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

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 st 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.

I. INTRODUCTION

For the plaintiffs there is only one question that matters, everything else is superfluous; are the plaintiffs bona fide purchasers. While this response will address all of the plaintiffs' arguments, the question of bona fide purchaser status is dispositive. The answer is clear: No, the plaintiffs were not bona fide purchasers. This status is denied for the following reasons:

1. Auction Rigging: The plaintiffs knowingly participated in an auction that was rigged in their favor. The auction was not conducted in a fair or competitive manner, violating both state and federal laws.
2. Plaintiffs' Awareness of Property Issues: Plaintiffs were fully aware of legal defects affecting the property. Defendant Bass was present at the auction with a sign stating these issues. This prior knowledge disqualifies the plaintiffs from claiming bona fide purchaser status.
3. Direct Intimidation by the Buyers: Before the auction, individuals acting on behalf of the plaintiffs attempted to coerce Defendant Bass into selling directly to them. These actions included boasting that the auction was rigged and trying to intimidate Defendant Bass into selling under duress.
4. Trustees' Awareness of Auction Issues: The trustees were aware of issues with the auction process and with the property itself, yet they allowed the auction to proceed, demonstrating a breach of fiduciary duty.
5. Absence of Competitive Bidders: The plaintiffs were the only bidders at the auction, arriving with pre-printed checks, further showing that the auction was prearranged for their benefit, contrary to the principles of a public auction.
6. Public Notice of Property Issues: For two years, a 24-inch x 48-inch poster has been prominently displayed in the property's window, visible from the sidewalk, detailing

1 the legal issues with the property. Plaintiffs could not have participated in the
2 auction without knowledge of these issues.

- 3 7. Auction on the Wrong Instrument: The auction was initiated on an incorrect
4 instrument, rendering the foreclosure process invalid from the outset. The use of the
5 wrong instrument makes the foreclosure and subsequent sale legally impermissible.

6 Because the plaintiffs knew of the property's issues and participated in a rigged auction,
7 their claim to bona fide purchaser status is unsupported. While the plaintiffs may have paid
8 funds to obtain the property, all parties involved knew there were legal defects with the title. The
9 bank should have first sought to quiet the title, but instead chose to proceed with an improper
10 foreclosure. This "fake it till you make it" approach must not be rewarded, and any financial
11 losses incurred by the plaintiffs must be addressed with the bank, not Defendant Bass.

12 Moreover, Defendant Bass must assert that no complete eviction notice was ever properly
13 served. The two eviction notices provided by the plaintiffs were incomplete, directing Defendant
14 Bass and Defendant Pike to review an attached deed that was never included. The first time a
15 complete copy of an eviction notice was seen was in the plaintiffs' court filings. Therefore, no
16 valid eviction process can be based on incomplete and defective notices.

17 Mr. Pike, for his part, has complied with his lease obligations. He has continued paying for
18 utilities such as water, sewer, garbage, electricity, and internet services. Any claims of non-
19 payment by the plaintiffs are unfounded, as Idaho Housing and Finance Association (IHFA)
20 erroneously redirected his rent payments to the plaintiffs. This redirection of rent was out of Mr.
21 Pike's and Defendant Bass' control and does not constitute non-payment.

22 II. STANDARD OF REVIEW

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

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

5 Summary judgment is only appropriate where no genuine issues of material fact exist, and
6 the moving party is entitled to judgment as a matter of law. See *Sewell v. Neilsen, Monroe, Inc.,*
7 *109 Idaho 192, 707 P.2d 81 (Ct. App. 1985)* and *Ambrose v. Buhl Joint School Dist. 412, 126 Idaho*
8 *581, 887 P.2d 1034 (1994).* The moving party bears the burden of establishing the absence of a
9 genuine issue of material fact. When reviewing the facts, the court must construe all inferences
10 and disputed facts in favor of the non-moving party. See *Wright v. Parish, 531 P.3d 1115 (Idaho*
11 *2023).*

12 In addition to this general standard, Idaho law imposes further requirements when
13 addressing claims of bona fide purchaser status, auction rigging, and wrongful foreclosure. A
14 party claiming bona fide purchaser status must demonstrate that they had no knowledge of
15 defects in title, acted in good faith, and provided valuable consideration for the property. See
16 *Pines Grazing Ass'n v. Flying Joseph Ranch, LLC, 151 Idaho 924, 265 P.3d 1136 (2011).* Similarly, a
17 valid public auction must comply with state and federal antitrust laws, particularly regarding bid
18 rigging and collusion, as defined by *Section 1 of the Sherman Antitrust Act (15 U.S.C. § 1)* and
19 *Idaho Code § 48-104.*

20 Additionally, *Chandler v. Hayden, 215 P.3d 485, 147 Idaho 765 (Idaho 2009)* holds that the
21 burden lies with the party asserting an affirmative defense—such as fraud, wrongful foreclosure,
22 or invalidity of the trustee’s sale—to provide specific and probative evidence to withstand
23 summary judgment.

1 To forestall summary judgment, the non-moving party must offer more than a scintilla of
2 evidence, and must do more than raise the "slightest doubt" as to the facts. See *Petricevich v.*
3 *Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969)*. Evidence must be substantial and not
4 based on speculation or conjecture, as noted in *Edwards v. Conchemco, Inc., 111 Idaho 851, 727*
5 *P.2d 1279 (Ct. App. 1986)*.

6 III. STATEMENT OF UNDISPUTED FACTS

7 Plaintiffs' Purchase at Trustee's Sale: Plaintiffs claim to have purchased the property at a
8 trustee's sale on February 29, 2024, for \$165,346.71, based on a recorded Trustee's Deed on March
9 4, 2024.

10 Letter of Full Reconveyance: A Letter of Full Reconveyance was issued and recorded on
11 November 10, 2009, indicating the satisfaction of the loan secured by the original Deed of Trust.

12 Redirection of Rental Payments: Idaho Housing and Finance Association (IHFA) was
13 contacted by the plaintiffs to redirect rent payments intended for Mr. Pike's lease obligations to
14 the plaintiffs instead of Defendant Bass.

15 IV. STATEMENT OF MATERIAL FACTS IN DISPUTE

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

21 Plaintiffs Were Not Bona Fide Purchasers: Plaintiffs cannot claim bona fide purchaser
22 status due to their awareness of the rigged nature of the auction and title defects, including the
23 Letter of Full Reconveyance. A bona fide purchaser cannot have prior knowledge of irregularities
24 in the title or auction process.

1 Verbal Agreement to Purchase the Property: A verbal agreement existed between
2 Defendant Bass and the bank to allow for the purchase of the property prior to foreclosure. This
3 is evidenced by property tax and homeowner's insurance payments made by Defendant Bass in
4 furtherance of this agreement. The auction should never have occurred given the existing
5 agreement.

6 Foreclosure Conducted on the Wrong Instrument: The foreclosure was initiated using an
7 incorrect Deed of Trust, as evidenced by backdated loan documents and an improper
8 substitution of trustees without proper notice to Defendant Bass. The foreclosure process was
9 therefore void under *Idaho Code § 45-1508*.

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

16 V. LEGAL ANALYSIS

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

18 Under *Idaho Code § 45-1504*, a trustee's sale must be conducted as a public auction.

19 Black's Law Dictionary defines a public auction as:

20 *"An auction held openly, allowing all qualified bidders to participate, with the sale going*
21 *to the highest bidder. Public auctions are typically advertised in advance, and the rules*
22 *are established to promote transparency and fairness."*

23 This definition underscores that a public auction must be open to the public, conducted
24 fairly, and free from collusion or preferential treatment. In *Kane v. Union State Bank, 21 F.*

1 *Supp. 225 (D. Idaho 1937)*, the court held that a public auction must foster competitive
2 bidding, preventing any collusion among bidders. In the current case, the auction was
3 fixed to the plaintiffs' advantage, violating these fundamental principles.

4 B. Trustee's Fiduciary Duty and Breach of Contract

5 A trustee has a fiduciary duty to act impartially and fairly for all parties involved in a sale.
6 In this case, the trustee failed to act in good faith by allowing the auction to proceed
7 despite being made aware of serious irregularities in the foreclosure process.
8 Furthermore, Carrington Mortgage Services breached a verbal agreement with Defendant
9 Bass, which allowed for a payoff in lieu of foreclosure. By conducting the auction despite
10 this agreement, the trustee and mortgage servicer violated the terms of the agreement
11 and failed to act impartially.

12 C. The Improper Foreclosure Process

13 The auction was not only conducted on improper grounds, but the entire foreclosure
14 process was invalid from the start. The foreclosure was based on the wrong instrument, as
15 evidenced by backdated and improper loan documents. Under *Idaho Code § 45-1508*, the
16 trustee's sale cannot be valid if based on a defective or fraudulent deed of trust.

17 D. Conflict of Interest with IDEA Law Group

18 The IDEA Law Group, which acted as the trustee in the foreclosure, has significant conflicts
19 of interest due to its relationships with Carrington Mortgage Services. Lawyers from both
20 entities regularly participate in industry events and serve on shared boards, which calls
21 into question the impartiality of the trustee's role. This conflict of interest further
22 undermines the validity of the foreclosure and auction process, as it suggests that the
23 trustee acted in favor of Carrington rather than impartially.

1 E. Relevant Idaho and Federal Laws Governing Auctions

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

- 4 1. **Idaho Code § 45-1506:** Specifies the procedural requirements for non-judicial
5 foreclosures, including proper notice and timing. Failure to comply with these
6 requirements can render an auction invalid. See *Wells Fargo Bank, N.A. v. Renz*, 124
7 *Idaho 885 (1993)*.
- 8 2. **Idaho Code § 55-809:** Requires that all deeds, mortgages, and instruments
9 affecting real property be recorded. In this case, the Trustee's Deed was not
10 properly recorded, further casting doubt on the foreclosure's legality.
- 11 3. **11 U.S.C. § 704:** Establishes the duties of trustees in bankruptcy, including the
12 collection and distribution of assets, emphasizing the necessity of conducting
13 auctions fairly and in accordance with the law.
- 14 4. **15 U.S.C. § 78fff:** Governs the duties of trustees conducting asset sales,
15 underscoring the importance of impartiality and transparency in the auction
16 process.
- 17 5. **12 U.S.C. § 1821:** Mandates that auctions conducted by the Federal Deposit
18 Insurance Corporation (FDIC) must be open and transparent, offering clear federal
19 standards for conducting public auctions that ensure fairness.

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

22 VI. CONCLUSION

23 For the foregoing reasons, there exist genuine disputes of material fact regarding the
24 rigged auction, plaintiffs' knowledge of said rigging, the invalid foreclosure, and the existence of

a prior agreement between Defendant and the bank. Plaintiffs cannot claim bona fide purchaser status due to their prior knowledge of title defects and auction irregularities. Accordingly, this Court should deny Plaintiffs' Motion for Summary Judgment and permit this case to proceed to trial, where these factual disputes can be resolved.

TABLE OF AUTHORITIES

US CODE:

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

RULES:

Idaho Rules of Professional Conduct 1.7, CONFLICT OF INTEREST 4

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

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

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

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _13_ day of __August__, 2024, before me, the undersigned Notary Public, personally appeared __Jeremy Bass__, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____