second deed of trust and promissory note without Mr. Bass's knowledge or consent is a breach of contract and/or fraud (AFFIDAVIT IN SUPPORT OF...).
- Whether this doubled debt improperly enriched the Defendants.

5. Loan Modifications and Fees:

- Whether Defendants violated the CARES Act by imposing unjustified fees during the forbearance period and extending the forbearance beyond allowable limits (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Whether the terms of the 2022 loan modification papers, including a reset to 30 years and an unexplained \$1,500 fee, were unconscionable or unenforceable (AFFIDAVIT IN SUPPORT OF...).

6. Notification of Changes in Servicing and Trusteeship:

- Whether the Defendants failed to provide proper notice of loan servicing transfers and trustee appointments as required under RESPA and Idaho law (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT IN SUPPORT OF...).

7. Auction Price and Collusion:

- Whether the 165,000 auction price was artificially suppressed through collusion with local developers, compared to the property's fair market 275,000 (letter to the Gs).
- Whether the auction's single bidder was a pre-arranged buyer working with Defendants to undervalue the property.

8. Breach of Agreement to Suspend Foreclosure:

- Whether Defendants breached a verbal or written agreement to suspend the foreclosure pending resolution of Mr. Bass's financial situation or legal claims (letter to the Gs).

9. Discrepancies in Loan Balances and Records:

- Whether the discrepancies in the reported loan balance reflect fraudulent accounting practices or violations of lending regulations (letter to the Gs).
- Whether the Defendants failed to explain why balances increased contrary to amortization schedules (AFFIDAVIT IN SUPPORT OF...).

10. Fraudulent Concealment of Information:

- Whether Defendants actively concealed material facts about the loan, the reconveyance, and the foreclosure process, tolling the statute of limitations under the doctrines of discovery, fraudulent concealment, or continuing violation (AFFIDAVIT-IN-SUPPORT-OF...).

11. Tenant's Rights:

- Whether Dwayne Pike's lease, signed on February 28, 2024, is enforceable under the Protecting Tenants at Foreclosure Act (PTFA), requiring a minimum 90-day notice before eviction (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).

12. BoA's Historical Misconduct:

- Whether BoA's established history of systemic fraud and settlements for similar issues strengthens the claim of a pattern of behavior affecting Mr. Bass (letter to the Gs).
- Whether BoA's failure to audit or correct errors after similar incidents constitutes negligence or bad faith.

Relevance to the Defense:

These issues highlight procedural violations, breaches of contract, fraudulent conduct, and systemic patterns of abuse by the Defendants, creating a strong basis to question the validity of their claims and shift the balance in favor of Mr. Bass.