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IDEA

Inclusion Diversity Equity & Awareness "IDEA" Committee

ALFN values the individual differences within our member community, and the benefits that diversity and inclusion brings to our association. We continue providing access to opportunities regardless of race, ethnicity, gender, religion, age, sexual orientation, nationality, disability, appearance, geographic location, or professional level. The group meets quarterly and may schedule calls as necessary. The group hosts webinars with special guest speakers, submits topics for educational presentations that pertain to issues of interest from this committee, and helps to plan ALFN's Annual DEI Event each Spring - IDEA Summit.

The committee will work to:

- Promote greater diversity in the ALFN by helping recruit, support, and retain members and group participants from diverse backgrounds
- Assist the ALFN Board of Directors and CEO in the implementation of strategic initiatives proposed by the committee

- Promote participation in activities supporting diversity and inclusion in our member communities
- Communicate diversity and inclusion initiatives, actions and results to ALFN members and group participants

[Click here to join IDEA \(website login required\).](#)

IDEA Leadership Team:

- Chair (Attorney-Trustee or Associate member, can be an Attorney or Non-Attorney)
 - Maria Tsagaris, Esq. - McCalla Raymer Leibert Pierce – maria.tsagaris@mccalla.com (term ends 12/31/25)
- Vice Chair (Attorney-Trustee or Associate member, can be an Attorney or Non-Attorney)
 - Caren Castle, Esq. – IDEA Law Group – ccastle@idealawgroupllc.com (term ends 12/31/25, then moves to Chair for a 2-year term that ends 12/31/27)
- Servicer Co-Chairs (Servicer/GSE, can be an Attorney or Non-Attorney)
 - Candace Russell – Carrington Mortgage – candace.russell@carringtonms.com (term ends 12/31/25)
 - Steven Higgins-Prelle – Slaterock Asset Management – shiggins@owslp.com (term ends 12/31/25, may be re-elected for another 2-year term)
- Chair Emeritus (immediate past Chair) (Attorney-Trustee member, must be an Attorney)
 - Natalie Grigg, Esq. – Woods Oviatt Gilman – ngrigg@woodsdefaultservices.com (term ends 12/31/24)
- ALFN Staff Liaison
 - Susan Rosen – ALFN – srosen@alfn.org
- ALFN Board Liaison
 - Natalie Grigg, Esq. – Woods Oviatt Gilman LLP – ngrigg@woodsdefaultservices.com

Appointed Positions (Not Members of the Committees Leadership

Team. Appointed by the Committees Leadership Team):

- Secretary (Attorney-Trustee or Associate member, can be an Attorney or Non-Attorney)
 - Christine Maggard, Esq. – Brock & Scott, PLLC – christine.maggard@brockandscott.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)

- Events, Content & Social Media Subcommittee – 2 Co-Chairs (Attorney-Trustee or Associate member or Servicer/GSE, can be an Attorney or non-Attorney. 1 Co-Chair must be an Attorney-Trustee or Associate Member)
 - Ali Degan, Esq. - Knuckles & Manfro LLP - ad@kkmllp.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
 - Julie York, Esq. - Brock & Scott - julie.york@braockandscott.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
- Membership Subcommittee – 2 Co-Chairs (Attorney-Trustee or Associate member or Servicer/GSE, can be an Attorney or non-Attorney. 1 Co-Chair must be an Attorney-Trustee or Associate Member)
 - Gina Daya - Diaz Anselmo & Associates, P.A. - gdaya@dallegal.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
 - Toni Klysz - Mortgage Legal Network - toni@mortgagelegalnetwork.com (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
- Resource Guide & Strategic Partnership Subcommittee – 2 Co-Chairs (Attorney-Trustee or Associate member or Servicer/GSE, can be an Attorney or non-Attorney. 1 Co-Chair must be an Attorney-Trustee or Associate Member)
 - Vacant Position (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)
 - Vacant Position (term ends 12/31/25, may be re-appointed for another 2-year term or may run for leadership team after term ends)

PRIMARY CONTACTS

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srosen@alfn.org

Chair
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 McCalla Raymer Leibert Pierce
maria.tsagaris@mccalla.com

Vice Chair
 Caren Castle, Esq.
 IDEA Law Group

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American Legal & Financial Network (ALFN)
A 501(c)6 Non-Profit Organization
10805 Sunset Office Drive, Suite 400
St. Louis, MO 63127
636-257-4500

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Evidence B

Evidence C

**RECEIPT****Taxes**

Nez Perce County Treasurer
1230 Main Street
Lewiston, ID 83501
208-799-3030

Billing Date 01 Jul 2024 03:53 PM
Billing ID 468246

Payment Type	Debit Card
Card #	XXXXXXXXXXXX5551
Customer Name	Jeremy Bass
Email	
Phone	(208) 549-9584
Address	1515 21st Ave - 83501 Lewiston, ID
Parcel Number:	RPL0880010010A
Phone Number	(208) 549-9584
Payment Notes:	MASTER CARD DEBIT
Amount:	\$1256.74
Service Charge	\$30.04
	TOTAL \$1286.78

Signature

Thank you for using OnePlatform
GovPros
400 Renaissance Center Dr.
Suite 2600

Evidence D

Notice Date: 12/12/23

To: JEREMY L BASS
1515 21STAVE
LEWISTON ID 83501

Loan Number: 4000401948
FHA Case Number: 1212658354703
Mortgagor: JEREMY L BASS
Co-Mortgagor:
Property: 1515 21ST AVE
LEWISTON ID 83501

Payoff Quote

The figures in this quote are based on the payoff/closing date 01/01/24 provided to us. The total amount due to pay the loan in full is \$163,839.86. These figures are good through 01/01/24 subject to the conditions herein. Funds received after 01/01/24 will require an additional \$408.83 monthly interest. This Payoff Quote shall be good and effective until 01/01/24, after which it will be void and you must obtain another Payoff Quote. This loan is due for the 07/01/20 payment.

Breakdown of Amount Owed:

Unpaid Principal Balance:	\$112,136.62	Recording Cost:	\$.00
Interest at: 4.37500%	\$17,579.69	Recon/Release Cost:	\$.00
Principal & Interest Advance:	\$.00	Other Unpaid Expenses ¹ :	\$14,735.69
Escrow Shortage:	\$11,937.95	Late Charges:	\$57.00
PMI/MI Premium Due:	\$.00	Prepayment Penalty:	\$.00
Escrow Credit:	\$.00	Deferred Pursuant to Loan Modification:	\$7,392.91
Suspense Balance:	\$.00		
		TOTAL AMOUNT TO PAY LOAN IN FULL:	\$163,839.86

Where to Send Payoff Funds:

Please send payoff funds to Carrington Mortgage Services, LLC using one of the options listed below. Failure to send a wire transfer or certified funds to the address below may cause the payoff funds to be returned or rejected, which will result in the accrual of additional interest.

Wire Transfer (Fastest Option)

For same day processing, Carrington must receive the full payoff amount before 2:00 PM EST. Include the following information with your wire transfer:

JPMorgan Chase Bank, N.A.
ABA# 021000021
Account# 758673552
Carrington Loan Number
Customer Name
Customer Property Address

Certified Funds (Cashier's Check or Money Order)

Make the check payable to Carrington Mortgage Services, LLC and include the Carrington Loan Number, Customer Name, Address, and indicate "Payoff Funds" on the check.

Please remit to the address below by Overnight or Regular Mail:

Carrington Mortgage Services, LLC
ATTENTION: CASHIERING
1600 South Douglass Road Suite 200A
Anaheim, CA 92806

Should you have any questions regarding this payoff quote, please contact Customer Service at 1-800-561-4567, Monday to Friday from 8:00 AM to 9:00 PM, Eastern Time.

Payoff Department
Carrington Mortgage Services, LLC

¹An itemization of the Other Unpaid Expenses will be listed on the following page(s) of this payoff quote.

Evidence E

**RECEIPT****Taxes**

Nez Perce County Treasurer
1230 Main Street
Lewiston, ID 83501
208-799-3030

Billing Date 01 Jul 2024 03:53 PM
Billing ID 468246

Payment Type	Debit Card
Card #	XXXXXXXXXXXX5551
Customer Name	Jeremy Bass
Email	
Phone	(208) 549-9584
Address	1515 21st Ave - 83501 Lewiston, ID
Parcel Number:	RPL0880010010A
Phone Number	(208) 549-9584
Payment Notes:	MASTER CARD DEBIT
Amount:	\$1256.74
Service Charge	\$30.04
TOTAL	\$1286.78

Signature

Thank you for using OnePlatform
GovPros
400 Renaissance Center Dr.
Suite 2600

Evidence F

RESIDENTIAL LEASE AGREEMENT

28th 2024

February 2024 2024

THIS LEASE (the "Lease") dated this 28 day of September, 2022

BETWEEN:

Jeremy Bass

(the "Landlord")

- AND -

Dwayne Pike

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Leased Property

1. The Landlord agrees to rent to the Tenant the room, municipally described as 1515 21st ave Unit C. (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. **No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord.**
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property, when available.
6. The Tenant and members of the Tenant's household **will not** smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property, except in the outside sitting area away from openings to the units.
7. The Tenant and members of the Tenant's household **will not** vape anywhere in the Property nor permit any guests or visitors to vape in the Property, except in the outside sitting area away from openings to the units.
8. Term
8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 28th, 2024 and continuing for a period of two years (the "Term"). The Tenant will receive a 1% discount on the Rent for the second year for signing the Lease early and for the 2 year agreement. After the initial Term, the Lease will continue on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Idaho (the "Act").

10. Rent

10. Subject to the provisions of this Lease, the rent for the Property is **\$700.00 per month (the "Rent")**.

11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's check.

12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

13. The Tenant will be charged an additional amount of **\$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date** and any mandatory grace period required under the Act, if any.

14. Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$700.00 (the "Security Deposit") which is a non-refundable amount for the soul use of maintenance.

15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits to which will count towards a final maintenance bill if applicable.

16 During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
3. unplugging toilets, sinks and drains;
4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

9. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and

10. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. Pet Fee

18. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$250.00 (the "Pet Fee").

19. Inspections

20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act. The property again referring to the room, not the common areas in which the landlord co-habits.

22. Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

3. removing or adding walls, or performing any structural alterations;

4. installing a waterbed(s);

5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

7. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

24. Utilities and Other Charges

25. Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
27. 26 The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
28. Attorney Fees
28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.
29. Governing Law
27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Idaho.
28. Severability
28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
29. The invalidity or unenforceability of any provisions of this Lease **will not** affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.
30. Amendment of Lease
30. This Lease may only be amended or modified by a written document executed by the Parties.
31. Assignment and Subletting
31. The Tenant **will not** assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.
32. Additional Clause
- 32 Access to the common areas includes the basement kitchen, Bathroom, Laundry. There is no guest of the tenant that may be left unattended or stay overnight at any point without the landlord's written consent, and any guest must be introduced and known by the landlord due to the nature of the area and security reasons. Utilities (power, heating and cooling), Internet, and Water/Sewer/Garbage are all split and to be paid with rent. On average the utility services are \$200 a month per unit and any increase will be given in writing as this is included in the rental cost. The areas must be kept up with no trash or like items left about, and the common area must be kept clean. Room cleanliness is reason for ending the renting of the room if there are any health hazards created such as molding food or like scenarios. The landlord does work at night so reasonable accommodations will need to be worked out as time goes. Any issues need to be brought to the attention in writing and will be taken care of as soon as possible. Anything damaged in the common area by the tenant will be their responsibility to cover the replacement or work to fix which must be coordinated with the landlord.

- 32.2 If the Property is sold, the Lease will transfer with the Property, and the new owner will be bound by all the terms and conditions of this Lease.
- 32.3 The Landlord must pay out to the Tenant the sum of the Rent multiplied by the remainder of the months left in the Lease, unless specifically released from this requirement by the Tenant or Jeremy L. Bass.
33. Damage to Property
33. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.
34. Maintenance
34. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
35. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
36. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the use of the Tenant, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
37. Where the Property has its own garden or grass area which is for the use of the Tenant, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.
38. Care and Use of Property
38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
39. The Tenant **will not** engage in any illegal trade or activity on or about the Property.
40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
41. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
42. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by the landlord or assigned agent of the landlord. The Landlord will be

notified in advance as to the name, address and phone number of the person doing the inspections.

43. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

44. Rules and Regulations

44. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

45. Lead Warning

45. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

46. Mediation and Arbitration

46. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

47. Address for Notice

47 For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

1. Name: Jeremy Bass

2. Phone: _____

48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

1. Name: Jeremy Bass.

2. Address: 1515 21st ave.

The contact information for the Landlord is:

3. Phone: (208) 549-9584.

4. Email address: Quantum.J.L.Bass@RAWdeal.io.

49. General Provisions

49. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

50. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease **will not** operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-

performance and **will not** defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
52. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
53. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
55. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
56. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
57. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
58. This Lease constitutes the entire agreement between the Parties.
59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
60. Time is of the essence in this Lease.
61. The tenant is to have 1st & last month's rent, plus the security deposit and Pet deposit if applicable before moving in unless an agreement is already in writing with the landlord.

IN WITNESS WHEREOF Dwayne Pike and Jeremy Bass have duly affixed their signatures on this 28 day of February, 2024.

Jeremy Bass

Jeremy Bass

Dwayne Pike 2/28/24
Jeremy Bass (Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 28th day of February, 2024.

Jeremy Pike
Dwayne Pike (Tenant) 2/28/24

Lead-Based Paint Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: 28th day of
February, 2024

Jeremy Bass
Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the abovementioned reports and records; and
2. the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency. The link is provided and what the tenant is receiving.

Date: 28th day of
February, 2024

Dwayne Pike
Tenant: Dwayne Pike 2/28/24

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-yourhome>.

Asbestos Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the

Property:

Jeremy Bass

Landlord: Jeremy Bass

Date: 28th day of
February, 2024

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 28th day of
February, 2024

Tenant: Dwayne Pike

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*

**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,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
**MEMORANDUM IN SUPPORT
OF DEFENDANT'S RESPONSE
- AUCTION**

DEMAND FOR JURY

I. Introduction

This memorandum is submitted in support of the Defendant's response to the Plaintiff's Complaint for Eviction. It addresses the statutory requirements and legal implications of conducting a foreclosure auction as a "public auction" under *Idaho Code § 45-1504*, particularly in light of alleged auction fixing, collusion between the buyer, trustee, and mortgage servicer, and a breach of contract by Carrington Mortgage Services.

II. Additional Facts

Carrington Mortgage Services had agreed to allow the Defendant to pay off the house rather than proceeding with an auction that was already under suspicion for collusion, price-fixing, and coercion. The Defendant was informed by a developer involved in the auction process that the auction was being rigged, involving threats, intimidation, and potential use of force to compel the Defendant to act against his will. This coercion is akin to extortion, where threats are used to obtain property, money, or other benefits. Carrington was aware of the Defendant's ability to pay

1 off the house, but the funds were tied up in probate following the Defendant's mother's passing
2 on July 7th, 2023.

4 Carrington agreed to a payoff arrangement and began the process of calculating the correct
5 figures, despite continuing to downplay the fraudulent actions. As proof of this verbal and
6 binding agreement, Carrington sent new figures for the payoff. Although the numbers were
7 incorrect, the Defendant proceeded with the understanding that paying off the house would
8 remove it from the auction process, thereby minimizing further damages and allowing the
9 Defendant to seek recourse later. Carrington further demonstrated their commitment to this
10 arrangement by not paying the property taxes or the house insurance, obligations which would
11 have otherwise been theirs to cover. In November, the Defendant paid the home insurance for
12 the year and the second half of the year's property taxes, reinforcing the understanding that the
13 property was being transitioned out of the foreclosure process.

14
15 Despite these ongoing efforts and regular updates provided by the Defendant on the probate
16 process, Carrington abruptly proceeded with the auction, breaching the agreement that had been
17 established. This action not only violated the terms of the payoff arrangement but also
18 constituted a breach of contract, as Carrington had agreed to halt the foreclosure process in
19 exchange for the Defendant paying off the demanded amount.

III. Legal Analysis

A. Trustee's Powers under Idaho Code § 45-1504:

Idaho Code § 45-1504 grants the trustee the authority to sell the property described in a trust deed through a public auction if the borrower defaults. This statute requires that the

1 auction be open, competitive, and conducted in a manner that ensures transparency and
2 fairness for all potential bidders. The trustee, acting as a fiduciary, must manage the sale with
3 integrity, ensuring that the process is not influenced by improper actions or collusion. The
4 statutory mandate to "sell the property at a public auction" implies that the auction must
5 adhere to principles of openness and fairness, where all interested parties can participate
6 without undue influence or manipulation.

7 **B. Definition of "Public Auction"**

8 According to Black's Law Dictionary:

9 *"A public auction is an auction held openly, allowing all qualified bidders to*
10 *participate, with the sale going to the highest bidder. Public auctions are typically*
11 *advertised in advance, and the rules are established to promote transparency and*
12 *fairness."*

13 This definition emphasizes that a public auction must be open to the public, allowing for
14 fair competition among bidders, with no hidden agreements or preferential treatment. The
15 trustee's role is to conduct the auction impartially, ensuring that the process reflects these
16 principles. Furthermore, in *Kane v. Union State Bank*, 21 F. Supp. 225 (D. Idaho 1937), the court
17 held that a public auction must be conducted in a manner that fosters competitive bidding
18 and does not allow for collusion among bidders.

19
20 The fixing of an auction, where the outcome is predetermined through collusion between
21 the buyer, trustee, mortgage servicer, or other interested parties, violates the very essence of
22 what a "public auction" is supposed to represent. Such practices undermine the competitive
23 nature of the auction, preventing it from being truly "public" as required by law. This
24 manipulation of the auction process caused great harm to me, as it effectively stole the equity
25 I had built up in my home.

1
2 Had the auction been conducted starting at fair market value, as required by a fair and
3 transparent process, it is highly likely that a bid near or at the fair market value would have
4 been received. In such a scenario, there would have been up to approximately \$150,000 in
5 equity that they would have had to return to me. However, by rigging the auction for their own
6 benefit, they completely wiped away all the equity I had accumulated over the years through
7 overpayments and responsible financial management. It's theft of home own's equity that the
8 perpetrators have tried to normalize to make it seem as if there is no victim.

9
10 This deliberate and knowing act of fixing the auction not only deprived me of the
11 substantial equity in my home but also demonstrates a willful and malicious intent to cause
12 financial harm. By knowingly engaging in practices that prevented a fair market auction,
13 Carrington Mortgage Services and the trustee effectively stole the financial security I had
14 worked hard to build, causing significant and lasting injury.

15
16 **C. Relevant Idaho and U.S. Codes**

17 In addition to *Idaho Code § 45-1504*, several other related statutes and legal principles further
18 clarify the obligations of trustees and the requirements for conducting a public auction:

- 19 1. *Idaho Code § 45-1506*: specifies the process and requirements for non-judicial
20 foreclosures, including notice, timing, and auction procedures. Failure to comply with
21 these statutory requirements can result in the auction being deemed invalid, as
22 established in *Wells Fargo Bank, N.A. v. Renz*, 124 Idaho 885, 865 P.2d 66 (1993).

2. ***Idaho Code § 45-1502***: provides definitions for terms used in Idaho's foreclosure statutes, including "trustee," "beneficiary," and "trust deed," ensuring clarity in the roles and responsibilities of each party involved in the foreclosure process.
 3. ***Idaho Code § 45-1505***: details the requirements for notifying a borrower of default under a trust deed before proceeding with foreclosure. Proper notice is critical in ensuring that the borrower is fully informed of their rights and obligations.
 4. ***Idaho Code § 45-1512***: describes the process for a trustee to reconvey title to the borrower upon satisfaction of the secured obligation, reinforcing the principle that the trustee must act in the best interests of all parties involved.
 5. ***Idaho Code § 45-1513***: provides guidelines for conducting the sale, including the public nature of the auction, bidding procedures, and handling of proceeds. These guidelines are designed to ensure that the auction is conducted fairly and transparently.
 6. ***Idaho Code § 55-809***: mandates that all deeds, mortgages, and other instruments affecting real property be recorded to provide notice to subsequent purchasers and creditors. The recording of the Trustee's Deed following a public auction is crucial in ensuring the validity of the sale, as unrecorded instruments may not provide the legal notice required by Idaho law. In this case, the auction cannot be considered a proper foreclosure sale because it was conducted using unrecorded instruments. Specifically, the Trustee's Deed, which should provide clear evidence of the transfer of title, was not recorded in accordance with Idaho law. This failure to record the deed means that the sale may not provide the legal notice required by *Idaho Code § 55-809*, rendering the foreclosure and subsequent auction questionable at best. Furthermore, the last uncontested and properly recorded instrument of title was a Letter of Full Reconveyance. This document, which signifies that the debt secured by the deed of trust has been fully

1 satisfied and the lien released, should have extinguished any subsequent claims against
2 the property. The use of unrecorded and possibly fraudulent instruments to conduct the
3 auction, in the face of a recorded Full Reconveyance, is a blatant violation of Idaho's
4 recording statutes and casts serious doubt on the validity of the foreclosure and auction
5 process.

- 6 7. ***11 U.S.C. § 704***: outlines the duties of a trustee in bankruptcy, including the collection and
7 liquidation of the debtor's assets and the distribution of proceeds to creditors. These
8 duties emphasize the trustee's role in ensuring that the auction process is conducted
9 fairly and in accordance with the law.
- 10 8. ***11 U.S.C. § 1106***: describes the duties of a trustee or examiner appointed in Chapter 11
11 bankruptcy cases, including conducting auctions of estate assets. This statute reinforces
12 the trustee's obligation to act impartially and in the best interests of all parties.
- 13 9. ***12 U.S.C. § 1701j-3***: pertains to the rights of mortgage holders (including trustees) to
14 enforce due-on-sale clauses, which can impact foreclosure and auction proceedings. This
15 federal statute underscores the importance of adhering to contractual obligations and
16 ensuring that the auction process is conducted transparently.
- 17 10. ***26 U.S.C. § 6335***: covers the procedures for the IRS to sell property seized for non-
18 payment of taxes, including auction procedures. This statute highlights the federal
19 standards for conducting auctions, which emphasize transparency and fairness.
- 20 11. ***15 U.S.C. § 78fff***: outlines the duties of a trustee appointed to oversee the liquidation of a
21 brokerage firm, including conducting auctions of assets. This statute further emphasizes
22 the trustee's role in ensuring that the auction process is conducted impartially and
23 without collusion.

- 1 12. *28 U.S.C. § 2001*: governs the sale of real property under the jurisdiction of a federal
2 court, often by a trustee or receiver. This statute underscores the importance of
3 conducting public auctions in a manner that is open, transparent, and free from
4 manipulation.
- 5 13. *28 U.S.C. § 2004*: covers the sale of personal property under federal court jurisdiction,
6 including auctions. This statute reinforces the principles of transparency and fairness in
7 the auction process.
- 8 14. *12 U.S.C. § 1821*: governs the powers of the Federal Deposit Insurance Corporation (FDIC)
9 when acting as a receiver, including conducting auctions of a failed institution's assets.
10 While the Idaho Code may provide limited or vague guidance on what constitutes a
11 "public auction," federal law, as exemplified by *12 U.S.C. § 1821*, sets a more stringent
12 standard that emphasizes transparency, fairness, and the prevention of collusion in the
13 auction process. The FDIC is required to conduct auctions in a manner that is open and
14 accessible to all qualified bidders, ensuring that the highest bid is accepted without bias
15 or manipulation. These federal standards are designed to protect the integrity of the
16 auction process and to prevent any party from exerting undue influence to manipulate
17 the outcome. In situations where state law may not fully define the parameters of a
18 public auction, federal standards like those set forth in *12 U.S.C. § 1821* provide clear
19 guidance on how such auctions should be conducted. This federal statute underscores
20 the broader policy goal of ensuring that all public auctions, regardless of the specific
21 context, are conducted transparently and free from collusion. By adhering to these
22 standards, auctions are more likely to achieve fair market value for the assets in
23 question, thereby protecting the interests of all parties involved. In the present case,
24 where the foreclosure auction was marred by allegations of fixing and collusion, *12 U.S.C.*

1 § 1821 offers a clear federal standard that highlights the deficiencies in the way the
2 auction was conducted under Idaho law.

3

4 D. Enforceability of Verbal Contracts in Idaho

5 In Idaho, verbal contracts can be enforceable, provided certain conditions are met, such as
6 clear evidence of the agreement, mutual assent, and consideration. The following Idaho
7 statutes and case law support the enforceability of verbal contracts:

8

9 1. *Idaho Code § 28-2-201: Statute of Frauds*

10 This section generally requires certain contracts to be in writing to be enforceable, such as
11 contracts for the sale of goods over \$500. However, it also recognizes exceptions where a
12 verbal contract may still be binding if:

- 13 • The goods are specially manufactured.
14 • The party against whom enforcement is sought admits in court that the contract
15 was made.
16 • Payment has been made and accepted, or goods have been received and accepted.

17 Although this statute primarily addresses goods, it underscores the concept that certain
18 verbal agreements can be binding and enforceable under specific circumstances, such as
19 where the agreement is clear and the terms have been partially performed.

20

21 2. *Idaho Code § 9-503: Evidence of Agreement*

22 This statute allows for the introduction of evidence to establish the existence and terms
23 of a verbal agreement. This is crucial in cases where the agreement is verbal but
24 supported by subsequent actions (such as payments made or services provided) that

1 confirm the existence of a binding contract. In the case at hand, the Defendant's
2 payments for home insurance and property taxes, typically covered by the mortgage
3 servicer, serve as evidence of the verbal agreement.

4

5 **3. *Idaho Code § 29-110: Consideration Required for Contracts***

6 This statute affirms that consideration, which can be a promise, an act, or forbearance, is
7 required to make a contract binding. The verbal agreement between the Defendant and
8 Carrington Mortgage Services involved mutual promises—Carrington's promise to halt the
9 auction in exchange for the Defendant's payment—constituting valid consideration and
10 making the agreement enforceable under Idaho law.

11

12 **4. *Idaho Code § 28-3-303: Consideration***

13 This statute provides that a contract is enforceable if it is supported by consideration,
14 meaning that each party has provided something of value in exchange for the promise
15 made by the other. In the case of the verbal agreement, the Defendant's promise to pay off
16 the mortgage and Carrington's promise to halt the foreclosure both constitute
17 consideration, binding the parties to their agreement.

18

19 **Summary:**

20 In Idaho, verbal contracts are generally enforceable if they are supported by mutual
21 assent, consideration, and clear evidence of the agreement's terms. The key statutes and
22 case law cited above reinforce the principle that verbal agreements can be binding,
23 particularly where one party has acted in reliance on the agreement, as would be the case
24 with Carrington Mortgage Services agreeing to halt the foreclosure in exchange for the

1 Defendant's promise to pay off the mortgage. In this case, the verbal agreement between
2 the Defendant and Carrington Mortgage Services would likely be considered enforceable
3 under Idaho law, particularly given the evidence of payments and other actions
4 demonstrating both parties' intent to be bound by the agreement.

5

6 **E. Breach of Contract**

7 The elements of a claim for breach of contract under Idaho law are:

- 8 1. ***Existence of a Contract:*** Carrington Mortgage Services and the Defendant had a verbal
9 and binding agreement allowing the Defendant to pay off the house rather than proceed
10 with the auction. This agreement was evidenced by Carrington's actions, including
11 sending payoff figures and allowing the Defendant to assume responsibilities typically
12 held by the mortgage servicer (such as paying taxes and insurance).
- 13 2. ***Breach of the Contract:*** Carrington Mortgage Services breached the contract by
14 proceeding with the auction despite agreeing to a payoff arrangement and receiving
15 regular updates on the probate process. The auction was held out of the blue, without
16 honoring the agreement to hold off on foreclosure.
- 17 3. ***Causation of Damages:*** The breach of the contract caused significant harm to the
18 Defendant, including the potential loss of his home and the financial and emotional toll
19 associated with the improper auction process.
- 20 4. ***Amount of Damages:*** The damages incurred by the Defendant include the value of the
21 property, legal costs, and other financial losses directly related to Carrington's breach of
22 the agreement, such as time spent securing the Defendant's property from further theft
23 by having to get 3 storage units to put the whole household into, or having to live in a
24 house that was halfway through a renovation that had to stop in order to minimize

1 damages. The exact amount of damages will be determined based on the property value
2 and additional costs borne by the Defendant.

3 The elements of a claim for breach of contract are as follows:

4 (a) the existence of the contract, (b) the breach of the contract, (c) the breach caused
5 damages, and (d) the amount of those damages. *O'Dell v. Basabe*, 119 Idaho 796, 813, 810
6 P.2d 1082, 1099 (1991)(plaintiff has the burden of proving the existence of a contract and
7 the fact of its breach); *Suitts v. First Sec. Bank of Idaho, N.A.*, 110 Idaho 15, 22, 713 P.2d 1374,
8 1381 (1985)(the damages recoverable must be caused by the breach); *Watkins Co., LLC v.*
9 *Storms*, 152 Idaho 531, 539, 272 P.3d 503, 511 (2012)(the amount of damages must be
10 proved). Additionally, good faith and fair dealing are implied obligations of every contract.
11 *Luzar v. Western Surety*, 107 Idaho 693, 696, 692 P.2d 337, 340 (1984). The implied covenant
12 of good faith and fair dealing "requires that the parties perform, in good faith, the
13 obligations imposed by their agreement, and a violation of the covenant occurs only when
14 either party violates, nullifies or significantly impairs any benefit of the contract." *Shawver*
15 *v. Huckleberry Estates, L.L.C.*, 140 Idaho 354, 362, 93 P.3d 685, 693 (2004). Further, a breach
16 of the implied covenant of good faith and fair dealing does not occur when one party is
17 "merely exercising its express rights under the...agreement." *Idaho First Nat. Bank v. Bliss*
18 *Valley Foods, Inc.*, 121 Idaho 266, 288, 824 P.2d 841, 863 (1991) (citing *First Security Bank of*
19 *Idaho v. Gaige*, 115 Idaho 172, 176, 765 P.2d 683, 687 (1988)).

20

21 **F. Conflict of Interest: IDEA Law Group**

22 The trustee, IDEA Law Group, had a significant conflict of interest, which compromised their
23 ability to act impartially or neutrally in the foreclosure process. Lawyers from IDEA Law Group
24 and representatives from Carrington Mortgage Services regularly interact with each other at

1 industry events and through organizations such as the American Legal & Financial Network
2 (ALFN). The ALFN is a trade association that represents the interests of the mortgage servicing
3 industry and creditors' rights law firms, including foreclosure trustees.

4

5 The IDEA Law Group and Carrington Mortgage Services both hold leadership positions
6 within ALFN, including on the IDEA Committee, which focuses on inclusion, diversity, equity,
7 and awareness. The connections between these organizations and their representatives, who
8 serve on boards and committees together, raise serious questions about the impartiality of
9 the trustee in this case. The fact that they regularly collaborate and participate in the same
10 events, such as the IDEA Summit hosted by ALFN, suggests that the trustee may have been
11 influenced by their relationships with Carrington Mortgage Services, rather than acting solely
12 in the best interests of the borrower and beneficiaries.

13

14 This conflict of interest undermines the trustee's ability to act in good faith and fulfill their
15 fiduciary duties as required by Idaho law. The trustee's primary duty is to act impartially and
16 in the best interests of all parties involved in the foreclosure process, including the borrower
17 and creditors. However, the close relationship between IDEA Law Group and Carrington
18 Mortgage Services suggests that the trustee may have been biased in favor of the mortgage
19 servicer, leading to a foreclosure process that was neither fair nor transparent.

20

21 **III. Conclusion**

22 Fixing an auction where the trustee, mortgage servicer, and buyer work together to
23 predetermine the outcome is a clear violation of the principles governing a public auction. Such
24 actions breach the trustee's fiduciary duties, contravene the statutory requirements outlined in

1 *Idaho Code § 45-1504* and related laws, and render the auction invalid under the law.
2 Furthermore, Carrington Mortgage Services' decision to proceed with the auction, despite a
3 binding payoff agreement, constitutes a breach of contract. The legal requirement for a public
4 auction is that it must be open, fair, and competitive, with the sale determined solely by the
5 highest bid received during the auction process, free from collusion or undue influence.

6
7 The conflict of interest involving IDEA Law Group further exacerbates the issues in this case,
8 as the trustee's impartiality is called into question. Given the close relationships between IDEA
9 Law Group and Carrington Mortgage Services, the foreclosure process was compromised,
10 resulting in an unfair and biased outcome.

11
TABLE OF AUTHORITIES

12 **STATUTES:**

13 <i>Idaho Code § 28-2-201: Statute of Frauds</i>	8
14 <i>Idaho Code § 28-3-303: Consideration</i>	9
15 <i>Idaho Code § 29-110: Consideration Required for Contracts</i>	9
16 <i>Idaho Code § 45-1502</i>	5
17 <i>Idaho Code § 45-1504</i>	2
18 <i>Idaho Code § 45-1505</i>	5
19 <i>Idaho Code § 45-1506</i>	4
20 <i>Idaho Code § 45-1512</i>	5
21 <i>Idaho Code § 45-1513</i>	5
22 <i>Idaho Code § 55-809</i>	5
23 <i>Idaho Code § 9-503: Evidence of Agreement</i>	8

24 **US CODE:**

25 <i>11 U.S.C. § 1106</i>	6
26 <i>11 U.S.C. § 704</i>	6
27 <i>12 U.S.C. § 1701j-3</i>	6
28 <i>12 U.S.C. § 1821</i>	7
29 <i>15 U.S.C. § 78fff</i>	6
30 <i>26 U.S.C. § 6335</i>	6
31 <i>28 U.S.C. § 2001</i>	7
32 <i>28 U.S.C. § 2004</i>	7

33 **SECONDARY SOURCES:**

1	<u>Black's Law Dictionary Definition of "Public Auction"</u>	3
2		
3	CASES:	
4	<i>Idaho First Nat. Bank v. Bliss Valley Foods, Inc.</i> , 121 Idaho 266, 288, 824 P.2d 841, 863 (1991)	11
5	<i>Luzar v. Western Surety</i> , 107 Idaho 693, 696, 692 P.2d 337, 340 (1984).....	11
6	<i>O'Dell v. Basabe</i> , 119 Idaho 796, 813, 810 P.2d 1082, 1099 (1991)	11
7	<i>Shawver v. Huckleberry Estates, L.L.C.</i> , 140 Idaho 354, 362, 93 P.3d 685, 693 (2004).	11
8	<i>Suitts v. First Sec. Bank of Idaho, N.A.</i> , 110 Idaho 15, 22, 713 P.2d 1374, 1381 (1985)	11
9	<i>Watkins Co., LLC v. Storms</i> , 152 Idaho 531, 539, 272 P.3d 503, 511 (2012)	11

Dated this 13 day of August 2024.

Respectfully submitted,
 Jeremy L. Bass
 Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MEMORANDUM IN SUPPORT OF DEFENDANT'S RESPONSE to Plaintiffs on August 13th, 2024, at the following email address and postal address:

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

Jeremy L. Bass
 Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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*

**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,

vs.

JEREMY L. BASS

Defendants

Case No. CV35-24-1063
**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.

II. Idaho Code:

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

3 **III. Case Law:**

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

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

18 I. The Plaintiff faces challenges due to their pro se status, which places them at a
19 significant disadvantage against experienced opposing counsel. Furthermore, the
20 Plaintiff lacks access to legal resources such as PACER, which hinders their ability to
21 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).....	3
7	Turner v. Rogers, 564 U.S. 431 (2011).....	3
8	<u>STATUTES:</u>	
9	Idaho Code § 7-610.....	2, 4
10	<u>U.S. CONSTITUTION:</u>	
11	Fifth Amendment.....	2
12	Fourteenth Amendment	2

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MOTION FOR APPOINTMENT OF CO-COUNSEL to Plaintiffs on August 13th, 2024, at the following email address and postal address:

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

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: SS.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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

2024 AUG 19 A 9:51

PATTY O. WEEKS
CLERK OF THE DIST. COURT
AMBER GURNEY
DEPUTY

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,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
MOTION TO AMEND FILINGS
TO INCLUDE VERIFICATION

DEMAND FOR JURY

COMES NOW the Defendant, Jeremy L. Bass, Pro Se, and respectfully moves this Honorable Court
for leave to amend the following filings to include the necessary verification:

- 12 1. Motion to Dismiss and Strike Summons and Complaint, filed on August 14, 2024
- 13 2. Response to Summons and Complaint, filed on August 14, 2024
- 14 3. Memorandum in Support of Defendant's Response, filed on August 14, 2024

In support of this Motion, Defendant states as follows:

- 17 1. Due to an inadvertent omission, the above-referenced documents were filed without the
18 required verification under penalty of perjury.
- 19 2. The attached Verification corrects this omission and affirms that the contents of the
20 aforementioned documents are true and correct to the best of Defendant's knowledge.
- 21 3. Amending the filings to include verification is necessary to comply with procedural
22 requirements and to ensure the validity of the filings.

1 WHEREFORE, Defendant respectfully requests that this Court grant leave to amend the
2 previously filed documents to include the attached Verification..

Dated this 19 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this MOTION TO AMEND FILINGS TO INCLUDE VERIFICATION to Plaintiffs on August 19th, 2024, at the following email address and postal address:

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

Jeremy L. Bass

Defendant



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

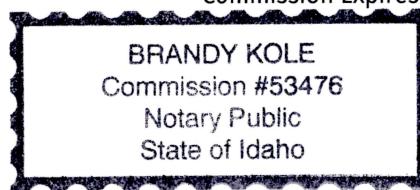
On the 19 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole
Notary Public for Idaho
Residing at Re Winston

Commission Expires:

10/27/2026



3

1 *Jeremy L. Bass, Pro Se*
2 *1515 2¹/₂ Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7
8

**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,

vs.

JEREMY L. BASS

Defendants.

Case No. CV35-24-1063
**MOTION TO DISMISS AND STRIKE
SUMMONS AND COMPLAINT**

DEMAND FOR JURY

9

10 COMES NOW, Jeremy L. Bass, the Defendant in the above-captioned matter, and moves the
11 Court for a dismissal of the Complaint and to strike the Summons and Complaint filed by the
12 Plaintiff, DPW Enterprises LLC and Mountain Prime 2018 LLC, on the following grounds:

13

14 **1. Improper Conduct of Foreclosure and Trustee's Deed:** The foreclosure process and
15 subsequent Trustee's Sale were conducted based on a fraudulent instrument, as detailed
16 in the Defendant's Response. Forensic analysis has demonstrated that the signature on
17 the document does not match the Defendant's, rendering the Trustee's Deed void and
18 the Plaintiff's claims to ownership invalid.

19

20 **2. Invalid Foreclosure Auction:** The foreclosure auction was conducted in violation of Idaho
21 Code § 45-1504, which mandates that such auctions be public and fair. The auction was
22 allegedly rigged and manipulated, violating both state law and federal antitrust laws (15

1 U.S.C. §§ 1-2). The Trustee's actions compromised the fairness of the auction, thus
2 invalidating the Plaintiff's claim to ownership based on the resulting Trustee's Deed.
3

4 **3. Failure to Join Necessary Parties:** The Plaintiff's claim for ejectment relies on the validity of
5 the foreclosure and Trustee's Sale, which directly involves entities like Carrington
6 Mortgage Services and the Trustee. These parties played a critical role in the foreclosure
7 process, and their involvement is necessary for a complete adjudication of this matter.
8 The failure to include these parties violates Idaho Rules of Civil Procedure 19 and leaves
9 the court without all necessary parties to resolve the case fully and fairly.

10
11 **4. Conflict of Interest:** The Trustee, IDEA Law Group, had a significant conflict of interest in the
12 foreclosure process due to its close relationship with Carrington Mortgage Services, as
13 detailed in the Defendant's Memorandum. This conflict compromised the fairness of the
14 foreclosure process and warrants dismissal of the Plaintiff's claims.

15
16 **5. No Hearing on Eviction:** The Plaintiff has not set or served notice of any hearing concerning
17 the eviction, which is a requirement for due process. The lack of a hearing further
18 invalidates the eviction proceedings.

19
20 WHEREFORE, Defendant respectfully requests that this Court:

- 21 1. Dismiss the Plaintiff's Complaint for Ejectment with prejudice;
22 2. Strike the Summons and Complaint as improperly served and legally deficient;
23 3. Deny the Plaintiff's request for attorney's fees and costs;
24 4. Grant the Defendant any other relief that the Court deems just and proper..

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho
Residing at _____

Commission Expires: _____

RESIDENTIAL LEASE AGREEMENT

28th 2024

February 2024 2024

THIS LEASE (the "Lease") dated this 28 day of September, 2022

BETWEEN:

Jeremy Bass

(the "Landlord")

- AND -

Dwayne Pike

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Leased Property

1. The Landlord agrees to rent to the Tenant the room, municipally described as 1515 21st ave Unit C. (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. **No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord.**
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property, when available.
6. The Tenant and members of the Tenant's household **will not** smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property, except in the outside sitting area away from openings to the units.
7. The Tenant and members of the Tenant's household **will not** vape anywhere in the Property nor permit any guests or visitors to vape in the Property, except in the outside sitting area away from openings to the units.
8. Term
8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 28th, 2024 and continuing for a period of two years (the "Term"). The Tenant will receive a 1% discount on the Rent for the second year for signing the Lease early and for the 2 year agreement. After the initial Term, the Lease will continue on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Idaho (the "Act").

10. Rent

10. Subject to the provisions of this Lease, the rent for the Property is **\$700.00 per month (the "Rent")**.

11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 1515 21st ave. or at such other place as the Landlord may later designate by cash or Money order, Cashier's check.

12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

13. The Tenant will be charged an additional amount of **\$75.00 per infraction for any Rent that is received after the greater of 5 days after the due date** and any mandatory grace period required under the Act, if any.

14. Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$700.00 (the "Security Deposit") which is a non-refundable amount for the soul use of maintenance.

15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits to which will count towards a final maintenance bill if applicable.

16 During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
3. unplugging toilets, sinks and drains;
4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
5. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

9. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and

10. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. Pet Fee

18. On execution of this Lease, the Tenant will pay the Landlord a non-refundable pet fee of \$250.00 (the "Pet Fee").

19. Inspections

20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act. The property again referring to the room, not the common areas in which the landlord co-habits.

22. Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

2. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

3. removing or adding walls, or performing any structural alterations;

4. installing a waterbed(s);

5. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

6. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

7. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

24. Utilities and Other Charges

25. Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
27. 26 The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
28. Attorney Fees
28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.
29. Governing Law
27. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Idaho.
28. Severability
28. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
29. The invalidity or unenforceability of any provisions of this Lease **will not** affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.
30. Amendment of Lease
30. This Lease may only be amended or modified by a written document executed by the Parties.
31. Assignment and Subletting
31. The Tenant **will not** assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.
32. Additional Clause
- 32 Access to the common areas includes the basement kitchen, Bathroom, Laundry. There is no guest of the tenant that may be left unattended or stay overnight at any point without the landlord's written consent, and any guest must be introduced and known by the landlord due to the nature of the area and security reasons. Utilities (power, heating and cooling), Internet, and Water/Sewer/Garbage are all split and to be paid with rent. On average the utility services are \$200 a month per unit and any increase will be given in writing as this is included in the rental cost. The areas must be kept up with no trash or like items left about, and the common area must be kept clean. Room cleanliness is reason for ending the renting of the room if there are any health hazards created such as molding food or like scenarios. The landlord does work at night so reasonable accommodations will need to be worked out as time goes. Any issues need to be brought to the attention in writing and will be taken care of as soon as possible. Anything damaged in the common area by the tenant will be their responsibility to cover the replacement or work to fix which must be coordinated with the landlord.

- 32.2 If the Property is sold, the Lease will transfer with the Property, and the new owner will be bound by all the terms and conditions of this Lease.
- 32.3 The Landlord must pay out to the Tenant the sum of the Rent multiplied by the remainder of the months left in the Lease, unless specifically released from this requirement by the Tenant or Jeremy L. Bass.
33. Damage to Property
33. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.
34. Maintenance
34. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
35. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
36. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the use of the Tenant, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
37. Where the Property has its own garden or grass area which is for the use of the Tenant, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.
38. Care and Use of Property
38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
39. The Tenant **will not** engage in any illegal trade or activity on or about the Property.
40. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
41. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
42. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by the landlord or assigned agent of the landlord. The Landlord will be

notified in advance as to the name, address and phone number of the person doing the inspections.

43. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

44. Rules and Regulations

44. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

45. Lead Warning

45. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

46. Mediation and Arbitration

46. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be paid by the Tenant.

47. Address for Notice

47 For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

1. Name: Jeremy Bass

2. Phone: _____

48. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

1. Name: Jeremy Bass.

2. Address: 1515 21st ave.

The contact information for the Landlord is:

3. Phone: (208) 549-9584.

4. Email address: Quantum.J.L.Bass@RAWdeal.io.

49. General Provisions

49. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

50. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease **will not** operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-

performance and **will not** defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

51. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
52. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
53. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
54. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
55. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
56. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
57. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
58. This Lease constitutes the entire agreement between the Parties.
59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
60. Time is of the essence in this Lease.
61. The tenant is to have 1st & last month's rent, plus the security deposit and Pet deposit if applicable before moving in unless an agreement is already in writing with the landlord.

IN WITNESS WHEREOF Dwayne Pike and Jeremy Bass have duly affixed their signatures on this 28 day of February, 2024.

Jeremy Bass

Jeremy Bass

Dwayne Pike 2/28/24
Jeremy Bass (Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 28th day of February, 2024.

Jeremy Pike
Dwayne Pike (Tenant) 2/28/24

Lead-Based Paint Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
- 2 The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: 28th day of
February, 2024

Jeremy Bass
Landlord: Jeremy Bass

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the abovementioned reports and records; and
2. the pamphlet Protect Your Family from Lead in Your Home (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency. The link is provided and what the tenant is receiving.

Date: 28th day of
February, 2024

Dwayne Pike
Tenant: Dwayne Pike 2/28/24

The pamphlet Protect Your Family from Lead in Your Home can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-yourhome>.

Asbestos Disclosure

Property: 1515 21st ave.

Landlord: Jeremy Bass

Tenant: Dwayne Pike

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the

Property:

Jeremy Bass

Landlord: Jeremy Bass

Date: 28th day of
February, 2024

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: 28th day of
February, 2024

Tenant: Dwayne Pike

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*

**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,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21 st Avenue, Lewiston,
Idaho 83501

Defendants.

**Case No. CV35-24-1063
DEFENDANT BASS' RESPONSE TO
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

DEMAND FOR JURY

10 COMES NOW the Defendant Jeremy Bass (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the *Plaintiffs' Motion for Summary*
12 *Judgment* (hereinafter "Motion"), as well as *Plaintiffs' Memorandum in Support of Motion for*
13 *Summary Judgment and in Opposition to Motion to Dismiss and Strike Summons and Complaint*
14 (hereinafter "Memorandum"), filed in this proceeding on the 16th day of September, 2024. This
15 response is supported by the *Affidavit of Jeremy L. Bass in Support of Defendant Bass' Response*
16 *to Plaintiffs' Motion for Summary Judgment* filed herewith.

17 Defendant Bass hereby responds to the issues and arguments contained in the Plaintiffs'
18 Motion and Memorandum that pertain to his responsibilities regarding his property, including
19 any obligations related to the lease involving Defendant Dwayne Pike (hereinafter "Defendant
20 Pike"). Defendant Bass does not address or take a position on matters pertaining to Defendant
21 Pike's individual perspective or defenses, except where such matters directly concern his own
22 obligations related to his property.

1 I. INTRODUCTION

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

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

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

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

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

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

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

II. STANDARD OF REVIEW

Idaho Rule of Civil Procedure 56(c) states:

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

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

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

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

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

6 **III. STATEMENT OF UNDISPUTED FACTS**

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

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

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

15 **IV. STATEMENT OF MATERIAL FACTS IN DISPUTE**

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

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

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

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

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

V. LEGAL ANALYSIS

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

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

Black's Law Dictionary defines a public auction as:

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

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

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

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

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

12 C. The Improper Foreclosure Process

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

17 D. Conflict of Interest with IDEA Law Group

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

E. Relevant Idaho and Federal Laws Governing Auctions

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

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

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

VI. CONCLUSION

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

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

5

TABLE OF AUTHORITIES

6 **US CODE:**

7 15 U.S.C. §§ 1-2, Sherman Antitrust Act, 15 U.S. Code § 1 - Trusts, etc., in
8 restraint of trade illegal; penalty..... 3

9 **RULES:**

10 Idaho Rules of Professional Conduct 1.7, CONFLICT OF INTEREST 4

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: SS.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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*

**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,

vs.

JEREMY L. BASS

Defendants.

**Case No. CV35-24-1063
RESPONSE TO SUMMONS AND COMPLAINT**

DEMAND FOR JURY

10 I, *Jeremy Bass*, the Defendant in this case, hereby respond to the Plaintiff's Complaint for Eviction
11 as follows:

1

13 **Response:** Defendant denies the allegations in Paragraph I of the Complaint. Defendant asserts
14 that the foreclosure sale was conducted unlawfully, as detailed below, and therefore, Plaintiff's
15 claim to ownership is invalid. Furthermore, Defendant disputes that Plaintiff is the rightful owner
16 of the property located at 1515 21st Ave., Lewiston, ID 83501.

11.

18 **Response:** Defendant admits that the property is located in Nez Perce County, Idaho, but denies
19 that Plaintiff is authorized to bring this lawsuit or is the rightful owner of the property due to the
20 fraudulent and unlawful nature of the foreclosure sale and related proceedings.

III.

1 **Response:** Defendant admits to residing in Nez Perce County, Idaho, and occupying the property
2 in question. Defendant denies refusing to surrender possession of the property and asserts that
3 the eviction proceedings are invalid due to the issues raised in this Answer.

4 IV.

5 **Response:** Defendant denies the allegations in Paragraph IV of the Complaint. The foreclosure
6 and Trustee's Sale were conducted based on a fraudulent instrument, which a forensic analysis
7 has shown does not bear the Defendant's signature. Moreover, the Plaintiff's actions violated
8 Idaho Code § 45-1506, and the Trustee's Deed is therefore void. The purported default under the
9 Note and Deed of Trust is contested, and Defendant asserts that the sale was conducted
10 improperly and unlawfully.

11 V.

12 **Response:** Defendant denies that Plaintiff was entitled to possession of the property following
13 the sale. The sale and subsequent issuance of the Trustee's Deed were based on fraudulent and
14 unlawful actions, as outlined in this Answer, rendering Plaintiff's claim to possession invalid.

15 VI.

16 **Response:** Defendant acknowledges receiving a Notice to Vacate and that Mr. Dwayne Pike, a
17 tenant of the property, indicated he was occupying the property under a month-to-month lease
18 agreement. Defendant denies that Plaintiff had the right to issue this notice or enforce eviction,
19 as the foreclosure and sale were conducted improperly. Furthermore, Defendant asserts that the
20 lease agreement was valid and that Mr. Pike's continued occupancy was lawful under the
21 circumstances.

22 VII.

23 **Response:** Defendant denies that Plaintiff is entitled to attorney's fees or any other relief sought
24 in this action. The Plaintiff's retention of the law firm and pursuit of this eviction is based on

1 unlawful and fraudulent premises, including the improper foreclosure and Trustee's Sale.

2 Defendant asserts that Plaintiff's claims are without merit and should be dismissed with
3 prejudice.

4

5 **Affirmative Defenses:**

6 1. Auction Fixing and Fraud (Violation of Sherman Antitrust Act, 15 U.S.C. §§ 1-2): The
7 foreclosure auction was manipulated, violating federal antitrust laws. This manipulation
8 invalidates the sale and any claims arising from it.

9 2. Breach of Contract (Idaho Code § 28-2-209): The auction violated a binding agreement in
10 place to secure the house. The mortgage servicing company, Carrington Mortgage,
11 breached this agreement, rendering the auction and subsequent actions invalid.

12 3. Transfer of Ownership Actions: Actions taken, including Defendant paying property taxes
13 and insurance, demonstrate that a transfer of ownership had begun pending the
14 completion of probate for Defendant's mother's passing. This undermines the Plaintiff's
15 claim to the property.

16 4. Foreclosure on a Fraudulent Instrument (Idaho Code § 18-2601): The foreclosure was based
17 on a fraudulent instrument, as a forensic analysis has shown that the signature does not
18 match Defendant's signature. This invalidates the foreclosure and the Trustee's Deed.

19 5. Conflict of Interest (Idaho Rules of Professional Conduct 1.7): The trustee, Idea Law, had a
20 conflict of interest due to its connection with Carrington Mortgage, further invalidating
21 the actions taken.

22 6. Mismanagement of Forbearance (Idaho Code § 18-3106): Carrington Mortgage mismanaged
23 the COVID forbearance, extending it improperly and creating an inflated balance. This

1 mismanagement led to an attempt to force a loan modification under fraudulent
2 circumstances.

3 7. Presentation of an Unrecorded Instrument (Idaho Code § 55-809): The instrument acted
4 upon by the Plaintiff was unrecorded and invalid, further demonstrating their lack of
5 legal standing.

6 8. Clouded Title (Idaho Code § 6-401, Quiet Title Action): The title to the property is clouded
7 due to the unlawful foreclosure and sale, invalidating the Plaintiff's claims in this
8 eviction action.

9 9. Ongoing Investigations: There are ongoing investigations with the Lewiston Police
10 Department (LPD), the U.S. Securities and Exchange Commission (SEC), and the Office of
11 the Inspector General for the Department of Homeland Security (DHS) concerning the
12 fraudulent actions related to this case.

13
14 WHEREFORE, Defendant respectfully requests that this court:

- 15 1. Dismiss Plaintiff's Complaint for Eviction with prejudice;
16 2. Deny Plaintiff's request for attorney's fees and costs;
17 3. Grant Defendant any other relief that the court deems just and proper.

18
19 **Reservation of Rights to Amend, Raise Additional Defenses, and Pursue Counterclaims**

20 Given the complexity of the issues involved and the Defendant's inability to secure legal
21 representation due to widespread conflicts of interest and the specialized nature of this case,
22 the Defendant, Jeremy L. Bass, expressly reserves the following rights:
23

- 1 1. **Right to Amend and Raise Additional Defenses:** The Defendant reserves the right to amend
2 this response and to raise additional affirmative defenses as further evidence, legal
3 theories, or circumstances may arise. This reservation includes, but is not limited to, the
4 right to assert defenses related to any procedural deficiencies, fraud, conflicts of interest,
5 or any other legal or equitable grounds that may become apparent through ongoing
6 investigation or discovery. The failure to assert any specific defenses or claims in this
7 initial response shall not be construed as a waiver of the right to raise such defenses or
8 claims at a later time.
- 9
- 10 2. **Right to Pursue Counterclaims and Cross-Claims:** The Defendant reserves the right to file
11 counterclaims, cross-claims, or third-party claims against any party, including but not
12 limited to the Plaintiff, any associated entities, or any individuals involved in the
13 foreclosure process or the subsequent legal proceedings. This reservation includes the
14 right to seek damages, injunctive relief, or any other legal or equitable remedy available
15 under the Idaho Rules of Civil Procedure or applicable federal law.
- 16
- 17 3. **Right to Seek Sanctions and Attorney's Fees:** The Defendant reserves the right to seek
18 sanctions, attorney's fees, and costs associated with defending against this action,
19 especially if it is determined that the Plaintiff or any other party has engaged in frivolous,
20 malicious, or bad-faith litigation practices.
- 21
- 22 4. **Right to Supplement or Modify Legal Arguments:** The Defendant reserves the right to
23 supplement, amend, or modify this response as justice may require, including the

1 addition of new legal arguments or defenses based on ongoing legal research, discovery,
2 or evolving case law.

3

4 These reservations are made under the Idaho Rules of Civil Procedure and any applicable
5 federal or state laws, ensuring that the Defendant's rights are fully protected throughout the
6 course of this litigation.

7

8 The Defendant expressly reserves all rights and remedies that may be available now or in
9 the future, and nothing in this reservation shall be construed as a waiver of any such rights or
10 remedies known or unknown.

TABLE OF AUTHORITIES

STATUTES:

Idaho Code § 18-2601, EVIDENCE FALSIFIED OR CONCEALED AND WITNESSES INTIMIDATED OR BRIBED	4
Idaho Code § 18-3106, FALSE PRETENSES, CHEATS AND MISREPRESENTATIONS	4
Idaho Code § 28-2-209, FORM, FORMATION AND READJUSTMENT OF CONTRACT	3
Idaho Code § 45-1506, Manner of foreclosure	2
Idaho Code § 55-809, RECORDING TRANSFERS	4
Idaho Code § 6-401, Quiet Title Action	5

US CODE:

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

RULES:

Idaho Rules of Professional Conduct 1.7, CONFLICT OF INTEREST	4
---	---

Dated this 13 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

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

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

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: SS.

County of NEZ PERCE COUNTY)

On the 13 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

1

1 *Jeremy L. Bass, Pro Se*
2 *1515 21st Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

6
7
8

**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,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

9

Case No. CV35-24-1063
**DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION C**

DEMAND FOR JURY

10 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the *Plaintiffs' Reply Memorandum in*
12 *Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass*, (hereinafter
13 "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
14 the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
15 arguments set forth herein.

16

I. INTRODUCTION

17 The Defendant submits this response to address the allegations made by Plaintiff in Section C
18 of the Plaintiff's Memorandum. The Plaintiffs claim bona fide purchaser status and argue that
19 Defendant Bass's disputes with the prior lender, servicer, or trustee do not create a genuine
20 issue of material fact. However, this response will demonstrate that the Plaintiffs' admission of
21 pre-auction coordination with the trustee, collusion, and bid manipulation not only invalidate
22 the trustee's sale but also constitute violations of federal antitrust laws and Idaho's statutory

1 requirements for public auctions. Additionally, this response will introduce Exhibit S, which
2 provides email communications sent by Defendant Bass to the trustees, warning them to halt the
3 auction due to ongoing legal and ethical violations, while the payoff was actively in process at
4 the time.

5 Furthermore, the case is still under investigation by several authorities, as far as Defendant
6 Bass is aware. When speaking with the Prosecutor's Office, Nathaniel Rupp specifically advised
7 Defendant Bass not to leave until the case comes to their desk for review. This statement
8 underscores the importance of awaiting the Prosecutor's full assessment, further delaying the
9 resolution of the current case until all legal violations are reviewed.

10 **II. ARGUMENTS**

11 **A. Felony Admission: Plaintiffs' Admission of Pre-Auction Coordination is a Violation of Law**

12 In the Second Declaration of DPW Enterprises LLC, the Plaintiffs admit to contacting
13 the trustee before the auction to discuss the opening bid and other details (*see SECOND*
14 *DECLARATION OF DPW ENTERPRISES LLC*). This admission directly implicates the Plaintiffs
15 in bid manipulation and collusion, which not only violates the Idaho Trust Deeds Act but
16 also constitutes a felony under federal antitrust laws. Specifically, under *Section 1 of the*
17 *Sherman Antitrust Act (15 U.S.C. § 1)*, any agreement, conspiracy, or contract that restrains
18 trade or manipulates competitive bidding in a public auction is a criminal offense.

19 This acknowledgment of pre-auction coordination by the Plaintiffs is an admission of
20 engaging in activities that are illegal under both state and federal law. The Plaintiffs'
21 actions subvert the integrity of the public auction process, which is meant to be open, fair,
22 and competitive. Such manipulation is not only unethical but criminal, and this Court must
23 take note of the felony-level behavior that the Plaintiffs have admitted to engaging in.

1 **B. Plaintiffs' Admission Creates Jurisdictional Issues Under Federal Law**

2 Due to the Plaintiffs' engagement in actions that violate federal antitrust laws, this
3 case no longer belongs in state court. The Sherman Antitrust Act, under which bid-rigging
4 and collusion in auctions are strictly prohibited, mandates that cases involving such
5 violations be tried in federal court.

6 The federal jurisdiction arises from the nature of the Plaintiffs' actions, which involve
7 interstate commerce and anti-competitive practices. Given that the auction involved
8 parties across state lines and violated federal competition laws, this Court must dismiss
9 the case for lack of jurisdiction and transfer it to federal court. Idaho state courts do not
10 have jurisdiction over matters involving violations of the Sherman Act, especially when
11 the Plaintiffs themselves have admitted to felony-level violations. Therefore, this case
12 must be heard at the federal level (*see SECOND DECLARATION OF DPW ENTERPRISES LLC*).

13 **C. Material Issues of Fact Raised by Defendant Bass: Collusion, Bid Manipulation, and Invalid
14 Trustee's Sale**

15 Contrary to the Plaintiffs' claims, Defendant Bass has raised genuine issues of material
16 fact that prevent summary judgment from being granted. These disputed facts include:

17 **1. Bid Manipulation and Collusion:**

18 Plaintiffs have admitted to coordinating with the trustee before the auction,
19 seeking privileged information about the opening bid and other details (*see*
20 *SECOND DECLARATION OF DPW ENTERPRISES LLC*). This constitutes a manipulation
21 of the auction process, directly affecting the fairness of the sale and violating
22 both state auction laws and federal antitrust regulations. Plaintiffs cannot claim
23 to be bona fide purchasers when they engaged in collusive practices that
24 subverted the auction.

1 **2. Awareness of Property Defects:**

2 The Plaintiffs were fully aware of legal defects affecting the property prior to
3 the auction, disqualifying them from claiming bona fide purchaser status.

4 Defendant Bass was present at the auction with clear warnings about the auction
5 being rigged, and these public warnings, along with the Plaintiffs' pre-auction
6 communications, gave them actual or constructive notice of these defects.

7 **3. Trustees' Breach of Fiduciary Duty:**

8 The trustees allowed the auction to proceed despite being aware of
9 irregularities and coordination between the Plaintiffs and themselves. This
10 constitutes a breach of their fiduciary duty to conduct the auction in a fair, open,
11 and transparent manner.

12 **4. Pre-Arranged Bids and Lack of Competition:**

13 The evidence demonstrates that the Plaintiffs arrived at the auction with pre-
14 printed checks, indicating that they were aware of the auction's outcome ahead of
15 time, further proving that the auction was manipulated. The absence of
16 competitive bidding due to this rigging violates Idaho's Trust Deeds Act and
17 further supports the claim that the Plaintiffs cannot be considered bona fide
18 purchasers.

19 **5. Exhibit S: Emails Demonstrating Trustees' Awareness of Legal Violations and
20 Payoff in Process:**

21 Defendant Bass submitted written communications (*attached as Exhibit S*) to
22 the trustees prior to the auction, warning them of severe legal violations related
23 to the auction process. These emails, dated February 28, 2024, and December 6,
24 2024, notified the trustees that continuing with the auction would constitute a

1 deliberate breach of the Sherman Antitrust Act, along with other legal
2 misrepresentations about the property. Additionally, Defendant Bass made it
3 clear that the payoff was in process, and the financial obligations were being
4 actively managed. Despite this, the trustees ignored these warnings and
5 proceeded with the auction, exposing all involved parties to legal liabilities. These
6 emails demonstrate that the trustees were fully aware of the collusion, the
7 ongoing payoff process, and the illegalities surrounding the auction but chose to
8 move forward, violating their fiduciary duties.

9 **6. Ongoing Investigations and Prosecutor's Advice:**

10 The case is still under investigation by several authorities, as far as Defendant
11 Bass knows. When Defendant Bass spoke with the Prosecutor's Office, Nathaniel
12 Rupp specifically advised Defendant Bass not to leave until the case comes to
13 their desk for review. This instruction by the Prosecutor's Office indicates that the
14 legal violations are significant and still under review by law enforcement. Given
15 the ongoing investigation, the resolution of the current case must be delayed
16 until all legal violations are fully addressed.

17 **D. Plaintiffs Are Not Bona Fide Purchasers Due to Their Participation in a Manipulated Auction**

18 Idaho law is clear that a bona fide purchaser is one who acquires property in good
19 faith, without notice of any defects. However, the Plaintiffs' pre-auction coordination with
20 the trustee gave them actual notice of defects in the auction process, thereby
21 disqualifying them from claiming bona fide purchaser status. Additionally, **Federal Home**
22 **Loan Mortg. Corp. v. Appel, 143 Idaho 42 (2006)** states that purchasers with notice of
23 potential defects cannot be considered bona fide purchasers, which directly applies to
24 this case.

1 **E. Breach of Lease and Failure to Maintain Tenant Rights (Mr. Pike)**

2 If the Plaintiffs were deemed the winners of this case, they would have breached the
3 lease agreement with Mr. Dwayne Pike, the tenant of the property. The Plaintiffs failed to
4 ensure that the property's essential utilities, including electricity, water, sewer, garbage,
5 and internet, were properly maintained during Mr. Pike's tenancy. These utilities were
6 essential parts of Mr. Pike's lease agreement, and Plaintiffs neglected their responsibility
7 to uphold these terms.

8 Since the Plaintiffs failed to provide these services, Defendant Bass had to step in to
9 ensure that all tenant obligations were met. This failure to uphold the terms of the lease
10 constitutes a violation of Mr. Pike's tenant rights under both Idaho law and the Protecting
11 Tenants at Foreclosure Act (PTFA). As such, Plaintiffs cannot claim a legal right to evict Mr.
12 Pike based on any failure to pay rent, as their own actions contributed to the breach of
13 the lease.

14 **F. Possible Need for Motion to Dismiss for Lack of Jurisdiction**

15 Given the Plaintiffs' admitted violation of the Sherman Antitrust Act and their role in
16 manipulating the auction process, Defendant Bass may need to move to dismiss this case
17 for lack of jurisdiction. Defendant Bass is still looking up what to do there. The nature of
18 the Plaintiffs' actions, which involve violations of federal law, necessitates that this case
19 be heard in federal court. The state court does not have the authority to adjudicate
20 antitrust violations of this magnitude, and the felony-level misconduct admitted by the
21 Plaintiffs must be properly addressed in the federal system (*See Second Declaration of*
22 *DPW Enterprises LLC, dated October 18, 2024*).

23 III. CONCLUSION

1 The Plaintiffs' own admissions, combined with the evidence provided by Defendant Bass
2 and the **Exhibit S** emails, demonstrate that the trustee's sale was invalid, tainted by bid
3 manipulation, collusion, and insider dealing. These actions violate both Idaho law and federal
4 antitrust statutes, raising genuine issues of material fact that must be addressed at trial. The
5 Plaintiffs cannot claim bona fide purchaser status due to their participation in a manipulated
6 auction, and the felony-level violations of federal antitrust law require this case to be
7 transferred to federal court.

8 Additionally, Plaintiffs' failure to uphold the terms of Mr. Pike's lease further invalidates
9 any claims they have not themselves broken the lease if they where to have the rights.
10 Defendant Bass respectfully requests that this Court deny Plaintiffs' Motion for Summary
11 Judgment, dismiss the case for lack of jurisdiction, and transfer the matter to federal court for
12 proper adjudication under the Sherman Antitrust Act.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

13 CERTIFICATE OF MAILING
14

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant

Signature

1

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 21 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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*

**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,

vs.

Jeremy L. Bass, Dwayne Pike, and Current occupant, and Unknown Parties in Possession of the real property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501

Defendants.

Case No. CV35-24-1063
**DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION D**

DEMAND FOR JURY

10 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the Plaintiffs' Reply Memorandum in
12 Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass, (hereinafter
13 "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
14 the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
15 arguments set forth herein.

I. INTRODUCTION

17 The Defendant submits this response to address the allegations made by Plaintiffs in Section
18 D of the Plaintiff's Memorandum, entitled "Defendant's Challenges to the Notice to Vacate are
19 Meritless," received just yesterday. Plaintiffs assert that Defendant Bass's challenge to the Notice
20 to Vacate is without merit, claiming that he has not provided a copy of the purported insufficient
21 notices. However, the burden of proving that a proper and complete eviction notice was duly

1 served rests on the Plaintiffs, and their failure to provide any evidence supporting this claim
2 undermines their argument.

3 **II. PLAINTIFFS BEAR THE BURDEN OF PROVING PROPER NOTICE**

4 **A. Plaintiffs' Failure to Provide Evidence of Proper Notice**

5 In eviction cases, the party asserting proper service of an eviction notice is required to
6 provide evidence. Plaintiffs have failed to produce any documentation, such as certified
7 mail receipts or sheriff's office records, to substantiate their claim that a valid and
8 complete eviction notice was served. Without such evidence, their assertion that
9 Defendant Bass's challenge is meritless is unsupported by the necessary proof.

10 **B. Attendance at Trustee's Sale Does Not Satisfy the Requirement of Proper Notice**

11 Plaintiffs argue that Defendant Bass's presence at the Trustee's Sale implies that he had
12 knowledge of the property's sale and therefore received proper notice to vacate.
13 However, this argument is legally insufficient. Attendance at the sale does not substitute
14 for the formal legal requirement to serve a proper and complete notice to vacate under
15 Idaho law. Defendant's knowledge of the sale does not negate Plaintiffs' obligation to
16 follow the proper legal procedures.

17 **III. INSUFFICIENT NOTICE AND PLAINTIFFS' FAILURE TO MEET LEGAL REQUIREMENTS**

18 **A. Deficient Notices and Lack of Documentation**

19 Defendant Bass maintains that the notices served by Plaintiffs were incomplete and
20 referenced attachments, such as the deed, which were never provided. As such, these
21 notices are legally defective under Idaho law. Plaintiffs must present verifiable proof that
22 they served a proper and complete notice to vacate, which they have failed to do.

23 **B. Service of the Complaint Does Not Fulfill Notice Requirements**

24 Plaintiffs also attempt to argue that the service of the Complaint, which includes an

1 eviction notice, satisfies their legal obligation. However, Idaho law mandates that a
2 separate and complete notice to vacate must be served independently of the Complaint.
3 Plaintiffs have not provided sufficient evidence to show that they complied with these
4 statutory requirements.

5 **C. Legal Argument Regarding Notice To Vacate**

6 Under Idaho law, the requirements for terminating a tenancy or other estate at will are
7 set forth in Idaho Code § 55-208. The statute requires that the landlord provide written
8 notice to the tenant, specifying a vacate date that is no less than one month from the
9 date of the notice. Similarly, a tenant may terminate the tenancy by providing the
10 landlord with written notice that also specifies a vacate date not less than one month
11 from the date of the notice.

12
13 In the present case, the Plaintiffs have failed to produce adequate evidence that a valid
14 notice to quit or vacate was served upon the Defendant, as required by Idaho Code § 55-
15 208. Without proper documentation showing that a written notice was served in
16 accordance with the statute, the Plaintiffs' claim that Defendant was provided proper
17 notice is unsupported. Furthermore, Idaho law makes clear that proper notice is an
18 essential requirement for termination of tenancy and cannot be substituted by
19 attendance at a Trustee's Sale or by any other informal means of communication. The
20 Plaintiffs must demonstrate that they provided written notice that conforms to the
21 statutory requirements.

Therefore, Defendant contends that the Plaintiffs' failure to meet the legal standards outlined in Idaho Code § 55-208 undermines their argument and calls into question the validity of their notice to vacate.

IV. CONCLUSION

For the foregoing reasons, Defendant Bass respectfully requests that the Court:

1. Dismiss Plaintiffs' arguments regarding the validity of the notice to vacate;
 2. Require Plaintiffs to provide proof of proper and complete service of a lawful eviction notice as mandated by Idaho law; and
 3. Deny Plaintiffs' Motion for Summary Judgment based on their failure to meet the legal requirements for serving a valid eviction notice.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

11 CERTIFICATE OF MAILING
12

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

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

Ken Nagy
Idaho Legal Aid Services, Inc.
Email: kennagy@idaholegalaid.org
Counsel for Dwayne Pike

Jeremy L. Bass
Defendant

Signature

1

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 21 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

1 *ppJeremy L. Bass, Pro Se*
2 *1515 21st Ave*
3 *Lewiston, ID 83501-3926*
4 *Ph: 208-549-9584*
5 *Quantum.J.L.Bass@RAWdeal.io*

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501

Defendants.

Case No. CV35-24-1063
**DEFENDANT'S RESPONSE TO PLAINTIFF'S
ALLEGATIONS IN SECTION E**

DEMAND FOR JURY

9
10 COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the *Plaintiffs' Reply Memorandum in*
12 *Support of Motion for Summary Judgment as Against Defendant Jeremy L. Bass*, (hereinafter
13 "Plaintiff's Memorandum"), filed in this proceeding on the 18th day of October, 2024, delivered on
14 the 20th day of October mid-day to Defendant Bass. This response is based on the facts and
15 arguments set forth herein.

16 **I. INTRODUCTION**

17 The Defendant submits this response to address the allegations made by Plaintiff in Section E
18 of the Plaintiff's Memorandum received just yesterday. Plaintiff accuses Defendant of
19 misrepresenting case law and violating ***Idaho Rule of Civil Procedure 11 ("I.R.C.P. 11")***. Defendant
20 denies these allegations and asserts that any citation issues were inadvertent and do not rise to
21 the level of a violation of ***I.R.C.P. 11***.

II. RESPONSE TO ALLEGED MISREPRESENTATIONS

A. Compliance with *I.R.C.P. 11*

I.R.C.P. 11 requires that filings be grounded in fact and law after reasonable inquiry. Defendant has made every effort to ensure compliance with this rule. Any citation issues were unintentional and not meant to mislead the Court. Mistakes in legal citations do not equate to bad faith or intentional misrepresentation.

B. Specific Allegations Addressed

1) Citation to Pines Grazing Ass'n v. Flying Joseph Ranch, LLC

Plaintiff claims this case has nothing to do with the foreclosure process or bona fide purchaser status. Defendant acknowledges that a citation error may have occurred. The intended citation was to a case supporting the proposition that courts can scrutinize a purchaser's status when evidence of collusion, fraud, or procedural irregularities exists. This was not an attempt to mislead the Court, but an oversight in referencing the correct case. Defendant apologizes for the error.

2) Citation to Kane v. Union State Bank

Plaintiff claims this case does not exist. Upon review, Defendant concedes that the citation to Kane v. Union State Bank was an error. Defendant mistakenly cited a case that cannot be located within the jurisdiction and acknowledges the mistake. However, this error does not reflect an intent to mislead the Court, but rather a typographical or clerical mistake.

3) Citation to Wells Fargo Bank, N.A. v. Renz

Plaintiff asserts that this case does not exist. Defendant acknowledges that the citation to Wells Fargo Bank, N.A. v. Renz was similarly incorrect. The incorrect citation was inadvertently included, and while this was a mistake, Defendant had no intent to deceive

the Court. Errors of this nature can arise from the extensive legal research required, and Defendant will ensure that future citations are verified with greater scrutiny.

III. SHEPARD'S CITATIONS REPORT ANALYSIS

A Shepard's Citations report (*Exhibit R*), which reflects citation accuracy across documents, shows that both parties have made citation errors. The Shepard's report was run on the following documents:

- 1) Plaintiffs' Motion for Summary Judgment*
 - 2) Plaintiffs' Memorandum in Support of Motion for Summary Judgment*
 - 3) Affidavit of Jeremy L. Bass in Support of Defendant's Response to Plaintiffs' Motion for Summary Judgment*
 - 4) Defendant's Response to Plaintiffs' Motion for Summary Judgment*

The results of the Shepard's analysis are as follows:

- **Plaintiff:** 8 incorrect and 4 correct quotes identified.
 - **Defendant:** 5 incorrect quotes.

This demonstrates that both parties have encountered citation inaccuracies, indicating that such errors, while unfortunate, are not uncommon in legal filings. Given the complexities of legal research, such citation mistakes do not constitute intentional misconduct or a violation of *IRCP*.

11

IV. NO VIOLATION OF I.R.C.P. 11

Given that the citation errors were unintentional, not misleading, and mutual between both parties, there is no violation of *I.R.C.P. 11*. The purpose of this rule is to prevent the filing of documents that are frivolous or intended to deceive the Court. Defendant's citations, though incorrect, do not meet this threshold.

1 As a perforce pro se litigant, the Defendant is doing the best he can in this complex matter.
2 The Defendant's ability to raise to the level of postdoctoral legal education should not preclude
3 him from the fair application of the law simply because the Defendant may not execute
4 procedural formalities with the precision of a seasoned attorney. The intention behind the
5 Defendant's actions is not to mislead but to present the facts as best the Defendant can, within
6 the limits of the Defendant's resources.

7 Moreover, Defendant has a record of acting in good faith throughout these proceedings and
8 will continue to ensure compliance with all legal standards.

9 **V. CONCLUSION**

10 Defendant respectfully requests that the Court:

- 11 1) Recognize that citation errors were inadvertent and not intended to mislead.
- 12 2) Acknowledge that both parties made similar errors, as reflected in the Shepard's Citations
- 13 report.
- 14 3) Deny Plaintiff's allegations of *I.R.C.P. 11* violations and allow the case to proceed on its
- 15 merits, rather than focusing on citation errors.

16 Defendant will continue to uphold the highest standards of legal practice and will take further
17 steps to ensure citation accuracy in future filings.

Dated this 21 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

1 CERTIFICATE OF MAILING
2

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 21st, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant

Signature

3

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 21 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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
6

FILED

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

DPW Enterprises LLC and Mountain Prime 2018
LLC,
Plaintiff,
vs.
JEREMY L. BASS
Defendants.

DEPUTY

Case No. CV35-24-1063
VERIFICATION

DEMAND FOR JURY

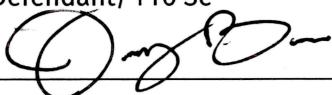
I, Jeremy L. Bass, declare under penalty of perjury under the laws of the State of Idaho that
the statements contained in the

- Motion to Dismiss and Strike Summons and Complaint
- Response to Summons and Complaint
- Memorandum in Support of Defendant's Response
- Motion for Appointment of Co-Counsel

and all other associated filings submitted on August 14, 2024, in the case DPW Enterprises LLC
and Mountain Prime 2018 LLC vs. Jeremy L. Bass, Case No. CV35-24-1063, are true and correct to
the best of my knowledge and belief.

Dated this 19 day of August 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se



Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this VERIFICATION to Plaintiffs on August 19th, 2024, at the following email address and postal address:

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

Jeremy L. Bass
Defendant



Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 19 day of August, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Brandy Kole
Notary Public for Idaho
Residing at Lewiston

Commission Expires:

10/27/2026

1



*Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current occupant, and Unknown Parties in Possession of the real property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501

Defendants.

Case No. CV35-24-1063

MEMORANDUM IN SUPPORT OF RECONSIDERATION

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se, and hereby upon the Honorable Court's granting of ~~L D^E ΥΜ^ΔΣΗΡ PDE^EΙΜ^ΔΥ^CΔΕΑ' ΥΜ~~ would submit this ~~L D^E ΙΡΑΜ^CΤΛ ΥΜ^ΔΤΤΟ^EΗΡ' ΗΣ PDE^EΙΜ^ΔΥ^CΔΕΑ' ΥΜ~~. This submission provides detailed legal authorities that are directly relevant to the core issues concerning the validity of the trustee's sale and the limitations of good faith purchaser protections under Idaho law. Additional arguments are not intended, only clarification in regard to the question of authority. These authorities clarify the protections afforded by *Tagen v. Cdc*⁷⁸⁻⁴⁸³¹ and how those protections apply—or do not apply—under the specific circumstances found in Defendant Bass' case.

I. INTRODUCTION

Plaintiffs sought summary judgment on the basis that they are entitled to possession of the property located at **4848 54th Aūdž dž̄kđa yṣṇηj 4C 16834**, following an attempted trustee's sale from a non-judicial foreclosure. The Trustee's sale is a publicly held auction, with the one in contention having been held on February 29th, 2024, on the front steps of the Nez Perce County Court House.

Plaintiffs, styling themselves as bona fide purchasers for value of Defendant Bass' property and averring that said acquisition was in good faith, sought to avail themselves of the narrow and

1 specific conditions required to gain the sweeping and unassailable immunity afforded to such
2 purchasers under *Tagh v. Bncd*^{®78-4831}. In stark contrast, Defendant Bass has mounted a
3 formidable challenge to the trustee's sale, casting a pall over the process by impugning the
4 integrity of and had alleged a multitude of procedural and substantive improprieties that fatally
5 compromise the auctions validity.

6 Defendant Bass categorically rejected the validity of the sale, asserting that the purported
7 transfer of title is *void ab initio* as the process was fundamentally flawed with pervasive
8 irregularities. He highlighted, *inter alia*, collusion and misconduct among involved parties,
9 evidenced by improper conduct tainting both the preparatory and execution stages, and the
10 conspicuous absence of a legitimate default.

II. SUPPLEMENTAL CASE LAW

1. *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.*, 170 Idaho 649 (2022)

Explanation of Breckenridge Prop. Fund 2016, LLC v. Wally Enter.:

In *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.*, the Idaho Supreme Court addressed whether an auctioneer's on-site imposition of specific payment terms—such as requiring cashier's checks payable to the trustee directly—could legally restrict a bidder from participating. The case clarified the discretionary authority of trustees to set payment terms, while emphasizing that these terms must align with *Idaho Code § 45-1506*'s purpose of promoting fair trade and transparency. The Court highlighted that on-site terms must be reasonable, yet it did not endorse practices that could unfairly limit competitive bidding or violate the Sherman Act's principles of fair commerce in public auctions.

Key Facts of the Breckenridge Prop. Fund 2016, LLC Case:

- **Foreclosure Sale:** Breckenridge attended a foreclosure auction with cashier's checks made payable to an affiliate rather than to the trustee, Weinstein & Riley, P.S.
- **Auctioneer's Terms:** At the start of the auction, the trustee specified that only checks payable directly to Weinstein & Riley, P.S. would be accepted.

- **Opportunity to Comply:** The trustee allowed Breckenridge a one-hour delay to secure checks compliant with the on-site payment terms. Despite this time allowance, Breckenridge failed to procure compliant checks within the hour.
- **Bid Rejection and Award:** With Breckenridge unable to present checks payable to the trustee, the trustee rejected Breckenridge's bid, awarding the property to Cornerstone, the only bidder meeting the payment requirement.
- **Claims by Breckenridge:** Breckenridge argued that the lack of advance notice of the payment terms violated *Idaho Code § 45-1506* and principles of fair trade. The claims included negligence, negligence per se, estoppel, and demands for equitable remedies, asserting that the terms were unfairly restrictive.

Court's Decision:

- **Summary Judgment Partially Affirmed:** The Court affirmed that the trustee acted within their rights under Idaho law, upholding the discretion to impose reasonable payment terms at the time of sale without advance notice.
- **Rejection of Bid Justified:** The Court concluded that no statutory requirement mandates pre-auction disclosure of specific payment terms, meaning the auctioneer's decision to specify acceptable payment formats on-site was legally permissible.
- **Attorney Fees Decision Reversed:** The appellate court found that the district court's award of attorney fees to Cornerstone and Wally was inappropriate, as Breckenridge's complaint did not establish a direct commercial relationship with the defendants.

Application to Defendant Bass' Case:

The only procedural similarity between *Breckenridge Prop. Fund 2016, LLC* and Defendant Bass' case is the presence of printed checks; however, Breckenridge's checks did not specify exact bid amounts, as they were to be filled in if Breckenridge won the bid. The issue in Breckenridge was centered on the form of payment rather than on any pre-arranged bid amounts.

The Idaho Supreme Court's ruling does not authorize trustees to guide bidders in placing precise bids nor to engage in pre-auction coordination regarding bid amounts.

1 Importantly, Plaintiffs in Bass' case arrived with printed checks that matched the final
2 bid amount exactly, down to the cent—confirming the Plaintiff's statement of pre-auction
3 coordination. This precise pre-calculation of amounts, absent in Breckenridge, raises
4 questions about trustee involvement and procedural fairness in Bass' case.

5 Unlike in Breckenridge, where the auctioneer allowed a one-hour correction period for
6 Breckenridge to obtain a properly payable check, no such leniency or standard practice was
7 extended here, leaving Defendant Bass the choice to participate in an auction he knew to be
8 rigged making him party to the collusion, or stand his ground, provide his due diligence to
9 minimize damage in case of innocent buyers and document the whole process but not place
10 a bid.

11 **Key Legal Points from *Breckenridge Prop. Fund 2016, LLC*:**

12 **1. Trustee Authority Over Payment Requirements:**

- 13 • While trustees have the authority to impose on-site payment conditions, these
14 must be reasonable and non-restrictive regarding fair access. Breckenridge
15 established that conditions set on-site must align with the principle of
16 competitive fairness. Bass' case reaffirms the holding that at the time of the
17 auction, terms may be provided, but not ahead of the auction that is not already
18 noticed.

19 **2. Absence of Permission for Pre-Arranged Bid Amounts:**

- 20 • Breckenridge's checks involved only payee discrepancies, with amounts left unspecified,
21 distinguishing it from Bass' case where pre-determined bid amounts were confirmed to be
22 printed on checks. The Idaho Supreme Court in Breckenridge did not address nor permit
23 practices allowing trustees to coordinate exact bidding amounts, thus preventing use of
24 Breckenridge as authority for such actions.

25 **3. Inapplicability as a Sherman Act Exception:**

- 26 • The ruling in Breckenridge does not support an exception to Sherman Act principles
27 concerning fair bidding practices in public auctions. Rather, it reaffirmed Idaho Code's
28 guidelines for fair competition and transparency in foreclosure auctions. Using

1 Breckenridge to justify pre-arranged amounts conflicts with this intention, as it would
2 favor collusion over open market principles. Bass' case thus raised issues of potential
3 Sherman Act violations in relation to trustee involvement.

4 **Conclusion:**

5 *Breckenridge Prop. Fund 2016, LLC v. Wally Enter.* provides no basis for allowing trustees
6 to engage in bid pre-arrangements or to restrict access by specifying exact bid amounts. The
7 Court's decision affirms trustee discretion in a manner consistent with *Idaho Code § 45-1506*,
8 but does not create exceptions for practices compromising competitive bidding integrity. In
9 Defendant Bass' case, the issue of pre-arranged bid amounts on Plaintiffs' checks suggested
10 trustee misconduct that violated both Idaho foreclosure standards and the Sherman Act,
11 confirmed in writing, warranting reconsideration or invalidation of the sale.

12 **2. *Baker v. Nationstar Mortg., LLC*, 574 B.R. 184 (Bankr. D. Idaho 2017)**

13 "The buyer protections afforded by *Idaho Code § 45-1508* apply only to sales challenged
14 for a failure to comply with the procedural provisions of *Idaho Code § 45-1506. Taylor v. Just,*
15 138 Idaho 137, 59 P.3d 308, 313 (Idaho 2002). And good faith purchasers are not insulated
16 against every claim or reason for voiding a foreclosure sale. See, e.g., *Taylor*, 59 P.3d at 313
17 (holding that *Idaho Code § 45-1508* does not apply to a foreclosure sale that was void for a
18 lack of default at the time of the sale)." —*Baker v. Nationstar Mortg., LLC (In re Baker)*, 574
19 B.R. 184, 191 (Bankr. D. Idaho 2017)

20 **Explanation of *Baker v. Nationstar Mortg., LLC*:**

21 In *Baker v. Nationstar Mortg., LLC*, the United States Bankruptcy Court for the District of
22 Idaho thoroughly examined the scope of protections provided to good faith purchasers
23 under *Idaho Code § 45-1508*. Specifically, the court clarified that these protections are
24 limited to sales challenged for procedural defects. The decision also emphasized that the
25 statute does not shield purchasers from all claims or grounds for invalidating a sale,
26 particularly when the sale itself was void due to substantive defects, such as the absence
27 of a valid default.

28 **Key Facts of the *Baj džū#Masqymasapči nufč#KKB* Case:**

- 1 • The homeowner (Baker) held a mortgage serviced by Nationstar Mortgage.
- 2 • Nationstar initiated a non-judicial foreclosure sale in accordance with Idaho law.
- 3 • Baker contested the foreclosure, arguing that there was no default on the mortgage
- 4 loan at the time of the sale.
- 5 • The property was subsequently sold to a third-party buyer at the foreclosure sale.
- 6 • The buyer sought protection as a good faith purchaser under *Idaho Code § 45-1508*,
7 which generally insulates buyers from certain defects in the foreclosure process.

8 **Court's Decision:**

- 9 • The court ruled that the protections under *Idaho Code § 45-1508* apply only to
10 procedural defects and do not extend to substantive defects, such as when there is a
11 lack of default or the improper execution of the auction as examples.
- 12 • *Idaho Code § 45-1508* does not protect purchasers from all claims against or reasons
13 for voiding a sale.
- 14 • Specifically, *Idaho Code § 45-1508* does not apply when a foreclosure sale is void
15 because of the absence of a valid default at the time of sale.
- 16 • The court held that the foreclosure sale was void due to the lack of default, and the
17 buyer could not claim protections as a good faith purchaser under *Idaho Code § 45-*
- 18 *1508*.

19 **Application to Defendant Bass' Case:**

20 The parallels between *Baker v. Nationstar Mortg, LLC* and the current case are striking.
21 Plaintiffs claimed protection as good faith purchasers under *Idaho Code § 45-1508*, arguing
22 that the trustee's sale must be upheld despite Defendant Bass' objections. However, Baker
23 establishes that these protections do not extend to substantive defects such as the lack of
24 a valid default or fraud. Defendant Bass has consistently maintained that the foreclosure
25 sale was void because it was conducted under improper conduct, including collusion,
26 marred the auction process, and without a valid default.

27 **Key Legal Points from *Baker v. Nationstar Mortg, LLC*:**

28 1. Limitations of Good Faith Purchaser Protections:

- 1 • *Tagh v. Bndz*⁷⁸⁻⁴⁸³¹ provides protections to purchasers in foreclosure sales only
2 when the sale is challenged for procedural defects. It does not insulate buyers from
3 the consequences of substantive defects.
4 • In *Baker v. Nationstar Mortg., LLC*, the absence of a valid default rendered the sale
5 void, and the protections of ⁷⁸⁻⁴⁸³¹ were deemed inapplicable.
6 • In Defendant Bass' case, the presence of collusion or lack of a valid default at the time
7 of the foreclosure sale each on their own are substantive defects that renders the sale
8 void.

9 2. Void Sales Due to Substantive Defects:

- 10 • Foreclosure sales conducted with the presence of collusion or without a valid default
11 are void, not merely voidable. This distinction is critical, as a void sale has no legal
12 effect and cannot confer valid title on a purchaser.
13 • Defendant Bass argued that the trustee's sale in this case was void due to a
14 substantive defect: rigging the auction, and the lack of a valid default. Therefore,
15 Plaintiffs cannot claim to have acquired valid title, and their reliance on good faith
16 purchaser protections is misplaced.

17 3. Bidder's Involvement in Rigging the Auction:

- 18 • *Baker v. Nationstar Mortg., LLC* the court underscores that protections afforded to
19 purchasers under *Idaho Code § 45-1508* do not extend to sales voided due to
20 substantive defects. Specifically, while *§ 45-1508* provides that "failure to give notice
21 to any of such persons by mailing, personal service, posting or publication in
22 accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale
23 as to persons so notified nor as to any such persons having actual knowledge of the
24 sale," it also clarifies that "any failure to comply with the provisions of section 45-
25 1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good
26 faith for value." However, the court in *Baker v. Nationstar Mortg., LLC* makes clear that
27 these protections apply only to procedural defects outlined in *§ 45-1506* and do not
28 shield a purchaser from substantive issues—such as fraud or the absence of a valid

1 default—that render a sale void. Thus, when a sale is void on substantive grounds, the
2 good-faith purchaser protections under *Idaho Code § 45-1508* are unavailable.

- 3 • In this case, Defendant Bass alleged that the bidder (Plaintiffs), the trustees, and other
4 named parties engaged in improper conduct by coordinating before the auction—an
5 admission of coordination by Plaintiffs (*DPW Enterprises Dec., Wangsgard, ¶¶3-4, Oct.*
6 *18, 2024*) that further substantiates collusion. Such misconduct constitutes a
7 substantive defect that voids the foreclosure sale.

8 Conclusion:

9 *Baʃ dʃū#Masuŋŋsapʃ nʃʃ#Kč* is directly applicable to Defendant Bass' case, as it
10 underscores that *Idaho Code § 45-1508* does not protect purchasers from substantive
11 defects, such as the absence of a valid default. Plaintiffs' claim to good faith purchaser
12 protections must fail because the trustee's sale was void, and without valid title, they
13 cannot maintain an ejectment action.

14 3. *Idaho Power Co. v. Benj. Houseman Co.*, 123 Idaho 674, 851 P.2d 970 (1993)

15 Explanation of *Idaho Power Co. v. Benj. Houseman Co.*:

16 In *Чагη ІηύdʃБη#ū#Bdž#Gn5,dš aмБη# 456 Чагη 907, 1840#C 203 [4226]*, the Idaho
17 Supreme Court clarified the rights of mortgagees and lienholders in foreclosure sales. This
18 case underscores that junior lienholders lose their security interest in a foreclosure sale
19 of senior liens, but it also emphasizes that foreclosure sales must be based on a valid
20 default to properly extinguish these interests.

21 Key Facts of the *Чагη ІηύdʃБη#ū#Bdž#Gn5,dš aмБη#* Case:

- 22 • Idaho Power held a second mortgage on a property with a debt that was not yet due.
23 • The senior lienholder, Benj. Houseman Company, initiated foreclosure due to default on
24 senior debt.
25 • The property was sold to a third-party purchaser for less than fair market value.
26 • Idaho Power, not involved in the sale, later pursued the debt, claiming its security interest
27 was extinguished improperly.

28 Court's Decision:

- 1 • The court held that Idaho Power retained the right to collect its debt after the sale, even
2 though its security interest was extinguished.
3 • It emphasized that while a foreclosure sale extinguishes junior liens, it does not eliminate
4 the debtor's personal obligation to repay the loan.
5 • Importantly, a mortgagee can pursue debt collection even after a senior lien foreclosure
6 extinguishes the security interest if the mortgage was rendered valueless.

7 **Application to Defendant Bass' Case:**

8 The relevance of *Idaho Power Co. v. Benj. Houseman Co.* to Defendant Bass' case lies in
9 its insistence on a valid default as the basis for any foreclosure sale. Defendant Bass
10 asserted that the public auction was improperly initiated without a valid default due to
11 part performance of a binding verbal agreement, which took it out of default when the
12 transfer of responsibilities commenced rendering it void under Idaho law. Additionally,
13 Bass also argued that the Plaintiffs' conduct during the auction influenced the sale
14 outcome, as the property was sold for less than fair market value—similar to the
15 undervalued sale noted in *Idaho Power Co. v. Benj. Houseman Co.*

16 **Key Legal Points from *Idaho Power Co. v. Benj. Houseman Co.***

17 1. **Mortgagee's Right to Collect Debt Despite Loss of Security Interest:**

- 18 • *Idaho Power Co. v. Benj. Houseman Co.* establishes that a mortgagee can pursue the
19 underlying debt if the security interest is extinguished improperly.
20 • In Defendant Bass' case, it was put to the court that the trustee's sale should be
21 considered void due to improper conduct and the lack of a valid default, meaning that
22 Plaintiffs cannot rely on the sale to extinguish Defendant Bass' rights or obligations
23 regarding the property.

24 2. **Improper Foreclosure Actions:**

- 25 • The court's decision in *Idaho Power Co. v. Benj. Houseman Co.* emphasizes that
26 foreclosure sales must be based on a valid default and conducted according to proper
27 & legal procedures to extinguish parties' rights.

- 1 • Defendant Bass asserted that the trustee's sale in this case was conducted without a
2 valid default and was tainted by collusion and improper conduct, which violates the
3 principles established in *Idaho Power Co. v. Benj. Houseman Co.*

4 **3. Sale for Less Than Fair Market Value:**

- 5 • In Idaho Power, the property was sold for less than its fair market value, which was
6 one of the issues raised by the junior lienholder. Similarly, in Defendant Bass' case,
7 the bidder's conduct during the auction affected the fairness and legality of the
8 sale, resulting in the property being sold under improper conditions.

9 **Conclusion:**

10 *Idaho Power Co. v. Benj. Houseman Co.* supports Defendant Bass' position that the
11 trustee's sale was improperly conducted and, therefore, void. The improper conduct
12 surrounding the sale and lack of a valid default each could render sale invalid, justifying
13 Defendant Bass' challenge to the Plaintiffs' claim to the property.

14 **4. 'անորմանլութեան կազմ 460 82 ՇհՀ 631 [5335]**

15 **Explanation of 'անորմանլութեան'**

16 In '*անորմանլութեան կազմ 460 82 ՇհՀ 631 [5335]*', the Idaho Supreme Court addressed
17 the consequences of a foreclosure sale that failed to comply with the statutory
18 requirements set forth in *Կազմ Եղշչակ 78-4838[5]*. The Court determined that when a
19 foreclosure sale does not meet the statutory criteria, it is void ab initio, meaning it has no
20 legal effect from its inception. This decision is directly relevant to cases where substantive
21 defects in the foreclosure process render the sale invalid and the purchaser's claim to the
22 property cannot be upheld.

23 **Key Facts of the Case:**

- 24 • A foreclosure sale took place after the homeowner defaulted on a deed of trust.
25 • The foreclosure sale did not comply with the statutory requirements under *Կազմ Եղշչակ*
26 78-4838[5].
27 • Specifically, the sale suffered from procedural defects that were significant enough to
28 invalidate it.

- A bidder at the foreclosure sale sought to assert rights as a good faith purchaser for value, claiming legitimate ownership despite the defects in the sale process.

Court's Decision:

- The Idaho Supreme Court determined that the foreclosure sale was void due to its failure to comply with the statutory requirements of *Tagg v. Bencyd* 78-4838[5].
 - As a result of this non-compliance, the bidder did not acquire valid title to the property.
 - The Court held that the bidder could not claim to be a good faith purchaser for value because the sale was void ab initio (from the beginning).
 - Without valid title, the bidder could not avail themselves of the protections provided to good faith purchasers under Idaho law.

Application to Defendant Bass' Case:

The decision in '*añorūl̄s*' is highly relevant to Defendant Bass' opposition to Plaintiffs' Motion for Summary Judgment. Plaintiffs in this case claimed they were entitled to possession of the property as good faith purchasers, despite Defendant Bass' arguments regarding defects in the foreclosure process. However, '*añorūl̄s*' makes clear that a foreclosure sale that fails to comply with statutory requirements is void from the outset, meaning no valid title passes to the purchaser. Defendant Bass argued that the foreclosure sale in this case was marred by both procedural and substantive defects, including non-compliance with statutory requirements and bidder collusion, which renders the sale void and precludes Plaintiffs from claiming title.

Key Legal Points from 'Anupama's Case'

1. Void Sale Due to Non-Compliance with Statutory Requirements:

- 'აუნდესტრი' establishes that a foreclosure sale that does not strictly comply with the statutory requirements set forth in ყაგო ნიკძე 78-4838I is void.
 - In Defendant Bass' case, the foreclosure sale is void due to procedural irregularities and statutory non-compliance, including the improper handling of the auction process and the involvement of the trustee and bidder in collusion.

- 1 • Because the sale was void ab initio, Plaintiffs cannot claim to have acquired valid
2 title, and any attempt to rely on good faith purchaser protections is without merit.

3 **2. Good Faith Purchaser Status:**

- 4 • In '~~an affidavit~~', the Idaho Supreme Court clarified that good faith purchaser
5 protections do not apply when the foreclosure sale is void due to statutory non-
6 compliance.
7 • Plaintiffs' claim to good faith purchaser status in Defendant Bass' case is similarly
8 unsupported because the sale itself was invalid. Without valid title, the protections
9 afforded to good faith purchasers under Idaho law are inapplicable.

10 **3. Impact on Ejectment Proceedings:**

- 11 • Since the foreclosure sale in '~~an affidavit~~' was found to be void, the purchaser
12 could not claim ownership of the property and was not entitled to possession.
13 • Likewise, in Defendant Bass' case, the Plaintiffs' claim to possession is based on a
14 void sale. As such, Plaintiffs lack standing to maintain an ejectment action against
15 Defendant Bass because they did not acquire valid title through the defective
16 foreclosure sale.

17 **Legal Principles Highlighted:**

- 18 • **Statutory Compliance and Validity of Foreclosure Sales:**
19 ○ Foreclosure sales must strictly adhere to the statutory requirements outlined in
20 *Idaho Code § 78-4838* to be valid.
21 ○ A failure to comply with these statutory provisions renders the sale void ab initio,
22 meaning it has no legal effect and cannot transfer valid title to the purchaser.
- 23 • **Void vs. Voidable Sales:**
24 ○ A void sale is invalid from the outset and confers no legal rights on the purchaser,
25 while a voidable sale is valid until it is annulled but can be challenged on certain
26 grounds.
27 ○ In Defendant Bass' case, the sale is void because of the procedural and substantive
28 defects in the foreclosure process.

- **Good Faith Purchaser Protections:**
 - The Idaho Supreme Court in *'avnjfu#15,1\$* held that the protections afforded to good faith purchasers under Idaho law do not apply when the sale is void due to non-compliance with statutory procedures.
 - Plaintiffs cannot claim the protections of a good faith purchaser in this case because the sale was not conducted in accordance with *4agn Bnjd#78-4838#*

Conclusion:

'*avângfú#l5,15*' is directly applicable to the present case and supports Defendant Bass' position that the foreclosure sale is void due to statutory non-compliance and bidder misconduct. As a result, Plaintiffs did not acquire valid title to the property, and their claim to possession must fail. The principles established in '*avângfú#l5,15*' make clear that Plaintiffs cannot claim to be good faith purchasers, and their attempt to eject Defendant Bass from the property is without legal basis.

- "*Idaho Code § 45-1508* does not require that the grantor to a deed of trust demonstrate harm resulting from an irregularity in the foreclosure sale in order to have the sale set aside. The district court cannot impose this additional requirement under the statute, thereby increasing the plaintiff's burden, just because it does not agree with the result." – *Spencer v. Jameson*, 147 Idaho 497, 505, 211 P.3d 106, 114 (2009)
 - "A trust deed must be foreclosed in the manner set forth in *I.C. § 45-1506*, which requires in part that '[t]he purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser . . .' *I.C. § 45-1506(9)*." – *Spencer v. Jameson*, 147 Idaho 497, 503, 211 P.3d 106, 112 (2009)
 - "The sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case). This interpretation promotes the legislature's interest in preserving the finality of title to real property. In addition, our interpretation does not deprive trust deed grantors of a

statutory remedy in cases such as this where the trustee wrongfully accepts a credit bid as payment in full." – *Spencer v. Jameson*, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009)

Strict Compliance and Material Irregularities:

The Idaho Supreme Court, in *Spencer v. Jameson*, highlighted that non-judicial foreclosure statutes require strict adherence. Material irregularities in the foreclosure process can serve as grounds to set aside the sale, regardless of whether harm to the grantor is demonstrated. This principle is underscored in *Idaho Code § 45-1506*, where failure to comply with statutory requirements may invalidate a sale if procedural irregularities are significant, even if the buyer acts in good faith.

Explanation of Spencer v. Jameson:

In *Rödöfbödö Ütlals džηm 4704agn 72q 54406c 439 [5332]*, the Idaho Supreme Court considered whether a grantor must demonstrate actual harm resulting from irregularities in the foreclosure process to set aside a sale. The Court held that Idaho Code § 45-1506 imposes no such requirement; any material irregularity alone is sufficient to invalidate the sale. This decision is significant for understanding the standard for contesting foreclosure sales in Idaho, clarifying that homeowner rights to challenge defective foreclosures do not hinge on proving harm.

Key Facts of the *Rődőpdőűlals džnm* Case:

- David Spencer (the grantor) executed a deed of trust on his property to secure a loan.
 - After Spencer's default, the trustee initiated a non-judicial foreclosure sale.
 - Spencer alleged irregularities in the foreclosure, notably concerning notice of sale requirements.
 - The district court required Spencer to prove actual harm from these irregularities to set aside the sale.
 - Spencer appealed, arguing that the district court improperly increased his burden by requiring harm.

Court's Decision:

- The Idaho Supreme Court reversed the district court, ruling that *Idaho Code § 45-1506* does not require a grantor to demonstrate harm from irregularities in foreclosure to set aside the sale.
- The Court stressed that non-judicial foreclosure statutes require strict adherence, and any significant irregularity in the process justifies setting aside the sale.
- The decision emphasizes that the trustee's compliance with statutory procedures, rather than the grantor's injury, is central.

Application to Defendant Bass' Case:

Rödžđpdžūtlals džñm is directly applicable to Defendant Bass' argument that the foreclosure sale should be set aside due to procedural and substantive irregularities, including collusion and manipulation of the auction process. In this case, the Plaintiffs have attempted to downplay the significance of these irregularities, suggesting that Defendant Bass cannot demonstrate harm sufficient to invalidate the sale. However, Spencer makes it clear that Idaho law does not require Defendant Bass to prove harm; the mere existence of material irregularities in the foreclosure process is sufficient to justify setting aside the sale.

Key Legal Points from *Rödžđpdžūtlals džñm*

1. No Requirement to Prove Actual Harm:

- *Rödžđpdžūtlals džñm* holds that a grantor does not need to prove that they suffered actual harm as a result of procedural defects in the foreclosure process.
- In Defendant Bass' case, Plaintiffs cannot argue that Defendant Bass must demonstrate harm in order to challenge the sale. The focus should be on whether the foreclosure process complied with Idaho's statutory requirements, which Defendant Bass argued it did not.

2. Material Irregularities in the Foreclosure Process:

- *Rödžđpdžūtlals džñm* emphasizes that strict compliance with non-judicial foreclosure statutes is required, and any material irregularity can serve as grounds for setting aside the sale.

- 1 • Defendant Bass has presented evidence of multiple irregularities in the
2 foreclosure process, including the involvement of the bidder in rigging the
3 auction, and procedural defects in the trustee's handling of the sale. These
4 irregularities are sufficient to invalidate the sale under Spencer.

5 **3. Trustee's Duty to Comply with Statutory Requirements:**

- 6 • The trustee's duty to strictly adhere to the statutory requirements of *Tagen Bank v. džem*
7 *78-4839* is a central theme in *Řoděbodžíals džem*
8 • In this case, Defendant Bass asserted that the trustee failed to comply with these
9 requirements, and as a result, the foreclosure sale is void. Under *Řoděbodžíals džem*
10 the sale must be set aside due to these material deviations from the
11 statutory procedures.

12 **Legal Principles Highlighted:**

- 13 • **Strict Compliance with Statutory Requirements:**
14 ○ Idaho law requires strict compliance with the procedures outlined in the non-
15 judicial foreclosure statutes. Any material irregularities—such as collusion,
16 inadequate notice, or procedural defects—are grounds to set aside a sale.
17 ○ In Defendant Bass' case, the numerous irregularities in the foreclosure process
18 render the sale void and justify setting it aside.
- 19 • **No Requirement to Demonstrate Harm:**
20 ○ The Idaho Supreme Court in *Řoděbodžíals džem* made it clear that grantors do not
21 need to show that they suffered actual harm in order to challenge a defective
22 foreclosure sale.
23 ○ Defendant Bass' challenge to the foreclosure sale does not require him to
24 demonstrate harm; the material irregularities alone are sufficient to invalidate the
25 sale.

26 **Conclusion:**

27 *Řoděbodžíals džem* is directly applicable to Defendant Bass' case and supports the
28 argument that the foreclosure sale must be set aside due to the procedural and

1 substantive irregularities in the process. The Idaho Supreme Court's decision in *Rödöpfjäll*
2 *lals dñm*makes clear that the existence of material irregularities is sufficient to justify
3 setting aside a foreclosure sale, and Plaintiffs cannot demand that Defendant Bass prove
4 harm in order to challenge the sale. The foreclosure process in this case was marred by
5 significant irregularities, and under *Spencer v. Jameson*, the sale is void.

6 **III. CONCLUSION**

7 For the reasons set forth in the supplemental case law discussed above, Defendant Bass
8 respectfully submits that Plaintiffs' Motion for Summary Judgment should have been denied.
9 Procedural and substantive defects, including the lack of a valid default, collusion between the
10 bidder and the trustee, and violations of statutory requirements, marred the foreclosure sale in
11 question. These defects render the sale void under Idaho law, and Plaintiffs cannot claim to be
12 good faith purchasers entitled to possession of the property.

13 The cases of *Breckenridge Prop. Fund 2016, LLC, Baker v. Nationstar Mortg., LLC, Idaho Power*
14 *Co. v. Benj. Houseman Co., Taylor v. Just, and Spencer v. Jameson* all support Defendant Bass'
15 position that the foreclosure sale was void and that Plaintiffs did not acquire valid title to the
16 property with no new arguments added. Accordingly, the Court should set aside the foreclosure
17 sale and deny Plaintiffs' Motion for Summary Judgment.

Dated this 6th day of November 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this *L DĘJPAMCTŁ ɬI RTJOJPI ɬZ PDEJNMRU'DZEA' ɬJM* to Plaintiffs and Co-Defendant's console on November 6th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com	<input checked="" type="checkbox"/>	Ken Nagy
Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	<input type="checkbox"/>	Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

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

On the 6th day of November, 2024, before me, the undersigned Notary Public,
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that s/he executed the same.
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____

Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current occupant, and Unknown Parties in Possession of the real property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501

Defendants

Case No. CV35-24-1063

MOTION FOR RECONSIDERATION

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se, and hereby submit to the Honorable Court's a ***MOTION FOR RECONSIDERATION*** and moves this Court for reconsideration of its interlocutory order granting summary judgment in favor of Plaintiffs on November 5th 2024, pursuant to ***Idaho Rule of Civil Procedure 11.2(b)***. This motion is supported by the following:

I. Grounds for Reconsideration

1. Misinterpretation of *Idaho Code § 45-1508*.
 - The summary judgment decision failed to fully interpret the requirements of “good faith for value” under *Idaho Code § 45-1508*. The statute protects foreclosure purchasers only when they act in good faith and for value, not under collusive or unfair conditions.
 - The case of *Baker v. Nationstar Mortg., 574 B.R. 184 (Bankr. D. Idaho 2017)* clarifies that these protections are invalid where foreclosure sales lack evidence of default or violate procedural fairness, directly supporting Defendant’s argument.
 2. Failure to Consider Material Disputes of Fact:
 - Defendant’s responses addressing Sections C, D, and E of *PLAINTIFFS’ REPLY MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AS AGAINST*

1 DEFENDANT JEREMY L. BASS through filings titled *DEFENDANT'S RESPONSE TO*
2 *PLAINTIFF'S ALLEGATIONS IN SECTION C, DEFENDANT'S RESPONSE TO PLAINTIFF'S*
3 *ALLEGATIONS IN SECTION D, and DEFENDANT'S RESPONSE TO PLAINTIFF'S ALLEGATIONS*
4 *IN SECTION E*, were submitted within a limited timeframe due to service by Plaintiffs
5 occurring some time mid-day on Sunday, the 20th of October 2024 leaving only Monday
6 to put together any manor of filing while determining the correct path to respond before
7 the hearing on Tuesday, the 22nd of October 2024. These responses were rejected without
8 proper review despite raising significant procedural questions regarding notice and
9 procedural integrity.

- 10 • Evidence in Section D, for example, indicates Plaintiffs failed to provide verified proof of
11 notice, an essential requirement under Idaho law. Additionally, Section C highlights
12 evidence of pre-auction collusion, which undermines the validity of Plaintiffs' claim as
13 bona fide purchasers.

14 3. Prejudice to Defendant and Manifest Injustice:

- 15 • Proceeding on the basis of this order deprives Defendant of a fair opportunity to
16 address issues essential to his property rights. The current judgment disregards
17 statutory requirements that safeguard due process in trustee sales.

18 **II. Procedural Grounds for Filing**

19 The right to file a Motion for Reconsideration in Idaho courts is directly authorized by the
20 *Idaho Rules of Civil Procedure 11.2(b)*

- 21 • *Idaho Rule of Civil Procedure 11.2(b)* (Motion for Reconsideration):
- 22 ○ Provision: *IRCP 11.2(b)* explicitly permits a party to file a motion to reconsider any order
23 entered by the court before final judgment. This includes interlocutory orders, such as
24 summary judgments that do not resolve all claims in a case.
- 25 ○ Timing: The rule states that a reconsideration motion can be filed "at any time prior to
26 or within 14 days after the entry of a final judgment."
- 27 ○ Application: Since the order on summary judgment is interlocutory (not a final judgment
28 on the entire case), *IRCP 11.2(b)* serves as the procedural basis for filing this motion,

allowing Defendant to request the court to review its decision before the case fully concludes.

- Supporting Language for Filing: This rule provides a clear procedural pathway to challenge perceived misinterpretations or overlooked facts in a ruling. Defendant's motion, therefore, seeks to revisit the court's order based on procedural fairness and due process, with *IRCP 11.2(b)* serving as the basis for reconsideration.

III. Relief Sought

Defendant respectfully requests that the Court vacate its summary judgment order, accept the previously filed memorandums, and reconsider the case with the valid authorities which at the least should allow the case to proceed to trial through the detailed legal standards set forth in the accompanying ***MEMORANDUM IN SUPPORT OF RECONSIDERATION*** to this motion.

Dated this 6th day of November 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION FOR RECONSIDERATION*** to Plaintiffs and Co-Defendant's counsel on November 6th, 2024, at the following email address and postal address:

Email:	lewis@hwmlawfirm.com	[<input checked="" type="checkbox"/>]	Ken Nagy
Postal:	Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	[<input type="checkbox"/>]	Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

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

On the 6th day of November, 2024, before me, the undersigned Notary Public,
personally appeared Jeremy Bass, known to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that s/he executed the same.
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Idaho

Residing at _____

Commission Expires: _____

Jeremy L. Bass, Perforce 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

DPW Enterprises LLC and Mountain Prime 2018
LLC,

Plaintiff,

vs.

Jeremy L. Bass, Dwayne Pike, and Current occupant, and Unknown Parties in Possession of the real property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501

Defendants

Case No. CV35-24-1063

MOTION FOR STAY UNTIL FINAL JUDGMENT AFTER RECONSIDERATION AND APPEAL

DEMAND FOR JURY

COMES NOW the Defendant Jeremy L. Bass, (hereinafter "Defendant Bass"), Perforce Pro Se, and hereby submit to the Honorable Court's a ***MOTION FOR STAY UNTIL FINAL JUDGMENT AFTER RECONSIDERATION AND APPEAL*** and respectfully moves this Court for an order staying the enforcement of its interlocutory order granting summary judgment in favor of the Plaintiffs. This stay is requested until a final judgment is rendered, covering the period necessary for reconsideration and any subsequent appeals. This motion is based on the following grounds:

I. Basis for Stay

1. Preservation of Rights During Pending Reconsideration and Appeal:

- This stay seeks to prevent premature and potentially irreparable harm to Defendant. The Court's ruling raises substantive legal issues that warrant reconsideration and, if necessary, appeal.
 - Defendant's arguments hinge on the controlling question of law regarding the statutory requirements for "good faith for value" under *Idaho Code § 45-1508*. If the current interpretation is found to be in error, the harm incurred by enforcing the current ruling would be substantial and unjust.

1 2. Irreparable Harm to Defendant:

- 2 • Without a stay, Defendant will face immediate eviction, risking loss of property and
3 significant financial harm before a complete legal review of the summary judgment order.
4 The need for a stay is underscored by the unfairness of enforcing a judgment based on a
5 misinterpretation of statutory provisions designed to protect both homeowners and
6 purchasers. The stay imposes no meaningful additional injury to the Plaintiff's.

7 3. Balance of Equities:

- 8 • A stay will prevent harm to Defendant while causing minimal disruption to Plaintiffs, who
9 have other recourses and remedies that do not require immediate possession. The
10 equities favor preserving the status quo until a comprehensive judicial review is
11 complete.

12 **II. Procedural Grounds for Filing**

13 The ability to request a stay on enforcement of an interlocutory order is provided by *Idaho*
14 *Rule of Civil Procedure 62(b):*

15 • *Idaho Rule of Civil Procedure 62(b)(Stay of Proceedings to Enforce a Judgment):*

- 16 ○ Provision: *IRCP 62(b)* allows a party to request a stay on enforcing a judgment or order
17 pending the disposition of a motion, such as a motion for reconsideration.
18 ○ Purpose: This stay is intended to prevent enforcement actions, such as eviction or
19 property transfer, that could cause irreparable harm while the court reviews a
20 potentially reversible order.
21 ○ Application: Defendant's request for a stay under *IRCP 62(b)* is aimed at maintaining the
22 status quo while the reconsideration process (and any potential appeal) is ongoing. This
23 rule empowers the court to hold off on enforcing its order until all available relief
24 avenues, including reconsideration and appeals, are exhausted.

25 • **Supporting Language for Filing:**

- *IRCP 62(b)* ensures that the Defendant is not subjected to potentially premature enforcement, allowing time for complete judicial review. The stay motion is therefore properly based on *IRCP 62(b)*, which authorizes a temporary suspension of enforcement actions under pending motions.

III. Relief Sought

Defendant Jeremy L. Bass respectfully requests that this Court grant a stay of enforcement pending the resolution of the Motion for Reconsideration and any necessary appeals.

Dated this 6th day of November 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION FOR STAY UNTIL FINAL JUDGMENT AFTER RECONSIDERATION AND APPEAL*** to Plaintiffs and Co-Defendant's counsel on November 6th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com	[✓]	Ken Nagy
Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	[]	<p>Idaho Legal Aid Services, Inc.</p> <p>Email: kennagy@idaholegalaid.org</p> <p>Counsel for Dwayne Pike</p>

Jeremy L. Bass
Defendant/ Perforce Pro Se

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)
: SS.

County of NEZ PERCE)

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Notary Public for Idaho

Residing at _____

Commission Expires: _____

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*

**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,

vs.

**Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501**

Defendants.

Case No. CV35-24-1063
**DEFENDANT BASS' RESPONSE TO
PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

DEMAND FOR JURY

10 COMES NOW the Defendant Jeremy Bass (hereinafter "Defendant Bass"), perforce
11 representing himself pro se, and hereby responds to the *Plaintiffs' Motion for Summary*
12 *Judgment*(hereinafter "Motion"), as well as *Plaintiffs' Memorandum in Support of Motion for*
13 *Summary Judgment and in Opposition to Motion to Dismiss and Strike Summons and Complaint*
14 (hereinafter "Memorandum"), filed in this proceeding on the 16th day of September, 2024. This
15 response is supported by the *Affidavit of Jeremy L. Bass in Support of Defendant Bass' Response*
16 *to Plaintiffs' Motion for Summary Judgment* filed herewith.

17 Defendant Bass hereby responds to the issues and arguments contained in the Plaintiffs'
18 Motion and Memorandum that pertain to his responsibilities regarding his property, including
19 any obligations related to the lease involving Defendant Dwayne Pike (hereinafter "Defendant
20 Pike"). Defendant Bass does not address or take a position on matters pertaining to Defendant
21 Pike's individual perspective or defenses, except where such matters directly concern his own
22 obligations related to his property.

1 I. INTRODUCTION

2 Defendant Bass, the owner and resident of the real property 1515 21st Ave., Lewiston, ID
3 83501-3926 (hereinafter "Property"), has been improperly subjected to an attempt to divest him
4 of his lawfully owned Property through a trustee's sale conducted to the highest bidder pursuant
5 to Idaho Code § 45-1506(8), which mandates, "The trustee shall sell the property in one (1) parcel
6 or in separate parcels at auction to the highest bidder." *Idaho Code § 45-1506(8) (Lexis Advance*
7 *through all legislation from the 2024 Regular Session).*

8 The Plaintiffs' Motion hinges on the assertion that they enjoy the protection afforded to
9 them as bona fide purchaser in good faith for value as mandated under *Idaho Code § 45-1508*,
10 "Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not
11 affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or
12 any successor in interest thereof." There is no question that a "purchaser in good faith for value"
13 should be favored and Defendant Bass doesn't dispute this or claim that there was any issue
14 under any failure to comply with the provisions of *Idaho Code § 45-1506*. The dispositive issue is
15 not if there was any failure to comply with the provisions of *Idaho Code § 45-1506*, it's whether or
16 not the plaintiffs were bona fide purchasers acting in good faith.

17 "One who relies for protection upon the doctrine of being a bona fide purchaser must show
18 that at the time of the purchase he paid a valuable consideration and upon the belief and the
19 validity of the vendor's claim of title without notice, actual or constructive, of any outstanding
20 adverse rights of another." *Richlands Brick Corporation v. Hurst Hardware Co.*, 80 W. Va. 476, 92
21 S.E. 685; *Merchants Trust v. Davis*, 49 Idaho 494, 290 P. 383; *Moore v. De Bernardi*, 47 Nev. 33, 220
22 P. 544; *Davis v. Kleindienst*, Ariz., 169 P.2d 78; 92 C.J.S., *Vendor and Purchaser*, § 321, p. 214.

1 "Further, one who purchases property with sufficient knowledge to put him, or a reasonably
2 prudent person, on inquiry is not a bona fide purchaser." *Froman v. Madden*, 13 Idaho 138, 88 P.
3 894; *Mangum v. Stadel*, 76 Kan. 764, 92 P. 1093; *LaBrie v. Cartwright*, 55 Tex.Civ.App. 144, 118 S.W.
4 785; *Salmon v. Norris*, 82 App. Div. 362, 81 N.Y.S. 892; *Shephard v. Van Doren*, 40 N.M. 380, 60 P.2d
5 635.

6 In *Froman v. Madden*, 13 Idaho 138, 88 P. 894, the Court held:

7 *"One who has notice or knowledge of a previous sale of real property, or who has notice or
8 knowledge of such facts and circumstances as would lead a reasonably prudent man to
9 discover that a previous sale had been made, is not a purchaser in good faith ***."*

10 and in *Mangum v. Stadel*, 76 Kan. 764, 92 P. 1093, the Court held:

11 *"If the purchaser has knowledge of the facts which naturally excite inquiry, and one that
12 reasonably leads to a knowledge of the lien, it is his duty to inquire, and testimony
13 sufficient to require inquiry is testimony of notice."*

14 Other authorities and text writers could be quoted to the same effect. This status must be denied
15 for the following reasons:

- 16 1. **Bid Manipulation and Collusion:** The plaintiffs directly or by way of the individual
17 present at the court house for the auction, knowingly engaged in collusive practices
18 with the bank to manipulate the auction process in their favor. Pre-auction
19 coordination resulted in an auction that was neither fair nor competitive, violating
20 both state and federal regulations governing fair auction practices.(see audio, and
21 chat evidence)
- 22 2. **Plaintiffs' Awareness of Property Issues:** Plaintiffs were fully aware of legal defects
23 affecting the property. Defendant Bass was present at the auction with a sign stating

1 the auction was fixed, and such prior knowledge disqualifies the Plaintiffs from
2 claiming bona fide purchaser status. (see video, audio evidence)

3 3. **Direct Intimidation by the Buyers:** Prior to the auction, an individual who claimed to
4 be a local developer, looking like the only person at the auction for the Plaintiffs
5 attempted to coerce Defendant Bass into selling directly to them. These actions
6 included boasting that the auction was rigged and attempting to intimidate
7 Defendant Bass into selling under duress.

8 4. **Trustees' Awareness of Auction Issues:** The trustees were aware of issues with the
9 auction process and with the property itself, yet they allowed the auction to proceed,
10 demonstrating a breach of fiduciary duty.

11 5. **Absence of Competitive Bidders:** The plaintiffs were the only bidders at the auction,
12 arriving with pre-printed checks, further showing that the auction was prearranged
13 for their benefit, contrary to the principles of a public auction.

14 6. **Up to date pricing:** The amount paid was a calculated total up to the date of the
15 public auction, but is not published anywhere, or easily derived, coming in only
16 approx. \$1500 over the payoff quote in Evidence, just like I had to get the payoff just
17 a few weeks before the auction was put on proving the was communications between
18 the buying parties and the selling parties no matter what agreements made or not,
19 the communication is enough to show cause of action.

20 7. **Due diligence:** A prominently displayed poster detailing the legal issues with the
21 property had been in the window for two years, visible from the sidewalk. It's
22 inconceivable that the plaintiffs would have not tried to view the Property at some
23 point in the last two years. If the plaintiffs exercise due diligence for their potential

1 investment, the plaintiffs could not have participated in the auction without
2 knowledge of these issues.

3 **8. Auction on the Wrong Instrument:** The auction was initiated on an incorrect
4 instrument, rendering the foreclosure process invalid from the outset. This
5 fundamental defect invalidates the foreclosure and subsequent sale as legally
6 impermissible.

7 Because the plaintiffs knew of the property's issues and participated in a rigged auction,
8 their claim to bona fide purchaser status is unsupported. While the plaintiffs may have paid
9 funds to obtain the property, all parties involved knew there were legal defects with the
10 Property. Any financial losses or injury the plaintiffs are subjected to are of their own making and
11 must be addressed with the bank, not Defendant Bass.

12 Additionally, Defendant Bass further asserts that a proper and complete eviction notice
13 has never been duly served. The two notices provided by the Plaintiffs were incomplete, as they
14 instructed Defendant Bass and Defendant Pike to review an attached deed that was never
15 presented, rendering them invalid. This grave omission resulted in the notices being
16 understandably dismissible, particularly from Defendant Pike's standpoint, as such incomplete
17 documents could have come from anyone professing any manner of unsupported claims. The
18 first instance where a complete eviction notice appeared was in the Plaintiffs' court filings.
19 Consequently, the eviction process cannot proceed based on defective notices. Even assuming,
20 arguendo, that the purported 'purchase' was legitimate and enforceable, which Defendant Bass
21 disputes, any eviction would still require a valid, complete notice would still need to be correctly
22 served in its entirety. To date, as far as Defendant Bass is aware, no such valid notice has been
23 served to either Defendant.

Defendant Pike has complied with his lease obligations, paying for utilities including water, sewer, garbage, electricity, and internet services. Claims of non-payment by the Plaintiffs are unfounded, as the Idaho Housing and Finance Association (IHFA) erroneously redirected his rent payments to the Plaintiffs. This redirection was out of Defendant Pike's and Defendant Bass' control and does not constitute non-payment.

II. STANDARD OF REVIEW

Idaho Rule of Civil Procedure 56(c) states:

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

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

In the case of *Fannie Mae v. Ormesher*, 2014 Ida. Dist. LEXIS 31, the court ruled that summary judgment is not appropriate where material issues of fact exist, particularly regarding the validity of a trustee's sale. The court emphasized that even if statutory presumptions exist in favor of a trustee's sale, the presumption can be rebutted when genuine issues of material fact concerning the foreclosure process are present. When determining whether a foreclosure sale

1 was properly conducted under *Idaho Code § 45-1506*, the court must scrutinize whether all
2 statutory requirements were met, and if not, whether the purchaser is a bona fide purchaser.

3 In non-judicial foreclosure cases, Idaho law under *Idaho Code § 45-1508* imposes
4 additional requirements for determining a bona fide purchaser. A bona fide purchaser must
5 establish they acted in good faith, provided valuable consideration, and had no knowledge of
6 any defects or irregularities in the title. Courts can scrutinize a purchaser's status where there is
7 evidence of collusion, fraud, or procedural irregularities in the foreclosure sale process. *See*
8 *Pines Grazing Ass'n v. Flying Joseph Ranch, LLC*, 151 Idaho 924, 265 P.3d 1136 (2011).

9 Therefore, summary judgment should not be granted in this case because there are several
10 material facts in dispute, particularly concerning whether the auction process was conducted
11 properly, whether Plaintiffs acted in good faith, and whether Plaintiffs qualify as bona fide
12 purchasers with protection under *Idaho Code § 45-1508*. These factual disputes warrant a trial to
13 resolve them.

14 Moreover, the non-moving party is not required to prove its case at this stage but must
15 show that there is sufficient evidence to raise a genuine issue of material fact. *Petricevich v.*
16 *Salmon River Canal Co.*, 92 Idaho 865, 452 P.2d 362 (1969). Here, the evidence provided by
17 Defendant Bass, including documented irregularities in the auction process, the trustee's failure
18 to comply with statutory duties, and the Plaintiffs' pre-auction conduct, more than suffices to
19 raise such issues. Consequently, summary judgment is inappropriate.

20 **III. STATEMENT OF UNDISPUTED FACTS**

21 Based upon the pleadings in this case, public land records of Nez Perce County, and the
22 recorded Deeds of Trust, the following facts are undisputed.

23 **1. Purchasing of the Property**

24 On September 5th, 2008 Defendant Bass purchased the Property for \$146,418.00 from

1 Mr. and Mrs. Tuddy, becoming the fee simple owner, and then pledged the Property as
2 security under a deed of trust.

3 2. Letter of Full Reconveyance

4 A Letter of Full Reconveyance was issued and recorded on November 10, 2009,
5 indicating satisfaction of the loan secured by the original Deed of Trust; see evidence no.
6 XXX. Bank of America (hereinafter BOA) doesn't dispute the validity of the reconveyance
7 (See Transcript of court hearing), nor does Defendant Bass have any reason to believe
8 that the reconveyance is invalid. At this time it is the last undisputed and properly
9 recorded instrument.

10 3. Conspiracy To Commit Mortgage Fraud

11 From approximately 2019-12-19 through approximately 2020-11-10, Carrington
12 Mortgage Services (hereinafter CMS) sent new loans multiple times, which they tried to
13 coerce me into signing a deed of trust dated for 2012-09-01 bearing their name and other
14 erroneous information by way of bribery

15 4. Wrong Instrument foreclosed on

16 On or about 2024-04-25, CMS presented an instrument to the Idaho Department of
17 Finance (hereinafter IDoF) under which the loan operated but left unrecorded while
18 differing from the terms found in the disputed instrument the foreclosure was acted on.

19 5. Plaintiffs made a transaction at Trustee's Sale

20 Plaintiffs claim to have made a winning bid for the Property at a trustee's sale on
21 February 29, 2024, for \$165,346.71, based on a recorded Trustee's Deed on March 4, 2024.

22 6. Redirection of Rental Payments

23 Idaho Housing and Finance Association (hereinafter IHFA) purported the
24 Plaintiffs contacted them to redirect rent payments intended for Defendant Pike's lease

1 obligations to the Plaintiffs instead of Defendant Bass to which Defendant Bass saw the
2 amount owed by IHFA redirected away on or about April of 2024.

3 **IV. STATEMENT OF MATERIAL FACTS IN DISPUTE**

4 **1. The Auction Was Proper**

5 Plaintiffs participated in an auction rigged by the bank and developer, as evidenced
6 by communications between the developer and Defendant Bass prior to the auction.
7 Video footage shows only one developer attending the auction with pre-printed checks,
8 further indicating prearranged bidding. This constitutes bid rigging, which is illegal under
9 Idaho and federal antitrust laws. (*Exhibit B: Audio and chat log admissions of developer*).

10 **2. Plaintiffs Were Not Bona Fide Purchasers**

11 Plaintiffs cannot claim bona fide purchaser status due to their awareness of the
12 rigged nature of the auction and title defects, including the Letter of Full Reconveyance.
13 A bona fide purchaser cannot have prior knowledge of irregularities in the title or
14 auction process.

15 **3. Verbal Agreement to Purchase the Property**

16 A verbal agreement existed between Defendant Bass and the CMS to allow for
17 Defendant Bass to cure the debt, forgoing the foreclosure and Trustee's Sale. This
18 agreement is supported by Defendant Bass's payments for property taxes and insurance
19 that normally would have been paid out of the escrow account; which were made in
20 furtherance of this agreement. The auction should never have occurred given the existing
21 agreement.

22 **4. Foreclosure Conducted on the Wrong Instrument**

23 The foreclosure was initiated using an incorrect Deed of Trust, as evidenced by

1 backdated loan documents conflicting with the instrument used to foreclose with. The
2 foreclosure process was therefore void under *Idaho Code § 45-1508*.

3 **5. Incomplete Eviction Notices**

4 At no time was Defendant Bass or Defendant Pike ever served with a complete and
5 valid eviction notice as far Defendant Bass knows. Two notices were served, both
6 incomplete, and neither could reasonably be considered serious or valid. The first
7 complete eviction notice was only seen when the plaintiffs filed it as part of their
8 evidence in this case. The notices referenced an attached deed that was never included.
9 Plaintiffs cannot reasonably expect a party to act upon an incomplete notice.

10 **V. LEGAL ANALYSIS**

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

12 Under *Idaho Code § 45-1504*, a trustee's sale must be conducted as a public auction.
13 Black's Law Dictionary defines a public auction as:
14 *"An auction held openly, allowing all qualified bidders to participate, with the sale going*
15 *to the highest bidder. Public auctions are typically advertised in advance, and the rules*
16 *are established to promote transparency and fairness."*

17 This definition underscores that a public auction must be open to the public, conducted
18 fairly, and free from collusion or preferential treatment. In *Kane v. Union State Bank*, 21 F.
19 Supp. 225 (D. Idaho 1937), the court held that a public auction must foster competitive
20 bidding, preventing any collusion among bidders. In the current case, the auction was
21 fixed to the plaintiffs' advantage, violating these fundamental principles.

22 **B. Trustee's Fiduciary Duty**

23 A trustee has a fiduciary duty to act impartially and fairly for all parties involved in a

1 sale. In this case, the trustee failed to act in good faith by allowing the auction to proceed
2 despite being made aware of serious irregularities in the foreclosure process.

3 C. Breach of Contract

4 Additionally, Defendant Bass entered into a verbal agreement with the mortgage
5 servicer, wherein it was agreed that Defendant Bass would pay off the home in full, and
6 the process of calculating a payoff amount had already begun. As a result of this
7 agreement, Defendant Bass began paying the taxes and insurance on the property, which
8 were normally the servicer's responsibility, further demonstrating part performance of the
9 agreement.

10 Under the doctrine of part performance, this verbal agreement should be enforceable.
11 Courts have held that part performance can be an exception to the Statute of Frauds
12 when the actions of one party clearly indicate the existence of an agreement and
13 demonstrate reliance on that agreement. In this case, Defendant Bass's payment of taxes
14 and insurance—responsibilities that normally belonged to the servicer—along with the
15 servicer's action of providing a payoff number, shows reliance on the verbal agreement to
16 delay foreclosure and allow for full payment of the home.

17 In Idaho, part performance may remove a verbal agreement from the Statute of Frauds
18 if the performance clearly indicates the existence of an agreement and reliance on it. See
19 ChatGPT Analysis (2024). The fact that Defendant Bass began making payments for taxes
20 and insurance, along with the servicer's provision of a payoff number, supports the
21 existence of the agreement, rendering it enforceable. This agreement, which included a
22 recalculated payoff number pending the clearing of a probate inheritance, should be
23 upheld under the doctrine of part performance.

1 D. The Improper Foreclosure Process

2 The foreclosure process was invalid, as it was based on an incorrect instrument and
3 involved improper loan documentation. Under *Idaho Code § 45-1508*, we can infer that the
4 trustee's sale is void if based on fraudulent or defective documents if it is known to the
5 buyer.

6 Additionally, Plaintiffs cannot claim the status of bona fide purchasers due to their
7 knowledge of the auction irregularities and title defects, as supported by evidence
8 including Defendant Bass's public displays and the rigged auction process. According to
9 *Idaho Code § 45-1510(1)*, the status of a bona fide purchaser is not available to a party
10 who is on inquiry notice of a potential defect. The Idaho Supreme Court in *Federal Home*
11 *Loan Mortg. Corp. v. Appel*, 143 Idaho 42, 47, 137 P.3d 429, 434 (2006), held that a purchaser
12 in a nonjudicial foreclosure sale cannot claim bona fide purchaser status if they were on
13 inquiry notice of potential statutory defects. The Plaintiffs, being aware of the issues
14 surrounding the foreclosure and having participated in a rigged auction, cannot be
15 deemed to have acted in good faith as required by law.

16 Thus, the foreclosure should be considered void, and the Plaintiffs cannot assert rights
17 based on their participation in a procedurally defective auction. The auction's improper
18 foundation, based on the wrong instrument and conducted under dubious circumstances,
19 disqualifies Plaintiffs from any claim of bona fide purchaser status.

20 E. Conflict of Interest with IDEA Law Group

21 The IDEA Law Group, which acted as the trustee in the foreclosure, has significant conflicts
22 of interest due to its relationships with Carrington Mortgage Services. Lawyers from both
23 entities regularly participate in industry events and serve on shared boards, which calls
24 into question the impartiality of the trustee's role. This conflict of interest further

1 undermines the validity of the foreclosure and auction process, as it suggests that the
2 trustee acted in favor of Carrington rather than impartially.

3 F. Relevant Idaho and Federal Laws Governing Auctions

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

- 6 1. **Idaho Code § 45-1506:** Specifies the procedural requirements for non-judicial
7 foreclosures, including proper notice and timing. Failure to comply with these
8 requirements can render an auction invalid. See *Wells Fargo Bank, N.A. v. Renz*, 124
9 *Idaho 885 (1993)*.
- 10 2. **Idaho Code § 55-809:** Requires that all deeds, mortgages, and instruments
11 affecting real property be recorded. In this case, the Trustee's Deed was not
12 properly recorded, further casting doubt on the foreclosure's legality.
- 13 3. **11 U.S.C. § 704:**
14 Establishes the duties of trustees in bankruptcy, including the collection and
15 distribution of assets, emphasizing the necessity of conducting auctions fairly and
16 in accordance with the law.
- 17 4. **15 U.S.C. § 78fff:**
18 Governs the duties of trustees conducting asset sales, underscoring the
19 importance of impartiality and transparency in the auction process.
- 20 5. **12 U.S.C. § 1821:**
21 Mandates that auctions conducted by the Federal Deposit Insurance Corporation
22 (FDIC) must be open and transparent, offering clear federal standards for
23 conducting public auctions that ensure fairness.

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

VI. CONCLUSION

For the foregoing reasons, there exist genuine disputes of material fact regarding the rigged auction, plaintiffs' knowledge of said rigging, the invalid foreclosure, and the existence of a prior agreement between Defendant and the bank. Plaintiffs cannot claim bona fide purchaser status due to their prior knowledge of title defects and auction irregularities. Accordingly, this Court should deny Plaintiffs' Motion for Summary Judgment and permit this case to proceed to trial, where these factual disputes can be resolved.

TABLE OF AUTHORITIES

TABLE OF AUTHORITIES

No table of authorities entries found.

Dated this 15 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 15th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: SS.

County of NEZ PERCE COUNTY)

On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

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*

**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,

vs.

**Jeremy L. Bass, Dwayne Pike, and Current
occupant, and Unknown Parties in
Possession of the real property commonly
known as 1515 21st Avenue, Lewiston,
Idaho 83501**

Defendants

Case No. CV35-24-1063

**AFFIDAVIT OF JEREMY L. BASS
IN SUPPORT OF DEFENDANT'S RESPONSE
TO PLAINTIFFS'
MOTION FOR SUMMARY JUDGMENT**

DEMAND FOR JURY

COMES NOW Plaintiff, JEREMY L. BASS, AND PROVIDES THIS AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT in regards to his knowledge of events and everything he believes to be true regarding pleading for the proceedings over the property located at ***1515 2nd AVE. LEWISTON ID 83501-3926*** (hereinafter "THE PROPERTY" or "HOUSE" fully described in further reading). The reason for this affidavit is to help meet the page limits defined in District Local Rule Civ 7.1 (Civil) [v. 4].

I, Jeremy L. Bass, Pro Se, hereby makes the following statements of fact as to his personal knowledge and attests the same to be true to the best of his knowledge, being first duly sworn on oath, depose and state as follows:

1. I am the Defendant in the case DPW Enterprises LLC and Mountain Prime 2018 LLC vs. Jeremy L. Bass, Dwayne Pike, et al., Case No. CV35-24-1063, in the District Court of the Second Judicial District for the State of Idaho in and for Nez Perce County.

- 1 2. I am the lawful owner of the property located at 1515 21st Avenue, Lewiston, Idaho 83501,
2 and I am proforce pro se in this matter.
- 3 3. I submit this affidavit in support of my Response to Plaintiffs' Motion for Summary
4 Judgment, to introduce and authenticate evidence supporting my claims that the auction
5 of my property was rigged, fraudulent, and procedurally invalid.
- 6 4. The following evidence is relevant to demonstrating bid manipulation, collusion, and
7 irregularities in the auction process:
- 8 a. Exhibit A: Facebook Messenger Chat Log a. A series of messages exchanged
9 between myself and Glenda Morlan from May 19, 2023, to June 2, 2023, via
10 Facebook Messenger. In these messages, Ms. Morlan makes repeated attempts to
11 coerce me into selling my property to her and discloses information about the
12 rigged nature of the auction.
- 13 i. Chat Log Document: The chat log is attached as chat log.md.
- 14 ii. Key Messages: Ms. Morlan warns about the foreclosure auction and
15 attempts to pressure me into a sale before the rigged auction could take
16 place, stating:
- 17 1. "The mortgage company will buy it... and then auction it off again
18 to recap all expenses."
- 19 2. "Right now, your only chance to get out without a foreclosure... is
20 to do a quick sell and because of time it will have to be cash."
21 [Relevant Section: Exhibit B from Response to MSJ, pages X-Y.]
22 [File Reference: chat log.md]
- 23 b. Exhibit B: Transcript of Recorded Audio Call a. A recorded conversation between
24 myself and Glenda Morlan, a local property developer, on June 2, 2023, via Meta's

1 Messenger app. This conversation discusses irregularities in the foreclosure
2 process and intimidation tactics used to coerce me into selling my property.

3 i. Transcript: A full transcription of this conversation is attached, titled
4 230602_0285.mp3 transcript.md.

5 ii. Original Audio: The audio file is labeled 230602_0285.mp3.
6 [Relevant Section: Response to MSJ, pages X-Y.]
7 [File Reference: 230602_0285.mp3 transcript.md]

8 c. Exhibit C: Video Evidence of the Auction a. A series of video recordings taken on
9 February 29, 2024, during the foreclosure auction. These recordings show the
10 absence of competitive bidding and collusive behavior by the Plaintiffs and their
11 representatives.

12 i. Video Files:
13 1. 20240229_110157.mp4
14 2. 20240229_110252.mp4
15 3. 20240229_110654.mp4
16 [Relevant Section: Response to MSJ, pages X-Y.]
17 [File Reference: Video files located under *E:\GIT\obsidian\BoA
18 timeline\proceedings\parties\after sale\defendant\2024-09-
19 23\evidence\The rigged auction*]

20 5. I assert that this evidence demonstrates that the Plaintiffs were aware of defects in the
21 auction process and that the auction was not conducted in good faith, as required under
22 **Idaho Code § 45-1508**. Specifically, the Plaintiffs' knowledge of title defects, irregularities
23 in the foreclosure process, and their participation in a pre-arranged, collusive auction
24 precludes them from claiming bona fide purchaser status.

- 1 6. I respectfully request that the Court deny Plaintiffs' Motion for Summary Judgment and
2 allow this case to proceed to trial, where these material issues of fact can be resolved.
3 7. Attached to this affidavit are true and correct copies of the evidence referenced above.

4 FURTHER AFFIANT SAYETH NAUGHT.

5

Dated this 15 day of October 2024.

Respectfully submitted,
Jeremy L. Bass
Defendant/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and/or first-class mail this DEFENDANT BASS' RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT to Plaintiffs on October 15th, 2024, at the following email address and postal address:

Email: lewis@hwmlawfirm.com Postal: Lewis N. Stoddard, Bar No. 7766 Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111	Ken Nagy Idaho Legal Aid Services, Inc. Email: kennagy@idaholegalaid.org Counsel for Dwayne Pike
---	---

Jeremy L. Bass
Defendant

Signature

ACKNOWLEDGMENT

STATE OF IDAHO)

: ss.

County of NEZ PERCE COUNTY)

On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Commission Expires: _____

1

page-title: The chat held on Meta's (Facebook's) Messenger app from a local property developer.

url/uri:

date: 2023-05-19 20:16:00 - 2023-06-02 16:02:00

tags:

- Audio
- Trustee/Sale
- Conflicts-of-interst
- Chat

parties:

- Jeremy Bass - <https://www.facebook.com/jeremy.bass2/>
- Glenda Morlan - <https://www.facebook.com/glenda.morlan.1>

type: OCR of screenshots

![[1000007822.jpg|right|ws-med]] **G. Morlan (5/19/23, 8:16 PM):** so, would you be willing to work with me on your home, I would be interested in buying it.,

J. Bass (5/20/23, 7:19 AM): I don't know who you are

You can now message and call each other and see info like Active Status and when you've read messages.

G. Morlan (5/20/23, 7:19 AM): I found your home on a foreclosure auction site, would you like to work out a deal?

G. Morlan (5/20/23, 7:19 AM): I live here in lewiston.

G. Morlan (5/20/23, 7:51 AM): I could sit down and talk to you about it.

G. Morlan (6/2/23, 12:30 PM): You realize you only have 20 days left before they auction off your house? The mortgage company will buy it..and then add on tons of expenses onto of the mortgage and then auction it off again to recap all expenses. However, right after they buy it at the first auction, they will do a Sheriff's eviction, that will only give you 30 minutes to get as much as you can out of the house. They will change the locks and issue you a restraining order to stay away from the property. Call me I will try to help you, cause at this point your between a rock and hard place. Not easy. 208 553 8303

J. Bass (6/2/23, 12:49 PM): You don't want the truths

G. Morlan (6/2/23, 12:50 PM): Try me, I have 30 years of real estate experience been there done that.

G. Morlan (6/2/23, 12:50 PM): Right now, your only chance to get out without a foreclosure (that can stay on your credit for up to 10 years) and to walk away with funds is to do a quick sell and because of time it will have to be cash.

G. Morlan (6/2/23, 12:52 PM): Right now because the bank has their law firm in charge of your mortgage it is accumulating extra fees on top of penalties and late payments. All this is out of your control and unless you have the cash to bring it all current along with the other fees, it's a done deal, and believe me they have no pity for you as a customer.

J. Bass (6/2/23, 1:14 PM): I do see that the sell was for Dec right. I am sorry but I am fighting for everyone else. I know I could have sold the house and took the easy way out. I wasn't behind on payments. I didn't do anything more than say no, you committed mass fraud, I have mounds of evidence and I will not pay you for committing a crime. I recall what Wells Fargo was caught doing that brought them to task a few years ago, think that but with home loans. The bank should not get to commit crimes and then make the victims pay them too.

G. Morlan (6/2/23, 1:14 PM): Not Dec. Your house is on auction June 22 2023 county court house

G. Morlan (6/2/23, 1:14 PM): Idea law group is in control of the foreclosure

J. Bass (6/2/23, 1:14 PM): They have been postponing it since Dec because I am in suit with them

G. Morlan (6/2/23, 1:14 PM): You can fight the fight, but right now they are going to win, and you will be homeless, under cut them first..so you can fight them. Tell me how are you going to move your stuff out with the sheriff eviction? Because at that point the law is on their side. You'll only have 30 minutes.

J. Bass (6/2/23, 1:14 PM): Why would you say they would win.

G. Morlan (6/2/23, 1:41 PM): Because your original mortgage contract at the closing spells out that once they have filed all paper work for a foreclosure you either have to pay all fees and penalties along with late payments before the week of the auction or you forfeit to the auction, believe me it's on your contract small

print and you didn't even read it. So you gave them the upper hand to foreclose just after 3 missed payments. Trust me no one reads it at closing, however you will have up to 180 days to pay the same amount that the auction brings in to cover the mortgage, auction fee, law fees, title fees, and sheriffs eviction, utilities and other that is paid for, however this is an Idaho law that I believe you signed away on your original contract with the mortgage owner.

J. Bass (6/2/23, 1:41 PM): they voided the contact when they forged my signature and create a brand new deed of trust when they bought the loan. i don't have a valid contract with them

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boa-fraud/case/plaintiff/docs/ filed-2023-03-30 at main • quantumJLBass/boa-fraud

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page-title: A call received on Meta's (Facebook's) Messenger app from a local property developer.
url/uri:
date: 2023-06-02 13:02:00
tags:

- Audio
- Trustee/Sale
- Conflicts-of-interest
- Transcribed

parties:

- Jeremy Bass
- Glenda Morlan

type: Recorded Audio
![[230602_0285.mp3]]

#Transcript

Notes:

Processed with OpenAI's Whisper AI model. Recording was delayed in the conversation starting, and cut off when the battery died.

J. Bass (00:00:00): I'm sorry, can you hear me now?

G. Morlan (00:00:00): Yeah, I can hear you.

J. Bass (00:00:00): Okay, can you, I'm sorry, I, all I heard was something Rolodex, something other.

G. Morlan (00:00:00): Okay, so all attorneys, every closing in Idaho,

J. Bass (00:00:00): UhHuh?

G. Morlan (00:00:00): Has to be,

J. Bass (00:00:00): yeah,

G. Morlan (00:00:00): the paperwork has to be run by an attorney.

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): Okay? So, other than the title work paperwork that the title page the title company has to do, all the rest of that contract is done set up by an attorney.

J. Bass (00:00:00): Okay.

G. Morlan (00:00:00): So, you're on a Rolodex, That is why attorneys can't represent you against a foreclosure because it is a conflict of their interest.

J. Bass (00:00:00): So?..

G. Morlan (00:00:00): I mean, there's lots more smarter ways to skin this cat. I don't know what financial situation you're in, because I know you've lost your job over a bunch of this crap and stuff, but um.

J. Bass (00:00:00): I didn't lose my job over any of this stuff. I got fired for having PTSD from a state job, which I was supposed to be suing them, and then my lawyer disappeared on me and then completely ghosted me after taking my retainer, even though it was a slam-dunk case against Washington State University. I was fired for having PTSD.

G. Morlan (00:00:00): Yeah. Well, listen to me, okay? Here's the deal. If you're financially in a situation where you could finance that house out with somebody else, like Freedom Mortgage or Mains Mortgages or someone like that, you know, you would be a lot better off. You could still fight them because of everything they've done to you, and stress and the whole bit. Do you see what I mean?

J. Bass (00:00:00): I'm not quite.

G. Morlan (00:00:00): It's a fear of the past.

J. Bass (00:00:00): Okay. I don't quite follow, because what you're saying is I'd have to get a new loan in order to facilitate fighting them for the fraud that they committed?

G. Morlan (00:00:00): Not a loan. Now, wait. You don't have to get a loan from the big corporation. All right? Like, there are about LewisClark credit unions here in town. You know, that was started by the school district here in town. It is owned locally. You know that, right?

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): Okay. Freedom Mortgage, that is an Idaho-owned mortgage company. That's not like everywhere you go.

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): Right? And they can do land loans. Most big corporations don't do land loans. Okay? Even so, to the smaller companies that are big corporate companies and refinance their homes. You know that, right?

J. Bass (00:00:00): I understand that that's a possibility. I don't see how they would do it, though. It's a problem.

G. Morlan (00:00:00): Do you have income coming in, Jeremy?

J. Bass (00:00:00): I'm self-employed. Do you have income coming in? I do, yeah.

G. Morlan (00:00:00): Okay. Do you have income coming in? You have over 50% equity in your home, wouldn't you say?

J. Bass (00:00:00): Yeah.

G. Morlan (00:00:00): On today's market. So all you would have to pay for would be closing costs.

J. Bass (00:00:00): I don't have closing costs now. And plus, that's still they would have to go in and run through the same paperwork. Again,

G. Morlan (00:00:00): no. No, none at all. All they would have to do. How much do you owe on your house, according to your paperwork?

J. Bass (00:00:00): According to the original paperwork, I should owe somewhere around, like, 80. I'm not entirely sure. It should be about 80 right now. What they did was they, when they tried to, they kept trying to tack on money, and we gave a loan. That's part of the problem, is that they added money to the loan. Like, in 2012, the papers that they were doing, they just tacked on another 10 grand.

G. Morlan (00:00:00): In that case, they're foreclosing on you on \$145,000, almost \$146,000.

J. Bass (00:00:00): I know.

G. Morlan (00:00:00): That's what they say in their own.

J. Bass (00:00:00): Yeah, I know. That's part of the problem, too. I mean, they tacked on, sort of like when they did that second loan, they tacked on five grand. When they tried to get me the best-buying block in the state, they tacked on another 10 there. And so they keep tacking on money without anything actually occurring for no reason, and they keep hiding these little add-ons. And the last one that they were trying to do, because they suddenly didn't need to have that one that they were trying to so hard to bribe me to back-sign. Back-sign is the backdated one. All of a sudden, it's not necessary if I just go ahead and refinance with an end of forbearance, which they sent me on the forbearance, mind you, because they didn't know what to do. They sent me on for another six months just sitting past what the federal guideline was, or not the guideline, but what the standard was. So I was supposed to be off forbearance six months prior to when they said, okay, well, we're done, we're just going to go ahead and refinance, or you need to refinance, which they tacked on more money there. And we set it to 30 years. So basically what they were doing is they were just trying to strung on people into longer loans because they earned more money off of them. But, yeah, they just kept adding money on to it. So, yeah, they can put out a number, but that number isn't even accurate. I mean, they could say whatever they wanted to as far as it goes, but when it comes down to, and that's part of the reason why I was going to court and have been going to court with them, which is why the original sale was supposed to be in December.

*G. Morlan **(00:00:00):*** Okay, do you have a receipt when Countrywide has taken over? Do you now still owe stuff?

J. Bass (00:00:00): I do, yeah. Okay, and?

J. Bass (00:00:00): It was one month after I bought the house to begin with. So it got sold one month afterwards. That's part of the reason why I should raise some flags for you. One month after I got the loan from Zion, they sold it to Countrywide. Bank of America took them over at the same time. I got a notice from Bank of America, so I got both of them, said that there's an assignment of trustee and an assignment of new trust, Bank of America, and then a year later they went and added a, they took out a new loan for me, a new deed of trust, and so that's part of the reason why it strikes. Okay, their first argument when they came at me was that, oh, well, this was just part of a transfer of a loan. Well, why was it part of a

transfer of a loan a year later? And why would you have to do a new deed of trust and a full reconveyance, and why wasn't I privy to it when it said very clearly on the full reconveyance that I should get a copy of it, which I didn't. And so none of that made sense, and why is my signature on something that I never signed? It would have been pointless to have had me sign that, just as you said, it's not necessary. That's not how it goes. And so, yes, somehow I decided, and this is where it's really ludicrous, somehow I decided a year later after I bought my house to go ahead and get a new loan on it and pay off the first loan with a loan, which is not real to begin with, but I decided willingly to take a loss on this new loan a year later for no reason at all. I'm just going to take a loss of five grand there and pay all the fees and everything that is involved with closing it, willingly, for no reason, on my own. It doesn't make no sense.

G. Morlan (00:00:00): So you didn't do it.

J. Bass (00:00:00): I didn't.

G. Morlan (00:00:00): But that's what they wanted you to.

J. Bass (00:00:00): Yeah, and so they forged my signature, and so you remember back when the crash happened, they had all those robo signatures, people just signing. Well, that's what, so there's another, there's a couple other cases that went.

page-title: The chat held on Meta's (Facebook's) Messenger app from a local property developer.

url/uri:

date: 2023-05-19 20:16:00 - 2023-06-02 16:02:00

tags:

- Audio
- Trustee/Sale
- Conflicts-of-interst
- Chat

parties:

- Jeremy Bass - <https://www.facebook.com/jeremy.bass2/>
- Glenda Morlan - <https://www.facebook.com/glenda.morlan.1>

type: OCR of screenshots

![[1000007822.jpg|right|ws-med]] **G. Morlan (5/19/23, 8:16 PM):** so, would you be willing to work with me on your home, I would be interested in buying it.,

J. Bass (5/20/23, 7:19 AM): I don't know who you are

You can now message and call each other and see info like Active Status and when you've read messages.

G. Morlan (5/20/23, 7:19 AM): I found your home on a foreclosure auction site, would you like to work out a deal?

G. Morlan (5/20/23, 7:19 AM): I live here in lewiston.

G. Morlan (5/20/23, 7:51 AM): I could sit down and talk to you about it.

G. Morlan (6/2/23, 12:30 PM): You realize you only have 20 days left before they auction off your house? The mortgage company will buy it..and then add on tons of expenses onto of the mortgage and then auction it off again to recap all expenses. However, right after they buy it at the first auction, they will do a Sheriff's eviction, that will only give you 30 minutes to get as much as you can out of the house. They will change the locks and issue you a restraining order to stay away from the property. Call me I will try to help you, cause at this point your between a rock and hard place. Not easy. 208 553 8303

J. Bass (6/2/23, 12:49 PM): You don't want the truths

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G. Morlan (6/2/23, 12:50 PM): Right now, your only chance to get out without a foreclosure (that can stay on your credit for up to 10 years) and to walk away with funds is to do a quick sell and because of time it will have to be cash.

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boa-fraud/case/plaintiff/docs/ filed-2023-03-30 at main • quantumJLBass/boa-fraud

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Glenda Morlan

Facebook

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MAY 19, 2023 AT 8:16 PM

so, would you be willing to work with me on your home, I would be interested in buying it.,

I don't know who you are

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JUN 2, 2023 AT 12:30 PM

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Audio Call
27 mins

CALL BACK

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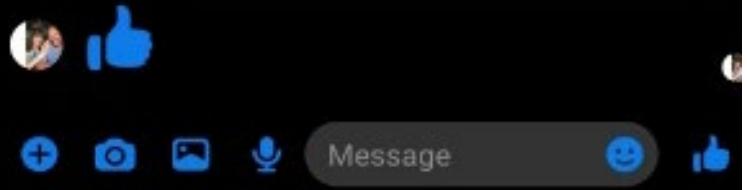
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User Name: Jeremy Bass

Date and Time: Friday, October 18, 2024 9:26:00 PM PDT

Job Number: 236429003

Document (1)

1. Download: Brief Analysis: Judicial Full Delivery Report

Client/Matter: -None-

Dashboard

Plaintiff Documents

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf

Plaintiffs' Motion for Summary Judgment.pdf

Defendant Documents

Response to MSJ.docx

AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.docx

Recommendations

Plaintiff	57
Shared	4
Defendant	34

Based on key passages we have identified from your document(s).

Similar Briefs

Plaintiff	30
Defendant	2

Based on key passages we have identified from your document(s).

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	Plaintiff	Shared	Defendant
Warning	0	0	0
Questioned	0	0	0
Caution	4	0	4
Positive	6	3	10
Neutral	5	3	9
Unverified	2	0	3
No Signal	2	0	1
Total Citations	19	6	27

Quote Check

Plaintiff	8 incorrect and 4 correct quotes identified in your document(s)
Shared	0 incorrect and 0 correct quotes identified in your document(s)
Defendant	5 incorrect and 0 correct quotes identified in your document(s)

Jeremy Bass

Jurisdiction (2)

Jurisdictions from all documents have been applied to make recommendations.

U.S. Supreme Court, Idaho

Extracted Concepts

We identified the following legal concepts in your document:

Plaintiff

lease agreement, property owner, tenant, notice to vacate, trustee, affirmative defense, land record, good faith purchaser, possessing property, bona fide, motion to dismiss, ejectment, term of the lease, former owner, verified answer, lender, nonpayment, entitled to judgment, summon, late fee, monthly rental, non judicial foreclosure, expiration, undisputed facts, lease payments, payment due, genuine issue, strike, entitled to possession, oral lease, burden

Shared

good faith, rent payment, instrument, trust deed, nez perce, moving party, purchase of property, email, judicial district, real property, judgment as a matter of law

Defendant

bona fide purchaser, public auction, in good faith, issue of material fact, acting in good faith, verbal agreement, auction process, eviction notice, part performance, genuine issue of material fact, payoff, fail to comply, obligation, taxes and insurance, foreclosure process, factual dispute, reconveyance, servicer, collusion, my property, coercion, foreclosure auction, conversation, facebook, defect, sale, demonstrate, attempt, defect of title, redirect, validity, prior knowledge, inquiry, highest bidder, foreclosure sale, render, fiduciary duty, existence, doctrine of part performance, table of authorities

Recommendations - Plaintiff

Plaintiffs' Memorandum in Support of Motion for Summary Judgment.pdf

10 passages in your document have recommendations.

Key Passage 1

Idaho Rule of Civil Procedure 56(c) states, in pertinent part:

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

Id.

Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings, depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. *Sewell v. Neilsen, Monroe, Inc.*, 109 Idaho 192, 707 P.2d 81 (Ct. App. 1985); *Ambrose v. Buhl Joint School Dist.* 412, 126 Idaho 581, 887 P.2d 1034 (1994).

Cases recommended for key passage 1 (10)

 [Clock v. Dart Club Mgmt. 2012 Ida. Dist. LEXIS 46](#)

Idaho Dist. Ct., Kootenai Cty. | 2012-05-23

Matching legal concepts:

Issue Of Material Fact | Moving Party | Deposition | Judgment As A Matter Of Law | Admission | Genuine Issue Of Material Fact | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Light Most Favorable | Summary Judgment | Nonmoving

Relevant passage: Summary judgment is appropriate "if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

A [Remlinger v. Dravo Corp. 94 Idaho 292](#)

Idaho Supreme Court | 1971-06-30

Matching legal concepts:

Judgment As A Matter Of Law | Summary Judgment Motion | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Material Fact | Deposition | Render

Outcome: An employer was entitled to summary judgment in an employee's action for breach of an employment contract because there was no valid contract between the parties where the oral agreement could not be completed in one year.

Relevant passage: On a motion for summary judgment, the judgment sought shall be rendered forthwith if the pleadings, the depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material facts and that the moving party is entitled to a judgment as a matter of law. I.R.C.P. 56(c); Jordan v. Pearce, 91 Idaho 687, 429 P.2d 419 (1967); Southern v. Southern, 92 Idaho 180, 438 P.2d 925 (1968).

A [Doe v. Idaho Dep't of Health & Welfare \(In re Doe\) 150 Idaho 491](#)

Idaho Supreme Court | 2011-02-03

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: Summary judgment was properly awarded to Idaho Department of Health and Welfare on grandparents' petition to adopt a child because they could not adopt without written consent from Department under Idaho Code Ann. §§ 16-1504(1)(f), 16-1506(2), and 16-1629(8), regardless of what facts they presented; Department had stated that it would not consent.

Relevant passage: Summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Idaho R. Civ. P. 56(c).

A [Cluff v. Bonner County 121 Idaho 184](#)

Idaho Supreme Court | 1992-01-15

Matching legal concepts:

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Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: A genuine issue of material fact existed as to whether the alleged owner's improvements to the property and his occupation was sufficiently hostile to establish title in him by adverse possession.

Relevant passage: The judgment sought under Idaho R. Civ. P. 56(c) shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

 [In re Tax Appeal of Roman Catholic Diocese 123 Idaho 425](#)

Idaho Supreme Court | 1993-02-26

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: Properties owned by a religious organization were not exempt from taxation because they were used for a combination residence and place of religious worship or education or recreation.

Relevant passage: Under Idaho R. Civ. P. 56(c), summary judgment is to be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

 [Harris v. Dep't of Health & Welfare 123 Idaho 295](#)

Idaho Supreme Court | 1992-12-31

Matching legal concepts:

Sun Valley | Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | Question Of Law | Constitutional Issue | Summary Judgment | Moving Party | Deposition | Render

Outcome: The specific harm toward members of the public must have been manifest or ostensible and highly likely to occur for the state to have been liable for a crime committed by a juvenile. Statutory limitation on the state's liability was constitutional.

Relevant passage: Rule 56(c) of the Idaho Rules of Civil Procedure states that summary judgment is to be "rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." I.R.C.P. 56(c). This Court exercises free review of a constitutional issue because it is purely a question of law. Sun Valley Co. v. City of Sun Valley, 109 Idaho 424, 428, 708 P.2d 147, 151 (1985).

 [Steele v. Nagel 89 Idaho 522](#)

Idaho Supreme Court | 1965-10-20

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

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Outcome: Summary judgment was not appropriate for a tortfeasor's employer because whether a tortfeasor had permission to drive his employer's vehicle when he collided with an injured party was a question of fact for the jury.

Relevant passage: Idaho R. Civ. P. 56(c) reads in part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

 [Tingley v. Harrison 125 Idaho 86](#)

Idaho Supreme Court | 1994-01-06

Matching legal concepts:

Judgment As A Matter Of Law | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: Summary judgment properly granted based on running of statute of limitation when lower court found relation back doctrine did not apply where there was no evidence of factual mistake in naming appellant.

Relevant passage: A motion for summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Idaho R. Civ. P. 56(c).

 [Sparks v. St. Luke's Regional Medical Ctr. 115 Idaho 505](#)

Idaho Supreme Court | 1988-12-29

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: Patient did not defeat a hospital's motion for summary judgment in a medical malpractice action because he did not produce expert testimony that the health care provider failed to meet the applicable standard of health care practice in the community.

Relevant passage: Idaho R. Civ. P. 56(c) states, in part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

 [Tetzlaff v. Brooks 130 Idaho 903](#)

Idaho Supreme Court | 1997-12-24

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Admissions On File | No Genuine Issue | Moving Party | Deposition | Render

Outcome: A grant of summary judgment for defendant on plaintiff's suit that concerned an automobile accident was affirmed where the statute of limitations was not tolled by the failure of plaintiff to employ due diligence in locating defendant.

Relevant passage: Idaho R. Civ. P. 56(c) provides that the judgment sought shall be rendered forthwith if the

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pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Treatise recommendations for key passage (5)

[701.06 Admiralty Rules of 1920, as Amended](#)

Moore's Federal Practice - Civil | Federal

Matching legal concepts:

Genuine Issue | Judgment As A Matter Of Law | Render | Issue Of Material Fact | Entitled To Judgment | Issue Of Liability | Admissions On File | Amount Of Damages | No Genuine Issue | Opposing Affidavits | Adverse Party | Summary Judgment | Moving Party | Deposition

Relevant passage: (c) Motion and Proceedings Thereon. The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party prior to the day of hearing may serve opposing affidavits. The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to the amount of damages.

[7.24 Motions for Summary Judgment, Partial Summary Judgment, or Summary Adjudication.](#)

Matthew Bender Practice Guide: CA Wages & Hours | Federal

Matching legal concepts:

Judgment As A Matter Of Law | Entitled To Summary Judgment | Issue Of Material Fact | Entitled To Judgment | Class Action | No Triable Issue | Entitled To Judgment As A Matter Of Law | Wage And Hour | Hour Class | No Genuine Issue | Papers Submitted | Applicable Standard | Moving Party | Discovery | Demonstrate

Relevant passage: As in any other case, a defendant in a wage and hour class action is entitled to complete summary judgment if it meets the applicable standard. In federal court, the defendant is entitled to summary judgment if it can demonstrate that "the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that [the defendant] is entitled to judgment as a matter of law." [Fed R Civ P 56(c).] In a California state court class action, a defendant will be entitled to summary judgment if "all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." [CCP § 437c, subd (c).]

[11.05 Discovery of Expert Opinion](#)

Federal Evidence Practice Guide | Federal

Matching legal concepts:

Issue Of Material Fact | Entitled To Judgment | No Genuine Issue | Summary Judgment | Judgment As A Matter Of Law | Entitled To Summary Judgment | Entitled To Judgment As A Matter Of Law | Federal Rule Of Civil Procedure | Civil Procedure Rule | Discovery

Relevant passage: Under Federal Rule of Civil Procedure 56, a party is entitled to summary judgment if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. If there is no genuine issue as to any material fact and counsel's client is entitled to judgment, move for summary judgment.

12.06 Summary Judgment

Medical Malpractice | National

Matching legal concepts:

Summary Judgment | Genuine Issue | No Genuine Issue | Issue Of Fact | Deposition | Judgment As A Matter Of Law | Federal Rule Of Civil Procedure | Issue Of Material Fact | Entitled To Judgment | Fundamental Rights | Answer To Interrogatory | Right To Trial | Great Disparity | Admissions On File | Tort Litigation | Cold Record | Judicial Administration | Open Court | Moving Party

Relevant passage: One of the most significant procedural developments given impetus by the Federal Rules of Civil Procedure is the summary judgment. Its significance for the defendant in tort litigation generally is obvious. The theory of summary judgment is sound, and the formal test of its appropriateness easy to phrase: summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Yet the decisions show great disparity in their approach to summary judgment, and understandably so. Certainly efficient judicial administration requires that a judgment should be entered forthwith if there are actually no genuine issues of fact for trial. The process of determining whether genuine issues exist, however, from a psychologically realistic viewpoint, may be one thing when the determination is made on the cold record of depositions, affidavits and other documents on file, and another when made on evidence in open court. To arbitrarily decide a genuine fact issue under the guise of summary judgment is, of course, a serious deprivation of the fundamental right of trial.

23 Summary judgment

Larson on Employment Discrimination | National

Matching legal concepts:

Judgment As A Matter Of Law | Render | Issue Of Material Fact | Entitled To Judgment | Render Judgment | Findings And Recommendations | Admissions On File | No Genuine Issue | Opposing Affidavits | Adverse Party | Administrative Law | Summary Judgment | Moving Party | Complain | Deposition

Relevant passage: The motion shall be served upon all parties at least 15 days before the time fixed for the hearing on the motion. The adverse party or parties may serve opposing affidavits prior to the day of hearing. The judgment sought shall be rendered forthwith if the complaint and answer, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Summary judgment rendered for or against the Government or the respondent shall constitute the findings and recommendations on the issues involved. Hearings on motions made under this section shall be scheduled by the Administrative Law Judge.

Key Passage 2

Additionally, the moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Badell v. Beeks*, 115 Idaho 101, 765 P.2d 126 (1988); *Celotex v. Catrett*, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

Idaho courts have held that in order to forestall summary judgment, a party "must do more than present a scintilla of evidence, and merely raising the 'slightest doubt' as to facts is not sufficient to create a genuine issue."

Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); *G&M Farms v. Funk Irrigation Co.*, 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion "is merely colorable" or "is not significantly probative", relying in part upon *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary

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judgment, "the [non-moving party's] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue." *Edwards v. Conchemco, Inc.*, 111 Idaho 851, 727 P.2d 1279 (Ct. App. 1986). Further, with respect to a claimed affirmative defense, it is the obligation and burden of the non-moving defendant to support a claimed affirmative defense on a motion for summary judgment. *Chandler v. Hayden*, 215 P.3d 485, 147 Idaho 765 (Idaho 2009).

Cases recommended for key passage 2 (8)

 [Parkwest Homes, LLC v. Barnson](#) 154 Idaho 678

Idaho Supreme Court | 2013-04-18

Matching legal concepts:

Entitled To Judgment | Non Moving Party | Credibility Of Witnesses | Evidentiary Weight | Sufficient To Establish | Summary Judgment | Nonmoving | Existence

Outcome: Lienor seeking to enforce a mechanic's lien against property encumbered by a deed of trust failed to name the trustee of the deed of trust within six months as required by Idaho Code § 45-510; therefore, the lien was ineffective against a subsequent buyer of the property.

Relevant passage: Id. If the record raises neither a question of witness credibility nor requires weighing the evidence, then summary judgment should be granted. *Merrill v. Duffy Reed Constr. Co.*, 82 Idaho 410, 414, 353 P.2d 657, 659 (1960). "The moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case . . ." *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

 [Idaho v. Smiley](#) 2008 Ida. Dist. LEXIS 4

Idaho Dist. Ct., Kootenai Cty. | 2008-08-28

Matching legal concepts:

Entitled To Judgment | Non Moving Party | Burden Of Proof | Conflicting Inference | Sufficient To Establish | Different Conclusion | Reasonable Mind | Summary Judgment | Nonmoving | Existence

Relevant passage: If the record contains conflicting inferences or if reasonable minds might reach different conclusions, summary judgment must be denied. Id. The moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

 [Thomas v. Medical Ctr. Physicians, P.A.](#) 138 Idaho 200

Idaho Supreme Court | 2002-12-27

Matching legal concepts:

Summary Judgment | Judgment As A Matter Of Law | Granting Summary Judgment | Discovery Document | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Bowling Lane | Non Moving Party | Court's Standard | Issue Of Fact | Standard Of Review | Material Issue | Light Most Favorable | Nonmoving | Demonstrate

Outcome: Court erred in granting summary judgment on physician's wrongful termination and retaliatory discharge in violation of public policy claim, as reporting other physician's misconduct fell under public policy

exception, which was jury question.

Relevant passage: In an appeal from an order granting summary judgment, this Court's standard of review is the same as the standard used by the district court in ruling on a motion for summary judgment. McDonald v. Paine, 119 Idaho 725, 727, 810 P.2d 259, 261 (1991); Meridian Bowling Lanes v. Meridian Athletic Ass'n, Inc., 105 Idaho 509, 512, 670 P.2d 1294, 1297 (1983). Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. I.R.C.P. 56(c); Badell v. Beeks, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

 [Dorsey v. Dorsey 172 Idaho 667](#)

Idaho Supreme Court | 2023-08-30

Matching legal concepts:

Judgment As A Matter Of Law | Granting Summary Judgment | Discovery Document | Summary Judgment Motion | Issue Of Material Fact | Entitled To Judgment | Saint Luke | Non Moving Party | Court's Standard | Issue Of Fact

Outcome: In plaintiff's action against his father for a formal accounting, dissolution, and winding up of their joint dairy operation, the district court erred by rejecting the plain language of the LLC's operating agreement when it adopted an expert's accounting method and rewrote the operating agreement in an attempt to achieve a more equitable result.

Relevant passage: In an appeal from an order granting summary judgment, this Court's standard of review is the same as the standard used by the district court in passing upon a motion for summary judgment. Kolln v. Saint Luke's Reg'l Med. Ctr., 130 Idaho 323, 327, 940 P.2d 1142, 1146 (1997). Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. See I.R.C.P. 56(c); Badell v. Beeks, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988).

 [Smith v. Coeur D'Alene N. Homeowners Ass'n 2014 Ida. Dist. LEXIS 3](#)

Idaho Dist. Ct., Kootenai Cty. | 2014-10-29

Matching legal concepts:

Judgment As A Matter Of Law | Discovery Document | Issue Of Material Fact | Entitled To Judgment | Answer To Interrogatory | Issue Of Fact | Material Issue | Summary Judgment | Moving Party | Deposition | Demonstrate | Permit

Relevant passage: "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court . . . demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." Brewer v. Washington RSA No. 8 Ltd. Partnership, 145 Idaho 735, 738 184 P.3d 860, 863 (2008) (quoting Badell v. Beeks, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing I.R.C.P. 56(c)). "The court may permit affidavits to be supplemented . . . by depositions, answers to interrogatories, or further affidavits. I.R.C.P. 56(e).

 [Lincoln Land Co., LLC v. LP Broadband, Inc. 163 Idaho 105](#)

Idaho Supreme Court | 2017-12-26

Matching legal concepts:

Non Moving Party | Nonmoving | Genuine Issue Of Material Fact | Entitled To Judgment | Home Living | Burden Of Proof | Conclusory Assertion | Sufficient To Establish | Existence

Outcome: Summary judgment was granted to an internet provider in a property owner's unjust enrichment action because, although the lease between a property owner and the lessee prevented subleasing, it was not the owner that conferred a benefit to the provider, but the lessee that conferred the benefit of utilizing the rooftop space to the provider.

Relevant passage: "The nonmoving party must submit more than just conclusory assertions that an issue of material fact exists to establish a genuine issue." *Nw. Bec—Corp v. Home Living Serv.*, 136 Idaho 835, 838, 41 P.3d 263, 266 (2002) (internal citation omitted). Accordingly, "[t]he moving party is entitled to judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial." *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing *Celotex v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)).

 [Baxter v. Craney 135 Idaho 166](#)

Idaho Supreme Court | 2000-12-15

Matching legal concepts:

Moving Party | Judgment As A Matter Of Law | Discovery Document | Issue Of Material Fact | Entitled To Judgment | Non Moving Party | Burden Of Proof | Issue Of Fact | Material Issue | Light Most Favorable | Summary Judgment | Nonmoving | River | Demonstrate

Outcome: Trial court properly granted summary judgment to respondents on appellants' claims of adverse possession of property; appellants failed to show they paid taxes on the land, and therefore failed to establish a claim of adverse possession.

Relevant passage: Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law. See I.R.C.P. 56(c); *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988). The burden of proving the absence of material facts is upon the moving party. See *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 452 P.2d 362 (1969).

 [Patrick v. Remington Ranch Owners Ass'n 2016 Ida. Dist. LEXIS 15](#)

Idaho Dist. Ct., Kootenai Cty. | 2016-09-01

Matching legal concepts:

Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Demonstrate | Discovery Document | Genuine Issue Of Material Fact | Entitled To Judgment | Burden Of Proof | Household Finance | Finance Corp | Issue Of Fact | Material Issue | Summary Judgment

Relevant passage: "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court . . . demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." *Brewer v. Washington RSA No. 8 Ltd. Partnership*, 145 Idaho 735, 738 184 P.3d 860, 863 (2008) (quoting *Badell v. Beeks*, 115 Idaho 101, 102, 765 P.2d 126, 127 (1988) (citing I.R.C.P. 56(c))). The burden of proof is on the moving party to demonstrate the absence of a genuine issue of material fact. *Rouse v. Household Finance Corp.*, 144 Idaho 68, 70, 156 P.3d 569, 571 (2007) (citing *Evans v. Griswold*, 129 Idaho 902, 905, 935 P.2d 165, 168 (1997)).

Treatise recommendations for key passage (1)

9.42 Reviewing Order Granting Summary Judgment as to Entire Case

Moore's AnswerGuide: Fed Civil Motion Practice | Federal

Matching legal concepts:

Judgment As A Matter Of Law | Granting Summary Judgment | Genuine Issue Of Material Fact | Entitled To Judgment | Reviewing Decision | Moving Party | Appeal Court

Relevant passage: In reviewing a decision granting summary judgment, the appellate court must determine whether there existed a genuine issue of material fact and whether the moving party was entitled to a judgment as a matter of law. See Fed. R. Civ. P. 56(a); see also Celotex Corp. v. Catrett, 477 U.S. 317, 323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986).

Key Passage 3

Based upon the pleadings in this case, public land records of Nez Perce County, and the statutory presumptions afforded to a trustee's deed, the following facts are undisputed.

1.) Jeremy L. Bass was the fee simple owner of the Property and pledge the property as security under a Deed of Trust which was recorded on October 30, 2009 as Instrument No. 774964 in the land records of Nez Perce County, Idaho. (Complaint, Ex. A.; Affidavit of Counsel, Ex. A.)
2.) A Notice of Default was recorded on August 17, 2022 as Instrument No. 902262 in

Cases recommended for key passage 3 (4)

A State v. Major 111 Idaho 410

Idaho Supreme Court | 1986-07-30

Matching legal concepts:

Nez Perce | Indian Reservation | Child | Delinquency Of A Minor | Receive Stolen Property | Injury To Property | Concurrent Criminal | Kidnap | Cruelty To Animals | Disturbing The Peace | Malicious Injury | Firearm In Public | Hunting Rights | Criminal Jurisdiction | Forgery | Express Exclusion | Simple Assault | Public Nuisance | Dangerous Weapon | Public Place | Governing Body | Executive Committee | Abatement | Steal | Fraud | Trespass | Vagrancy | Battery | Extortion | Consent | Procure | Offense

Outcome: Where the state lacked jurisdiction over an Indian for the offense of grand theft by possessing stolen property on a reservation and the stolen items were recovered on and off the reservation, the general verdict of conviction was properly reversed.

Relevant passage: Tribal Resolution 65-126 provides that the Nez Perce Tribal Executive Committee, the governing body of the Nez Perce Indian Reservation, gives consent to the assumption by the State of Idaho of concurrent criminal jurisdiction within the Nez Perce Indian Reservation over the following offenses: drunkenness, disturbing the peace, contributing to the delinquency of minors, procuring intoxicants for minors, simple assault, battery, kidnapping, embezzlement, fraud, forgery, receiving stolen property, extortion, indecency and obscenity, vagrancy, trespassing and malicious injuries to property, public nuisance and abatement thereof, cruelty to animals, and carrying concealed and dangerous weapons in public places the carrying of firearms in pursuit of treaty hunting rights expressly excluded.

A State v. Marek 112 Idaho 860

Idaho Supreme Court | 1987-04-17

Matching legal concepts:

Nez Perce | Indian Reservation | Consent | Child | Delinquency Of A Minor | Receive Stolen Property | Injury To Property | Concurrent Criminal | Kidnap | Cruelty To Animals | Disturbing The Peace | Malicious Injury | Firearm In Public | Duly Constituted | Hunting Rights | State Jurisdiction | Criminal Jurisdiction | Forgery | Express Exclusion | Resolution Passed | Simple Assault | Public Nuisance | Dangerous Weapon | Public Place | Governing Body | Executive Committee | Abatement | Steal | Fraud | Trespass | Vagrancy | Battery | Extortion | Procure | Offense

Outcome: A state lacked jurisdiction to try a Native American for aggravated assault pursuant to the Major Crimes Act (Act), but the state had jurisdiction to try him for felony injury to a child because it was not an offense listed in the Act.

Relevant passage: Between 1963 and 1977, there appears to have been only one Nez Perce Tribal Resolution, passed on April 13, 1965, consenting to additional state jurisdiction: NOW, THEREFORE, BE IT RESOLVED, by the Nez Perce Tribal Executive Committee, the governing body of the Nez Perce Indian Reservation, in the aforesaid counties of the State of Idaho, at a duly constituted meeting of said Committee, that consent is given to the assumption by the State of Idaho of concurrent criminal jurisdiction within the Nez Perce Indian Reservation over the following offenses: Drunkenness, Disturbing the peace, Contributing to the delinquency of minors, Procuring intoxicants for minors, Simple assault, Battery, Kidnapping, Embezzlement, Fraud, Forgery, Receiving stolen property, Extortion, Indecency and obscenity, Vagrancy, Trespassing and malicious injuries to property, Public nuisance and abatement thereof, Cruelty to animals, and carrying concealed and dangerous weapons in public places (the carrying of firearms in pursuit of treaty hunting rights expressly excluded). Tribal Resolution 65-126, quoted in State v. Major, 111 Idaho 410, 418, 725 P.2d 115, 123 (1986).

 [Crooks v. Maynard 112 Idaho 312](#)

Idaho Supreme Court | 1987-01-30

Matching legal concepts:

Office Of The Clerk | Nez Perce | Writ Of Prohibition | Extraordinary Remedy | Ex Officio | Auditor | Restrain | Interfere

Outcome: Although the hiring of deputy clerks was within the province of the clerk of the court, and the judge was not empowered to decide who shall be hired, the function of the court could be jeopardized, and thus, he could refuse to accept an assignment.

Relevant passage: (b) Should Judge Maynard be restrained from interfering with the operation of the office of the clerk of the district court and ex officio auditor and recorder of Nez Perce County, Idaho"? A Writ of Prohibition is an extraordinary remedy. Rust v. Stewart, 7 Idaho 558, 64 P. 222 (1901).

 [Tyler v. Keeney 128 Idaho 524](#)

Idaho Court of Appeals | 1996-04-25

Matching legal concepts:

Dismiss The Complaint | Nez Perce | Reasonable Person

Outcome: When plaintiff moved and failed to inform his attorney of his new address or make arrangements to have his mail forwarded, he failed to act reasonably and was not entitled to have default judgment set aside because of mistake.

Relevant passage: An affidavit from the clerk of the Nez Perce County district court reflected that copies of the

August 10, 1993, order dismissing his complaint and the judgment dated January 6, 1994, had been mailed to Tyler at his Peck address and had not been returned as undeliverable. We agree with the district court that Tyler's conduct was not the conduct of a reasonable person under like circumstances. See *Gro-Mor, Inc. v. Butts*, 109 Idaho 1020, 712 P.2d 721 (Ct. App. 1985).

Key Passage 4

In an action for ejectment, Plaintiff must only prove "(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession." *Pro Indiviso, Inc. v. Mid-Mile Holding Trust*, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998)(citation omitted).

Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless assertions of wrongful foreclosure against his prior lender and the Trustee which have no bearing on Plaintiffs' rights to the Property as a good faith purchaser. Mr. Pike, as a tenant has taken a different approach admitting that he is in possession of the Property, denying that Plaintiffs are entitled to possession and otherwise asserting that he is entitled to remain in the Property pursuant to the Protecting Tenants at Foreclosure Act of 2009 ("PTFA") which is an affirmative defense which is addressed in further detail below.

Cases recommended for key passage 4 (1)

[Ada County Highway Dist. v. Total Success Invs., LLC 145 Idaho 360](#)

Idaho Supreme Court | 2008-02-19

Matching legal concepts:

Ejectment | Possession | Holding Trust | Surrender Possession | Require Proof | Quiet Title | Ownership | Portion | Refuse

Outcome: Ada County Highway District (ACHD) acquired highway under Idaho Code § 40-202(3), which was not unconstitutional, and quiet title suit was not barred by Idaho Code § 5-202. Property owner was not entitled to jury trial on ejectment claim, which was not barred. Owner received due process of law and ACHD did not fail to join indispensable parties.

Relevant passage: Ejectment requires proof of (1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession. *Pro Indiviso, Inc. v. Mid-Mile Holding Trust*, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998). We note it was necessary to determine the quiet title portion of the suit before reaching the issue of ejectment.

Key Passage 5

With respect to the element of ownership, it is undisputed that Plaintiffs are the owners of the Property by virtue of the trustee's sale of the Property and the issuance and recording of a trustee's deed. Pursuant to Idaho Code § 45-1506(11), "The purchaser at the trustee's sale shall be entitled to possession of the property on the tenth day following the sale, and any persons remaining in possession thereafter under any interest except one prior to the deed of trust shall be deemed to be tenants at sufferance."

Cases recommended for key passage 5 (6)

[First Interstate Bank, N.A. v. Eisenbath 123 Idaho 895](#)

Idaho Court of Appeals | 1993-06-03

Matching legal concepts:

Foreclosure | Trustee | Interest In Property | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Trust Deed | Foreclosure Sale | Termination | Purchaser

Outcome: Summary judgment was properly entered in favor of a bank where its lien was extinguished, and its interest in a property was thereafter unavailable for a future foreclosure, leaving the bank with only a cause of action on the note.

Relevant passage: A foreclosure sale serves to foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. § 45-1503.

 [Ellis v. Butterfield 98 Idaho 644](#)

Idaho Supreme Court | 1977-07-13

Matching legal concepts:

Trustee | Purchaser | Trustee Sale | Trust Deed | Satisfy The Debt | Purchase Of Property | Trust To Secure | Notice Of Default | Purchaser's Default | Defaulting Purchaser | Sale Of Land | Right To Redeem | Sale Of Property | Respective Rights | No Right | Filing Date | Judicial Sale | Filing Notice | Extrajudicial | Benefit

Outcome: Purchasers under an installment land sale contract that was terminated by the vendors had no right of equitable redemption in the absence of a determination that the amounts which they paid and the vendors retained constituted a penalty.

Relevant passage: The parties to a sale of land might also have availed themselves of the statutory deed of trust to secure their respective rights. See I.C. § 45-1502 et seq. Under the Trust Deeds statute, the property is conveyed to a trustee for the benefit of the vendor and in the event of the purchaser's default the trustee can conduct an extra-judicial sale of the property and satisfy the debt. Under this procedure, the defaulting purchaser is given 115 days from the date of the filing of the notice of default within which to cure his default, I.C. § 45-1506. A trustee's sale is final, and the purchaser has no right to redeem from the person who purchased the property at the trustee's sale. Roos v. Belcher, 79 Idaho 473, 321 P.2d 210 (1958).

 [Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808](#)

Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Trust Deed | Purchaser | Sale | Receive Payment | Price Bid | Separate Parcel | Trustee Sale | Selling Property | Highest Bidder | Beneficiary | Inter Alia | Auction | Execute

Outcome: Mortgagor was entitled to deficiency judgment against mortgagees because there was no violation of the deed of trust foreclosure statute and mortgagor did not waive right to sue under the terms of the note.

Relevant passage: Idaho Code § 45-1506(8) dictates, inter alia, that the trustee shall sell the property in one parcel or in separate parcels at auction to the highest bidder. Any person, including the beneficiary under the trust deed, may bid at the trustee's sale. In addition, Idaho Code § 45-1506(9) provides that the purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser.

◆ [Fannie Mae v. Hafer 158 Idaho 694](#)

Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

▲ [Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105](#)

Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Purported Violation | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidate | Lender | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. I.C. § 45-1508 (italics added). The Lenders claim that section 45-1508, along with Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not

be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(8).

 [Frontier Fed. Sav. & Loan Ass'n v. Douglass 123 Idaho 808](#)
Idaho Supreme Court | 1993-04-23

Matching legal concepts:

Trustee | Purchaser | Receive Payment | Price Bid | Trust Deed | Sale | Execute

Outcome: A beneficiary who held a trustee's sale upon the mortgagor's default and purchased the property at that sale was not precluded from seeking the deficiency owed on the note as well as interest and attorney fees because it did not waive that right.

Relevant passage: Idaho Code § 45-1506(9) provides that the purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser.

Key Passage 6

The effect of a trustee's sale is set forth in Idaho Code § 45-1508, which states:

A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale.

Cases recommended for key passage 6 (8)

 [Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105](#)
Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Giving Notice | Trust Deed | Foreclosure Sale | Actual Knowledge | In Good Faith | Personal Service | Termination | Defect | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: Idaho Code Ann. § 45-1508 establishes when foreclosure sales become final despite defects in notice proceedings. That statute states that a sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code Ann. § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with § 45-1506 shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of § 45-1506 shall not affect the validity of a sale in

favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof.

 [**Fannie Mae v. Hafer 158 Idaho 694**](#)

Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

 [**First Interstate Bank, N.A. v. Eisenbarth 123 Idaho 895**](#)

Idaho Court of Appeals | 1993-06-03

Matching legal concepts:

Foreclosure | Trustee | Interest In Property | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Trust Deed | Foreclosure Sale | Termination | Purchaser

Outcome: Summary judgment was properly entered in favor of a bank where its lien was extinguished, and its interest in a property was thereafter unavailable for a future foreclosure, leaving the bank with only a cause of action on the note.

Relevant passage: A foreclosure sale serves to foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under Idaho Code § 45-1506 and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. § 45-1503.

 [**Security Pac. Fin. Corp. v. Bishop 109 Idaho 25**](#)

Idaho Court of Appeals | 1985-07-31

Matching legal concepts:

Date Of Sale | Day Prior | Publication | Newspaper Of General Circulation | Recording Of A Notice | Notice Of Default | Notice Of Sale | Successor In Interest | Service Of Notice | Redeeming Property | Last Publication | Subordinate Lien | Obligation Secured | Successive Week | Public Notice | Trust Deed | Personal Service | In Default | Encumbrance | Occupant

Outcome: A finance company's foreclosure sale on a trust deed after a mortgagee's loan default was invalid because the company failed to strictly comply with statutory notice requirements; however, the mortgagee's counterclaim for usury was properly denied.

Relevant passage: Idaho Code § 45-1506 provides for personal service of the notice upon occupants of the property and for posting thereof upon the property if it is unoccupied; also, that the notice shall be published in a newspaper of general circulation in each of the counties in which the property is situated, once a week, for four successive weeks, the last publication to be 30 days prior to the date of sale; and affidavits of mailing, of posting, and of publication of notice of sale, are required to be recorded at least 20 days prior to the date of sale. Idaho Code § 45-1506(12) provides that the grantor, or any successor in interest, or any person having a subordinate lien or encumbrance of record, at any time within 115 days of the recording of the notice of default, may pay the obligation secured by the trust deed, or such part thereof as is in default, and thus redeem the property or cure the default, as the case may be.

 [PHH Mortg. Servs. Corp. v. Perreira 146 Idaho 631](#)

Idaho Supreme Court | 2009-01-30

Matching legal concepts:

Sale | Validity Of Sale | Good Faith | Fail To Comply | Provisions Of Section | In Good Faith | Purchaser

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-605. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 in providing notice.

Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

 [Ellis v. Butterfield 98 Idaho 644](#)

Idaho Supreme Court | 1977-07-13

Matching legal concepts:

Trustee | Purchaser | Trustee Sale | Trust Deed | Satisfy The Debt | Purchase Of Property | Trust To Secure | Notice Of Default | Purchaser's Default | Defaulting Purchaser | Sale Of Land | Right To Redeem | Sale Of Property | Respective Rights | No Right | Filing Date | Judicial Sale | Filing Notice | Extrajudicial | Benefit

Outcome: Purchasers under an installment land sale contract that was terminated by the vendors had no right of equitable redemption in the absence of a determination that the amounts which they paid and the vendors retained constituted a penalty.

Relevant passage: The parties to a sale of land might also have availed themselves of the statutory deed of trust to secure their respective rights. See I.C. § 45-1502 et seq. Under the Trust Deeds statute, the property is conveyed to a trustee for the benefit of the vendor and in the event of the purchaser's default the trustee can conduct an extra-judicial sale of the property and satisfy the debt. Under this procedure, the defaulting purchaser

is given 115 days from the date of the filing of the notice of default within which to cure his default, I.C. § 45-1506. A trustee's sale is final, and the purchaser has no right to redeem from the person who purchased the property at the trustee's sale. *Roos v. Belcher*, 79 Idaho 473, 321 P.2d 210 (1958).

 [Black Diamond Alliance, LLC v. Kimball 148 Idaho 798](#)

Idaho Supreme Court | 2010-03-25

Matching legal concepts:

Subsequent Date | Time And Place | Trustee | Notice Of Sale | Cancellation | Original Sale | Initial Sale | Designated Place | Trustee Sale | Trust Deed | Beneficiary | Showup | Waive

Outcome: In an ejectment action, the buyer of foreclosed real estate was entitled to receive attorney fees under Idaho App. R. 11.2 because the appeal was frivolous in that the mortgagor's counsel framed the issue as questioning what notice was required for a postponed sale, and the law on that issue was clearly stated in Idaho Code Ann. § 45-1506(8).

Relevant passage: Idaho Code Ann. § 45-1506(8) provides that a trustee sale must be held at the time and place designated in the notice of sale (or notice of rescheduled sale where the original sale was barred by a stay as provided in Idaho Code Ann. § 45-1506A) but that the trustee may postpone the sale upon request of the beneficiary by publicly announcing at the time and place originally fixed for the sale the postponement to a subsequent date and hour. If a deed of trust obligor wanted to protect his or her interests, he or she would attend the initial sale and be present to hear of any postponement and act accordingly to protect those interests at the later date. On the other hand, if the obligor did not show up at the initially scheduled sale, one might assume that he or she essentially waived any notice of a postponed sale. The statute does not eliminate the need for a new notice in the event that a sale is canceled, rather than merely being postponed to a subsequent date in accordance with the requirements of Idaho Code Ann. § 45-1506(8).

 [Fannie Mae v. Ormesher 2014 Ida. Dist. LEXIS 31](#)

Idaho Dist. Ct., Kootenai Cty. | 2014-05-20

Matching legal concepts:

Genuine Issue Of Material Fact | Notice Of Sale | Trustee | Good Faith | Designated Place | Fannie Mae | Trustee Sale | Property Dispute | Time And Place | Fully Paid | Payment | In Good Faith | Purchaser

Relevant passage: Even if the pleadings were factually accurate, a genuine issue of material fact exists about whether the trustee's sale of the disputed property was conducted pursuant to I.C. § 45-1506, and whether Fannie Mae is a purchaser in good faith. Among other things, I.C. § 45-1506 requires that "[t]he sale [] be held on the date and at the time and place designated in the notice of sale . . ." I.C. § 45-1506(8). "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." *Spencer v. Jameson*, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009).

Key Passage 7

See I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the "provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506," i.e... the manner of foreclosure including notice of the sale. See *Breckenridge Property Fund 2016, LLC v. Wally Enterprises, Inc.*, 170 Idaho 649 (Idaho 2022).

Similarly, Idaho Code § 45-1510 provides that the recitals and affidavits in a Trustee's Deed are "**conclusive in favor of a purchaser in good faith for value** or any successor in interests thereof." (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee's sales noting that the Idaho Trust Deeds Act is "a comprehensive regulatory scheme for non-judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory

violation." *Spencer v. Jameson*, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that "the legislature did not intend for a sale to be set aside."

Cases recommended for key passage 7 (8)

A [Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105](#)

Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Purported Violation | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidate | Lender | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. I.C. § 45-1508 (italics added). The Lenders claim that section 45-1508, along with *Spencer v. Jameson*, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(8).

+ [Fannie Mae v. Hafer 158 Idaho 694](#)

Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Trust Deed | Validity Of Sale | Trust Deeds Act | Failure | Fail To Comply | Foreclosure | Purchaser | Failure To Give Notice | Notice Of Sale | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Legislature Did Not Intend | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Fully Paid | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | Payment | In Good Faith | Personal Service | Real Property | Termination | Default | Publication | Respondent

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: Respondents cite *Spencer v. Jameson*, 147 Idaho 497, 211 P.3d 106 (2009), for the proposition that "under the Idaho Trust Deeds Act, the legislature did not intend for a sale to be set aside once a

trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale." The section of Idaho's Trust Deeds Act addressed to finality, and the section discussed in Spencer, is Idaho Code section 45-1508, which provides that [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final.

[PHH Mortg. Servs. Corp. v. Perreira 146 Idaho 631](#)

Idaho Supreme Court | 2009-01-30

Matching legal concepts:

[Sale](#) | [Validity Of Sale](#) | [Good Faith](#) | [Fail To Comply](#) | [Provisions Of Section](#) | [In Good Faith](#) | [Purchaser](#)

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-605. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 in providing notice.

Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

[440 v. Riverbank 2014 Ida. Dist. LEXIS 37](#)

Idaho Dist. Ct., Kootenai Cty. | 2014-10-16

Matching legal concepts:

[Good Faith](#) | [Bona Fide Purchaser](#) | [Notice Provision](#) | [Home Loan](#) | [In Good Faith](#) | [Nonjudicial Foreclosure Sale](#) | [Validity Of Sale](#) | [Statutory Notice Provision](#) | [Man Of Ordinary Prudence](#) | [Good Faith Purchaser](#) | [Successor In Interest](#) | [Federal Land Bank](#) | [Purchaser For Value](#) | [Inquiry Notice](#) | [Reasonable Investigation](#) | [Fail To Comply](#) | [Mortgage Corporation](#) | [Further Inquiry](#) | [Provisions Of Section](#) | [Actual Knowledge](#) | [Real Property](#) | [Defect](#) | [Disclose](#)

Relevant passage: However, "any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." I.C. § 45-1508; see also Fed. Home Loan Mortg. Corp., 143 Idaho 42, 47, 137 P.3d 429, 434 (applying the bona fide purchaser provisions of Idaho Code § 45-1508 to the notice provisions in Idaho Code §§ 45-1506A and 45-1506B). "[S]tatus as a bona fide purchaser or a purchaser in good faith, at least in the context of a nonjudicial foreclosure sale, is generally not available where a purchaser is on inquiry notice of a potential defect of statutory notice provisions." Id. "[W]hatever is notice enough to excite the attention of a man of ordinary prudence and prompt him to further inquiry, amounts to notice of all such facts as a reasonable investigation would disclose." Farrell v. Brown, 111 Idaho 1027, 1033, 729 P.2d 1090, 1096 (Ct. App. 1986) (quoting Hill v. Federal Land Bank, 59 Idaho 136, 141, 80 P.2d 789, 791 (1938) (regarding duty of real property mortgagee)). Moreover, "[i]f the purchaser [knows] the § 45-1506A requirements were not complied with, it had actual knowledge that such requirements were not met and it cannot claim to be a good faith purchaser for value." Fed. Home Loan Mortgage Corp., 143 Idaho 42, 47, 137 P.3d 429, 434.

 [Fannie Mae v. Ormesher 2014 Ida. Dist. LEXIS 31](#)

Idaho Dist. Ct., Kootenai Cty. | 2014-05-20

Matching legal concepts:

Genuine Issue Of Material Fact | Notice Of Sale | Trustee | Good Faith | Designated Place | Fannie Mae | Trustee Sale | Property Dispute | Time And Place | Fully Paid | Payment | In Good Faith | Purchaser

Relevant passage: Even if the pleadings were factually accurate, a genuine issue of material fact exists about whether the trustee's sale of the disputed property was conducted pursuant to I.C. § 45-1506, and whether Fannie Mae is a purchaser in good faith. Among other things, I.C. § 45-1506 requires that "[t]he sale [] be held on the date and at the time and place designated in the notice of sale . . ." I.C. § 45-1506(8). "[T]he sale is final once the trustee accepts the bid as payment in full unless there are issues surrounding notice of the sale." Spencer v. Jameson, 147 Idaho 497, 504, 211 P.3d 106, 113 (2009).

 [Fed. Home Loan Mortg. Corp. v. Appel 143 Idaho 42](#)

Idaho Supreme Court | 2006-05-25

Matching legal concepts:

Trustee | Recital In A Deed | Good Faith | Trust Deed | In Good Faith | Purchaser

Outcome: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the sale was void because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506A. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the borrower had no notice of an earlier rescheduled sale date.

Relevant passage: Idaho Code Ann. § 45-1510 provides that, when the trustee's deed is recorded properly, the recitals in the deed and the affidavits required in Idaho Code Ann. § 45-1506(7) are conclusive in favor of a purchaser in good faith for value.

 [Trotter v. Bank of N.Y. Mellon 152 Idaho 842](#)

Idaho Supreme Court | 2012-03-23

Matching legal concepts:

Trust Deed | Foreclosure | Advertising | Sale | Trust Act | Conformity | Execute

Outcome: Bank, as trustee, was not required to prove it had standing before foreclosing on a deed of trust, Idaho Code Ann. § 45-1505, and the homeowner's claims were properly dismissed. Because the homeowner did not present argument to support his claim that the nominee had no authority to assign the deed of trust, he waived the issue.

Relevant passage: The Idaho Deed of Trust Act (Act), Idaho Code Ann. §§ 45-1502 through -1515, states that a deed of trust executed in conformity with this act may be foreclosed by advertisement and sale in accord with the procedures it describes, Idaho Code Ann. § 45-1503(1). Those procedures are set forth in Idaho Code Ann. § 45-1505, which states that the trustee may foreclose a trust deed by advertisement and sale if four requirements are met.

 [Roos v. Belcher 79 Idaho 473](#)

Idaho Supreme Court | 1958-01-29

Matching legal concepts:

Sale Of Real Property | Statutory Right Of Redemption | Judicial Foreclosure | Mortgage Foreclosure | Execution Sale | Redemption Right | Applicable Provision | Trust Deed | Advertising

Outcome: The order that quieted title to the property in favor of the beneficiaries was proper because under the terms of the trust deed the trustee had the power to sell the property without judicial proceedings or the principals' right of redemption.

Relevant passage: The statutory right of redemption, following an execution sale of real property, given by Idaho Code §§ 11-310, 11-401, 11-402, and following judicial foreclosure of a mortgage, given by Idaho Code § 6-101, is expressly denied to the grantor in a trust deed by 1957 Idaho Sess. Laws 181, § 8, where the sale is made by the trustee by notice and sale, or advertisement and sale, pursuant to the power contained in the deed and the applicable provisions of said Chapter 181.

Plaintiffs' Motion for Summary Judgment.pdf

1 passages in your document have recommendations.

Recommendations - Shared

Recommendations - Defendant

Response to MSJ.docx

5 passages in your document have recommendations.

Key Passage 1

The Plaintiffs' Motion hinges on the assertion that they enjoy the protection afforded to them as bona fide purchasers in good faith for value as mandated under **Idaho Code § 45-1508**, "Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." There is no question that a "purchaser in good faith for value" should be favored and Defendant Bass doesn't dispute this or claim that there was any issue under any failure to comply with the provisions of **Idaho Code § 45-1506**. The dispositive issue is not if there was any failure to comply with the provisions of **Idaho Code § 45-1506**, it's whether or not the plaintiffs were bona fide purchasers acting in good faith.

Cases recommended for key passage 1 (6)

◆ [PHH Mortg. Servs. Corp. v. Perreira 146 Idaho 631](#)

Idaho Supreme Court | 2009-01-30

Matching legal concepts:

Sale | Validity Of Sale | Good Faith | Fail To Comply | Provisions Of Section | In Good Faith | Purchaser

Outcome: District court did not err in refusing to consider new evidence owners presented in support of motion for reconsideration. Mortgage company did not have property title, Idaho Code Ann. § 55-605. Judicial estoppel was not bar to company's claim for possession of property. Company failed to comply with Idaho Code Ann. § 45-1506 in providing notice.

Relevant passage: Idaho Code Ann. § 45-1508 provides, any failure to comply with the provisions of section 45-1506, Idaho Code (regarding notice), shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale.

 [440 v. Riverbank 2014 Ida. Dist. LEXIS 37](#)

Idaho Dist. Ct., Kootenai Cty. | 2014-10-16

Matching legal concepts:

Good Faith | Bona Fide Purchaser | Notice Provision | Home Loan | In Good Faith | Nonjudicial Foreclosure Sale | Validity Of Sale | Statutory Notice Provision | Man Of Ordinary Prudence | Good Faith Purchaser | Successor In Interest | Federal Land Bank | Purchaser For Value | Inquiry Notice | Reasonable Investigation | Fail To Comply | Mortgage Corporation | Further Inquiry | Provisions Of Section | Actual Knowledge | Real Property | Defect | Disclose

Relevant passage: However, "any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." I.C. § 45-1508; see also Fed. Home Loan Mortg. Corp., 143 Idaho 42, 47, 137 P.3d 429, 434 (applying the bona fide purchaser provisions of Idaho Code § 45-1508 to the notice provisions in Idaho Code §§ 45-1506A and 45-1506B). "[S]tatus as a bona fide purchaser or a purchaser in good faith, at least in the context of a nonjudicial foreclosure sale, is generally not available where a purchaser is on inquiry notice of a potential defect of statutory notice provisions." Id. "[W]hatever is notice enough to excite the attention of a man of ordinary prudence and prompt him to further inquiry, amounts to notice of all such facts as a reasonable investigation would disclose." Farrell v. Brown, 111 Idaho 1027, 1033, 729 P.2d 1090, 1096 (Ct. App. 1986) (quoting Hill v. Federal Land Bank, 59 Idaho 136, 141, 80 P.2d 789, 791 (1938) (regarding duty of real property mortgagee)). Moreover, "[i]f the purchaser [knows] the § 45-1506A requirements were not complied with, it had actual knowledge that such requirements were not met and it cannot claim to be a good faith purchaser for value." Fed. Home Loan Mortgage Corp., 143 Idaho 42, 47, 137 P.3d 429, 434.

 [Gordon v. United States Bank Nat'l Ass'n 166 Idaho 105](#)

Idaho Supreme Court | 2019-12-18

Matching legal concepts:

Validity Of Sale | Foreclosure | Trustee | Failure | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Purported Violation | Persons Claiming | No Right | Property Covered | Trustee Sale | Fail To Comply | Alleged Error | Giving Notice | Trust Deed | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Termination | Invalidate | Lender | Publication

Outcome: An injunction was properly denied where the district court's summary judgment analysis implicitly addressed the borrower's preliminary injunction arguments, an alleged postponement error was not a sufficient basis to delay the foreclosure sale, and the lenders' failure to record a power of attorney did not invalidate the foreclosure.

Relevant passage: FINALITY OF SALE. A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any

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successor in interest thereof. I.C. § 45-1508 (italics added). The Lenders claim that section 45-1508, along with Spencer v. Jameson, 147 Idaho 497, 211 P.3d 106 (2009), dictate that the completed foreclosure sale should not be invalidated or reversed—despite any alleged error in postponement or purported violation of section 45-1506(8).

❖ [**Fannie Mae v. Hafer 158 Idaho 694**](#)

Idaho Supreme Court | 2015-06-22

Matching legal concepts:

Validity Of Sale | Failure | Fail To Comply | Foreclosure | Trustee | Trust Deed | Purchaser | Failure To Give Notice | Interest In Property | Successor In Interest | Good Faith | Redeeming Property | Right To Redeem | Persons Claiming | No Right | Property Covered | Trustee Sale | Giving Notice | Foreclosure Sale | Provisions Of Section | Actual Knowledge | In Good Faith | Personal Service | Real Property | Termination | Default | Publication

Outcome: Dismissing a borrower's improper foreclosure, breach of contract, and related claims was error where a loan servicer clearly communicated an offer to modify the loan, the borrower had accepted the offer by making trial period plan payments and submitting all required documents, and the servicer could not unilaterally refuse permanent modification.

Relevant passage: [a] sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the trust deed of all persons to whom notice is given under section 45-1506, Idaho Code, and of any other person claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any of such persons by mailing, personal service, posting or publication in accordance with section 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any such persons having actual knowledge of the sale. Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof. In Taylor, this Court determined the foreclosure sale "was void for failure to comply with Idaho Code § 45-1505(2), which requires that there be a default in order to sell the real property secured by a deed of trust" and that Idaho Code section 45-1508 did not suggest that the sale was nevertheless final. Id. at 142, 59 P.3d at 313.

▲ [**Taylor v. Just 138 Idaho 137**](#)

Idaho Supreme Court | 2002-11-22

Matching legal concepts:

Fail To Comply | Sale

Outcome: Sale to the bidder by the trustee was void because prior to the sale the grantor and beneficiary had entered into an agreement resolving the default. The sale was void and the trustee could not be required to execute and deliver a trust deed.

Relevant passage: By its terms Idaho Code § 45-1506 only applies to sales challenged because of a failure to comply with the provisions of Idaho Code § 45-1508 (1997).

● [**Lind v. Perkins 107 Idaho 901**](#)

Idaho Court of Appeals | 1984-12-31

Matching legal concepts:

Bona Fide Purchaser | Real Property Transfer | Good Faith | Purchaser For Value | Conclusive Effect | Similar Protection | Valuable Consideration | In Good Faith

Outcome: Summary judgment was properly granted to transferees in sellers' action to nullify buyers' conveyance of house to transferees. The sellers failed to prove that transferees knew of fraudulent scheme when the buyers failed to make payments on the note.

Relevant passage: Idaho Code § 55-606 gives "conclusive" effect to any transfer of real property to a transferee who takes "in good faith, and for a valuable consideration." Similar protection is afforded to the bona fide purchaser for value under Idaho Code §§ 55-812 and 55-909.

Key Passage 2

Idaho Rule of Civil Procedure 56(c) states:

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

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

Cases recommended for key passage 2 (10)

 [**Siegel Mobile Home Group v. Bowen** 114 Idaho 531](#)

Idaho Court of Appeals | 1988-07-08

Matching legal concepts:

Judgment As A Matter Of Law | Issue Of Material Fact | Entitled To Judgment | Summary Judgment | Moving Party | Genuine Issue | Entitled To Judgment As A Matter Of Law | Union Pacific Railroad Company | Genuine Issue Of Material Fact | Party Opposing The Motion | No Genuine Issue | Conflicting Inference | Favorable Inference | Different Conclusion | Liberally Construed | Reasonable Mind | Benefit | Mining | Deposition | Admission

Outcome: Debtor's unacknowledged unrecorded deed to his former wife in settlement of a marital property claim had priority over a creditor's subsequent recorded judgment, and the evidence left no genuine issue of material fact of the transfer being bona fide.

Relevant passage: Summary judgment should be granted when the pleadings, depositions, and admissions, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. The facts are to be liberally construed in favor of the party opposing the motion, who is also to be given the benefit of all favorable inferences which might be reasonably drawn from the evidence. **Huyck v. Hecla Mining Co.**, 101 Idaho 299, 612 P.2d 142 (1980); **Dustin v. Union Pacific Railroad Company**, 109 Idaho 361, 707 P.2d 472 (Ct.App.1985). If a record contains conflicting inferences or if reasonable minds might reach different conclusions, summary judgment must be denied. **Reis v. Cox**, 104 Idaho 434, 660 P.2d 46 (1983); **Sewell v. Neilsen, Monroe, Inc.**, 109 Idaho 192, 706 P.2d 81 (Ct.App.1985). On appeal, the scope of our review is limited to determining whether there exists genuine issues of material fact and whether the moving party is entitled to judgment as a matter of law. **Grow-Mor, Inc. v. Butts**, 109 Idaho 1020, 712 P.2d 721 (Ct.App.1985).

 [**Pure Health Solutions v. Boyd** 2009 Ida. Dist. LEXIS 57](#)

Idaho Dist. Ct., Bonner Cty. | 2009-07-13

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Summary Judgment | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 requires summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

 [Wells Fargo Bank, N.A. v. Giannini 2009 Ida. Dist. LEXIS 36](#)

Idaho Dist. Ct., Kootenai Cty. | 2009-11-09

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Summary Judgment | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 states summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

 [Groth v. Nationwide Assur. Co. 2009 Ida. Dist. LEXIS 61](#)

Idaho Dist. Ct., Kootenai Cty. | 2009-02-09

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 sets forth that in considering a motion for summary judgment, summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

 [Frantz v. Witherspoon 2009 Ida. Dist. LEXIS 33](#)

Idaho Dist. Ct., Kootenai Cty. | 2009-06-08

Matching legal concepts:

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Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Idaho Rule of Civil Procedure 56 sets forth that, in considering a motion for summary judgment, summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81,83 (Ct. App. 1985).

 [Estate of Benjamin Holland v. Metro. Prop. & Cas. Ins. Co. 2010 Ida. Dist. LEXIS 68](#)
Idaho Dist. Ct., Kootenai Cty. | 2010-07-20

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Civil Procedure Rule | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: Under Idaho Rule of Civil Procedure 56, in considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

 [Malcolm v. Borden Ladner Gervais, LLP 2010 Ida. Dist. LEXIS 21](#)
Idaho Dist. Ct., Kootenai Cty. | 2010-11-10

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: In considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct. App. 1985).

 [Gurstein v. Kootenai County 2010 Ida. Dist. LEXIS 71](#)
Idaho Dist. Ct., Kootenai Cty. | 2010-10-13

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment As A Matter Of Law | Summary Judgment Motion | Non Moving Party | No Genuine Issue | Light Most Favorable | Nonmoving | Deposition | Admission

Relevant passage: In considering a motion for summary judgment, the Court is mindful that summary judgment may properly be granted only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(c). In determining whether any issue of material fact exists, this court must construe all facts and inferences contained in the pleadings, depositions, and admissions, together with the affidavits, if any, in the light most favorable to the non-moving party. I.R.C.P. 56(c); Sewell v. Neilson, Monroe Inc., 109 Idaho 192, 194, 706 P.2d 81, 83 (Ct.App.1985).

I [Campbell v. Kvamme 155 Idaho 692](#)

Idaho Supreme Court | 2013-12-31

Matching legal concepts:

Dispute Of Fact | Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | No Dispute | Disputed Issue | Liberally Construed | Nonmoving | Deposition

Outcome: In a boundary dispute, a district court's entry of summary judgment in favor of neighbors B and denial of neighbors A's motion for reconsideration were affirmed since neighbors A only challenged one of the reasons for the denial of their motion for reconsideration.

Relevant passage: Under Rule 56(c) of the Idaho Rules of Civil Procedure, summary judgment is proper if "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." If the evidence reveals no disputed issues of material fact, then summary judgment should be granted. Smith v. Meridian Joint Sch. Dist. No. 2, 128 Idaho 714, 718-19, 918 P.2d 583, 587-88 (1996). In making this determination, "all disputed facts are liberally construed in favor of the non-moving party." McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991).

I [Minnick v. Hawley Troxell Ennis & Hawley, LLP 157 Idaho 863](#)

Idaho Supreme Court | 2015-01-09

Matching legal concepts:

Dispute Of Fact | Issue Of Material Fact | Summary Judgment | Moving Party | Judgment As A Matter Of Law | Entitled To Judgment | Non Moving Party | Admissions On File | No Genuine Issue | Rules Of Civil Procedure | No Dispute | Disputed Issue | Liberally Construed | Nonmoving | Deposition

Outcome: The district court erred in finding on summary judgment that plaintiffs' legal malpractice claim against defendant law firm was time-barred under Idaho Code Ann. § 5-219(4), where the instant action was filed in June 2012, less than two years after subordination was raised in June 2011.

Relevant passage: Under Rule 56(c) of the Idaho Rules of Civil Procedure, summary judgment is proper if "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." If the evidence reveals no disputed issues of material fact, then summary judgment should be granted. Smith v. Meridian Joint Sch. Dist. No. 2, 128 Idaho 714, 718-19, 918 P.2d 583, 587-88 (1996). In making this determination, "all disputed facts are liberally construed in favor of the non-moving party." McCoy v. Lyons, 120 Idaho 765, 769, 820 P.2d 360, 364 (1991).

Key Passage 3

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In the case of Fannie Mae v. Ormesher, **2014 Ida. Dist. LEXIS 31**, the court ruled that summary judgment is not appropriate where material issues of fact exist, particularly regarding the validity of a trustee's sale. The court emphasized that even if statutory presumptions exist in favor of a trustee's sale, the presumption can be rebutted when genuine issues of material fact concerning the foreclosure process are present. When determining whether a foreclosure sale was properly conducted under **Idaho Code § 45-1506**, the court must scrutinize whether all statutory requirements were met, and if not, whether the purchaser is a bona fide purchaser.

Cases recommended for key passage 3 (1)

[Spencer v. Jameson 147 Idaho 497](#)

Idaho Supreme Court | 2009-06-16

Matching legal concepts:

Trustee | Trust Deed | Credit Bid | Foreclosure | Purchaser | Execute | Receive Payment | Statutory Requirements | Price Bid | Cash Sale | Trustee Sale | Home Mortgage | Mortgage Corporation | Foreclosure Sale | Real Property | Lender

Outcome: Mobile home that was affixed to the land at the time of a non-judicial foreclosure sale, it was real property under Idaho Code Ann. § 55-101 and was properly transferred to the trustee under Idaho Code Ann. §§ 45-1502(3) and 45-1503. The trial court erred in failing to distribute excess sales proceeds in accordance with Idaho Code Ann. § 45-1507.

Relevant passage: A trust deed must be foreclosed in the manner set forth in I.C. § 45-1506, which requires in part that "[t]he purchaser at the sale shall forthwith pay the price bid and upon receipt of payment the trustee shall execute and deliver the trustee's deed to such purchaser . . ." I.C. § 45-1506(9). In this case, Davidson Trust submitted a credit bid of \$ 86,507.45 for DOT No. 2 and the trustee subsequently executed a Trustee's Deed to Davidson Trust for the sale. This Court recently determined that a credit bid in a foreclosure sale made by the lender holding the note is the equivalent of a cash sale and, therefore, satisfies the statutory requirements for purchasing real property at a trustee's sale under I.C. § 45-1506(9). *Federal Home Mortgage Corp. v. Appel*, 143 Idaho 42, 45, 137 P.3d 429, 432 (2006).

Key Passage 4

Therefore, summary judgment should not be granted in this case because there are several material facts in dispute, particularly concerning whether the auction process was conducted properly, whether Plaintiffs acted in good faith, and whether Plaintiffs qualify as bona fide purchasers with protection under **Idaho Code § 45-1508**. These factual disputes warrant a trial to resolve them.

Moreover, the non-moving party is not required to prove its case at this stage but must show that there is sufficient evidence to raise a genuine issue of material fact. **Petricevich v. Salmon River Canal Co.**, **92 Idaho 865**, 452 P.2d 362 (1969). Here, the evidence provided by Defendant Bass, including documented irregularities in the auction process, the trustee's failure to comply with statutory duties, and the Plaintiffs' pre-auction conduct, more than suffices to raise such issues. Consequently, summary judgment is inappropriate.

Cases recommended for key passage 4 (7)

[Am. Bank v. Brn Dev. 2011 Ida. Dist. LEXIS 25](#)

Idaho Dist. Ct., Kootenai Cty. | 2011-02-01

Matching legal concepts:

Burden Of Proof | Moving Party | Material Fact | River

Relevant passage: Bonz, 119 Idaho at 541, 808 P.2d at 878. The burden of proving the absence of material facts is upon the moving party. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868, 452 P.2d 362, 365 (1969).

 [Eliopoulos v. Knox 123 Idaho 400](#)

Idaho Court of Appeals | 1992-11-04

Matching legal concepts:

Treasure Valley | Burden Of Proof | Moving Party | Material Fact | River

Outcome: Directors were not liable to borrowers for contradicting bank employees' promise because directors were not parties to a wrongful act, borrowers lacked standing under Idaho Bank Act, and economic damages were not recoverable in negligence.

Relevant passage: Treasure Valley Bank v. Butcher, 117 Idaho 974, 793 P.2d 206 (1990). The burden of proving the absence of material facts is upon the moving party. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969).

 [Wright v. Ada County 2015 Ida. Dist. LEXIS 21](#)

Idaho Dist. Ct., Ada Cty. | 2015-01-05

Matching legal concepts:

Genuine Issue Of Material Fact | Moving Party | Circumstantial Evidence | River

Relevant passage: Circumstantial evidence can create a genuine issue of material fact. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 361 (1969). All doubts must be resolved against the moving party. Ashby v. Hubbard, 100 Idaho 67, 593 P.2d 402 (1979).

 [Snake River Equip. Co. v. Christensen 107 Idaho 541](#)

Idaho Court of Appeals | 1984-11-08

Matching legal concepts:

Genuine Issue Of Material Fact | Summary Judgment Motion | Canal Company | Interrogatory | Deposition | River

Outcome: Summary judgment for a creditor was upheld in a collection action because the creditor did not waive its right to rely on collateral when it proceeded by execution and levy to enforce a judgment on note against the debtors.

Relevant passage: A trial court is not bound by the pleadings when determining whether a genuine issue of material fact exists. When a motion for summary judgment has been made, all affidavits, depositions and interrogatories are to be considered in conjunction with the pleadings. I.R.C.P. 56(c); Petricevich v. Salmon River Canal Company, 92 Idaho 865, 452 P.2d 362 (1969).

 [McCoy v. Lyons 120 Idaho 765](#)

Idaho Supreme Court | 1991-10-25

Matching legal concepts:

Material Fact | River | Burden | Genuine Issue Of Material Fact | Burden Of Proof | Moving Party | Circumstantial Evidence | Irrigation | Farm

Outcome: Fraud and other claims were improperly denied on summary judgment because there were factual issues as to whether attorney represented both the heirs and the land purchaser and whether he concealed the land's appraised value in completing the sale.

Relevant passage: The burden of proving the absence of a material fact rests at all times upon the moving party. G & M Farms v. Funk Irrigation Co., 119 Idaho 514, 808 P.2d 851 (1991); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868-69, 452 P.2d 362, 365-66 (1969); Christiansen v. Rumsey, 91 Idaho 684, 429 P.2d 416 (1967). This burden is onerous because even "[c]ircumstantial evidence can create a genuine issue of material fact." Doe v. Durtschi, 110 Idaho 466, 716 P.2d 1238 (1986); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 868-69, 452 P.2d 362, 365-66 (1969).

 [Carman v. Carman 114 Idaho 551](#)

Idaho Court of Appeals | 1988-07-26

Matching legal concepts:

Genuine Issue Of Material Fact | Sufficient Fact | Summary Judgment | Circumstantial Evidence | River

Outcome: Although court clerk denied disclosing property settlement decision to ex-husband before it was handed down, when he admitted the disclosure and circumstantial evidence controverted the clerk's testimony, county was not entitled to summary judgment.

Relevant passage: Central Idaho Agency, Inc. v. Turner, 92 Idaho 306, 442 P.2d 442 (1968). Circumstantial evidence may create a genuine issue of material fact sufficient to withstand summary judgment. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969).

 [G&M Farms v. Funk Irrigation Co. 119 Idaho 514](#)

Idaho Supreme Court | 1991-03-19

Matching legal concepts:

Genuine Issue Of Material Fact | Improperly Granted | Fact Remains | Summary Judgment | River

Outcome: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints and evidence showed they knew statements were untrue, farmer established *prima facie* case of intentional misrepresentation.

Relevant passage: E.g., Earl v. Cryovac, a Div. of W.R. Grace, 115 Idaho 1087, 772 P.2d 725 (Ct.App.1989); Petricevich v. Salmon River Canal Co., 92 Idaho 865, 452 P.2d 362 (1969). Summary judgment is improperly granted where any genuine issue of material fact remains unresolved. Kline v. Clinton, 103 Idaho 116, 645 P.2d 350 (1982); Taylor v. Choules, 102 Idaho 222, 628 P.2d 1056 (1981).

Key Passage 5

: ss.
County of NEZ PERCE COUNTY
On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared
Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and

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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 _____

Cases recommended for key passage 5 (4)

[Farm Bureau Fin. Co. v. Carney 100 Idaho 745](#)

Idaho Supreme Court | 1980-01-21

Matching legal concepts:

Certificate Of Acknowledgment | Follow The Form | Prescribed Form | Instrument | Oath | Subscription | Execute

Outcome: Summary judgment was improper in lien priority action when factual issue existed as to actual knowledge of lien holder's claim and it was premature to rule statutory requirements for certificate of acknowledgement were not substantially satisfied.

Relevant passage: The prescribed form for a certificate of acknowledgment is set out in Idaho Code § 55-710. Section 55-710 provides that the certificate of acknowledgment, unless it is otherwise in this chapter provided, must be substantially in the following form: State of Idaho, county of , ss. On this day of , in the year of , before me (here insert the name and quality of the officer), personally appeared , known to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

[Allied General Fire & Sec., Inc. v. St. Luke's Reg'l Med. Ctr. 2014 Ida. App. Unpub. LEXIS 194](#)

Idaho Court of Appeals | 2014-05-01

Matching legal concepts:

Notary Public | Execute | Lien Claim | Secretary Treasurer | Signature | Instrument

Relevant passage: Immediately preceding the notary public's signature and seal, the claim of lien stated the following: On this 23rd day of October, 2008, before me, a Notary Public for the State of Idaho personally appeared AARON L. WERT, known or identified to me, to be the Secretary-Treasurer of RIEDESEL ENGINEERING, INC., and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. Id. at 631, 301 P.3d at 637.

[Rapple v. Hughes 10 Idaho 338](#)

Idaho Supreme Court | 1904-07-09

Matching legal concepts:

Sale | Levying Execution | Justice Of The Peace | Pretended Sale | Nez Perce | Fire Damage | Stating Facts | Twenty Third | Firm Name | Execution Issued | Sixty Days | First Part | In Writing | Evidence | Witness | Notary | Instrument | Attestation | Loss | Purchase | Premises | Possession

Relevant passage: Hallett v. Parrish, 5 Idaho 496, 51 P. 109, cited by appellant, involved the attempted or pretended sale of wheat in Nez Perce county. Mr. Justice Huston writes this opinion also and states the facts as follows: "On the third day of September, 1895, plaintiffs being partners under the firm name of Hallett & Morrison,

purchased of one C. J. Landon, seven thousand bushels of O. K. No. 1 marketable wheat, to be delivered at top of tramway on or before sixty days; loss or damage by fire to be carried by the party of the first part. This sale was evidenced by an instrument in writing signed by C. J. Landon, attested with his seal, witnessed by Fred W. Hallett, one of the plaintiffs, and acknowledged before him as notary. On the twenty-third day of September, 1895, the defendant, as constable, levied an execution (issued by justice of the peace of said county upon a judgment against C. J. Landon) upon and seized eight hundred sacks of wheat upon the premises and in the possession of said C. J. Landon."

 [Jordan v. Securities Credit Corp. 79 Idaho 284](#)

Idaho Supreme Court | 1957-07-26

Matching legal concepts:

Execute | Quasi Municipal | Partnership Name | Public Corporation | Political Subdivision | Instrument | Manner Prescribed | Assistant Secretary | Chapter 7 | Substantial Compliance | Express Provision | Vice President | Insubstantial | Proof | Prohibition

Outcome: A claimant's failure to show that a debtor, rather than its president, was liable to him justified holding that he was not the debtor's creditor and a mortgagee's failure to obtain the proper acknowledgements made it a general creditor.

Relevant passage: The provisions of Idaho Code § 55-805 clearly prohibit the filing of an instrument not acknowledged in substantial compliance with the statutes: Before an instrument may be recorded, unless it is otherwise expressly provided, its execution must be acknowledged by the person executing it, or if executed by a corporation, by its president or vice-president, or secretary or assistant secretary, or other person executing the same on behalf of the corporation, or if executed in name of the state of Idaho or any county, political subdivision, municipal, quasi-municipal, or public corporation, by one or more of the officers of such state, county, political subdivision, municipal, quasi-municipal, or public corporation executing the same, or if executed in a partnership name, by one or more of the partners who subscribed the partnership name thereto, or the execution must be proved and the acknowledgment or proof, certified in the manner prescribed by chapter 7 of this title.

Practical Guidance recommendations for key passage (4)

Deed of Trust

National

Matching legal concepts:

Instrument | Signature | Validity Of Document | Certificate | Execute | Document States | Under Penalty Of Perjury | Foregoing Paragraph | Official Seal | Satisfactory Evidence | Notary Public | State Law | Authorization | Witness | Identity | Subscription

Relevant passage: The following is a standard acknowledgment which fits the California code form: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of On before me, (name and title of the officer), personally appeared (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (Seal)

Mortgage

National

Matching legal concepts:

Instrument | Signature | New York | Execute | Satisfactory Evidence | New York State | Subscription

Relevant passage: The following is a standard corporate acknowledgment which fits the New York code form: State of New York County of On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. (Signature and office of individual taking acknowledgment.)

Mortgage

National

Matching legal concepts:

Instrument | Signed And Sealed | Corporate Seal | Duly Sworn | Swear | Trustee

Relevant passage: The following is a standard corporate acknowledgment which fits the Massachusetts code form: State of _____ County or city of _____ On this _____ day of _____ [20]_____, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the _____ of _____ and that [the seal affixed to said instrument is the corporate seal of said corporation (or association), and that] said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees), and said _____ acknowledged said instrument to be the free act and deed of said corporation (or association). (Signature and title of officer taking acknowledgment. Seal, if required.)

Deed of Trust

National

Matching legal concepts:

Va Code | Expiration | Notarial Certificate | Place Of Incorporation | Notary Act | Photographic Reproduction | Physical Location | Virginia Code | Notary Seal | Title Company | Notary Public | Serial Number | Expiration Date | In Person | Signature | Instrument | Online

Relevant passage: Additionally, per the Virginia Notary Act, all notarized documents must include the expiration date of the notary's commission (e.g., "My commission expires the [day] day of [month], [year]") and a sharp, legible, permanent notary seal/stamp capable of photographic reproduction. See Va. Code Ann. §§ 47.1-2, 47.1-16(C). In addition, every electronic notarial certificate must include the county or city where the electronic notary public was physically located at the time of the notarial act. The electronic notarial certificate must also indicate whether the notarization was done in person or by remote online notarization. Va. Code Ann. § 47.1-16 (A). The notary acknowledgment is not a provision that is notarized, but all parties and the title company should ensure the notary will be acceptable to the recording office. The following is a standard corporate acknowledgment which fits the Virginia code form: State of _____ County or city of _____ The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place of incorporation) corporation, on behalf of the corporation. (Signature of Person Taking Acknowledgment) (Title or Rank) (Serial Number, if any) My

commission expires the ____ day of _____, ____

Treatise recommendations for key passage (1)

[top2017.08 T&W Homes Etc, LLC v. Crotwell](#)

Powell on Real Property | National

Matching legal concepts:

Notary Public | Instrument

Relevant passage: The deed was signed by Lum, who personally appeared before a notary public and "acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned." ...

AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT'S RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.docx

1 passages in your document have recommendations.

Key Passage 1

: ss.

County of NEZ PERCE COUNTY)

On the 15 day of October, 2024, before me, the undersigned Notary Public, personally appeared Jeremy Bass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

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

Notary Public for Idaho

Residing at _____

Cases recommended for key passage 1 (1)

[Rapple v. Hughes 10 Idaho 338](#)

Idaho Supreme Court | 1904-07-09

Matching legal concepts:

Sale | Levying Execution | Justice Of The Peace | Pretended Sale | Nez Perce | Fire Damage | Stating Facts | Twenty Third | Firm Name | Execution Issued | Sixty Days | First Part | In Writing | Evidence | Witness | Notary | Instrument | Attestation | Loss | Purchase | Premises | Possession

Relevant passage: Hallett v. Parrish, 5 Idaho 496, 51 P. 109, cited by appellant, involved the attempted or pretended sale of wheat in Nez Perce county. Mr. Justice Huston writes this opinion also and states the facts as follows: "On the third day of September, 1895, plaintiffs being partners under the firm name of Hallett & Morrison, purchased of one C. J. Landon, seven thousand bushels of O. K. No. 1 marketable wheat, to be delivered at top of tramway on or before sixty days; loss or damage by fire to be carried by the party of the first part. This sale was evidenced by an instrument in writing signed by C. J. Landon, attested with his seal, witnessed by Fred W. Hallett, one of the plaintiffs, and acknowledged before him as notary. On the twenty-third day of September, 1895, the defendant, as constable, levied an execution (issued by justice of the peace of said county upon a judgment against C. J. Landon) upon and seized eight hundred sacks of wheat upon the premises and in the

possession of said C. J. Landon."

Similar Briefs - Plaintiff

Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf

1. [NATHANIAL VALENCIA and EMILY WILLIAMS, On behalf of themselves and all other similarly situated, Plaintiffs-Appellants, vs. SAINT ALPHONSUS MEDICAL CENTER - NAMPA, INC., an Idaho non-profit corporation; and DOES 1 through 25, inclusive, Defendants-Respondents.](#), Idaho Supreme Court | September 19, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1447

Outcome: No outcome identified

Judge: Bradly S. Ford | **Counsel:** Law Offices of Barry L. Kramer (Barry L. Kramer) | **Counsel:** King & Spalding LLP (Amanda L. Hayes-Kibreab) | **Counsel:** Crandall Law Office (Douglas W. Crandall)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss

Matching cites from your document:

- ◆ Thomson v. Idaho Ins. Agency | 126 Idaho 581
- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ Badell v. Beeks | 115 Idaho 101

2. [AARON SEVERINSEN, Plaintiff/Appellant, vs. THOMAS AND MICHELLE TUELLER, a married couple, SEARLE PROPERTIES, LLC, an Idaho Limited Liability Company, STONEY FARM, LLC, an Idaho Limited Liability Company, and JOHN and JANE Does 1-50, Defendants/Respondents.](#), Idaho Supreme Court | July 14, 2023 | 2023 ID S. CT. BRIEFS LEXIS 497

Outcome: No outcome identified

Judge: Darren B. Simpson | **Counsel:** Olsen Taggart PLLC (Steven Lyle Taggart) | **Counsel:** Banks Gaffney, PLLC (Jeffery W. Banks)

Matching legal concepts from your document: Property Owner, Purchase Of Property, Motion To Dismiss

Matching cites from your document:

- ❶ Breckenridge Prop. Fund 2016, LLC v. Wally Enter. | 170 Idaho 649
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
- ◆ Chandler v. Hayden | 215 P.3d 485

3. [WHITNEY L. BRIGHT, Plaintiff- Appellant, vs. ROMAN MAZNIK AND NATALYA K. MAZNIK, husband and wife, Respondents, and JAMES R. THOMAS, KATHERINE L. THOMAS, Defendants.](#), Idaho Supreme Court | December 13, 2016 | 2016 ID S. Ct. Briefs LEXIS 482

Outcome: No outcome identified

Judge: Thomas Joseph Ryan | **Counsel:** Evans Keane LLP (Jed W. Manwaring) | **Counsel:** Montgomery Dowdle LLC (Gary L. Montgomery)

Matching legal concepts from your document: Property Owner, Entitled To Judgment, Tenant

Matching cites from your document:

- ◆ Chandler v. Hayden | 215 P.3d 485
- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

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▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

4. [AARON SEVERINSEN, Plaintiff/Appellant vs. THOMAS AND MICHELLE TUELLER, SEARLE PROPERTIES, LLC, STONELY FARM, LLC, JOHN and JANE DOES 1-50, Defendants/Appellants.](#), Idaho Supreme Court | June 15, 2023 | 2023 ID S. CT. BRIEFS LEXIS 415

Outcome: No outcome identified

[Judge: Darren B. Simpson | Counsel: Olsen Taggart PLLC \(Steven Lyle Taggart\) | Counsel: Banks Gaffney, PLLC \(Jeffery W. Banks\)](#)

Matching legal concepts from your document: Property Owner, Purchase Of Property, Motion To Dismiss

Matching cites from your document:

- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
▲ Celotex Corp. v. Catrett | 477 U.S. 317
▲ Badell v. Beeks | 115 Idaho 101

5. [PHH MORTGAGE, Plaintiff-Third Party Defendant-Counterdefendant-Respondent, vs. CHARLES NICKERSON and DONNA NICKERSON, Defendant-Counterclaimant-Third Party Complainant-Appellants, and COLDWELL BANKER MORTGAGE, a d/b/a of PHH MORTGAGE and JP MORGAN CHASE BANK, NA, Third Party Defendants-Respondents.](#), Idaho Supreme Court | May 27, 2015 | 2015 ID S. Ct. Briefs LEXIS 318

Outcome: No outcome identified

[Judge: Michael J. Griffin | Counsel: Hawley Troxell Ennis & Hawley LLP \(Benjamin Craig Ritchie\) | Counsel: Just Law Office \(Charles C. Just\) | Counsel: Dunn Law Offices, PLLC \(Amelia A Canegaly\) | Counsel: Law Office of Charles L. Nickerson \(L. Offices Charles Nickerson\) | Counsel: Parsons Behle & Latimer A Professional Corporation \(Jon A. Stenquist\)](#)

Matching legal concepts from your document: Affirmative Defense

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514
▲ Badell v. Beeks | 115 Idaho 101
◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

6. [LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant.](#), Idaho Supreme Court | May 06, 2011 | 2011 ID S. Ct. Briefs LEXIS 121

Outcome: No outcome identified

[Judge: Robert J. Elgee | Counsel: Parsons, Loveland, Shirley & Lindstrom, LLP \(Randolph Calvin Stone\) | Counsel: Luboviski, Wygle, Fallowfield & Ritzau, P.A. \(Janet C. Wygle\)](#)

Matching legal concepts from your document: Trust Deed, Lender, Good Faith

Matching cites from your document:

- ◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865
◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

7. [PETER HOOVER, Plaintiff-Appellant, and SHEILA M. HOOVER ESTATE, Plaintiff v. FARMERS INSURANCE GROUP, California corporation, FARMERS INSURANCE COMPANY OF IDAHO, an Idaho corporation, ELDON LEWIS, of Farmers Insurance Company of Idaho, MIKE D. FLYNN, of](#)

Farmers Insurance Company of Idaho, MARGUERITE D. SOWERSBY, of Farmers Insurance of Idaho, Defendant-Respondents, Idaho Court of Appeals | February 08, 2010 | 2010 ID App. Ct. Briefs LEXIS 3

Outcome: No outcome identified

Judge: Betsey Kidwell | Judge: Cheri C. Copsey | Counsel: Benoit, Alexander, Mollerup & Danielson, PLLC (Robert J Alexander) | Counsel: Johnson Law Group (Peter J. Johnson)

Matching legal concepts from your document: Entitled To Judgment, Motion To Dismiss, Summon

Matching cites from your document:

▲ Badell v. Beeks | 115 Idaho 101

◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865

8. **KENNETH LESLIE CALDWELL, Plaintiff, Appellant, vs. JUDICIAL ADMINISTRATION OF IDAHO, EAST IDAHO NEWS, AND LOCAL NEWS 8, Defendant, Respondent.**, Idaho Supreme Court | October 11, 2022 | 2022 ID S. CT. BRIEFS LEXIS 905

Outcome: No outcome identified

Judge: Derrick O'Neill | Judge: Bruce L. Pickett | Counsel: Wright Law Offices, PLLC (Steven J. Wright)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

◆ Chandler v. Hayden | 215 P.3d 485

9. **NICHOLAS A. THOMASON, Appellant SANDRA K. THOMASON, Appellant BYRON T. THOMASON, Appellant MARILYN THOMASON, Appellant v. MADISON REAL PROPERTY, LLC.**, Idaho Supreme Court | November 13, 2009 | 2009 ID S. Ct. Briefs LEXIS 416

Outcome: No outcome identified

Judge: Mark S. Rammell | Judge: Gregory W. Moeller | Counsel: Forsberg Law Offices (William R. Forsberg)

Matching legal concepts from your document: Instrument, Entitled To Judgment, Trustee

Matching cites from your document:

◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

10. **IDAHO LOTS, LLC, and PINEHAVEN PLANNING BOARD, Plaintiffs/Respondents, v. GREGORY BRIM and JOHN OR JANE DOES 1-5, Defendants/Appellant.**, Idaho Supreme Court | July 21, 2022 | 2022 ID S. CT. BRIEFS LEXIS 489

Outcome: No outcome identified

Judge: Steven Boyce | Counsel: Herndon & Stosich, P.A. (James C. Herndon) | Counsel: Lubing, Gregory & Rectanus, LLC (James K. Lubing)

Matching legal concepts from your document: Property Owner, Entitled To Judgment, Instrument

Matching cites from your document:

◆ Edwards v. Conchemco, Inc. | 111 Idaho 851

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
11. [THE LOLA L. CAZIER REVOCABLE TRUST; Plaintiff/Respondent, vs. CHARLES DRAKE CAZIER; LAND RENEWAL MANAGEMENT, INC., an Idaho Corporation; and JOHN DOES I-X; Defendants/Appellants.](#), Idaho Supreme Court | August 27, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1188
- Outcome:** No outcome identified
- Matching legal concepts from your document:** Good Faith, Verified Answer, Trustee
- Matching cites from your document:**
- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ Badell v. Beeks | 115 Idaho 101
12. [CLARENCE ALEXANDER AND DEMETRIE \(DACHO\) ALEXANDER, Petitioners, v. GWITCHYAA ZHEE CORPORATION ET AL., Respondents.](#), U.S. Supreme Court | April 21, 2022 | 2022 U.S. S. CT. BRIEFS LEXIS 1391
- Outcome:** No outcome identified
- Matching legal concepts from your document:** Ejectment, Affirmative Defense, Instrument
- Matching cites from your document:**
- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Ⓐ Collins v. United States | 477 U.S. 242
13. [PETER HOOVER, Plaintiff-Appellant, and SHEILA M. HOOVER ESTATE, Plaintiff v. FARMERS INSURANCE GROUP, California corporation, FARMERS INSURANCE COMPANY OF IDAHO, an Idaho corporation, ELDON LEWIS, of Farmers Insurance Company of Idaho, MIKE D. FLYNN, of Farmers Insurance Company of Idaho, MARGUERITE D. SOWERSBY, of Farmers Insurance of Idaho, Defendant-Respondents](#), Idaho Court of Appeals | April 08, 2010 | 2010 ID App. Ct. Briefs LEXIS 5
- Outcome:** No outcome identified
- Judge:** Cheri C. Copsey | **Counsel:** Benoit, Alexander, Mollerup & Danielson, PLLC (Robert J Alexander) | **Counsel:** Johnson Law Group (Peter J. Johnson)
- Matching legal concepts from your document:** Entitled To Judgment, Motion To Dismiss
- Matching cites from your document:**
- ◆ Petricevich v. Salmon River Canal Co. | 92 Idaho 865
- ▲ Badell v. Beeks | 115 Idaho 101
14. [Leon F. Atkinson, Plaintiff/Appellant, vs. Nancy Laux, et ux; Sharon Krog-Carde, et ux; and Bruce Greene, Defendants/Respondents.](#), Idaho Supreme Court | August 18, 2011 | 2011 ID S. Ct. Briefs LEXIS 210
- Outcome:** No outcome identified
- Judge:** Benjamin R. Simpson | **Counsel:** Paine Hamblen, LLP (William J. Schroeder) | **Counsel:** Bruce H. Greene, P.A. (Bruce H. Greene) | **Counsel:** Powell & Reed, PC (Todd Mathew Reed) | **Counsel:** Paine Hamblen, LLP (Gregory Curtis Hesler)
- Matching legal concepts from your document:** Motion To Dismiss, Affirmative Defense
- Matching cites from your document:**
- Ⓑ Sewell v. Neilsen, Monroe, Inc. | 109 Idaho 192
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

15. [NADENE R. CARTER, NORMA R. BENNETT, LAREE LARSON, MELVIN S. ROBERTS, Beneficiaries of the Norman H. Roberts Family Revocable Trust, Plaintiffs-Appellants, v. FLORA AND DONOVAN ZOLLINGER, Defendants-Respondents.](#), Idaho Supreme Court | January 14, 2008 | 2008 ID S. Ct. Briefs LEXIS 46

Outcome: No outcome identified

Judge: Don L. Harding | **Counsel:** Thomsen Holman Wheiler, PLLC (Michael J Wheiler)

Matching legal concepts from your document: Entitled To Judgment, Instrument

Matching cites from your document:

- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

16. [TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC \(Deceased\), and BREANNA HALOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBECK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents.](#), Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 413

Outcome: No outcome identified

Judge: Cheri C. Copsey | **Counsel:** Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | **Counsel:** The Spence Law Firm, LLC (Tyson E. Logan) | **Counsel:** Moore Elia & Kraft & Hall, LLP (Craig Stacey) | **Counsel:** The Spence Law Firm, LLC (G. Bryan Ulmer III) | **Counsel:** The Spence Law Firm, LLC (Michael Finton Lutz)

Matching legal concepts from your document: Property Owner, Tenant

Matching cites from your document:

- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

17. [TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC \(Deceased\), and BREANNA HALOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBECK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents.](#), Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 391

Outcome: No outcome identified

Judge: Cheri C. Copsey | **Counsel:** Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | **Counsel:** The Spence Law Firm, LLC (Tyson E. Logan) | **Counsel:** Moore Elia & Kraft & Hall, LLP (Craig Stacey) | **Counsel:** The Spence Law Firm, LLC (G. Bryan Ulmer III) | **Counsel:** The Spence Law Firm, LLC (Michael Finton Lutz)

Matching legal concepts from your document: Property Owner, Tenant

Matching cites from your document:

- ◆ Edwards v. Conchemco, Inc. | 111 Idaho 851
- ▲ G&M Farms v. Funk Irrigation Co. | 119 Idaho 514

18. [BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiffs/Appellant, vs. WALLY ENTERPRISES, INC., WEINSTEIN & REILEY, P.S.; CORNERSTONE PROPERTIES, LLC, Defendants/Respondents.](#), Idaho Supreme Court | August 09, 2021 | 2021 ID S. CT. BRIEFS LEXIS 745

Outcome: No outcome identified

Judge: Bruce L. Pickett | **Counsel:** Stover, Gadd & Associates, PLLC (David W. Gadd) | **Counsel:** Holden, Kidwell, Hahn & Crapo, P.L.L.C. (D. Andrew Rawlings)

Matching legal concepts from your document: Trust Deed, Good Faith

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- ▲ Spencer v. Jameson | 211 P.3d 106

19. [**CHRIS DRAKOS and CHRIS DRAKOS ENTERPRISES, Plaintiffs/Appellants, vs. GARRETT H. SANDOW AND DOREA ENTERPRISES, INC., Defendants/Respondents.**](#), Idaho Supreme Court | November 25, 2019 | 2019 ID S. CT. BRIEFS LEXIS 1913

Outcome: No outcome identified

Judge: Stevan H. Thompson

Matching legal concepts from your document: Nonpayment, Entitled To Judgment

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Sewell v. Neilsen, Monroe, Inc. | 109 Idaho 192

20. [**HARRIS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, Third Party Plaintiff/Appellant, v. BRIGHTON INVESTMENTS LLC, Third Party Defendant/Respondent**](#), Idaho Supreme Court | November 05, 2009 | 2009 ID S. Ct. Briefs LEXIS 327

Outcome: No outcome identified

Judge: Ronald J. Wilper | **Counsel:** Parsons Behle & Latimer A Professional Corporation (Fredric V. Shoemaker) | **Counsel:** Givens Pursley LLP (David R. Lombardi) | **Counsel:** Givens Pursley LLP (Robert B. White) | **Counsel:** Parsons Behle & Latimer A Professional Corporation (Richard H. Greener)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Collins v. United States | 477 U.S. 242

21. [**METEKU NEGATU, Petitioner, --v-- WELLS FARGO BANK, N.A., Respondent.**](#), U.S. Supreme Court | October 26, 2018 | 2018 U.S. S. Ct. Briefs LEXIS 3980

Outcome: No outcome identified

Matching legal concepts from your document: Trust Deed, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Collins v. United States | 477 U.S. 242

22. [**MICHAEL J. PENCE AND TAUNI R. PENCE, Petitioner, v. STATE OF ARIZONA EX REL., ARIZONA COURT OF APPEALS, SUPERIOR COURT OF MARICOPA COUNTY, DEUTSCHE BANK NATIONAL TRUST COMPANY, AND HARBORVIEW MORTGAGE LOAN TRUST, Respondents.**](#), U.S. Supreme Court | June 07, 2017 | 2017 U.S. S. Ct. Briefs LEXIS 2119

Outcome: No outcome identified

Matching legal concepts from your document: Possessing Property, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Ⓐ Collins v. United States | 477 U.S. 242

23. [TRAVIS FORBUSH and GRETCHEN HYMAS, individually and as a natural parents of PRIVATE FIRST CLASS MCQUEEN C. FORBUSH, USMC \(Deceased\), and BREANNA HALLOWELL, Plaintiffs-Appellants, vs. SAGECREST MULTI FAMILY PROPERTY OWNERS' ASSOCIATION, INC., and JON KALSBECK, individually and as President of the Sagecrest Multi Family Property Owners' Association, Defendants-Respondents.](#), Idaho Supreme Court | August 23, 2016 | 2016 ID S. Ct. Briefs LEXIS 414

Outcome: No outcome identified

Judge: Cheri C. Copsey | **Counsel:** Moore Elia & Kraft & Hall, LLP (Michael J. Elia) | **Counsel:** The Spence Law Firm, LLC (Tyson E. Logan) | **Counsel:** Law Offices of Matthew G. Gunn (Matthew Gunn) | **Counsel:** Moore Elia & Kraft & Hall, LLP (Craig Stacey) | **Counsel:** The Spence Law Firm, LLC (G. Bryan Ulmer III) | **Counsel:** Peterson Lawyers (Charles F. Peterson Jr.)

Matching legal concepts from your document: Property Owner, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Ⓐ Collins v. United States | 477 U.S. 242

24. [ANGELA CAO, Petitioner, v. BSI FINANCIAL SERVICES, INCORPORATED; CHRISTIANA TRUST, WILMINGTON SAVINGS FUND SOCIETY, STANWICH MORTGAGE LOAN TRUST SERIES 2012-10, STANWICH MORTGAGE ACQUISITION COMPANY INCORPORATED, CARRINGTON MORTGAGE SERVICES L.C., SELENE FINANCE L.P.; MTGLQ INVESTORS L.P., Respondents.](#), U.S. Supreme Court | January 11, 2022 | 2022 U.S. S. CT. BRIEFS LEXIS 125

Outcome: No outcome identified

Matching legal concepts from your document: Trust Deed, Lender

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Ⓐ Collins v. United States | 477 U.S. 242

25. [AHMED HALIM, PETITIONER v. UNITED STATES, RESPONDENT](#), U.S. Supreme Court | August 10, 2020 | 2020 U.S. S. CT. BRIEFS LEXIS 5855

Outcome: No outcome identified

Judge: Sonia Sotomayor

Matching legal concepts from your document: Good Faith, Tenant

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Ⓐ Collins v. United States | 477 U.S. 242

26. [GREG JOHN, Petitioner, v. DOUGLAS COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; TOM MORGAN, an Individual; KATHERINE MILNER, an Individual; GARY DIEDRICH, an Individual; and MARTY SWISHER, an Individual, Respondents.](#), U.S. Supreme Court |

Download: Brief Analysis: Judicial Full Delivery Report

April 28, 2010 | 2010 U.S. S. Ct. Briefs LEXIS 1267

Outcome: No outcome identified

Counsel: Erickson, Thorpe & Swainston, Ltd. (Rebecca Bruch) | Counsel: Erickson, Thorpe & Swainston, Ltd. (Ann M. Alexander)

Matching legal concepts from your document: Good Faith, Motion To Dismiss

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

27. **KEVIN MIRCH, PETITIONER v. SUPREME COURT STATE OF NEVADA, STATE BAR OF NEVADA,**
U.S. Supreme Court | July 09, 2008 | 2008 U.S. S. Ct. Briefs LEXIS 1482

Outcome: No outcome identified

Judge: Robin L. Riblet | Judge: Linda B Riegle | Judge: Deborah A. Agosti | Judge: Ward Hunt |
Judge: Stanley Forman Reed | Judge: A. William Maupin | Judge: James W. Hardesty

Matching legal concepts from your document: Motion To Dismiss, Good Faith

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

28. **ANNA CRANMER, Individually, and BRIAN CRANMER, Individually, Petitioners, v. PHILADELPHIA INDEMNITY INSURANCE COMPANY, Respondent.**, U.S. Supreme Court | March 06, 2018 | 2018 U.S. S. Ct. Briefs LEXIS 1008

Outcome: No outcome identified

Judge: Joseph A. Dickson | Judge: Esther Salas

Matching legal concepts from your document: Affirmative Defense, Good Faith

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

29. **LARRY A. CROSSLEY, Petitioner, vs. LIBERTY BANK & TRUST CO., THOMAS J. HROMATKA, C.E.O., HERTZ FARM MANAGEMENT INC., GARY LOOS AS RECEIVER, FARMERS CO-OP ASSOCIATION FOREST CITY, FARMERS CO-OP ELEVATOR CO. LELAND, DON SEVERSON, GARY STERLING, RONALD G. PYLE, RONALD PENNING, AND YET TO BE NAMED JOHN DOES, Respondents.**, U.S. Supreme Court | September 30, 1996 | 1996 U.S. S. Ct. Briefs LEXIS 971

Outcome: No outcome identified

Judge: Roger Leland Wollman | Judge: Jon S. Scoles | Judge: Stephen P. Carroll | Judge: Donald Eugene O'Brien | Judge: Mark W. Bennett

Matching legal concepts from your document: Motion To Dismiss, Entitled To Judgment

Matching cites from your document:

▲ Celotex Corp. v. Catrett | 477 U.S. 317

Ⓐ Collins v. United States | 477 U.S. 242

30. **RAYBOURNE AND DEAN CONSULTING LIMITED, Petitioner, v. METRICA, INCORPORATED;**

Download: Brief Analysis: Judicial Full Delivery Report

METRICA RELOCATIONS PLUS, INCORPORATED, Respondents., U.S. Supreme Court | June 19, 2017 | 2017 U.S. S. Ct. Briefs LEXIS 2184

Outcome: No outcome identified

Counsel: KNA Pearl (Andrew Nyombi)

Matching legal concepts from your document: Motion To Dismiss, Entitled To Judgment

Matching cites from your document:

- ▲ Celotex Corp. v. Catrett | 477 U.S. 317
- Ⓐ Collins v. United States | 477 U.S. 242

Plaintiffs' Motion For Summary Judgment.Pdf

Similar Briefs - Shared

Similar Briefs - Defendant

Response To MSJ.Docx

1. **[BRECKENRIDGE PROPERTY FUND 2016, LLC, Plaintiffs/Appellant, vs. WALLY ENTERPRISES, INC., WEINSTEIN & REILEY, P.S.; CORNERSTONE PROPERTIES, LLC, Defendants/Respondents.](#)**, Idaho Supreme Court | August 09, 2021 | 2021 ID S. CT. BRIEFS LEXIS 745

Outcome: No outcome identified

Judge: Bruce L. Pickett | **Counsel:** Stover, Gadd & Associates, PLLC (David W. Gadd) | **Counsel:** Holden, Kidwell, Hahn & Crapo, P.L.L.C. (D. Andrew Rawlings)

Matching legal concepts from your document: Trust Deed, Good Faith, Obligation, Moving Party

Matching cites from your document:

- ▲ Fed. Home Loan Mortg. Corp. v. Appel | 143 Idaho 42
- ✚ Froman v. Madden | 13 Idaho 138

2. **[LESLIE BENZ, Plaintiff/Respondent, vs. D.L. EVANS BANK, Defendant/Appellant.](#)**, Idaho Supreme Court | May 06, 2011 | 2011 ID S. Ct. Briefs LEXIS 121

Outcome: No outcome identified

Judge: Robert J. Elgee | **Counsel:** Parsons, Loveland, Shirley & Lindstrom, LLP (Randolph Calvin Stone) | **Counsel:** Luboviski, Wygle, Fallowfield & Ritzau, P.A. (Janet C. Wygle)

Matching legal concepts from your document: Trust Deed, Good Faith

Matching cites from your document:

- ✚ Petricevich v. Salmon River Canal Co. | 92 Idaho 865
- ✚ Merchants' Trust Co. v. Davis | 49 Idaho 494

AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT's RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx

Cited in your document - Plaintiff

BRIEF FOR Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf

1. **[Badell v. Beeks](#)**
Cases Idaho | April 8, 1988 | 115 Idaho 101
Discussion Level  Cited

OVERVIEW: A dentist's civil case against attorney for malicious prosecution and abuse of process was properly dismissed because attorney had probable cause to bring medical malpractice action against dentist and there was no improper use of judicial process.

2.  [Celotex Corp. v. Catrett](#)

Cases U.S. | June 25, 1986 | 477 U.S. 317

Discussion Level  Cited

OVERVIEW: In a wrongful death action, a manufacturer could have won summary judgment motion without introducing any evidence, as spouse of decedent produced no evidence of decedent's exposure to manufacturer's asbestos products, a key element of the complaint.

3.  [G&M Farms v. Funk Irrigation Co.](#)

Cases Idaho | March 19, 1991 | 119 Idaho 514

Discussion Level  Cited

OVERVIEW: Where irrigation system's manufacturer and installer stated it would work for farmer's land and there had been no complaints and evidence showed they knew statements were untrue, farmer established prima facie case of intentional misrepresentation.

4.  [Spencer v. Jameson](#)

Cases Idaho | June 16, 2009 | 211 P.3d 106

Discussion Level  Mentioned

OVERVIEW: Mobile home that was affixed to the land at the time of a non-judicial foreclosure sale, it was real property under Idaho Code Ann. § 55-101 and was properly transferred to the trustee under Idaho Code Ann. §§ 45-1502(3) and 45-1503. The trial court erred in failing to distribute excess sales proceeds in accordance with Idaho Code Ann. § 45-1507.

5.  [Thomson v. Idaho Ins. Agency](#)

Cases Idaho | November 30, 1994 | 126 Idaho 581

Discussion Level  Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not enticed onto the property by the defective backstop that caused the injury.

6.  [Petricevich v. Salmon River Canal Co.](#)

Cases Idaho | March 25, 1969 | 92 Idaho 865

Discussion Level  Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

7.  [Edwards v. Conchemco, Inc.](#)

Cases Idaho Ct. App. | October 31, 1986 | 111 Idaho 851

Discussion Level  Cited

OVERVIEW: A manufacturer was entitled to summary judgment where an owner of a mobile home presented no evidence that a defect in the mobile home caused the fire. The rapid spread of the fire, by itself, did not support a finding of a defect.

8.  [Chandler v. Hayden](#)

Cases Idaho | August 24, 2009 | 215 P.3d 485

Discussion Level  Analyzed

OVERVIEW: In a lien priority case, it was error for the trial court to enforce a contract without first considering whether a genuine issue of material fact existed as to a lienholder's affirmative defenses against a title insurance company, which if proven could invalidate the agreement.

9.  [Pro Indiviso, Inc. v. Mid-Mile Holding Trust](#)

Cases Idaho | August 28, 1998 | 131 Idaho 741

Discussion Level  Cited

OVERVIEW: Summary judgment grant to property purchaser was proper as ruling it was entitled to writ of assistance and ejectment was not error since it produced deed received at purchase and former property owners claimed no ownership interest in property.

10.  [Idaho Code § 45-1508](#)

Statutes-Legislation

Discussion Level  Mentioned

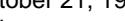
11.  [Idaho Code § 45-1506](#)

Statutes-Legislation

Discussion Level  Discussed

12.  [Collins v. United States](#)

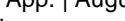
Cases U.S. | October 21, 1985 | 477 U.S. 242

Discussion Level  Cited

OVERVIEW: Partial summary judgment was reversed because court applied wrong standard in a libel suit brought by a limited purpose public figure; the clear and convincing evidence standard applied to a summary judgment as to whether actual malice existed.

13.  [Sewell v. Neilsen, Monroe, Inc.](#)

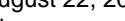
Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192

Discussion Level  Cited

OVERVIEW: Summary judgment was not proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.

14.  [Breckenridge Prop. Fund 2016, LLC v. Wally Enter.](#)

Cases Idaho | August 22, 2022 | 170 Idaho 649

Discussion Level  Cited

OVERVIEW: In a suit concerning the legality of an auctioneer providing the terms of sale at the time of the foreclosure sale, without providing earlier notice to potential bidders, the printed conditions of the foreclosure sale were binding on plaintiff when announced by the auctioneer, whether it knew of the conditions beforehand or not.

15.  [Idaho Code § 45-1510](#)

Statutes-Legislation

Discussion Level  Cited

16. 

[I.R.C.P. 56\(c\)](#)

 I.C. § 6-303(2)

17. Here is the closest citation we found:

 [Idaho Code § 6-303](#)

Statutes-Legislation

18.

[I.R.C.P. 12\(b\)\(6\)](#)

Statutes-Legislation

Discussion Level  Cited

BRIEF FOR Plaintiffs' Motion For Summary Judgment.Pdf

19.

[I.R.C.P. 56](#)

Statutes-Legislation

Discussion Level  Cited

Cited in your document - Shared

1. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

 [Idaho Code § 45-1506](#)

Statutes-Legislation

Discussion Level  Cited

2. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

 [Sewell v. Neilsen, Monroe, Inc.](#)

Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192

Discussion Level  Cited

OVERVIEW: Summary judgment was not proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.

3. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

 [Thomson v. Idaho Ins. Agency](#)

Cases Idaho | November 30, 1994 | 126 Idaho 581

Discussion Level  Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not enticed onto the property by the defective backstop that caused the injury.

4. Cited in the following Documents:

Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf
Defendant Response To MSJ.Docx

 [Petricevich v. Salmon River Canal Co.](#)

Cases Idaho | March 25, 1969 | 92 Idaho 865

Discussion Level  Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

5. Cited in the following Documents:

[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
[Defendant Response To MSJ.Docx](#)
[Defendant AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT's RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx](#)

 [Idaho Code § 45-1508](#)

Statutes-Legislation

Discussion Level  Cited

6. Cited in the following Documents:

[Plaintiff Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf](#)
[Defendant Response To MSJ.Docx](#)

 [Idaho Code § 45-1510](#)

Statutes-Legislation

Discussion Level  Cited

Cited in your document - Defendant

[BRIEF FOR Response To MSJ.Docx](#)

1. [Moore v. De Bernardi](#)

Cases Nev. | April 7, 1923 | 47 Nev. 33

Discussion Level  Cited

OVERVIEW: In plaintiff's action to recover from defendant land she purchased from a bank, a constructive trust arose in favor of defendant because he, relying upon the bank's promise that it would convey the land to him, failed to protect his interest in it.

2. [Davis v. Kleindienst](#)

Cases Ariz. | May 20, 1946 | 169 P.2d 78

Discussion Level  Cited

OVERVIEW: Where the evidence established that the original purchase covered the property and the description in the deed was a mistake, original purchaser was entitled to reformation of the deed. The subsequent buyer was not a bona fide purchaser for value.

3. [Fed. Home Loan Mortg. Corp. v. Appel](#)

Cases Idaho | May 25, 2006 | 143 Idaho 42

Discussion Level  Cited

OVERVIEW: Although a credit bid used by a purchaser at a trustee's sale was the equivalent of a cash sale, the sale was void because the trustee failed to comply with notice provisions of Idaho Code Ann. § 45-1506A. The trustee's compliance with Idaho Code Ann. § 45-1506B was immaterial where the borrower had no notice of an earlier rescheduled sale date.

4. [12 U.S.C. § 1821](#)

Statutes-Legislation

Discussion Level  Cited

5.  [Idaho Code § 45-1508](#)

Statutes-Legislation

Discussion Level  Discussed

6.  [Merchants' Trust Co. v. Davis](#)

Cases Idaho | June 23, 1930 | 49 Idaho 494

Discussion Level  Cited

OVERVIEW: Purchasers' interest was inferior to that of first mortgagee where assignment of first mortgage was recorded in wrong county but purchasers had constructive notice of recorded first mortgage and lack of satisfaction which triggered duty to inquire.

7.  [Froman v. Madden](#)

Cases Idaho | February 11, 1907 | 13 Idaho 138

Discussion Level  Cited

8.  [Shephard v. Van Doren](#)

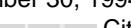
Cases N.M. | August 11, 1936 | 40 N.M. 380

Discussion Level  Cited

OVERVIEW: Where a car dealer redelivered a car to a buyer in spite of his knowledge that the motor number on the car had been altered and was false, he was estopped from asserting his lien against a subsequent good faith purchaser.

9.  [Thomson v. Idaho Ins. Agency](#)

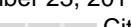
Cases Idaho | November 30, 1994 | 126 Idaho 581

Discussion Level  Cited

OVERVIEW: Summary judgment in favor of a school district was proper in parents' action for damages sustained by their child on school district property because the child was not enticed onto the property by the defective backstop that caused the injury.

10.  [Pines Grazing Ass'n v. Flying Joseph Ranch, LLC](#)

Cases Idaho | November 23, 2011 | 151 Idaho 924

Discussion Level  Cited

OVERVIEW: Because an agreement not to bid at a sale of county-owned land at public auction constituted illegal bid rigging under both Idaho Code Ann. § 48-104 and § 1 of the Sherman Act, 15 U.S.C.S. § 1, the agreement was unenforceable, and a jury's award of damages for breach of the agreement therefore had to be overturned.

11.  [Petricevich v. Salmon River Canal Co.](#)

Cases Idaho | March 25, 1969 | 92 Idaho 865

Discussion Level  Cited

OVERVIEW: The company's evidence, in the face of conflicting circumstantial evidence presented by the injured party, was sufficient to establish that there was no genuine issue of fact regarding the company's liability. The summary judgment was proper.

12.  [11 U.S.C. § 704](#)

Statutes-Legislation

Discussion Level  Cited

13.  [15 U.S.C. § 78fff](#)
Statutes-Legislation
 Discussion Level  Cited
14.  [Idaho Code § 45-1506](#)
Statutes-Legislation
 Discussion Level  Discussed
15.  [Mangum v. Stadel](#)
Cases Kan. | July 1, 1907 | 76 Kan. 764
 Discussion Level  Cited
- OVERVIEW:** Demurrer was improper where there was a question as to whether a purchaser had notice of the lien or notice of facts which would naturally arouse suspicion and excite inquiry reasonably leading to a knowledge of the lien.
16.  [La Brie v. Cartwright](#)
Cases Tex. Civ. App. | April 7, 1909 | 55 Tex. Civ. App. 144
 Discussion Level  Cited
- OVERVIEW:** In a suit in trespass to try title to 600 acres of land, the knowledge of an agent was not imputed to a principal because the agent was dealing for himself. A new trial was needed to see if a later buyer took good title from the principal.
17.  [Idaho Code § 55-809](#)
Statutes-Legislation
 Discussion Level  Cited
18.  [Richland Brick Corp. v. Hurst Hardware Co.](#)
Cases W. Va. | May 8, 1917 | 80 W. Va. 476
 Discussion Level  Cited
- OVERVIEW:** A company was liable to a corporation for the value of a shipment of the corporation's bricks which were sold to the company under false pretenses by a brick layer. The brick layer had no semblance of ownership of the bricks and the company should have, by the exercise of reasonable diligence, discovered the falsity of his claims.
19.  [Sewell v. Neilsen, Monroe, Inc.](#)
Cases Idaho Ct. App. | August 29, 1985 | 109 Idaho 192
 Discussion Level  Cited
- OVERVIEW:** Summary judgment was not proper in a promisee's action to recover the amount due on a promissory note because questions of fact remained with regard to the parties intent with respect to the conveyance of lots in satisfaction of the note.
20.  [Wright v. Parish](#)
Cases Idaho | June 15, 2023 | 531 P.3d 1115
 Discussion Level  Cited
- OVERVIEW:** The district court erred when it concluded a husband's attempt to prove he had a greater than fifty percent ownership interest in the subject properties was barred by issue preclusion because during the divorce proceedings, neither the husband nor the wife accepted the magistrate court's offer to resolve the ownership of the property.
21.  [Idaho Code § 45-1504](#)

Statutes-LegislationDiscussion Level  Cited

- 22.
- 
- [Idaho Code § 45-1510](#)

Statutes-LegislationDiscussion Level  Cited

- 23.
- 
- [Salmon v. Norris](#)
- 82 App. Div. 362

Here is the closest citation we found:

 [Salmon v. Norris](#)**Cases** N.Y. App. Div. | April 1, 1903 | 82 A.D. 362

OVERVIEW: Creditors were not bona fide mortgagees where they failed to inquire into the validity of a prior recorded mortgage on same chattel, which the debtors had told them was invalid; thus, creditors were not entitled to priority over previous mortgage.

- 24.
- 
- [In Kane v. Union State Bank](#)
- D. Idaho | 1937 | 21 F. Supp. 225

Here is the closest citation we found:

 [The Hirondelle](#)**Cases** D. Ala. | November 13, 1937 | 21 F. Supp. 223

- 25.
- 
- [Wells Fargo Bank, N.A. v. Renz](#)
- 1993 | 124 Idaho 885

Here is the closest citation we found:

 [State v. Townsend](#)**Cases** Idaho | December 28, 1993 | 124 Idaho 881

OVERVIEW: Defendant's conviction for aggravated battery was vacated and remanded for a new trial where the jury verdict did not specify whether the instrumentality used was defendant's hands or his vehicle.

- 26.
- [Fannie Mae v. Ormesher](#)

Cases Idaho Dist. Ct. | May 20, 2014 | 2014 Ida. Dist. LEXIS 31Discussion Level  Cited**BRIEF FOR AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT's RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx**

- 27.
- 
- [Idaho Code § 45-1508](#)

Statutes-LegislationDiscussion Level  Cited**Quote Check - Plaintiff****Plaintiffs' Memorandum In Support Of Motion For Summary Judgment.Pdf**

- 1.
- This quote is Incorrect**

Quote from your brief:

Idaho Rule of Civil Procedure 56(c) states, in pertinent part: The judgment sought shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Id. Pursuant to I.R.C.P. 56(c), summary judgment is appropriate where the pleadings,

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depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Sewell v. Nielsen, Monroe, Inc., 109 Idaho 192, 707 P.2d 81 (Ct. App. 1985); Ambrose v. Buhl Joint Sc

Quote from source citation:

Cited document not found

Source Citation: Id.

2. **This quote is Incorrect**

Quote from your brief:

judgment when the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case on which that party will bear the burden of proof at trial. Badell v. Beeks, 115 Idaho 101, 765 P.2d 126 (1988); Celotex v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). Idaho courts have held that in order to forestall summary judgment, a party must do more than present a scintilla of evidence, and merely raising the 'slightest doubt' as to facts is not sufficient to create a genuine issue. Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); G&M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion ?is merely colorable? or ?is not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242

Quote from source citation:

No matching quote found in Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969).

Source Citation: Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871

3. **This quote is Correct**

Quote from your brief:

a scintilla of evidence, and merely raising the ?slightest doubt? as to facts is not sufficient to create a genuine issue.? Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); G&M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion ?is merely colorables merely colorable? or ?is not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party?s] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? Edwards v. Conchemco

Quote from source citation:

is merely colorable

Source Citation: Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249

4. **This quote is Correct**

Quote from your brief:

and merely raising the ?slightest doubt? as to facts is not sufficient to create a genuine issue.? Petricevich v. Salmon River Canal Co., 92 Idaho 865, 871, 452 P.2d 362 (1969); G&M Farms v. Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion ?is merely colorable? or ?is not significantly probative not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party?s] case must be anchored in something more solid than speculation; a mere scintilla of evidence is not enough to create a genuine issue.? Edwards v. Conchemco, Inc., 111 Idaho 851, 72

Quote from source citation:

is not significantly probative

Source Citation: Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249

5. **This quote is Incorrect**
The pinpoint page in your citation is Incorrect

Quote from your brief:

*Funk Irrigation Co., 119 Idaho 514, 517, 808 P.2d 851 (1991). The Idaho court has similarly held that summary judgment should be granted if the evidence in opposition to the motion ?is merely colorable? or ?is not significantly probative?, relying in part upon Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50, 106 S. Ct. 255, 91 L.Ed.2d 202 (1986). To withstand a motion for summary judgment, ?the [non-moving party?s] case must be anchored in something more solid than **speculation**; a mere scintilla of evidence is not enough to create a genuine issue. Edwards v. Conchemco, Inc., 111 Idaho 851, 727 P.2d 1279 (Ct. App. 1986). Further, with respect to a claimed affirmative defense, it is the obligation and burden of the non-moving defendant to support a claimed affirmative defense on a motion for summary judgment. Chandler v. Hayden, 215 P.3d 485, 147 Idaho 765 (Idaho 2009). STATEMENT OF UNDISPUTED FACTS Based upon the pleadings in this case, publ*

Quote from source citation:

the **plaintiff's** case must be anchored in something more solid than **speculation**. A mere scintilla of evidence is not enough to create a genuine issue

Source Citation: Edwards v. Conchemco, Inc., 111 Idaho 851

6. **This quote is Correct**

Quote from your brief:

is appropriate as the undisputed facts prove each of the elements necessary to support a claim for ejectment as against Mr. Bass as the former owner of the Property, and as against Mr. Pike as a tenant of the Property. Summary Judgment is Appropriate as The Undisputed Facts Prove Each of the Necessary Elements for Ejectment from The Property. In an action for ejectment, Plaintiff must only prove ?(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession. Pro Indiviso, Inc. v. Mid-Mile Holding Trust, 131 Idaho 741, 745, 963 P.2d 1178, 1182 (1998)(citation omitted). Here, the Answer filed by Jeremy Bass and Dwayne Pike establish the last two elements. Specifically, Mr. Bass admits that he is in possession and, as demonstrated by the Answer generally, is refusing to surrender the Property to Plaintiff based upon a number of baseless as

Quote from source citation:

(1) ownership, (2) possession by the defendants, and (3) refusal of the defendants to surrender possession

Source Citation: Pro Indiviso v. Mid-Mile Holding Trust, 131 Idaho 741, 745

This quote is Incorrect

Quote from your brief:

The effect of a trustee's sale is set forth in Idaho Code § 45-1508, which states: A sale made by a trustee under this act shall foreclose and terminate all interest in the property covered by the deed of trust if all persons to whom notice is given under § 45-1506, Idaho Code, and any other persons claiming by, through or under such persons and such persons shall have no right to redeem the property from the purchaser at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale. See I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, ie? the manner of foreclosure including notice of the sale. See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022).

Quote from source citation:

Cited document not found

Source Citation: See I.C. § 45 1508

This quote is Correct

The pinpoint page in your citation is Incorrect

Quote from your brief:

at the trustee's sale. The failure to give notice to any such persons by mailing, personal service, posting or publication in accordance with § 45-1506, Idaho Code, shall not affect the validity of the sale as to persons so notified nor as to any persons having actual knowledge of the sale. See I.C. § 45-1508. In interpreting I.C. § 45-1508, the Idaho Supreme Court recently reiterated that the provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, revision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506, ie? the manner of foreclosure including notice of the sale. See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code § 45-1510 provides that the recitals and affidavits in a Trustee's Deed are co

Quote from source citation:

provision makes clear that a trustee's sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506

Source Citation: Breckenridge Prop. Fund 2016, LLC v. Wally Enter., 170 Idaho 649

9.

This quote is Incorrect
The pinpoint page in your citation is Incorrect

Quote from your brief:

?provision makes clear that a trustee?s sale to a good-faith purchaser for value is final, despite a violation of Idaho Code section 45-1506,? ie? the manner of foreclosure including notice of the sale. See Breckenridge Property Fund 2016, LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a Trustee?s Deed are ?conclusive in favor of a purchaser in good faith for value or any successor in interests.(emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee?s sales noting that the Idaho Trust Deeds Act is ?a comprehensive regulatory scheme for non- judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory violation.? Spencer v. Jameson, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho T

Quote from source citation:

sale in favor of a purchaser in good faith for value **at or after such sale**, or any successor in **interest** thereof

Source Citation: Spencer v. Jameson, 211 P.3d 106

10.

This quote is Incorrect
The pinpoint page in your citation is Incorrect

Quote from your brief:

LLC, v. Wally Enterprises, Inc., 170 Idaho 649 (Idaho 2022). Similarly, Idaho Code ? 45-1510 provides that the recitals and affidavits in a Trustee?s Deed are ?conclusive in favor of a purchaser in good faith for value or any successor in interests thereof.? (emphasis added). The Idaho Supreme Court has acknowledged and upheld the finality of trustee?s sales noting that the Idaho Trust Deeds Act is ?a comprehensive regulatory scheme for **non- judicial** foreclosure of deeds of trust, which includes the exclusive remedies for a statutory violation.Spencer v. Jameson, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that ?the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full.? Rather, the legislature?s interest was ?in preserving the finality of title to real property.? Id. Thus, ?a sale is final once the tru

Quote from source citation:

a comprehensive regulatory scheme for **non-judicial** foreclosure of deeds of trust, which includes the exclusive remedies for a **given** statutory violation

Source Citation: Spencer v. Jameson, 211 P.3d 106

11.

This quote is Incorrect**Quote from your brief:**

comprehensive regulatory scheme for non- judicial foreclosure of deeds of trust, which includes the exclusive remedies for a statutory violation.? Spencer v. Jameson, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that ?the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full.? Rather, the legislature?s interest was Rather, the legislature?s interest was ?in preserving the finality of title to real property.? Id. Thus, ?a sale is final once the trustee accepts a bid as payment in full unless there are issues

surrounding the notice of the sale (which are admittedly not present in this case).? Id. Based upon the foregoing, the recitals and affidavits in the Trustee?s Deed for the Property confirm that Mr. Bas

Quote from source citation:

No matching quote found in Id..

Source Citation: Spencer v. Jameson, 211 p3d 106

12. **This quote is Incorrect**

Quote from your brief:

for a statutory violation.? Spencer v. Jameson, 211 P.3d 106, 147 Idaho 497 (Idaho 2009). Given the comprehensiveness of the Idaho Trust Deeds Act, the Court noted that ?the legislature did not intend for a sale to be set aside once the trustee accepts the credit bid as payment in full.? Rather, the legislature?s interest was ?in preserving the finality of title to real property.? Id. Thus, ? a sale is final once the trustee accepts a bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case).Id. Based upon the foregoing, the recitals and affidavits in the Trustee?s Deed for the Property confirm that Mr. Bass defaulted on his payment obligations, a Notice of Default was issued and recorded, a Notice of Trustee?s Sale was issued, notice was provided in multiple methods as required by Idaho Code, and a Trustee?s Sale held where Plaintiffs were the highest bidders at the sale, paying \$165

Quote from source citation:

the sale is final once the trustee accepts **the** bid as payment in full unless there are issues surrounding the notice of the sale (which are admittedly not present in this case)

Source Citation: Spencer v. Jameson, 211 p3d 106

Plaintiffs' Motion For Summary Judgment.Pdf

Quote Check - Shared

Quote Check - Defendant

Response To MSJ.Docx

1. **This quote is Incorrect**

Quote from your brief:

directly concern his own obligations related to his property. I. INTRODUCTION

Defendant Bass, the owner and resident of the real property 1515 21st Ave., Lewiston, ID 83501-3926 (hereinafter "Property"), has been improperly subjected to an attempt to divest him of his lawfully owned Property through a trustee's sale conducted to the highest bidder pursuant to Idaho Code ? 45-1506(8), which mandates, "The trustee shall sell the property in one (1) parcel or in separate parcels at auction to the highest bidder.Idaho Code ? 45-1506(8) (Lexis Advance through all legislation from the 2024 Regular Session).

The Plaintiffs' Motion hinges on the assertion that they enjoy the protection afforded to them?as bona fide purchaser in good faith for value as mandated under Idaho Code ? 45-1508, "Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of

Quote from source citation:

Cited document not found

Source Citation: Idaho Code § 45 1506

2. **This quote is Incorrect**

Quote from your brief:

Motion hinges on the assertion that they enjoy the protection afforded to them?as bona fide purchaser in good faith for value as mandated under Idaho Code ? 45-1508, "Furthermore, any failure to comply with the provisions of section 45-1506, Idaho Code, shall not affect the validity of a sale in favor of a purchaser in good faith for value at or after such sale, or any successor in interest thereof." There is no question that a There is no question that a "purchaser in good faith for value" should be favored and Defendant Bass doesn't dispute this or claim that there was any issue under?any failure to comply with the provisions of Idaho Code ? 45-1506. The dispositive issue is not if there was any failure to comply with the provisions of Idaho Code ? 45-1506, it's weather or not the plaintiffs were bona fide purchasers a

Quote from source citation:

Cited document not found

Source Citation: Idaho Code § 45 1506

3. **This quote is Incorrect**
The pinpoint page in your citation is Incorrect

Quote from your brief:

a "purchaser in good faith for value" should be favored and Defendant Bass doesn't dispute this or claim that there was any issue under?any failure to comply with the provisions of Idaho Code ? 45-1506. The dispositive issue is not if there was any failure to comply with the provisions of Idaho Code ? 45-1506, it's weather or not the plaintiffs were bona fide purchasers acting in good faith. ? One who relies for protection upon the doctrine of being a bona fide purchaser must show that at the time of the purchase he paid a valuable consideration and upon the belief and the validity of the vendor's claim of title without notice , actual or constructive , of any outstanding adverse rights of another.Richlands Brick Corporation v. Hurst Hardware Co., 80 W. Va. 476, 92 S.E. 685; Merchants Trust v. Davis, 49 Idaho 494, 290 P. 383; Moore v. De Bernardi, 47 Nev. 33, 220 P. 544; Davis v. Kleindienst, Ariz., 169 P.2d 78; 92 C.J.S., Vendor and Purchaser, ? 321, p. 214

Quote from source citation:

one a bona fide purchaser **he** must at the time **he consummates** the **transaction advance** a **new and valid** consideration **representing a fair cash value for the property** , upon the **implicit belief** that the **vendor had complete title to the article sold** , and without notice actual or constructive of any outstanding adverse **right or claim thereto.**

Source Citation: Richland Brick Corp. v. Hurst Hardware Co., 80 W. Va. 476

4. **This quote is Incorrect**

Quote from your brief:

Download: Brief Analysis: Judicial Full Delivery Report

Further, one who purchases property with sufficient knowledge to put him, or a reasonably prudent person, on inquiry is not a bona fide purchaser.*Froman v. Madden*, 13 Idaho 138, 88 P. 894; *Mangum v. Stadel*, 76 Kan. 764, 92 P. 1093; *LaBrie v. Cartwright*, 55 Tex.Civ.App. 144, 118 S.W. 785; *Salmon v. Norris*, 82 App. Div. 362, 81 N.Y.S. 892; *Shephard v. Van Doren*, 40 N.M. 380, 60 P.2d 635. In *Froman v. Madden*, 13 Idaho 138, 88 P. 894, the Court held: "One who has notice or knowledge of a previous sale of real property, or who has notice or know

Quote from source citation:

220, and received a deed dated August 1, 1904, which was acknowledged September 2d the same year.

Source Citation: 92 C.J.S., Vendor and Purchaser, § 321, p. 214

5.

This quote is Incorrect

Quote from your brief:

plaintiffs filed it as part of their evidence in this case. The notices referenced an attached deed that was never included. Plaintiffs cannot reasonably expect a party to act upon an incomplete notice. V. LEGAL ANALYSIS Auction Process and Idaho Code ? 45-1504 *Under Idaho Code ? 45-1504, a trustee's sale must be conducted as a public auction. Black's Law Dictionary defines a public auction as:"An auction held openly, allowing all qualified bidders to participate, with the sale going to the highest bidder. Public auctions are typically advertised in advance, and the rules are established to promote transparency and fairness. This definition underscores that a public auction must be open to the public, conducted fairly, and free from collusion or preferential treatment.* In *Kane v. Union State Bank*, 21 F. Supp. 225 (D. Idaho 1937), the court held that a public auction must foster competitive bidding, preventing any collusion among bidders. In the current case, the auction was fixed to the plaintiffs' advantage, violatin

Quote from source citation:

as follows: The Radiomarine Corporation of America is a corporation organized under the laws of the state of Delaware, and on the 1st day of July 1937, and for a

Source Citation: Idaho Code § 45 1504

AFFIDAVIT OF JEREMY L. BASS IN SUPPORT OF DEFENDANT's RESPONSE TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.Docx

End of Document

Notice Date: 12/12/23

To: JEREMY L BASS
1515 21STAVE
LEWISTON ID 83501

Loan Number: 4000401948
FHA Case Number: 1212658354703
Mortgagor: JEREMY L BASS
Co-Mortgagor:
Property: 1515 21ST AVE
LEWISTON ID 83501

Payoff Quote

The figures in this quote are based on the payoff/closing date 01/01/24 provided to us. The total amount due to pay the loan in full is \$163,839.86. These figures are good through 01/01/24 subject to the conditions herein. Funds received after 01/01/24 will require an additional \$408.83 monthly interest. This Payoff Quote shall be good and effective until 01/01/24, after which it will be void and you must obtain another Payoff Quote. This loan is due for the 07/01/20 payment.

Breakdown of Amount Owed:

Unpaid Principal Balance:	\$112,136.62	Recording Cost:	\$.00
Interest at: 4.37500%	\$17,579.69	Recon/Release Cost:	\$.00
Principal & Interest Advance:	\$.00	Other Unpaid Expenses ¹ :	\$14,735.69
Escrow Shortage:	\$11,937.95	Late Charges:	\$57.00
PMI/MI Premium Due:	\$.00	Prepayment Penalty:	\$.00
Escrow Credit:	\$- .00	Deferred Pursuant to Loan Modification:	\$7,392.91
Suspense Balance:	\$.00		
		TOTAL AMOUNT TO PAY LOAN IN FULL:	\$163,839.86

Where to Send Payoff Funds:

Please send payoff funds to Carrington Mortgage Services, LLC using one of the options listed below. Failure to send a wire transfer or certified funds to the address below may cause the payoff funds to be returned or rejected, which will result in the accrual of additional interest.

Wire Transfer (Fastest Option)

For same day processing, Carrington must receive the full payoff amount before 2:00 PM EST. Include the following information with your wire transfer:

JPMorgan Chase Bank, N.A.
ABA# 021000021
Account# 758673552
Carrington Loan Number
Customer Name
Customer Property Address

Certified Funds (Cashier's Check or Money Order)

Make the check payable to Carrington Mortgage Services, LLC and include the Carrington Loan Number, Customer Name, Address, and indicate "Payoff Funds" on the check.

Please remit to the address below by Overnight or Regular Mail:

Carrington Mortgage Services, LLC
ATTENTION: CASHIERING
1600 South Douglass Road Suite 200A
Anaheim, CA 92806

Should you have any questions regarding this payoff quote, please contact Customer Service at 1-800-561-4567, Monday to Friday from 8:00 AM to 9:00 PM, Eastern Time.

Payoff Department
Carrington Mortgage Services, LLC

¹An itemization of the Other Unpaid Expenses will be listed on the following page(s) of this payoff quote.



Outlook

Re: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff

From Quantum <quantum.j.l.bass@RAWdeal.io>

Date Wed 2024-02-28 1:18 PM

To Janaya Carter <jcarter@idealawgroupllc.com>; Theresa Scherenberg <tscherenberg@idealawgroupllc.com>

Bcc jeremybass26 <jeremybass26@gmail.com>

Miss Carter,

Subject: Imperative Legal Notice and Demand for Auction Cessation Scheduled for 2/29/24

Upon receiving your notice regarding the beneficiary's decision to proceed with the auction of my property on 2/29/24, I must underscore the grave legal oversights and the impending repercussions of such actions. This decision blatantly disregards the alerts from prior communications, which have elucidated a series of actions in direct violation of the Sherman Antitrust Act and other legal statutes, marked by collusion, auction rigging, and fraudulent practices.

These documented actions pose significant legal liabilities to all involved parties, which could include severe penalties under federal law, sanctions, including up to 10 years in federal prison, and fines up to \$1 million for individuals and \$100 million for corporations, just for starters regarding the auction itself. Moreover, it is imperative to highlight the imminent injury to any potential buyer due to the misrepresentation of the property. The current portrayal includes movable outbuildings and overlooks critical legal aspects that are not part of the sale. Proceeding under these misrepresented facts constitutes a deliberate act of deception, causing potential harm to buyers and placing additional ethical and legal responsibilities on all aware parties, the trustees (including your firm), Bank of America, and Carrington.

As stated before, the evidence I possess, meticulously compiled and supported by expert analysis, unequivocally demonstrates the corrupt practices at play in undermining this auction's integrity. Advancing with the auction, fully aware of these details, would not only exhibit a blatant disregard for legal obligations but would also be seen as acting with malice intent, which I am fully prepared to contest through all available legal avenues.

Pursuant to the initiation of corrective measures regarding the property's financial and legal disposition, it is evidenced by Carrington's omission to discharge the property's insurance obligations for the current annum from the escrow balance. Consequently, I undertook the payment directly for the current year's insurance premium. This measure aligns with the verbal accord established between Carrington and myself. My fulfillment of the insurance payment constitutes an act of ratification, thereby cementing the agreement as pending. I retain the unequivocal right to see through the completion of this process.

There exists no temporal limitation to our mutual commitment towards the resolution of extant issues in a manner characterized by good faith subsequent to the probate proceedings of my mother's estate. Said proceedings are calendared for a court appearance on February 26, 2024, with a subsequent review

on March 17, 2024, anticipated to culminate in the liberation of all assets pursuant to judicial decree. These agreements, deemed enforceable under the provisions of Idaho Statute 29-105, accentuate the indefensible nature of any attempt to proceed with the auction. In essence, the prerogative to revoke the suspension of the auction is nullified by our ongoing agreement, substantiated by demonstrable actions. To encapsulate, their efforts to retract the hold while we are actively engaged in executing our agreed-upon resolutions are devoid of any legitimate basis.

I hereby assert a categorical demand for the cessation of the auction process, contingent upon a comprehensive investigation of these allegations and rectification of any misrepresentations concerning the property or conclusion of business after the probate is finished, whichever comes first. Disregarding this directive will be interpreted as an explicit contravention of established legal and ethical norms, compelling me to initiate all pertinent legal actions to redress such breaches. This missive constitutes an official notification of the grave legal violations under consideration and my resolution to enforce full accountability for any misconduct linked to this issue.

I expect the implementation of immediate corrective actions in light of these critical concerns. Your expedited and meticulous engagement with this situation is imperative. I look forward to your agency's collaborative effort towards the swift and effective resolution of these matters. Opting to reinstate the hold until the conclusion of the probate proceedings as agreed upon in our cemented "in execution" verbal accord established between Carrington and myself. This path represents the most straightforward, economical, and expedient avenue towards the amicable settlement of our pending business, and I retain the unequivocal right to see this process to completion and plan to.

Sincerely,

Jeremy Bass

Jeremy L. Bass

SR. [DevOps | Full Stack Engr | PM] && CEO / Founder

Quantum.J.L.Bass@RAWdeal.io

cell: (208) 549-9584

[LinkedIn:linkedin.com/RAWdeal](https://www.linkedin.com/in/RAWdeal)

[github:github.com/RAWdeal](https://github.com/RAWdeal)

[twiter:twitter.com/_RAWdeal](https://twitter.com/_RAWdeal)

[tiktok:tiktok.com/@quantumjlbass](https://www.tiktok.com/@quantumjlbass)

READ:[An email to authorities: Microsoft tried to murder me after they caused the SolarWinds breach!](#)

From: Janaya Carter <jcarter@idealawgroupllc.com>

Sent: Monday, February 5, 2024 5:47 PM

To: Theresa Scherenberg <tscherenberg@idealawgroupllc.com>; Quantum <quantum.j.l.bass@RAWdeal.io>

Subject: RE: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff

Mr. Bass, my name is Janaya Carter and I am the current assigned attorney as it relates to the subject property. I wanted to make you aware that the beneficiary on the loan has removed the hold on this loan and we will proceeding at this time with the 2/29/24 date. I have attached a copy of the last notice along with the recorded document.



IDEA
LAW GROUP

AZ, CA, CO, ID, NM, NV, UT, WY

Janaya Carter

Attorney

Licensed in Idaho

jcarter@idealawgroupllc.com

Toll Free: 877-353-2146

Corporate Office

4530 S. Eastern Avenue – Suite 10

Las Vegas, NV 89119

877-353-2146 ext. 1000

info@idealawgroupllc.com

From: Theresa Scherenberg

Sent: Thursday, December 7, 2023 7:23 AM

To: Quantum <quantum.j.l.bass@RAWdeal.io>

Cc: Janaya Carter <jcarter@idealawgroupllc.com>

Subject: RE: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff

Mr. Bass, the sale was postponed to 1/4/24. Thank you.



IDEA
LAW GROUP

AZ, CA, CO, ID, NM, NV, UT, WY

Theresa Scherenberg
Default Specialist

tscherenberg@idealawgroupllc.com
Toll Free: 877-353-2146 ext.1017

Local Office
4100 E. Mississippi Ave. Ste 420
Denver, CO 80246

Corporate Office
4530 S. Eastern Ave. Ste 10
Las Vegas, NV 89119
877-353-2146 ext. 1000
info@idealawgroupllc.com

From: Quantum <quantum.j.l.bass@RAWdeal.io>
Sent: Wednesday, December 6, 2023 4:05 PM
To: Theresa Scherenberg <tscherenberg@idealawgroupllc.com>; Bill Bishop <bbishop@idealawgroupllc.com>
Cc: Randall Szabo <rszabo@idealawgroupllc.com>; Ryan Carson <rcarson@idealawgroupllc.com>
Subject: Re: BASS / 48043908 - RE: Case CV35-22-1875 - Request for Voluntary Stay-on-Sale and Update on Property Payoff
Importance: High

Hello,

I'm just contacting you to make sure the sale of my property has been postponed. Having paid the insurance for this year and actively managing the property taxes, we are already in the process at this moment, with me already taking on the financial commitments of the property. I have been in talks with Carrington for the accurate updating of my account with regard to everything that has been brought forth leading up to this moment. All in all, a relatively smooth, although a little slow, transition of the property particulars from Carrington's management is in progress.

I recognize that the protracted nature of this process might lead to some oversight, yet it's crucial to reassert the prevailing circumstances. Advancing with the auction tomorrow would, just for starters, firmly establish an intentional breach of the Sherman Act, further detrimentally impacting any potential buyer. Even the current depiction of the property erroneously includes movable outbuildings and overlooks pertinent legal aspects that are not part of the sale. Proceeding with the bidding amidst these issues equates to a calculated misrepresentation, knowingly causing harm to a potential buyer and, as I trust, is well-understood, culminating in felonious acts. These acts carry severe repercussions, including up to 10 years of imprisonment and fines up to \$1 million for individuals, escalating to \$100 million for corporations and businesses. This implicates the law firm, Bank of America, and Carrington, particularly as prior warnings regarding these violations have been issued. Such actions would render all knowledgeable parties personally accountable. This would be just the beginning of an avalanche of legal complications. While I am currently engaged with other aspects of my life, losing my house would leave me fully equipped and prepared to pursue all necessary legal avenues, including qui tam actions. My commitment to practicing due diligence and averting harm remains steadfast, and this message serves as a stern reminder of the significant adverse consequences that would befall all parties involved should the sale proceed.

I anticipate a swift response and appreciate your attention to this crucial matter.

Best regards,
Jeremy L. Bass

Jeremy L. Bass
SR. [DevOps | Full Stack Engr | PM] && CEO / Founder

Notice Date: 12/12/23

To: JEREMY L BASS
1515 21STAVE
LEWISTON ID 83501

Loan Number: 4000401948
FHA Case Number: 1212658354703
Mortgagor: JEREMY L BASS
Co-Mortgagor:
Property: 1515 21ST AVE
LEWISTON ID 83501

Payoff Quote

The figures in this quote are based on the payoff/closing date 01/01/24 provided to us. The total amount due to pay the loan in full is \$163,839.86. These figures are good through 01/01/24 subject to the conditions herein. Funds received after 01/01/24 will require an additional \$408.83 monthly interest. This Payoff Quote shall be good and effective until 01/01/24, after which it will be void and you must obtain another Payoff Quote. This loan is due for the 07/01/20 payment.

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Escrow Shortage:	\$11,937.95	Late Charges:	\$57.00
PMI/MI Premium Due:	\$.00	Prepayment Penalty:	\$.00
Escrow Credit:	\$.00	Deferred Pursuant to Loan Modification:	\$7,392.91
Suspense Balance:	\$.00		
		TOTAL AMOUNT TO PAY LOAN IN FULL:	\$163,839.86

Where to Send Payoff Funds:

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Wire Transfer (Fastest Option)

For same day processing, Carrington must receive the full payoff amount before 2:00 PM EST. Include the following information with your wire transfer:

JPMorgan Chase Bank, N.A.
ABA# 021000021
Account# 758673552
Carrington Loan Number
Customer Name
Customer Property Address

Certified Funds (Cashier's Check or Money Order)

Make the check payable to Carrington Mortgage Services, LLC and include the Carrington Loan Number, Customer Name, Address, and indicate "Payoff Funds" on the check.

Please remit to the address below by Overnight or Regular Mail:

Carrington Mortgage Services, LLC
ATTENTION: CASHIERING
1600 South Douglass Road Suite 200A
Anaheim, CA 92806

Should you have any questions regarding this payoff quote, please contact Customer Service at 1-800-561-4567, Monday to Friday from 8:00 AM to 9:00 PM, Eastern Time.

Payoff Department
Carrington Mortgage Services, LLC

¹An itemization of the Other Unpaid Expenses will be listed on the following page(s) of this payoff quote.