

Jeremy L. Bass, *Perforce Pro Se*  
1515 21<sup>st</sup> Ave  
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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT  
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY

DPW ENTERPRISES LLC and MOUNTAIN PRIME  
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

DWAYNE PIKE, and CURRENT OCCUPANT, and  
Unknown Parties in Possession of the real  
property commonly known as 1515 21<sup>st</sup> Avenue,  
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**AFFIDAVIT OF JEREMY L. BASS  
IN SUPPORT OF MOTION TO STAY**

**ORAL ARGUMENT REQUESTED**

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

I, Jeremy L. Bass, being first duly sworn upon oath and under penalty of perjury, do hereby  
depose, testify, and aver as follows:

**I. Personal Background**

1. Your Affiant is the Defendant-Appellant in the above-captioned matter and maintains my  
primary residence at 1515 21st Avenue, Lewiston, Idaho (hereinafter "Subject Property"), said  
property representing a substantial personal and financial investment, the preservation of  
which forms the basis of the instant motion.
2. Your Affiant has been compelled to proceed *perforce pro se* in the instant matter due to  
circumstances beyond my control and wholly unrelated to financial capacity or diligent effort  
to obtain counsel, as more fully set forth herein:

- a. Between January 2022 and December 2024, Your Affiant contacted in excess of one hundred twenty (120) law firms in Idaho, Washington, and Oregon, none of which were able to undertake representation. The grounds for declination included, inter alia:
  - i. Conflicts of interest, constituting the majority of responses;
  - ii. Lack of requisite expertise in the relevant areas of law;
  - iii. Excessive existing caseloads precluding acceptance of new matters.
- b. It is hereby specifically averred that no firm or legal professional cited any deficiency in the merit or legal foundation of Your Affiant's position.
- c. On 2022-03-03, in documented email correspondence, Joanna McFarland rendered assistance in attempting to secure representation, including provision of a comprehensive roster of attorneys practicing statewide.
- d. About 2024-03-05, Mr. Nathan Rudd of the Nez Perce County Prosecutor's Office, having been appraised of all pertinent details, advised Your Affiant to maintain possession of the Subject Property pending their office's review of the matter, specifically noting their inability to take action absent receipt of a properly filed case.
- e. Notwithstanding repeated attempts, Your Affiant received rejection notices from:
  - i. The Idaho Volunteer Lawyers Program.
  - ii. Idaho State Legal Aid, which erroneously cited a conflict of interest, was later acknowledged as a mistake in October 2024 by Mr. Naggy.
- f. Inquiries directed to the Idaho State Bar and the University of Idaho Law School yielded no viable alternatives for representation.
- g. It is understood that most described my plight as unimaginable. However, this has not been a fabricated situation; I am genuinely forced to undertake my defense without professional legal assistance.

- h. The circumstances compelling Your Affiant's self-representation have been subject to mischaracterization, notwithstanding demonstrable efforts to comply with all applicable legal processes and preserve property rights.

## **II. FINANCIAL CONSIDERATIONS AND PROPERTY MAINTENANCE**

- 1. Ongoing Property Maintenance Obligations:
  - a. Your Affiant has maintained comprehensive financial responsibility for the Subject Property, including:
    - i. Annual property tax obligations totaling \$2,500.00;
    - ii. Homeowner's insurance premiums of \$2,200.00 per annum;
    - iii. Monthly utility obligations pursuant to existing lease agreements:
      - Water/Sewer/Waste Management: ~\$250.00
      - Internet services: ~\$120.00
      - Electric/Gas Services: ~\$250.00
    - iv. Property maintenance and services averaging ~\$500.00 monthly
- 2. Income Impairment
  - a. Rental income from Subject Property has been materially diminished, as evidenced by:
    - i. Contractual lease provisions specify a monthly rent of \$700.00;
    - ii. Current direct tenant remittance: approximating \$200.00 monthly;
    - iii. The Idaho Housing and Finance Association (hereinafter "IHFA") subsidy payment, approximating Five Hundred Dollars (\$500.00) monthly, has been redirected to Plaintiffs-Respondents pursuant to IHFA's unilateral determination, said redirection occurring without prior judicial intervention and resulting in material prejudice to Your Affiant's financial position.

- This redirection has created a significant financial shortfall, which Your Affiant has been compelled to cover personally to maintain the property, fulfill lease obligations, and minimize potential damages.

3. Cost of Legal Defense and Property Preservation

a. Cost of tools to help even the playing field:

- i. Lexus Nexus: ~\$800 monthly

b. Property preservation measures:

- i. 3 storage units to house as much of my personal property as I can
  - Unit 1 \$100 monthly
  - Unit 2 \$145 monthly
  - Unit 3 \$275 monthly

4. Supersedeas Bond Considerations

a. The imposition of a supersedeas bond requirement would create substantial inequities, specifically:

- i. Plaintiffs-Respondents maintain multiple avenues for complete financial recovery, including:
  - Direct actions against trustee for procedural deficiencies
  - Claims against loan servicer for administrative irregularities
  - Remedies against lending institutions for documentation defects
  - Indemnification from various involved parties
  - Standard industry risk mitigation mechanisms
- ii. Your Affiant faces irreparable harm absent stay:
  - Displaced of primary residence during this process
  - Forfeiture of approximately \$400,000.00 in accrued equity

- Disruption of existing tenancy obligations only your Affiant has ensured has been protected so far
  - Inability to recover damages through alternative remedies
- b. These expenses, in conjunction with the diminution of rental income, have created undue hardship and exemplify the inequities inherent in requiring a supersedeas bond in the instant case. Specifically:
- i. While posting of a supersedeas bond is not categorically impossible, the totality of circumstances demonstrates that such a requirement would constitute an unjust and punitive barrier to the exercise of appellate rights.
  - ii. Plaintiffs-Respondents face no actual financial loss regardless of the ultimate disposition of this matter, as they maintain multiple avenues for recovery of their bid amount through the trustee, servicer, or banking institution as they see fit to.
  - iii. Conversely, Your Affiant lacks any avenue for relief or compensation regarding the divestment of personal real property and substantial equity therein, particularly when compared to Plaintiffs-Respondents' nominal bid price.
  - iv. Any fair assessment of the bond requirement would balance these inequities, suggesting either that Plaintiffs should post a supersedeas bond or that I should, in fairness, be required to post a negative bond amount to reflect the disparity.
- c. Imposing a bond on top of the involuntary losses already inflicted would:
- i. Unduly burden my ability to maintain the property and fulfill lease obligations.

- ii. Make it extremely difficult to pursue this appeal to its proper conclusion, thereby achieving the Plaintiffs' goal of prejudicing me and obstructing my equal access to justice.
- iii. Allow Plaintiffs to unfairly benefit from unjust enrichment during the proceedings, turning a bond requirement into an unfairly punitive measure against me.

### **III. Contributions to Plaintiffs' Interests**

1. By covering all property-related costs, Your Affiant has ensured that the property remains in good condition as it was at the time of the auction, preserving its value and preventing any potential harm to Plaintiffs' interests. This includes maintaining the rights and living conditions of the tenant.
2. In the event Plaintiffs prevail, they shall acquire a well-maintained property without incurring additional costs, further demonstrating the absence of financial risk during the pendency of this appeal.

### **IV. Harm to Defendant Absent a Stay**

If a stay is not granted, the harms suffered are not only personal but also financial, as the loss of the property would leave your Affiant without their home or a means of recouping their investment. Absent a stay of proceedings, your Affiant will suffer immediate and irreparable injury, loss, and damage, including but not limited to:

- a. dispossession from Your Affiant primary residence;
- b. forfeiture of substantial equity without adequate remedy at law, approximately \$400,000 in equity, which cannot be recovered through monetary damages;
- c. Disruption to the tenant's rights and the risk of potential legal actions arising from their displacement.

**V. Request for Equitable Relief**

1. I respectfully request that the Court grant the Motion to Stay Judgment Pending Appeal to protect my property and financial interests while allowing the appeal to proceed.
2. I further request that the Court waive the supersedeas bond requirement or, alternatively, set a nominal bond amount that reflects the minimal risk to Plaintiffs and my financial circumstances.

WHEREFORE, your Affiant respectfully prays that this Honorable Court:

1. GRANT the Motion to Stay Judgment Pending Appeal;
2. WAIVE the supersedeas bond requirement or, in the alternative, set a nominal bond amount commensurate with the demonstrable absence of risk to Plaintiffs- Respondents; and
3. GRANT such other and further relief as this Court deems just and proper under the circumstances.

Dated this 2<sup>nd</sup> day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

\_\_\_\_\_  
Jeremy L. Bass

\_\_\_\_\_  
Signature

Defendant-Appellant / Perforce Pro Se

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**CERTIFICATE OF MAILING**

I certify that I have sent by email and first-class mail this ***AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF MOTION TO STAY*** to Plaintiffs and Co-Defendant's counsel on January 2<sup>nd</sup>, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 <b>Email:</b> lewis@hwmlawfirm.com [✓] <b>Postal:</b> Halliday, Watkins & Mann, P.C. [ ] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> <b>Email:</b> kennagy@idaholegalaid.org [✓]
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\_\_\_\_\_  
Jeremy L. Bass Signature  
Defendant-Appellant / Perforce Pro Se

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**CERTIFICATION AFFIDAVIT**

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

Jeremy L. Bass, being sworn, deposes and says:

That the party is the appellant in the above-entitled appeal and that all statements in this notice of appeal are true and correct to the best of his knowledge and belief.

\_\_\_\_\_  
Jeremy L. Bass Signature  
Defendant-Appellant / Perforce Pro Se

Subscribed and Sworn to before me this 2<sup>nd</sup>, day of January, 2025.

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

Residing at \_\_\_\_\_ Commission Expires: \_\_\_\_\_

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**ACKNOWLEDGMENT**

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

On the 2<sup>nd</sup> day of January, 2025, before me, the undersigned Notary Public, personally appeared Jeremy L. Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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



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

Residing at \_\_\_\_\_ Commission Expires: \_\_\_\_\_