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

JEREMY L. BASS,

Plaintiff,

vs.

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

Defendants.

Case No. CV35221875

**AFFIDAVIT IN SUPPORT OF
COMPLAINT
– CARRINGTON INTERACTIONS**

DEMAND FOR JURY

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11 COMES NOW Plaintiff, JEREMY L. BASS, AND PROVIDES THIS AFFIDAVIT IN SUPPORT OF THE
12 COMPLAINT AND MOTIONS in regards to his knowledge of events and everything he believes to be
13 true regarding interactions with Carrington Mortgage. The reason for this affidavit is to help meet
14 the page limits defined in District Local Rule Civ 7.1 (Civil) [v. 4].

15 I, Jeremy L. Bass, Pro Se, hereby makes the following statements of fact as to his personal
16 knowledge and attests the same to be true to the best of his knowledge:

- 17 1. Carrington had been servicing Mr. Bass' account from approximately 2015 as far as Mr.
18 Bass recalls.
- 19 2. Mr. Bass saw that not only was Mr. Bass' ex-wife's name all over the papers.
- 20 3. Carrington's name was also all over the papers, despite the fact that they were not Mr.
21 Bass' loan servicer for BoA until a couple of years later.

- 1 4. Carrington backdated the documents to 2012, even though it was 2021. Backdating
2 documents can be considered a fraudulent activity, which might potentially be relevant
3 in a civil RICO claim under *18 U.S.C. §§ 1961-1968*.
- 4 5. As Mr. Bass paused to look into the matter, Carrington sent Mr. Bass several new versions
5 of the paperwork.
- 6 6. Carrington offered Mr. Bass a \$100 bribe (hereinafter "THE BRIBE", "BRIBING"), which
7 could be considered coercion under contract law principles, potentially rendering the
8 contract voidable or unenforceable under the *Restatement (Second) of Contracts § 175*
9 *(1981)*.
- 10 7. Carrington called Mr. Bass every other day for months while the forbearance was in
11 place.
- 12 8. Carrington sent a notary to Mr. Bass' door, trying to get Mr. Bass to sign. The notary sat
13 with Mr. Bass for 45 minutes, waiting to get Carrington on his phone to no avail, which
14 could potentially be considered an unfair or deceptive act or practice under *Idaho Code*
15 *§ 48-603*.
- 16 9. Since Mr. Bass didn't have his ex-wife with Mr. Bass, the notary left, and Mr. Bass held
17 onto his copy, which is shown in EXHIBIT AG.
- 18 10. The order of events was that in approximately December of 2021, Carrington asked Mr.
19 Bass to sign a stack of papers. After reading what they asked Mr. Bass to sign, Mr. Bass
20 found many grievances in the pile of documents, potentially violating the *Idaho*
21 *Consumer Protection Act, Idaho Code § 48-601 et seq.*
 - 22 a. This occurred near the end of Mr. Bass' forbearance under the granted to him by
23 *CARES Act, 15 U.S. Code § 9056 sec. 4022 (b)(2) foreclosure moratorium, and*
24 *consumer right to request forbearance.*

- 1 11. "Upon a request by a borrower for forbearance under paragraph (1), such forbearance
2 shall be granted for up to 180 days, and shall be extended for an additional period of up
3 to 180 days at the request of the borrower" *Forbearance under the CARES Act, 15 U.S.*
4 *Code § 9056(b)(2)* The duration of forbearance was limited at two 180 day periods for a
5 total of 360 days.
- 6 12. According to Consumer Financial Protection Bureau (CFPB) website on the page titled
7 "Extend your forbearance," it says that "You may request two additional three-month
8 extensions, up to a maximum of 18 months of total forbearance" shown on *Extending*
9 *your mortgage forbearance / Consumer Financial Protection Bureau website* shown in
10 EXHIBIT AI.
- 11 13. The forbearance Carrington put Mr. Bass through was 24 months by the end, with EXHIBIT
12 AH page 1 showing that the period was going to be extended one more month passed the
13 23 months already applied. That is six months longer than Mr. Bass should have been on
14 the forbearance.
- 15 14. On 11-16-2021 in response to odd behaviors stemming from Carrington's attempts to get
16 Mr. Bass to sign the "fresh ink" copies of backed paperwork, Mr. Bass consulted with the
17 title company, Land Title in Lewiston Idaho.
- 18 15. Land Title is who Mr. Bass knew to be the title company that he had chosen in the
19 original settlement of acquiring the PROPERTY. Mr. Bass never received any notice
20 otherwise that his choice of Trustee had been replaced. After explaining all the
21 interactions between Mr. Bass and Carrington to the Title Officer at Land Title, Mr. Bass
22 discovered the existence reconveyance and other instruments, invoking his rights under
23 the *Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. § 2601 et seq.*

1 16. Defendants admitted in court that they do not possess and will not be able to produce a
2 wet ink copy of the relevant documents.

3 17. However, Mr. Bass has a bona fide wet ink copy and can provide them physically but has
4 shown them in EXHIBIT AD as evidence in accordance with the *Best Evidence Rule*, as
5 stated in the *Federal Rules of Evidence, Rule 1002*, and the *Idaho R. Evid. 1002*.

6 18. Mr. Bass was presented with another four variants of the backdated deed of trust, and a
7 promissory note Carrington was despite for Mr. Bass to sign with the date of 2012 and
8 having Carrington's name on the loan documents even though in 2012 they were not the
9 servicer or the authorized agent for BoA which these four were presented over the
10 course of a few months starting in 2021.

11 19. In addition to the four variations of documentation related to backdating, one distinct
12 partial promissory note for \$7,392.91 was presented for signature in 2021, though the
13 papers were dated 2012.

14 20. Mr. Bass has no idea where the partial promissory note seems from, nor was it made
15 clear by Carrington or BoA where those came from.

16 21. After 15 years, Mr. Bass had gone in reverse as far as how much Mr. Bass owes compared
17 to when Mr. Bass took out the loan purportedly.

18 22. On the loan modification papers sent in April 2022, it had a partial promissory note of
19 \$14,390.38 with what appears to be an additional \$1500 with no reason for it, Mr. Bass
20 just expected to accept it, or they would foreclose on his property.

21 23. The amount in the backdated documents totaled \$150,101.91 for 2012, giving a \$3682
22 balance that only grew from 2008 to 2012 when the balance should have been closer to
23 \$116,900, which is \$33,201 off the expected balance of that time.

- 1 24. As of April 2022, Carrington was saying that Mr. Bass owed \$129,541, which is
2 approximately \$18,121 over what the Amortization Schedule would have Mr. Bass
3 estimated amount, which should be at roughly \$111,420 if everything was to have gone
4 correct starting from 2008.
- 5 25. The notes erroneously included the name "Aimee Bass." While her name was likely added
6 due to our marital status at the time of the original loan, it is inaccurate as she was never
7 a party to the loan, held any responsibility for it, or had any claim to THE PROPERTY at
8 any time. Her inclusion in the documents was incorrect.
- 9 26. Carrington mortgage stressed the importance of getting a fresh ink copy of the
10 backdated promissory notes and deed of trust for 2012 despite being in 2021.
- 11 27. Carrington felt it so necessary that Mr. Bass signed the backdated paperwork that they
12 were BRIBING Mr. Bass signed the paperwork.
- 13 28. When Mr. Bass was finally exited from the forbearance period, he was presented in 2022
14 with the mortgage modification papers from Carrington, which was the loan modification
15 not signed referenced by Mr. Newell.
- 16 29. Carrington was pushing this new loan on Mr. Bass. All urgency or interest in if the papers
17 they were backdating to 2012 were signed at all. Carrington went from bribing Mr. Bass
18 into signing the backdated 2012 versions of paperwork claimed to have been absolutely
19 necessary to sign because that is what the county needed, to skipping past that
20 purported requirement as long as I signed these new papers as I exited the forbearance.
- 21 30. Carrington presented loan modification paperwork at the end of Mr. Bass' forbearance
22 period in which there was not negotiations just a demand to sign them or be foreclosed
23 on.

1 31. It appears that Carrington tacked on an additional \$1500 fee for doing the paperwork on
2 the loan modification. That is contrary to the *CARES Act, 15 U.S. Code § 9056 sec. 4022*
3 *(c)(1)*"...no fees, penalties, or interest (beyond the amounts scheduled or calculated as if
4 the borrower made all contractual payments on time and in full under the terms of the
5 mortgage contract) charged to the borrower in connection with the forbearance..."

6 32. Carrington in the refinance paperwork took a loan with 15 years left and reset the loan to
7 30 years again, gaining 15 more years of profiting at homeowner's expense.

8 33. Carrington has been found guilty of many violations of the laws, as shown in EXHIBIT AG,
9 which include the previous accounts of actions.
10
11

Dated this 30 day of March 2023.

Respectfully submitted,
Jeremy L. Bass
Plaintiff/ Pro Se

Signature

CERTIFICATE OF MAILING

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

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

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

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

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

Jeremy L. Bass
Plaintiff

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the _21_ day of __FEBRUARY__, 2023, before me, the undersigned Notary Public, personally appeared __Jeremy Bass__, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____