

Jeremy L. Bass, Perforce Pro Se  
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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT  
FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY

DPW ENTERPRISES LLC and MOUNTAIN PRIME  
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

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

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT OF  
MOTION TO WAIVE SUPERSEDEAS BOND**

**ORAL ARGUMENT REQUESTED**

**I. INTRODUCTION**

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, submits this *Memorandum in Support of his Motion to Waive Supersedeas Bond*. The Court's judgment of December 16<sup>th</sup>, 2024, has been appealed, and Defendant seeks relief from the financial burden of a bond to ensure meaningful access to appellate review. The Defendant respectfully requests that the Court waive the bond requirement pursuant to *Idaho Appellate Rule 13(b)*.

**II. LEGAL STANDARD**

Under *Idaho Appellate Rule 13(b)*, courts may waive or reduce the requirement for a supersedeas bond when it is equitable to do so. The bond's purpose is to protect the prevailing party from harm caused by the delay in enforcement but should not create an insurmountable barrier to justice for the appellant. Courts consider:

1. The financial circumstances of the appellant;

2. The degree of risk to the prevailing party;
3. The equities of the case; and
4. The public interest.

### **III. ARGUMENT**

#### **1. Minimal Financial Risk to Plaintiffs**

Plaintiffs face little to no financial risk due to Defendant's ongoing contributions to property upkeep and the nature of their investment:

- a. **Bid Recovery:** Plaintiffs purchased the property at a trustee's sale for \$165,346.71. If the foreclosure sale is voided, they can recover their bid amount through the trustee or foreclosure fund.
- b. **Property Value:** The property is assessed at \$306,545, and Defendant's diligent maintenance ensures it remains in good condition.
- c. **Temporary Delay:** The appeal will impose only a temporary delay in Plaintiffs' possession, during which their interests are protected.

#### **2. Significant Financial Hardship for Defendant**

Requiring a bond would impose an unjust financial burden on Defendant, who has acted in good faith to maintain the property and protect tenant rights:

- a. **Monthly Expenses:** Defendant covers approximately \$600 per month in property-related costs, including taxes, insurance, utilities, and tenant accommodations.
- b. **Rental Income Loss:** Defendant receives only \$200 of the \$700 monthly rent, further straining his financial resources.
- c. **Equity Risk:** The property represents over \$400,000 in equity for Defendant, and requiring a bond would exacerbate financial hardship and threaten Defendant's ability to pursue appellate relief.

### 3. Equitable Considerations Support Waiver

Public policy and the equities of the case favor granting the waiver:

- a. Access to Justice: Imposing a bond would create a financial barrier, effectively denying Defendant the right to appeal and undermining the principles of fairness and equity.
- b. Unjust Enrichment: Plaintiffs would benefit unfairly from Defendant's financial contributions to maintaining the property, including ensuring tenant rights and property preservation, if enforcement proceeds without appellate review.
- c. Good Faith: Defendant has demonstrated good faith by preserving the property's value and meeting obligations that directly benefit Plaintiffs.

### 4. Public Interest

Granting the waiver serves the public interest by:

- a. Promoting meaningful access to appellate review in foreclosure disputes involving significant property rights;
- b. Preventing unnecessary financial barriers that limit fair resolution of legal issues; and
- c. Encouraging responsible property maintenance and tenant protections during litigation.

## **IV. CONCLUSION**

For the foregoing reasons, Defendant respectfully requests that this Court waive the supersedeas bond requirement. In the alternative, Defendant requests that the bond amount be set at a nominal figure, not exceeding \$1,000, reflecting the minimal risk to Plaintiffs and Defendant's financial circumstances.

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

Jeremy L. Bass  
Defendant-Appellant / Perforce Pro Se

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

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

Jeremy L. Bass  
Defendant-Appellant / Perforce Pro Se

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

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

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**ACKNOWLEDGMENT**

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

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

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

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

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