

1 *Jeremy L. Bass, Pro Se*
2 *1515 2nd Ave*
3 *Lewiston, ID 83501-3926*
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FILED

2023 MAR 31 AM 11:09

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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.

PARTY OR WEEKS
CLERK OF THE DIST CT
Allen
DEPUTY

Case No. CV35221875

NOTICE OF HEARING

DATE: April 28TH, 2023
TIME: 10:00 AM PST
THE HON. JUDGE MOSMAN

TO THE CLERK OF THE COURT AND TO DEFENDANTS 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,:

PLEASE TAKE NOTICE that the Plaintiff's MOTION FOR RECONSIDERATION and any related matters at the court's discretion will be held on April 28th, at 10:00 AM PST before Judge Mosman at the Nez Perce County District Court, located at Nez Perce County District Court Courthouse, 2nd Floor, 1230 Main Street, Lewiston, ID 83501. The Clerk is instructed to note this hearing on the Court's Motion Calendar.

Parties may attend virtually. Information for virtual participation is provided below:

Join Zoom Meeting ID 95928411744

Meeting Password 12345

NOTICE OF HEARING

+12133388477, 3416180058#,,, *951885# US (Los Angeles)
8778535247,3416180058#,,, *951885# US Toll-free

1 Dial by your location
2 +1 213 338 8477 US (Los Angeles)
3 877 853 5247 US Toll-free
4 888 788 0099 US Toll-free
5 833 548 0276 US Toll-free
6 833 548 0282 US Toll-free
7 Find your local number: <https://zoom.us/u/ad6zNiyL96>

8

Dated this 31 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 NOTICE OF HEARING to Defendants on March 31th, 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
CT CORPORATION SYSTEM
1555 W SHORELINE DR
STE 100
BOISE, ID 83702

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

Jeremy L. Bass
Plaintiff


Signature

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

FILED

2023 MAR 30 P 4:25

PATTY O WEEKS
CLERK OF THE DIST CT
Amber Allen DEPUTY

6 JEREMY L. BASS,
7 Plaintiff,

8 vs.

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

9 Defendants.

Case No. CV35221875

MOTION FOR RECONSIDERATION

DEMAND FOR JURY

10 COMES NOW Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves
11 this Court to retain this case on the docket based on the additional evidence, expert witness
12 report, and the belief that there are sufficient grounds for Civil RICO claims. Mr. Bass also seeks
13 the Court's permission to amend his pleading to provide a more accurate and comprehensive
14 account of the facts and allegations pertaining to the proceedings over the property located at
15 **1515 2nd AVE. LEWISTON ID 83501-3926** (hereinafter "THE PROPERTY" or "HOUSE" fully described in
16 further reading). In support of this motion, Mr. Bass respectfully asks the Court to consider the
17 following arguments and legal authorities:

18
19 I. Introduction

20
21 1.1 The original case was dismissed due to filing technicalities and the inability to obtain legal
22 representation as a pro se litigant with the defendants controlling the clock forcing me to file

1 earlier at then I was ready for. Mr. Bass has since diligently researched and gathered additional
2 evidence, secured an expert witness, and identified potential Civil RICO claims.

3
4 1.2 Mr. Bass is making this motion to retain the case on the docket to fulfill the need for justice.
5 Despite the challenges he has faced as a pro se litigant, he has made great strides in
6 understanding the legal process and presenting his case more effectively.

7
8 1.3 In light of the newly gathered evidence, expert witness report, and potential Civil RICO claims,
9 Mr. Bass respectfully requests that the Court retain the case on the docket and grant him the
10 opportunity to amend his pleading to provide a more accurate and comprehensive account of
11 the facts and allegations.

12 1.4 In pursuant to I.R.C.P. Rule 39(b) "When No Demand is Made. Issues on which a jury trial is not
13 properly demanded are to be tried by the court. But the court may, on motion, order a jury trial
14 on any issue for which a jury might have been demanded." Mr. Bass is

15
16 II. Legal Authority

17
18 2.1 The Court has the discretion to allow amendments to pleadings under Rule 15(a) of the
19 Federal Rules of Civil Procedure, which states that "[a] party may amend its pleading once as a
20 matter of course within 21 days after serving it, or if the pleading is one to which a responsive
21 pleading is required, 21 days after service of a responsive pleading or 21 days after service of a
22 motion under Rule 12(b), (e), or (f), whichever is earlier."

23

1 2.2 In the interest of justice and fairness, the Court should permit Mr. Bass to amend his pleading
2 to provide a more accurate and comprehensive account of the facts and allegations. As a pro se
3 litigant, Mr. Bass has faced significant challenges in navigating the legal process and
4 understanding the intricacies of civil procedure.

5

6 2.3 The legal authority to grant leave to amend a pleading can be found in similar rulings within
7 this district, such as *Jesinoski v. Countrywide Home Loans, Inc.*, 574 U.S. 259 (2015), which said: "a
8 district court should grant leave to amend even if no request to amend the pleading was made
9 unless it determines that the pleading could not possibly be cured by the allegation of other
10 facts." *Cook, Perkiss & Liehe v. N. Cal. Collection Serv.*, 911 F.2d 242, 247 (9th Cir. 1990).

11

12 III. Conclusion

13

14 For the foregoing reasons, Mr. Bass respectfully requests that the Court retain the case on the
15 docket, grant him the opportunity to amend his pleading, and consider the newly gathered
16 evidence, expert witness report, and potential Civil RICO claims in pursuit of justice.

17

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: BANK OF AMERICA, N.A CT CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES CT 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)

30 MARCH 2023

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

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 Coeur d'Alene

Commission Expires: 1/28/25

1

FILED

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

2023 MAR 20 P 4:25

PATTY O WEEKS
CLERK OF THE DIST CT
Tanner Allen DEPUTY

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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

PETITION TO MODIFY
OR AMEND AN COMPLAINT

DEMAND FOR JURY

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II. TABLE OF AUTHORITIES

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1	Int'l Shoe Co. v. Washington , 326 U.S. 310 (1945).....	6
2	Jesinoski v. Countrywide Home Loans, Inc. , 574 U.S. 259 (2015)	3
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5	Teton Peaks Inv. Co., LLC v. Ohme , 146 Idaho 394 (2008)	19
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7	Williams v. Walker-Thomas Furniture Co. , 350 F.2d 445 (D.C. Cir. 1965)	15
8	STATUTES:	
9	Idaho Code § 1-705 (jurisdiction – original and appellate)	5
10	Idaho Code § 28-2-302 (unconscionable contract or clause)	15
11	Idaho Code § 5-401 (actions relating to real property)	6
12	Idaho Code § 5-514 (acts subjecting persons to jurisdiction of courts of state)	6
13	US CODE:	
14	15 U.S.C. § 1601 et seq. (truth in lending act)	15
15	RULES:	
16	Idaho Rules of Evidence Rule 501 (habit; routine practice)	12
17	Idaho Rules of Evidence Rule 702 (testimony by expert witnesses)	12
18	REGULATIONS:	
19	C.F.R. § 1026.1 (regulation Z)	15
20	Idaho Const. art. V, § 20 (jurisdiction of district court)	5
21	OTHER AUTHORITIES:	
22	FEDERAL FINANCIAL INSTITUTIONS EXAMINATION COUNCIL	
23	https://www.ffiec.gov/npw/Institution/Profile/1073757	4
24	Reuters https://www.reuters.com/article/us-bankofamerica-settlements-factbox/factbox-bank-of-america-settlements-idUSKBN28D1BO	7
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39	R - Letter of Full Reconveyance inst 775252	
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1 AA - Pattern of Behavior
2 AB - Timeline
3 AC - Mr. Bass' CV
4 AD - Original Loan documents
5 AE - Amortization-Schedule of Original Loan
6 AF - Account History reported to Credit Bureau
7 AG - Carrington CARES violations
8 AH - Carrington forbearance expiring notice
9 AI - Consumer Financial Protection Bureau
10 AJ - Email causing discovery of activities
11 AK - Forensic Typography analysis
12 AL - Zions to Countrywide transfer notice 2008-10-01
13 AM - HUD Don't Commit Loan Fraud Warning 2008-08-11
14 AN - Zions transfer notice 2008-08-05
15 AO - CW to BoA transfer notice 2009-10-01
16 AP - BoA to BAC transfer notice 2009-10-03
17 AQ - BAC transfer notice 2009-12-1
18 AR - Appointment of Successor Trustee .. inst 906092
19 AS - List of names that are not see as indispensable so far
20 AT - Carrington billing for this case while saying they have been stalking mr. bass
21
22

23 **O.PREAMBLE**

24 COMES NOW Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves
25 this Court to allow Mr. Bass to amend its pleading for the proceedings over the property located
26 at **1515 2^{FT} AVE LEWISTON ID 83501-3926**(hereinafter "THE PROPERTY" or "HOUSE" fully described
27 in further reading). As grounds for this request, Mr. Bass respectfully asks the Court to review the
28 following arguments and legal authorities in support of Mr. Bass' request.

29 In regards to the authority to allow the continued corrections until Mr. Bass has bridged
30 the knowledge gaps, it can be found in similar rulings within this district, such as *Jesinoski v.*
31 *Countrywide Home Loans, Inc.*, 574 U.S. 259 (2015), which said: "a district court should grant leave
32 to amend even if no request to amend the pleading was made unless it determines that the
33 pleading could not possibly be cured by the allegation of other facts." *Cook, Perkiss & Liehe v. N.*
34 *Cal. Collection Serv.*, 911 F.2d 242, 247 (9th Cir. 1990).

Mr. Bass would humbly admit to the misunderstanding that there was a need to submit the corrected complaint in accompaniment to the request to amend the complaint and not to wait for the approval to submit it. Mr. Bass doesn't intend to make light of the court's time, and great effort has been made to meet any shortfall of accuracy at each rushed filing. Failure to secure access to litigation services due to rampant conflicts of interest with every firm contacted that has a lawyer practicing under real-estate or contract law (without even getting to give details) is a stifling handicap when dealing with such a complicated matter.

Ignorance of the law is not an excuse, but lack of access to remedy ignorance is. Mr. Bass appreciates the understanding of the delays and slower execution of actions. With the utmost diligence and determination, Mr. Bass has been rigorously working on updating the entire docket, ensuring that all pertinent details are meticulously presented prior to the commencement of the trial. Should any essential updates not yet be included, they will be expeditiously integrated into this pleading, thereby exemplifying our steadfast commitment to accuracy and transparency in a manner befitting the gravity of judicial proceedings.

1. PLAINTIFF

1.1 Mr. Bass, is the individual that owns, has improved, and maintains THE PROPERTY

1.1.1 Mr. Bass has initiated these proceedings to protect THE PROPERTY against attempts of deprivation of rights by holding a ligament trustee's sale.

1.1.2 By reference, include Mr. Bass' description from the expert witness report.

1.1.3 Mr. Bass' primary and only residence is THE PROPERTY.

2. DEFENDANTS

2.1 Defendant BANK OF AMERICA CORPORATION. (hereinafter "BAC," "BoA," or Defendants) declared as an institution type of "Financial Holding Company – Domestic" with primary activity declared as "OFFICES OF BANK HOLDING COMPANIES," *FFIEC*

2.1.1 BAC is named in this complaint as they have held the claim of being the beneficiary and is the parent company of or having influence over other parties involved.

2.2 Defendant RECONTRUST COMPANY, N.A. (hereinafter "ReconTrust," "RT," or Defendants) is named even though BAC is ultimately the party that will be looked at for RT's actions.

2.3 The "Trustee" has the power to proceed with actions that can injure THE PROPERTY and
Mr. Bass.

2.3.1 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ. (hereinafter "Mr. Newell") The individual from IDEA Law Group acted as a trustee on behalf of BoA concerning the sale of THE PROPERTY.

2.3.2 Randall Szabo (hereinafter "Mr. Szabo"), the individual from IDEA Law Group, is the current purported Trustee acting on the will of BoA

2.4 Carrington Mortgage Services (hereinafter "Carrington") is a servicing company and attorney-in-fact for BoA.

2.5 Unknown Parties (hereinafter "DOE"), At this time, there are hints of other parties
that may or may not be considered indispensable. Parties will be added or dropped as
it's required or on leave of the court, and a list of people identified is shown in Exhibit
AS

3. JURISDICTION AND VENUE

3.1 This court has jurisdiction over the subject matter of this action and the parties pursuant to *Idaho Code § 1-705* "In Idaho, the state district courts have original jurisdiction over all cases and proceedings in law and in equity." *Idaho Code § 1-705; Idaho Const. art. V, § 20. Fletcher v. Fourth Judicial Dist. Court, No. 1:21-cv-00107-BLW, at *9 (D. Idaho Jun 3rd, 2021)* (establishing the "minimum contacts" standard for personal jurisdiction).

3.2 Personal Jurisdiction: This Court has personal jurisdiction over the Defendants pursuant to *Idaho Code § 5-514* because the Defendants have transacted business within the state, committed tortious acts within the state, and/or own, use, or possess real property within the state. Moreover, the Defendants' actions and conduct have had a substantial connection with the state, thereby satisfying the requirements of due process.

See also *Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945)

3.3 The venue is proper in this court because THE PROPERTY with the clouded slandered title is located in Nez Perce County, Idaho, as specified in *Idaho Code § 5-401*.

4. INTRODUCTION

4.1 ReconTrust, owned by BoA, originated the manipulation of paperwork. BoA and its corporate group were cited twenty-five times in excess of \$47 billion for settlements or judgments in 4 years starting from 2008 when the loan for THE PROPERTY was executed, shown in EXHIBIT AA. By 2012 they admitted to all manner of frauds, including many elements of paperwork manipulation.

4.2 At present, further actions are pending against BoA from Ambac Financial Group, which, if successful, would increase the cumulative penalties to an amount exceeding the current \$93.7 billion. The evidence shown in EXHIBIT AA demonstrates a consistent pattern of conduct supporting the validity of the recent revelation of manipulated financial records identified in this case and others like the case of *Countrywide Home Loans, Inc. v. Sheets*, 160 Idaho 268 (Idaho 2016) (hereinafter "SHEETS CASE"). (hereinafter "SHEETS CASE"). The Letter of Full Reconveyance (hereinafter "LoFR") was a central topic of that case and played a more significant role than was realized then. Numerous other cases exhibit the same sequence of events, rendering it a statistical anomaly for the circumstances in the SHEETS

1 CASE to coincide nearly event by event with those in Mr. Bass' situation, particularly given
2 the simultaneous settlements and judgments for engaging in fraudulent activities.

3 4.3 The contention is that the wrongful conduct was not confined to the discovered incidents
4 but rather that various forms of fraud have been perpetrated throughout the entirety of
5 BoA and its affiliated entities.

6 4.4 As of 2021, Bank of America has paid approximately \$77 billion in fines and settlements
7 related to its mortgage practices during the financial crisis. However, this amount is
8 subject to change as ongoing investigations uncover more information. Consequently, it
9 may become necessary to amend or correct the pleadings, including the addition or
10 removal of indispensable or dispensable parties, as well as address any other pertinent
11 matters in reference to this filing..

12 4.5 Regarding the estimated fines, Bank of America has paid approximately \$77 billion in
13 fines and settlements related to its mortgage practices during the financial crisis as of
14 2021, Reuters. However, as ongoing investigations uncover more information, the
15 cumulative penalties may increase beyond the current amount of \$93.7 billion, as
16 mentioned in paragraph 42.

17 **5. FACTUAL ALLEGATIONS**

18 5.1 Mr. Bass possesses extensive digital technologies and graphic arts expertise, as evidenced
19 by his 30-year career outlined in EXHIBIT AC (his curriculum vitae or CV). His CV showcases
20 numerous achievements and highlights, including access to advanced sensitive
21 emergency and financial systems and a commitment to community service through roles
22 such as Boy Scouts of America Scout/Cubmaster and PTA President. Notable clients and
23 projects featured in his professional history encompass collaborations with President

1 Clinton's foundation and the development of the Clinton Health Foundation's Clinical
2 HIV/AIDS Research and Trial database application.

3 5.2 Mr. Bass was the Lead Senior Full Stack DevSecOps for Finance and Administration at
4 Washington State University, charged with writing software for public safety and
5 emergency management to payroll and more. Mr. Bass had access to high-security
6 systems like the Spillman RMSs for Washington State Police or the cameras for the city of
7 Pullman/WSU. He carried out tasks like designing and implementing e-commerce systems,
8 including accounting and financial software creations covering areas like real estate,
9 controllers, and long-term endowments.

10 5.3 On Sept 8th, 2008, Mr. Bass entered into a loan agreement with Zions Bank (hereinafter
11 "ZIONS") for the purchase of THE PROPERTY.

12 5.4 Mr. Bass took out a loan for \$146,418 at a rate of 6.375% to purchase THE PROPERTY
13 secured by a deed of trust and a promissory note shown in EXHIBIT AD, pg. 5 & 7.

14 5.5 The rate of the loan Mr. Bass was paying was 4.357% when he entered into forbearance.

15 5.6 The rate of the note in question is 5% and was never used.

16 5.7 BoA's own paperwork is conflicting, where they sent letters to Mr. Bass saying that there
17 was just a transfer that took place as shown in Exhibits AL, AM, AN, AO, AP, & AS, yet there
18 is no record of that but there is record of the note in question making the note highly
19 suspicious.

20 5.8 The balance on the loan for the second note is greater than the original loan despite a
21 year's worth of payments, which would beg the question of why Mr. Bass would at a loss
22 to him and a benefit to the defendants, enter in to another loan that was not even legally
23 allowed to do anyways.

5.9 Defendant Mr. Newell, in courtroom 2 in the Nez Perce county district two on 2023-01-26 at approximately 10:26 am PST, attested to him affirming that the LoFR shown in EXHIBIT R in the defendant's view as being valid and correctly done.

5.10 The LoFR shown in EXHIBIT R was described as the loan with ZIONS being paid to satisfaction and recorded with the COUNTY on Nov 10th, 2009.

5.11 The original loan paperwork is clear on what to expect and what should happen when a sale of a loan from one lender to another occurs.

5.12 Land Title of Nez Perce County(hereinafter "LAND TITLE"), now Title One after being acquired by the firm based out of Boise Idaho, in 2021, was the original title company assigned as Trustee and picked by the trustor Mr. Bass at their original loan's time of execution.

5.13 The first knowledge of the alleged fraud came after the title officer from LAND TITLE on 2021-11-16 emailed Mr. Bass following a conversation over THE PROPERTY, where the title officer explained the LoFR and then emailed it to Mr. Bass so he could see what was being explained to him. Showen in EXHIBIT AJ

5.14 The alleged fraud covers more than just Mr. Bass' account, which is highlighted by the SHEETS CASE, as there seems to be many more records all over the country when viewing other property records, which should warrant some more investigation.

5.15 It appears that in the SHEETS CASE, Mr. Sheets had the same set of happenings as Mr. Bass experienced.

5.16 BoA claimed it was a mistake that happened, and when asked how they had said they didn't know. "How the erroneous reconveyance came to be recorded is not clear. Bank of America claims that it caused the reconveyance to be recorded because it mistakenly

1 proceeded as if the 2009 Refinancing had closed." Countrywide Home Loans, Inc. v.
2 Sheets, 160 Idaho 268, 271 (Idaho 2016).

3 5.17 In the approximate time span of twenty-four hrs. was the window of time between 2
4 Idaho-originated loans with a process that was not everyday happenings of a
5 reconveyance, both occurring in the same window of time, with the same signatories, and
6 the same notary.

7 5.18 Upon finding out the existence of erroneous filings shown with the SHEETS CASE, any
8 reasonable assumption would be that the defendants would have done an internal audit
9 regarding any other loans that may have been mistakenly processed and produced by the
10 undersigner and notary the same way as BoA claimed had happened in the SHEETS CASE.

11 5.19 It's inconceivable that a financial institution that big would see and have to go to court
12 over such purported mistakes and that they didn't bother to secure the integrity of their
13 assets by ensuring that it was an isolated incident.

14 5.20 Despite knowing that Mr. Bass' account was invalidated, Carrington, who acted as the
15 servicing arm for BoA, and before that, BAC, both had continued to collect on accounts
16 they knew to be in error.

17 5.21 The SHEETS CASE by proxy has the statute of limitations still running as this is one fraud
18 with many people, not many people, and many frauds; by contrast, they have continued
19 enacting the fraud making it available for any of the other victims to seek action.

20 5.22 In the courtroom on Jan 26th, 2023, Mr. Newell's account of the order of paperwork
21 appeared to be inconsistent with the actual events, and he made numerous assumptions
22 about Mr. Bass' state of mind, motives, and objectives.

5.23 Mr. Bass wholeheartedly objects to each of the statements made that were made by Mr. Newell as personal and speculative, making them unusable points pursuant to Idaho R. Evid. 401, which addresses the relevance of evidence.

5.24 Mr. Bass would motion the court, if possible, for each of those assumptive assertions to be stricken from the record. "Evidence is relevant if: it has any tendency to make a fact more or less probable than it would be without the evidence;" Idaho R. Evid. 401; Although blatant attempts to guard shouldn't be surprising, where one hit the fuck around and find out button.

5.25 Regarding when Mr. Bass received paperwork to sign for any loan modification, Mr. Newell provided an inaccurate and slanderous account while present in court by stating that Mr. Bass had rejected a loan modification that would have aligned the loan with BoA's assessment of Mr. Bass' financial situation.

5.26 Mr. Bass can provide a wet ink copy of the original loan that he knows to be correct and legally binding, which Carrington and BoA by proxy, have attested to the importance of having the original copy in every attempt to have Mr. Bass sign backdated papers.

5.27 No original copy of the second note the Defendants claim to be real can be produced and confirmed when in court saying they can't produce any original paperwork.

5.28 For nearly a month, Mr. Bass was responsible for two loans, each with a value of ~\$148,612, totaling ~\$297,224.

5.29 A third party is needed to clarify the accounting questions in this proceeding. BoA has been proven not to be upfront or forth telling and has been shown to have been engaging in similar fraudulent activities. The main issue needing the third party is to prove that there was no unjust enrichment stemming from the extra ~\$150k of future revenue shown on paper which a bank would borrow against or use for other financial gains. If, in the

1 period where Mr. Bass was unknowingly responsible for the two loans, there was any gain
2 that can be partly because of the value perceived on having the extra income, they are
3 being unjustly enriched.

4 5.30 BoA was fined \$4 billion for inflating their books through various means.

5 5.31 EXHIBIT AA - a laundry list of offenses of the exact nature shows a pattern of fraud,
6 "Evidence of a person's habit or an organization's routine practice may be admitted to
7 prove that on a particular occasion the person or organization acted in accordance with
8 the habit or routine practice. The court may admit this evidence regardless of whether it
9 is corroborated or whether there was an eyewitness." *Idaho R. Evid. 501*

10 5.32 EXHIBIT AC - Mr. Bass is an expert in the field needed to show that the signatures are
11 not valid. *Idaho R. Evid. 702*. Testimony by Expert Witnesses "A witness who is qualified as
12 an expert by knowledge, skill, experience, training, or education may testify in the form of
13 an opinion or otherwise if the expert's scientific, technical, or other specialized knowledge
14 will help the trier of fact to understand the evidence or to determine a fact in issue."

15 **6. CAUSE OF ACTIONS**

16 **6.1 Arguments (Overview)**

17 6.1.1 In support of each of the following causes of action, Mr. Bass expressly incorporates and
18 restates all preceding factual allegations and averments as if set forth in full within
19 each specific cause of action.

20 6.1.2 Where possible Mr. Bass is not waving any rights, nor is he attesting that what is
21 currently submitted is the last of the corrections, as he is having to be rushed at all
22 turns to handle such a complex case on his own but at the defendants timing.

23 6.1.3 Mr. Bass respectfully requests that the Court reconsider its OPINION AND ORDER ON
24 MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT and ORDER ON

1 MOTIONS FOR RECONSIDERATION. The defendants' motion attempted to evade its
2 liability for its fraudulent behavior. Defendants committed fraud by concealing the
3 existence of a second mortgage on the property, which put Mr. Bass at significant risk
4 had they failed to put out the reconveyance. Defendants should not be rewarded for
5 their bad-faith actions.

6 6.1.4 Mr. Bass has established the essential elements of the claim for fraud by showing that
7 Defendants made a false representation of a material fact with knowledge of its falsity
8 and with the intent to deceive Mr. Bass. Defendants concealed the existence of the
9 second mortgage and its satisfaction. They continued to accept payments from Mr. Bass
10 for years until covid hit. The continuous lies to keep the actions unnoticed and actions
11 that are out of the normal but hidden from sight are why Mr. Bass was unaware of the
12 second mortgage or conveyance. Mr. Bass immediately started to dig once the
13 defendant's behavior differed from the norm. The defendants' conduct is
14 unconscionable and violates the principles of equity and justice.

15 6.1.5 Defendants should not be allowed to keep the profits they gained from their fraudulent
16 behavior, as that would be unjust enrichment. Mr. Bass has made payments on the
17 property since the loan started, but those payments would and should not be
18 considered a benefit to Defendants, as it obtained the payments by fraud and
19 perpetuated its growth. The doctrine of unclean hands bars Defendants from profiting
20 from their wrongdoing.

21 6.1.6 Mr. Bass' interest in the property is superior to that of the Defendants, as Mr. Bass'
22 interests were transplanted from one title lineage that was unclouded to a new one
23 with the second mortgage through fraud. Defendant has unclean hands, as it concealed
24 the second mortgage by not following through with requirements to send the

1 paperwork to Mr. Bass despite it being said right on the top of the letter. Still, the
2 Defendants kept this information from Mr. Bass and continued accepting property
3 payments. Mr. Bass is entitled to relief in equity, and Defendants should be required to
4 release the second mortgage and convey the property to Mr. Bass free and clear of any
5 encumbrances as to keep it would be rewarded for the fraudulent behaviors. Still, more
6 reasons to support Mr. Bass' requests will be further supported in the coming read.

7 6.1.7 Exclusion of Information Beyond the Statute of Limitations:

8 6.1.8 Mr. Bass asserts that any information regarding late payments or adverse financial
9 history older than the applicable statute of limitations for credit reporting should not
10 be used against Mr. Bass in this matter. Under Idaho law, the statute of limitations for
11 reporting late payments and other negative financial information on a credit report is
12 seven years (insert the correct duration as per Idaho law).

13 6.1.9 Mr. Bass contends that once the statute of limitations has expired, the negative
14 information should no longer have any bearing on Mr. Bass' financial standing or ability
15 to obtain credit. This is consistent with credit reporting statutes, which aim to provide a
16 fair and accurate representation of an individual's creditworthiness while allowing them
17 to move on from past financial mistakes.

18 6.1.10 Therefore, Mr. Bass respectfully requests that the Court exclude and deem inadmissible
19 any information regarding late payments or negative financial history that is older than
20 the applicable statute of limitations for credit reporting under Idaho law. This exclusion
21 will ensure that Mr. Bass' financial background is accurately and fairly represented in
22 this matter and will prevent Defendants from using outdated information to undermine
23 Mr. Bass' claims or credibility.

24 6.1.11 The illegality of Borrowing money for a down payment on Another Loan:

1 6.1.11.1 Mr. Bass asserts that under Idaho law and federal lending regulations, it is
2 generally prohibited to borrow money for the purpose of making a down payment on
3 another loan. This prohibition is in place to ensure responsible lending practices and
4 to protect borrowers from entering into unmanageable debt situations (see *Truth in*
5 *Lending Act*, 15 U.S.C. § 1601 et seq.; *Regulation Z*, 12 C.F.R. § 1026.1 et seq).

6 6.1.11.2 In the present case, BoA alleges that Mr. Bass paid off one loan with another loan
7 and did so at a loss. Such an action, if true, would be inconsistent with Mr. Bass' best
8 interests and raises questions about the legality and propriety of the loan transaction.

9 6.1.11.3 Mr. Bass contends that this alleged loan transaction, as described by BoA, is not
10 only counterintuitive but also potentially in violation of lending regulations. By
11 suggesting that Mr. Bass willingly participated in such a transaction, BoA is implying
12 that Mr. Bass acted irrationally or with disregard for their own financial well-being. This
13 argument is in line with the doctrine of unconscionability, which prohibits the
14 enforcement of contract terms that are excessively one-sided or oppressive (see *Idaho*
15 *Code § 28-2-302*).

16 6.1.11.4 Mr. Bass respectfully requests that the Court examine the legality of the loan
17 transaction as described by BoA in light of relevant lending laws and doctrines. If the
18 Court determines that the transaction is in violation of lending regulations or contrary
19 to Mr. Bass' best interests, it should consider this finding as further evidence
20 supporting Mr. Bass' claims and undermining BoA's position (see, e.g., *Williams v.*
21 *Walker-Thomas Furniture Co.*, 350 F.2d 445 (D.C. Cir. 1965)).

22 6.1.11.5 The original loan expressly stated that the borrower, Mr. Bass, was to have used
23 his own earned and saved funds to put as a down payment, which is inconsistent with
24 using one loan to pay off another and is shown in EXHIBIT AD pg. 4 and many other

places.

6.2 FIRST CAUSE OF ACTION (*Fraudulent Misrepresentation*)

6.2.1 Defendants made a false representation of material facts. BoA has met this element in multitudes but used that ambiguity to mask their actions as a misdirection of sorts.

One example is the concealment of the LOFR.

6.2.2 The defendants knew the statement was false when making it.

6.2.3 Defendants intended for Mr. Bass to rely on the false statement.

6.2.4 Mr. Bass relied justifiably on the false statement.

6.2.5 Mr. Bass suffered damages due to their reliance on the Defendants' false statement, in an amount to be proven at trial.

6.3 SECOND CAUSE OF ACTION (*Fraud*)

6.3.1 Defendant Bank knowingly and intentionally created the second deed of trust and

promissory note with the intent of deceiving Mr. Bass and avoiding the proper

assignment process to gain benefit for appearing to have more than what was actually owed to BoA.

6.3.2 Mr. Bass reasonably relied on Defendant Bank's representations regarding the status of the loan, unaware of the unauthorized second deed of trust and promissory note.

When Mr. Bass expected the transfer as it was in the loan papers, although he

protested, and there was nothing done that appeared to be out of line, Mr. Bass had no way to signal to him that a costly investigation needed to be done on his behalf.

6.3.3 As a direct and proximate result of Defendant Bank's fraudulent actions, Mr. Bass has suffered damages in an amount to be proven at trial.

6.4 THIRD CAUSE OF ACTION (*Negligent Misrepresentation*)

6.4.1 Defendant Bank negligently misrepresented the status of Mr. Bass' loan, creating a

1 second deed of trust and promissory note without Mr. Bass' knowledge or consent and
2 without performing the proper assignment process.

3 6.4.2 Mr. Bass reasonably relied on Defendant Bank's representations regarding the status
4 of the loan, unaware of the unauthorized second deed of trust and promissory note.

5 6.4.3 As a direct and proximate result of Defendant Bank's negligent misrepresentation, Mr.
6 Bass has suffered damages in an amount to be proven at trial.

7 6.5 **FOURTH CAUSE OF ACTION (Breach of Contract)**

8 6.5.1 A valid and enforceable contract existed between Mr. Bass and Original Bank, which
9 was transferred to Defendant Bank upon the purchase of the loan.

10 6.5.2 Defendant Bank breached the terms of the contract by creating a second deed of trust
11 and promissory note without the knowledge or consent of Mr. Bass and without
12 performing the proper assignment process.

13 6.5.3 As a direct and proximate result of Defendant Bank's breach of contract, Mr. Bass has
14 suffered damages at an amount to be proven at trial.

15 6.6 **FIFTH CAUSE OF ACTION (*Unjust Enrichment - payments*)**

16 6.6.1 As a result of Defendant Bank's unauthorized creation of the second deed of trust and
17 promissory note and subsequent actions, Defendant Bank has been unjustly enriched
18 at the expense of Mr. Bass.

19 6.6.2 Mr. Bass has conferred a benefit upon Defendant Bank by providing capital to earn off
20 as well as paying additional interest and fees on the second loan, as well as suffering
21 damage to their credit and emotional distress.

22 6.6.3 Defendant Bank has knowingly and willingly accepted and retained this benefit under
23 circumstances that make it inequitable for Defendants to retain the benefit without
24 compensating Mr. Bass.

1 6.6.4 As a direct and proximate result of Defendant Bank's unjust enrichment, Mr. Bass has
2 suffered damages at an amount to be proven at trial.

3 **6.7 SIXTH CAUSE OF ACTION (*Declaratory Relief*)**

4 6.7.1 An actual controversy has arisen and now exists between Mr. Bass and Defendant
5 concerning the validity and enforceability of the second deed of trust and promissory
6 note.

7 6.7.2 Mr. Bass seeks a judicial determination and declaration of the parties' rights and
8 obligations under the loan agreement and the second deed of trust and promissory
9 note, specifically declaring the second deed of trust and promissory note to be void
10 and unenforceable.

11 **6.8 SEVENTH CAUSE OF ACTION (Violation of Idaho's Consumer Protection Act)**

12 6.8.1 Defendant Bank engaged in unfair and deceptive acts or practices in the conduct of its
13 business by creating the unauthorized second deed of trust and promissory note,
14 executing a full reconveyance on the first note, and attempting to have Mr. Bass sign a
15 backdated new promissory note.

16 6.8.2 Defendant Bank's actions violate Idaho's Consumer Protection Act, which prohibits
17 unfair and deceptive acts or practices in the conduct of trade or commerce.

18 6.8.3 As a direct and proximate result of Defendant Bank's violation of *Idaho's Consumer*
19 *Protection Act*, Mr. Bass has suffered damages in an amount to be proven at trial.

20 **6.9 EIGHTH CAUSE OF ACTION (*Unjust Enrichment - deed*)**

21 6.9.1 "Unjust enrichment occurs where a defendant receives a benefit which would be
22 inequitable to retain without compensating Mr. Bass to the extent that retention is
23 unjust." *Vanderford v. Knudson*, 144 Idaho 547, 558 (Idaho 2007). "The substance of an
24 action for unjust enrichment lies in a promise, implied by law, that a party will render

1 to the person entitled thereto that which in equity and good conscience belongs to
2 the latter." *Smith v. Smith*, 95 Idaho 477, 484, 511 P.2d 294, 301 (1973). "The elements of
3 unjust enrichment are that (1) a benefit is conferred on the defendant by the plaintiff;
4 (2) Defendants appreciates the benefit; and (3) it would be inequitable for the
5 defendant to accept the benefit without payment of the value of the benefit." *Teton*
6 *Peaks Inv. Co., LLC v. Ohme*, 146 Idaho 394, 398, 195 P.3d 1207, 1211 (2008). As a direct
7 and proximate result of Defendant Bank's unjust enrichment, Mr. Bass has suffered
8 damages in an amount to be proven at trial.

9 **7. PRAYER FOR RELIEF**

10 7.1 WHEREFORE, Mr. Bass prays for judgment against Defendants as follows:
11 7.1.1 For actual damages in an amount to be determined at trial, including but not limited to
12 any costs and expenses incurred in connection with this action; and
13 7.1.2 For statutory damages, if any, as allowed by law; and
14 7.1.3 For a declaratory judgment that Mr. Bass' property is free and clear of any liens or
15 encumbrances arising from the actions of Defendants; and
16 7.1.4 For costs of this action, including reasonable attorney's fees or the average cost of fees
17 for compensation of Mr. Bass' time and efforts, where possible and the court would see fit
18 and within the court's powers to do so; and
19 7.1.5 For pre-/post-judgment interest as allowed by law; and
20 7.1.6 A temporary restraining order or preliminary injunction, and permanent injunction
21 enjoining Defendants, their agents, servants, employees, and attorneys, and all persons
22 acting in concert or participation with them, from proceeding with the sale of the Property
23 scheduled for Mar 31st, 2023, or later date; and

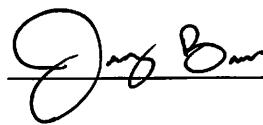
1 7.1.7 For an Order for Defendants to cover the costs and do the work to reset Mr. Bass' credit to
2 a perfect score, as they are equipped to carry out the restoration with little effort; and
3 7.1.8 For an Order for Defendants to cover costs and facilitate any work needed to correct the
4 tax implications, issues, debts, and or losses from past returns that Mr. Bass should have
5 earned, which should be assessed and calculated by an agreed upon third-party; and
6 7.1.9 Grant such other and further relief as the Court deems just and proper; and
7 7.1.10 Mr. Bass preys that the American people will see orders to hold all defendants further
8 accountable. We should see charges & appropriate indictments be taken against
9 Defendants for their actions for someone to step in and cure the bluntly inflicted injury to
10 the American population by yet another fraud. Mr. Bass preys to see a similar cap in size,
11 break up, and all top management and C-suite are barred from the bank industry for life.
12 Just like Wells Fargo, they made fake accounts, and it appears they were not the only
13 ones. Like that disgraced bank, BoA and subsidies should be hobbled as they are not
14 worthy of the power they hold now.

15 **8. Conclusion**

16 For the foregoing reasons, Mr. Bass respectfully requests that the Court allow the case to
17 be heard and plead in a trial. Mr. Bass has suffered financial harm due to the Defendants'
18 fraudulent behavior, and Defendants should be held liable for their conduct. Mr. Bass is entitled
19 to the property free and clear of any encumbrances and to damages for the harm suffered.

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:

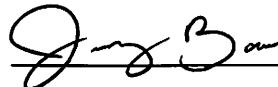
Email: mnewell@idealawgroupllc.com
Postal: Michael J. Newell ISBA #1953
IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119

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

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

Postal: CARRINGTON MORTGAGE SERVICES
CT 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)

30 of March 2023

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

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 Lewiston

Commission Expires: 11/08/2025

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

FILED

2023 MAR 30 P 4:26

PATTY O WEEKS

DISTRICT THE
Amber Allen

DEPUTY

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT, THE DIST CT
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY DEPUTY
Amber Allen

JEREMY L. BASS,

Plaintiff,

vs.

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

Defendants.

Case No. CV35221875

**MOTION FOR APPOINTMENT
OF CO-COUNSEL**

DEMAND FOR JURY

1. Introduction

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

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

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

I. U.S. Constitution:

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

1 **II. Idaho Code:**

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

4 **III. Case Law:**

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

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

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

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

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

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

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

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

4. Conclusion

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

TABLE OF AUTHORITIES

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

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: BANK OF AMERICA, N.A C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702

Jeremy L. Bass
Plaintiff



ACKNOWLEDGMENT
STATE OF IDAHO)

:ss.

County of NEZ PERCE COUNTY)

30 March 2023

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

Signature

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.

[Handwritten signature]
Notary Public for Idaho
Residing at *Clayston*

Commission Expires: 1128/25

1

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

FILED

2023 MAR 30 P 4:26

PATTY O WEEKS

JUDGE ON THE DIST CT

Amber Allen
DEPUTY

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

JEREMY L. BASS,

Plaintiff,

vs.

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ESQ,
CARRINGTON MORTGAGE SERVICES, LLC,
BANK OF AMERICA, N.A.,
RECONTRUST COMPANY, N.A.,
DOE I-X

Defendants.

Case No. CV35221875

MOTION FOR MOTION
TO WAIVE BOND REQUIREMENT

DEMAND FOR JURY

9

10 COMES NOW, the Plaintiff, Jeremy L. Bass, and respectfully moves this court to waive the
11 bond requirement for the temporary restraining order (TRO) issued in this case.

12 The *Idaho Rules of Civil Procedure 65(b)* provides that "the court shall require the party
13 seeking the restraining order to give a bond in such sum as the court deems proper, payable to
14 the adverse party, to the effect that the party so restrained shall not be injured by the order, and
15 that the adverse party shall be compensated for any loss or damage sustained by the reason of
16 the restraint if the court should finally determine that the restraint was wrongful or improper."

17 However, the Idaho rules also provide that a court may waive the bond requirement for
18 parties constrained in financial hardship. In this case, Plaintiff is constrained in financial
19 hardship and has no ability to post a bond. Requiring Plaintiff to post a bond would impose a
20 severe financial hardship on Plaintiff.

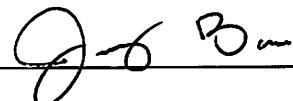
1 The Plaintiff has gone over hindrances from legal access and funding in the MOTION FOR
2 APPOINTMENT OF COUNSEL past filing, but at this moment selling anything he has is the only
3 mode of personal finance as he seeks stability, a bond would put undue stress on Mr. Bass. The
4 balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the
5 sale is allowed to proceed far outweighs any harm that the Defendants may suffer by delaying
6 and preventing the sale. A bond would have little effect one way or another to the defendants,
7 but greatly impact on the Plaintiffs ability to see this case be effectively litigated on his behalf
8 given the complexity of this matter.

9 Therefore, Plaintiff respectfully requests that this court waive the bond requirement for
10 the TRO issued in this case.

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: BANK OF AMERICA, N.A C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702

Jeremy L. Bass
Plaintiff



**ACKNOWLEDGMENT
STATE OF IDAHO)**

: ss.

County of NEZ PERCE COUNTY)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

Signature

30 March 2023

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.

[Signature]
Notary Public for Idaho

Residing at *Twiston*

Commission Expires:

1/28/25

1

FILED

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

2023 MAR 30 P 4:27

PATTY O WEEKS
CLERK OF THE DIST CT
Amber Allen DEPUTY

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

JEREMY L. BASS,
Plaintiff,

vs.

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

Defendants.

Case No. CV35221875

MOTION FOR
RECONSIDERATION
OF TRO REQUEST
OR REQUEST FOR
PRELIMINARY INJUNCTION

DEMAND FOR JURY

9
10

11 COMES NOW Plaintiff, JEREMY L. BASS (hereinafter "Mr. Bass"), and respectfully moves
12 this Court for reconsideration of the previous denial of the temporary restraining order (TRO)
13 and/or injunction, prohibiting Defendants, specifically Mr. Newell but including any other parties
14 in this matter, from proceeding with the scheduled trustee's sale of the property located at **1515**
15 **2nd AVE. LEWISTON ID 83501-3926**(hereinafter "THE PROPERTY" or "HOUSE" fully described in
16 further reading). As grounds for this request, Mr. Bass respectfully asks the Court to review the
17 following arguments and legal authorities in support of Mr. Bass' request:

18 "The court may, by injunction, on good cause shown, restrain the party in possession
19 from doing any act to the injury of real property during the foreclosure of a mortgage thereon, or
20 after a sale on execution before a conveyance." Pursuant to Idaho Code § 6-407 (2022), the court
21 has the authority to issue an injunction to protect the owner's rights in real property during a
22 foreclosure.

1 Due to the ongoing dispute over the property's ownership, the defendant's status seen
2 as a valid trustee is uncertain since the Defendant's right to hold such a sale is intrinsically
3 linked with the status of the property's ownership, and therefore their authority to execute the
4 sale is questionable. Allowing the sale to proceed would cause irreparable harm to the Plaintiff's
5 property rights. Therefore, the Plaintiff respectfully requests that the Court issue an injunction
6 pursuant to Idaho Code § 6-407 to prevent the defendant from selling the property until final
7 judgment is reached in this case, and to protect the Plaintiff's property rights during this dispute.

8 Additionally, Idaho Code § 6-409 (2022) provides that "An action for the recovery of real
9 property against a person in possession cannot be prejudiced by any alienation made by such
10 person, either before or after the commencement of the action."

11 The purpose of ID Code § 6-409 is to prevent a defendant in a real property action from
12 selling or transferring the property to a third party in order to defeat the plaintiff's claim to the
13 property. In this case, the defendant has already attempted to sell the property, and allowing the
14 sale to proceed could prejudice the Plaintiff's right to recover the property. Therefore, the
15

16 Plaintiff respectfully requests that the Court halt the sale until final judgment is reached
17 in this case, in accordance with Idaho Code § 6-409 to ensure that the Plaintiff's right to recover
18 the property is protected.

19
20 Furthermore, Idaho Code § 6-418 (2022) provides that "The owner in the main action is
21 entitled to an execution to put him in possession of his property in accordance with the
22 provisions of this act, but not otherwise."

1 This statute supports the Plaintiff's request for an injunction, as it confirms that the owner in the
2 main action is entitled to possession of their property, and the Plaintiff is the owner in the main
3 action. Allowing the sale to proceed would interfere with the Plaintiff's right to possession of
4 their property. Therefore, the Plaintiff respectfully requests that the Court issue an injunction in
5 accordance with Idaho Code § 6-418 to prevent the defendant from selling the property and
6 interfering with the Plaintiff's right to possession.

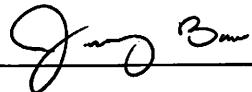
7 In addition to protecting Mr. Bass' rights to litigate his case fully, he seeks that the defendant be
8 barred from stalking him and his property, as shown in Exhibit AT, where they in the billing have
9 line itemed Mr. Bass for these court proceedings and attorney a head of the conclusion of these
10 matters, where in they state they have come on the property without permission from Mr. Bass,
11 and have been taking pictures as well. This is completely unacceptable behavior and
12 harassment. Mr. Bass has symptoms of PTSD and repeated trauma to deal with on top of these
13 court matters, and that he has repeatedly been approached by strangers, and now knows that
14 with out his knowledge people have been "inspecting" his property, only worsens his state. On
15 approximately 2023-03-27 late at night an individual was caught trying to sneak on the property
16 before being chased off. That was reported with the police. The defendants have continued to
17 use the process to harass Mr. Bass by changing dates, forcing Mr. Bass to file with the courts,
18 giving conflicting billing and other information with dates and amount that keep changing. The
19 stalking must stop, and Mr. Bass prays that the courts will grant a TRO at the least but a
20 preliminary injunction so that Mr. Bass and finish correcting his filings, finish building his case,
21 and have a chance to at least get some professional review on his work done in this documents
22 so he would be ready for a trial.

23

1 WHEREFORE, the Plaintiff respectfully requests that this Court issue a temporary restraining
2 order prohibiting the sale of the property located at 1515 ST AVE. LEWISTON ID 83501-3926, and
3 any other relief the Court deems just and proper,
4
5

Dated this 30 day of March 2023.

Respectfully submitted,
Jeremy L. Bass
Plaintiff/ Pro Se



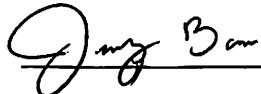
Signature

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: BANK OF AMERICA, N.A CT CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES CT 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)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

30 of March 2023

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 Leviston

Commission Expires: 1/28/25

FILED

2023 MAR 30 P 4:27

PATTY O WEEKS
AL DISTRICT
E COUNTY DEPUTY
NUMBER ALLEN

*Jeremy L. Bass, Pro Se
1515 21st 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

JEREMY L. BASS,
Plaintiff,

Case No. CV35221875

vs.

**EXPERT WITNESS REPORT
OF JEREMY L. BASS**

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

DEMAND FOR JURY

Defendants.

COMES NOW Plaintiff, JEREMY L. BASS, to present an Expert Witness Report. Pursuant to the *Federal Rules of Evidence 702*, I, Jeremy L. Bass, Pro Se, submit this Expert Witness Report to provide my expert opinion on the authenticity of the signature in question, which is purportedly mine, in connection with the Amended Complaint in the referenced case.

I. Qualifications and Expertise

As a recognized expert in digital technologies and graphic arts, my 30-year career has provided me with extensive experience in areas such as forensic document examination, digital forensics, and signature analysis. My curriculum vitae (CV), attached as EXHIBIT AC, demonstrates my professional achievements, including high-profile collaborations and a history of working with sensitive financial and emergency systems. My expertise is further evidenced by my tenure

1 as the Lead Senior Full Stack DevSecOps for Finance and Administration at Washington State
2 University.

3

4 **II. Scope of Investigation and Methodology**

5 To determine the authenticity of the questioned signature, I conducted a comprehensive
6 examination using the following industry-standard methods:

- 7
- 8 1. Visual inspection and magnification of the original document(s) containing the signature
9 in question;
- 10 2. Comparative analysis of the questioned signature with multiple known genuine
11 signatures;
- 12 3. Assessment of signature characteristics, such as slant, pen pressure, and letter
13 formation;
- 14 4. Evaluation of the presence or absence of natural variation;
- 15 5. Utilization of advanced digital forensic tools to detect signs of tampering or
16 manipulation.

17

18 **III. Expert Opinion and Analysis**

19 Upon completion of the investigation, I have formed the following expert opinion based
20 on the gathered evidence and my expertise in signature analysis:

21

22 The questioned signature is highly likely not authentic and may be a forgery. The
23 signature exhibits several significant discrepancies when compared to my known genuine
24 signatures, including but not limited to:

- 1
- 2 1. The slant of the signature differs markedly from the consistent slant observed in my
- 3 genuine signatures;
- 4 2. The strokes in the questioned signature is inconsistent and lacks the uniformity found
- 5 in my authentic signatures;
- 6 3. The formation of certain letters in the questioned signature deviates from the
- 7 established patterns observed in my genuine signatures; Most notably the 'B'
- 8 4. The questioned signature lacks the natural variation that is expected and consistently
- 9 present in my genuine signatures.

10

11 In addition to the above discrepancies, my digital forensic examination uncovered signs

12 of potential tampering or manipulation within the document containing the questioned

13 signature. Notable is that the signatures are highly pixelated, more so then any surrounding text

14 and the signature lines have a break which can happen when a digital copy paste is done as a

15 white 'halo' will sometime be present on bad cropping or pasting. Although that is not a great

16 indicator on its own it does add to the mountain of tells in these signatures purported to be Mr.

17 Bass' own hand that produced them. These findings raise serious concerns about the

18 authenticity of the signature and the integrity of the document as a whole.

19

20 The most damning aspect of the signature in question is that there is no `a` in the last name. It's

21 appearance is very much looking like `Bss`. Mr. Bass is very confident in the fact that he knows

22 how to spell his last name. His father gave it to him, passed down from generations, too far back

23 to trace; he may never make it famous, but he'll never bring it shame, it's his last name.

24

1 IV. Conclusion

2 Based on the thorough examination, comparative analysis, and application of my
3 expertise in signature and document analysis, I conclude that the questioned signature is highly
4 likely not authentic and may be a forgery. This conclusion is supported by the substantial
5 discrepancies observed between the questioned signature and my known genuine signatures, as
6 well as the potential tampering or manipulation detected in the document. The only way to
7 refute this analysis is for an examination of the wet inked copy to be carried out.

8

9 In accordance with the Daubert Standard, which has been adopted in Idaho and governs
10 the admissibility of expert testimony, my expert opinion is based on relevant and reliable
11 methods, procedures, and principles that are generally accepted within the field of signature and
12 document analysis. Furthermore, the General Electric Co. v. Joiner and Kumho Tire Co. v.
13 Carmichael cases emphasize the role of trial judges as gatekeepers in determining the
14 admissibility of expert testimony, including both scientific and non-scientific expert evidence.

15

16 Under Federal Rules of Evidence 704(a), my expert opinion is offered to assist the trier of
17 fact in this case and is not objectionable simply because it embraces an ultimate issue. It is
18 important to note that the ultimate determination of whether the signature is authentic or
19 forged will be made by the judge or jury.

20

21 V. Disclosure of Facts, Data, and Expert Witness Discovery

22

23 In compliance with IRCP 26(b)(5) and Federal Rules of Evidence 705, I have disclosed the
24 following information to facilitate the discovery process for expert witnesses:

- 1
- 2 1. My qualifications, including my curriculum vitae (CV), which provides a detailed account
- 3 of my education, work experience, and professional accomplishments (attached as
- 4 EXHIBIT AC).
- 5
- 6 2. The subject matter of my testimony, which pertains to the authenticity of the questioned
- 7 signature, its comparison with known genuine signatures, and the detection of any
- 8 potential tampering or manipulation in the document.
- 9
- 10 3. A summary of the facts and data underlying my expert opinion, including the methods
- 11 and procedures used in my investigation, such as visual inspection, magnification,
- 12 comparative analysis, assessment of signature characteristics, and digital forensic tools.

13

14 In accordance with Federal Rules of Evidence 705, I am prepared to disclose the specific

15 facts or data underlying my expert opinion during my testimony, should the court or opposing

16 counsel require further clarification or elaboration.

17

18 This Expert Witness Report is submitted in conjunction with the Amended Complaint and

19 supporting documents filed in the case of J.Bass v. BoA, Case No. CV35221875. Please do not

20 hesitate to contact me if you need additional information or clarification regarding the

21 disclosure of facts, data, and expert witness discovery in connection with my Expert Witness

22 Report.

23

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: BANK OF AMERICA, N.A C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702

Jeremy L. Bass
Plaintiff

ACKNOWLEDGMENT
STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

Signature

30th March 2023

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 Deviston

Commission Expires: 1/28/25

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

FILED

2023 MAR 30 P 4:25

7 IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT ~~PATTY O'WEERS~~
8 FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY ~~CLEMBER ALLEN~~ CT

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
- DEFENDANT DETAILS

DEMAND FOR JURY

9
10
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 the details of the defendants and
13 reasons of inclusion or not. The reason for this affidavit is to help meet the page limits defined in
14 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. Defendant BANK OF AMERICA CORPORATION. (hereinafter "BAC" or Defendants) declared
18 as an institution type of "Financial Holding Company – Domestic" with primary activity
19 declared as "OFFICES OF BANK HOLDING COMPANIES", FFIEC
20 a. BAC is named in this complaint as they have held claim of beneficiary and are the
21 parent company of many of the other parties involved or having an influence

- 1 over a party involved, making them one in the same as BoA, ReconTrust,
2 CountryWide, MERS, Carrington, and others.
- 3 b. BAC was formed in Delaware.
- 4 2. Defendant RECONTRUST COMPANY, N.A. (hereinafter "ReconTrust," "RT," or Defendants)
5 was a for-profit business entity permitted by the U.S. Office of the Comptroller of the
6 Currency as a non-depository, uninsured, limited-purpose national trust bank.
- 7 a. RT is named despite its non-existence as it was a party set up as it's own, even
8 though BAC is ultimately the party that will be looked at for RT's actions.
- 9 b. It appears ReconTrust was wholly owned by BoA.
- 10 c. RT was a California corporation and was a wholly-owned subsidiary of BoA.
- 11 d. RT foreclosed loans are serviced by BoA and its wholly-owned subsidiary, BAC
12 Home Loans Servicing, L.P.
- 13 e. ReconTrust was acting as a foreclosure trustee in the State of Idaho.
- 14 f. Foreclosure trustees are responsible for conducting nonjudicial foreclosures,
15 called Trustee's sales, in accordance with *Idaho Code § 45-1505* and the terms of
16 the mortgage transaction documents.
- 17 g. "Trustee" means a person to whom title to real property is conveyed by a trust
18 deed or his successor in interest for the limited purpose of the power of sale.
19 *Idaho Code § 45-1502*
- 20 h. Assignment as Trustee was purportedly given on 2009-11-02 through Substitution
21 of Trustee recorded as instrument number 775251, as shown in EXHIBIT S.
- 22 3. The "Trustee" who has the power to proceed with actions that can injury THE PROPERTY
23 and Mr. Bass.
- 24 a. It was said for the "trustee to have all the powers, effective forthwith."

- 1 b. Michael J. Newell, c/o IDEA Law Group, LLC, ESQ. (hereinafter "Mr. Newell") was
2 the individual from IDEA Law Group acting as a trustee on behalf of BoA
3 concerning the sale of THE PROPERTY.
4 i. Mr. Newell was the Trustee named by BoA, underpinning his inclusion in
5 the complaint being that he was trying to conduct a sale of THE
6 PROPERTY, and the TRO would be put to him as he can act independently
7 if not named directly.
8 ii. Mr. Newell has been replaced, but he is still named due to his statements
9 within the court and his activities.
10 iii. On 2022-08-02, Mr. Newell purportedly was named Trustee by the
11 undersigned Ami Bhavsar, the Foreclosure Services Manager from BoA by
12 Carrington as servicer and attorney-in-fact recorded with the Nez Perce
13 County Clerk/Auditor/Recorder office (hereinafter "COUNTY" or "COUNTY
14 RECORDER") as Instrument Number 902078 shown in EXHIBIT P pg. 1.
15 iv. Mailing address 4100 E. Mississippi Avenue, Suite 420, Denver, CO 80246
16 is the most prominent used address presented when called for contact
17 information, shown in EXHIBIT N pg. 1,3,6,11, in EXHIBIT O pg. 1, in EXHIBIT
18 P pg. 1, and many others.
19 v. NOTICE OF APPOINTMENT NOT BEING SENT. NO CAUSE OF WHY THE
20 TRUSTEE WAS REPLACED
21 c. Randall Szabo (hereinafter "Mr. Szabo"), the individual from IDEA Law Group, is
22 the current purported Trustee acting on the will of BoA
23 i. Mr. Szabo was recorded at Trustee on 2023-03-09 with THE COUNTY
24 shown in Exhibit AR.

1 ii. Mr. Szabo has been named here as he has taken on the role of Trustee

2 4. Carrington Mortgage Services (hereinafter "Carrington") is a servicing company and

3 attorney-in-fact for BoA.

4 a. There are no Records of when they started to act as if they were the Trustee

5 b. It appears Carrington is owned by BoA.

6 c. Carrington is not listed anywhere as far as being the active Trustee.

7 d. Carrington does not have a physical location in Idaho which goes against the

8 statute for doing business in the state of Idaho per *Idaho Constitution Article XI*

9 *Section 10 Idaho Const. art. XI, § 10.*

10 5. Unknown Parties (hereinafter "DOE")

- 11 a. At this time, there are hints of other parties that may or may not be considered
- 12 indispensable.
- 13 b. Parties will be added or dropped as it's required or on leave of the court, and a
- 14 list of people identified is shown in Exhibit AS

15

16

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: BANK OF AMERICA, N.A CT CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES CT 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)

30 of March 2023

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

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 Deviston

Commission Expires: 11/28/25

FILED

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

2023 MAR 30 P 4:26

PATTY O WEEKS
CLERK OF THE DIST CT
Amber Allenty

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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 – LOAN EVENTS

DEMAND FOR JURY

9
10
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 pleading for the proceedings over the property located at **1515 2nd AVE. LEWISTON**
14 **ID 83501-3926**(hereinafter "THE PROPERTY" or "HOUSE" fully described in further reading). The
15 reason for this affidavit is to help meet the page limits defined in District Local Rule Civ 7.1 (Civil)
16 [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:

- 19 1. Before that BoA(or BAC, Mr. Bass doesn't recall if it was Bank of America shell company 1
20 or shell company 2 as they are the same in the people's eyes and only different in
21 Delaware) had been servicing the account after it was acquired from ZIONS or if it was
22 Countrywide then BoA.

2. LAND TITLE confirms that the regular operation for one lender to sell a loan to another lender is recording a 'Successor of deed of trust' and then sending a mailer to inform the customer/borrower of the new company to make payments.
 3. On or about October 2009, Defendant Bank purchased the loan from the Original Bank.
 4. Defendant Bank was required to correctly assign the original loan to itself in connection with the loan purchase from ZIONS, as shown in EXHIBIT Q and EXHIBIT AD on page 25.
 5. In the original agreement shown in EXHIBIT AD on page 25, the SERVICING DISCLOSURE STATEMENT was very clear about the process and what to expect, which does not align with what we saw happen. That binding contract states: "Transfer Practices and Requirements: If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing...."
 6. The transfer events are further confirmed in Exhibits AM & AN and confirmed to be what was said to have been done as seen in Exhibit AL, AO, AP & AQ, which contradicts what was reported to the court of a loan being done to pay off the other loan being the one owned by Zion's.
 7. BoA's claim as of yet is that the LoFR was on the note that Zions had, which was to pay it off as Mr. Newell had attested as being what the defendants view was.
 8. 12 CFR 1024.33(a) states that the expected way a loan moves from one lender to another is "the servicing of the mortgage loan may be assigned, sold, or transferred to any other person..." which all avenues in the Federal Code do not include or even indicate that it is ok to have an FHA backed loan paid off within the first year by the borrower with money that they borrowed from another lender in order to facilitate a move of the loan.

- 1 9. It is repeatedly said that the borrower may not, under penalty, use borrowed funds to
2 secure an FHA loan.
- 3 10. The loan is still seen as an FHA loan.
- 4 11. As presented and recorded, BoA made a loan up to pay off the loan their owned already.
- 5 12. It appears that the Defendants created a second deed of trust and promissory note
6 without the knowledge or consent of Mr. Bass, effectively doubling Mr. Bass' debt.
- 7 13. It seems as if BoA is claiming Mr. Bass committed a crime and that BoA helped him to do
8 so by knowingly giving him a loan for an FHA back mortgage he already had.
- 9 14. BoA is claiming they helped Mr. Bass pay off that first loan by opening up a second active
10 loan presented as an FHA-backed loan taken out by the first-time home buyer for the
11 second time, using that money to pay off the loan while taking a loss.
- 12 15. BoA took over the loan on October 16th as per their reporting to a third-party source of
13 Experian to be shown in Exhibits AF.
- 14 16. In the agreement on the original loan shown on EXHIBIT AD page 13, there is a
15 requirement on reconveyance that notice was to be sent, which, when BoA failed to do
16 so, breached the loan/contract that they had acquired which.
- 17 17. Defendant Mr. Newell, in courtroom 2 in the Nez Perce county district two on January 26th,
18 2023, at approximately 11:59 am, attested that they had no wet inked copy and conceded
19 that as a matter of fact.
- 20 18. The standard procedure when a lender sells loans to another lender is to do an
21 "assignment of deed of trust," and the trustor (borrower) gets noticed as they did in the
22 2012 assignment of deed per EXHIBIT Q.
- 23 19. Mr. Bass did not earn enough then to allow for two \$148,612 loans, and BoA a year before
24 had flatly rejected Mr. Bass' first home loan application.

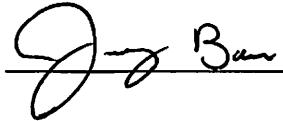
- 1 20. After a year's worth of payments on the loan, the second loan BoA is saying Mr. Bass took
- 2 out was for an amount that somehow increased by +\$2196 from the original amount of
- 3 \$146,418 to \$148,612 with no explanations of why.
- 4 21. EXHIBIT AE shows that Amortization-Schedule for the loan puts the change in the total
- 5 amount owed down by -\$1678 for the total of \$144,740, which makes sense as when you
- 6 pay on a loan, it shouldn't increase but decrease.
- 7 22. 12 "The term 'amortizing loan' means a loan in which payment of the periodic payments
- 8 does not result in an increase in the principal balance under the terms of the legal
- 9 obligation; the term 'negative amortization' means payment of periodic payments that
- 10 will result in an increase in the principal balance under the terms of the legal obligation;
- 11 the term' negative amortization loan' means a loan, other than a reverse mortgage
- 12 subject to § 1026.33, that provides for a minimum periodic payment that covers only a
- 13 portion of the accrued interest, resulting in negative amortization." *CFR 1026.18(s)(7)(v)*
- 14 The original loan is shown in EXHIBIT AD pg. 19 not to be a negatively amortized loan.
- 15 23. There was no guarantee that either of the active loans Mr. Bass had been burdened with
- 16 would be resolved without making payments on both loans.
- 17 24. If another "account error" had occurred and the reconveyance had not been made, Mr.
- 18 Bass would have had no proof that the first loan was paid off, exposing Mr. Bass to
- 19 financial injury.
- 20 25. Defendants have yet to have a third party verify the source of the funds that paid off that
- 21 first loan, as said in the full reconveyance.
- 22 26. It is just as likely that the loan was paid off by a benefactor as it is that BoA let Mr. Bass
- 23 take out a loan to pay Zions off so that he could see the amount owed increase to his
- 24 detriment.

1 27. A third party is required to prove that the funds that were put up to pay off the first loan
2 were not hidden in a trick of accounting and technology.
3 a. Scenarios that could have played out are where a lender takes in a payment from
4 a benefactor who pays off an account, but instead, the leader defuses the fund
5 from the transaction over a batch of other accounts.
6 b. Because they span years and accounts, just a few pennys added to the amount of
7 a billing statement, adjusting the transaction by a few pennies amount then
8 regenerating past statements as needed to cover a redirection of money and
9 other one financial tracks, an bad actor can hide large sums of money. This
10 whole scenario is just one of the many possibilities in which Mr. Bass has seen in
11 his past work of adding security features to systems and software in efforts to
12 thwart this abuse while at WSU and other financial institutions.

13 28. As Zion's Bank sold the loan on Nov 10th 2008.
14 29. Mr. Bass has no recollection of signing anything only a year later, after getting the loan,
15 only that Mr. Bass was upset over being sold off to a bank that had turned him down
16 before.
17 30. At no time does Mr. Bass recall signing any new paperwork after the 2008 paperwork.
18

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: BANK OF AMERICA, N.A C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
Postal: Randall Szabo #10901 IDEA Law Group, LLC 4530 S. Eastern Ave., Ste. 10 Las Vegas, NV 89119	Postal: CARRINGTON MORTGAGE SERVICES C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702

Jeremy L. Bass
Plaintiff



ACKNOWLEDGMENT
STATE OF IDAHO)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

Signature

: ss.

County of NEZ PERCE COUNTY)

3007 March 2023

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 *1112 1/2 N*

Commission Expires: 1/28/25

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

FILED

2023 MAR 30 P 4:26

PATTY O WEEKS
CLERK OF THE DIST CT
COUNTY *Allen* DEPUTY

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT

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

9
10

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.

24. As of April 2022, Carrington was saying that Mr. Bass owed \$129,541, which is approximately \$18,121 over what the Amortization Schedule would have Mr. Bass estimated amount, which should be at roughly \$111,420 if everything was to have gone correct starting from 2008.
 25. The notes erroneously included the name "Aimee Bass." While her name was likely added due to our marital status at the time of the original loan, it is inaccurate as she was never a party to the loan, held any responsibility for it, or had any claim to THE PROPERTY at any time. Her inclusion in the documents was incorrect.
 26. Carrington mortgage stressed the importance of getting a fresh ink copy of the backdated promissory notes and deed of trust for 2012 despite being in 2021.
 27. Carrington felt it so necessary that Mr. Bass signed the backdated paperwork that they were BRIBING Mr. Bass signed the paperwork.
 28. When Mr. Bass was finally exited from the forbearance period, he was presented in 2022 with the mortgage modification papers from Carrington, which was the loan modification not signed referenced by Mr. Newell.
 29. Carrington was pushing this new loan on Mr. Bass. All urgency or interest in if the papers they were backdating to 2012 were signed at all. Carrington went from bribing Mr. Bass into signing the backdated 2012 versions of paperwork claimed to have been absolutely necessary to sign because that is what the county needed, to skipping past that purported requirement as long as I signed these new papers as I exited the forbearance.
 30. Carrington presented loan modification paperwork at the end of Mr. Bass' forbearance period in which there was not negotiations just a demand to sign them or be foreclosed 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: BANK OF AMERICA, N.A C T CORPORATION SYSTEM 1555 W SHORELINE DR STE 100 BOISE, ID 83702
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Jeremy L. Bass
Plaintiff



ACKNOWLEDGMENT
STATE OF IDAHO)

JENNIE HAUER
COMM. #20190160
NOTARY PUBLIC
STATE OF IDAHO

Signature

: ss.

County of NEZ PERCE COUNTY)

30 of March 2023

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 Coeur d'Alene

Commission Expires: 11/28/25