

FACTS

8. Mr. Bass entered into a loan agreement with Zion's Bank in September 2008 to purchase the property located at 1515 21st Ave., Lewiston, Idaho 83501.

County, Idaho.

7. Venue is proper in this Court because the property at issue is located in Nez Perce pursuant to Idaho Code § 1-202 and 3-104.
6. This Court has jurisdiction over the subject matter of this action and the parties

JURISDICTION AND VENUE

5. Land Title of Nez Perce County ("Land Title") is a title company.
4. Bank of America ("BOA") is a financial institution.
3. Carrington Mortgage Services ("Carrington") is a servicing company for Bank of America, as a trustee on behalf of Bank of America in relation to the sale of the property.
2. Michael Newell, ESQ. ("Mr. Newell") is the individual from Idea Law Group who is acting Idaho 83501.
1. Jeremy L. Bass ("Mr. Bass") is an individual who resides at 1515 21st Ave., Lewiston,

PARTIES

COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF; DAMAGES

Case No. CV 3522 1875

Defendants.

America

Michael Newell, ESQ. AT IDEA LAW GROUP LLC, Carrington Mortgage Services, and Bank of

V.
Plaintiff,
DIANE ASH
CLERK OF THE DIST CT
PATTY O'WEEKS
DEPUTY

2022 DEC 27 P 3:45

Jeremy L. Bass,

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

9. The loan was subsequently acquired by BOA a few months later, to which the Plaintiff
was just told to make payments to the Bank.
10. Mr. Bass made payments on the loan until 2019, when he entered into a forbearance
agreement with Carrington due to financial hardship stemming from his termination
from Washington State University and the COVID-19 pandemic.
11. It was during this forbearance period that Carrington noticed an issue with the loan and
began to push Mr. Bass to sign backdated deeds of trust from 2012, claiming they just
needed "fresh ink."
12. Carrington's actions, including offering Mr. Bass a bribe of \$100 to sign the backdated
documents, signal that they knew that Mr. Bass was not in an enforceable agreement
and sought to avoid repayment by tricking Mr. Bass into signing a new
wet-linked note.
13. Mr. Bass did not sign the backdated documents and instead sought clarification from
the title company, Land Title, which provided him with a letter of full recourse
showing that the debt had been satisfied.
14. Mr. Bass was not made aware of the letter of full recourse at any time prior to this
despite being presented with the fact that the debt had been satisfied.
15. Despite being presented with the letter of full recourse, Mr. Newell, acting on
behalf of BOA, brought forth a new deed of trust.
16. Upon reviewing the new deed of trust, it is clear that the signature on the document is
not Mr. Bass's and there are notable issues indicating that it was not Mr. Bass who
signed it as well as raising questions of validity and enforceability in any state it's in.
17. Mr. Newell and BOA have not provided an original copy of any documents related to the
loan or the new deed of trust.
18. On August 19, 2022, the Nez Perce County Sheriff served Mr. Bass with a notice of
default.
19. Mr. Bass timely responded to the notice of default by sending a letter of dispute via
certified mail on September 1, 2022.
20. Mr. Newell acknowledged being told there was a letter of dispute sent on September 1st
on a recorded phone call in October 2022 where he was alerted to the mail loop and
reminded that it could be picked up at the post office.
21. Mr. Newell also acknowledged that the letter of full recourse was valid and in fact
in subsequent email correspondence.
22. Despite this, Mr. Newell proceeded with the trustee's sale of the property, scheduled
for December 30, 2022.
23. Mr. Bass sent a cease and desist letter on December 12, 2022, demanding that the sale
be halted.

homeowner.

35. The public interest would be served by issuing a temporary restraining order, as it would prevent the sale of a home under disputed circumstances and protect the rights of the homeowner.

suffer if the sale is prevented.

34. The balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the sale is allowed to proceed far outweighs any harm that the Defendants may suffer if the sale is prevented.

33. The harm that Mr. Bass will suffer if the sale is allowed to proceed is imminent and irreparable.

for December 30, 2022.

32. Mr. Bass is entitled to injunctive relief to halt the sale of the Property scheduled through 30 as if fully set forth herein.

31. Mr. Bass incorporates by reference the allegations set forth in Paragraphs 1

(For Injunctive Relief)

FIRST CAUSE OF ACTION

irreparable harm to Mr. Bass.

30. A temporary restraining order is necessary to preserve the status quo and prevent homeowner.

29. The public interest would be served by issuing a temporary restraining order, as it would prevent the sale of a home under disputed circumstances and protect the rights of the homeowner.

suffer if the sale is prevented.

28. The balance of hardships weighs heavily in favor of Mr. Bass, as the harm that he will suffer if the sale is allowed to proceed far outweighs any harm that the Defendants may suffer if the sale is prevented.

27. There is no adequate remedy at law for the harm that Mr. Bass will suffer if the sale of the Property is allowed to proceed.

invested into the property.

26. The Defendants' actions have caused, and will continue to cause, Mr. Bass irreparable harm, as he will lose his home and his investment in the Property if the sale is allowed to proceed effectively making the Plaintiff homeless and in a state that is impossible to gain shelter of his own with the damage to the credit scores and his life savings being invested into the property.

good faith and fair dealing.

25. The Defendants' actions constitute a breach of contract and a breach of the duty of aware of this issue.

24. The address provided by Mr. Newell for Mr. Bass's response to the notice of default led to a forwarding loop that has been ongoing since September 1, 2022. Mr. Newell was

SECOND CAUSE OF ACTION

A. A temporary restraining order enjoining the Defendants, their agents, servants, employees, and attorneys, and all persons acting in concert or participation with them, from proceeding with the sale of the Property scheduled for December 30, 2022;

WHEREFORE, Mr. Bass prays for the following relief:

PRAYER FOR RELIEF

45. Mr. Bass is also entitled to recover any and all other damages that may be proven at trial.
44. Mr. Bass is entitled to recover damages for the Defendants' breach of contract and breach of the duty of good faith and fair dealing.
43. The Defendants' actions also constitute a breach of contract and a breach of the duty of good faith and fair dealing.
42. Mr. Bass is also entitled to recover the costs of this action, including reasonable attorney's fees.
41. Mr. Bass is entitled to recover these damages from the Defendants.
40. As a result of the Defendants' actions, Mr. Bass has suffered damages in the form of overpayments on the loan, tax obligations and correction costs, and other damages.
39. Mr. Bass incorporates by reference the allegations set forth in paragraphs 1 through 38 as if fully set forth herein.

(For Damages)

THIRD CAUSE OF ACTION

38. Mr. Bass is entitled to a declaration from this Court that the debt on the Property has been satisfied and that the Defendants have no right to proceed with the sale of the Defendants regarding the ownership and debt status of the Property.
37. There is a current, actual, and justiciable controversy between Mr. Bass and the Defendants as to the ownership and debt status of the Property.
36. Mr. Bass incorporates by reference the allegations set forth in paragraphs 1 through 35 as if fully set forth herein.

(For Declaration Relief)

FOURTH CAUSE OF ACTION

Lewiston, Idaho 83501

1515 21st Ave.

Pro Se

Jeremy L. Bass

Respectfully submitted,

DATE: December 27, 2022

their actions.

J. That where able, charges and appropriate actions be taken against the defendants for

I. Grant such other and further relief as the Court deems just and proper.

Defendants have no right to sell the Property; and

H. Declare that the Plaintiff, Mr. Bass is the rightful owner of the Property and that the

G. Order the Defendants to cover costs and facilitate any work needed to correct the tax implications, issues, debts, and or losses from past returns that should have been earned by the Plaintiff

F. Order the Defendants to cover the costs and do the work to reset Mr. Bass's credit to a perfect score;

E. The costs of this action, including reasonable attorney's fees or the average cost of fees for compensation of Plaintiff's time and efforts;

D. Damages in an amount to be proven at trial, including but not limited to any costs and expenses incurred in connection with this action;

C. A declaration that the debt on the Property has been satisfied and that the Defendants have no right to proceed with the sale of the Property;

B. A preliminary and permanent injunction enjoining the Defendants, their agents, servants, employees, and attorneys, and all persons acting in concert or participation with them, from proceeding with the sale of the Property;

further notice. A letter to the judge is not an appropriate written response.
 If you do not file a written response the court may enter a judgment against you without further notice.
 83501 (208)799-3040 within 21 days from the service of this Summons.
 Petition or appropriate Rule 502 I.R.F.L.P. Motion) to the Petition at the Court Clerk's office
 If you want to defend this lawsuit, you must file a written response (Response to the
 for the above-listed District Court at: Mailing address, physical address (if different from the mailing
 address) and telephone number of the district court clerk, P.O. Box 896, 1230 Main, Lewiston, ID
 Petition or appropriate Rule 502 I.R.F.L.P. Motion) to the Petition at the Court Clerk's office
 If you want to defend this lawsuit, you must file a written response (Response to the
 if you do not file a written response the court may enter a judgment against you without further notice unless you respond. Read the information below.

- Joint Temporary Restraining Order (Property)
 Joint Temporary Restraining Order (Children)
 Order to Attend Parent Education program

Served with this Summons is/are copy/copies of the Petition

NOTICE: You have been sued. The court may enter judgment against you without further notice unless you respond. Read the information below.

Petitioner,	Jereemy L. Bass
Case No. CV 35221875	VS.
Respondent.	
BOA (Book of Answers)	

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

Full Name of Party Filing Document	Jereomy Bass
Mailing Address (Street or Post Office Box)	1515 21st Ave
City, State and Zip Code	Lewisboro, ID 83501
Telephone	208-549-9584
Email Address (if any)	quenfum.j.l.bass@radialio

Deputy Clerk

By:

DIANE ASH

CLERK OF THE DISTRICT COURT

Dated this 27th day of December 2013

legal rights.

If you are considering talking to an attorney, you should do so quickly to protect your
of the District Court.

To determine whether you must pay a filing fee with your response, contact the Clerk
party's attorney (at the address listed above), and prove that you did.

You must mail or deliver a copy of your response to the moving party or the moving
defenses you have.

If your written response is a Response to the Petition, it must state the things you
agree with and those you disagree with that are in the Petition. You must also state any

attorney's name, mailing address and telephone number, and the title and number of this
case.

The written response must comply with Rule 207 and other Idaho Rules of Family Law
Procedure and include: your name, mailing address and telephone number, or your
attorney's name, mailing address and telephone number, and the title and number of this

1. Plaintiff is the owner of the property located at 1515 21ST AVE. LEWISTON ID 83501-3926.
2. This is an action for declaratory relief, breach of contract, and violation of the Consumer Protection Act and the Fair Credit Reporting Act, arising out of the Defendants' efforts to sell the property located at 1515 21st Ave., Lewiston, Idaho 83501, which the Plaintiff owns and occupies as his primary residence.
3. The Defendants have scheduled the sale of the property for December 30, 2022.
4. The Plaintiff timely responded to the notice of default, but the address provided by the Defendants for the Plaintiff's response led to a forwarding loop that has been ongoing since September 1, 2022. Defendant Michael Newell, ESQ, was aware of this issue.
5. The Plaintiff has attempted to secure legal representation but has been unable to do so due to conflicts of interest.
6. The sale of the property would cause irreparable harm to the Plaintiff, as he would lose his home and his investment in the property.
7. There is no adequate remedy at law for the harm that the Plaintiff will suffer if the sale of the property is allowed to proceed.

As grounds for this request arise from the Complaint and in summary Plaintiff alleges the following:

Plaintiff Jeremy L. Bass respectfully requests that this Court issue a temporary restraining order (TRO) prohibiting Defendants from proceeding with the scheduled trustee's sale of the property located at 1515 21ST AVE. LEWISTON ID 83501-3926.

REQUEST FOR TEMPORARY RESTRAINING ORDER

CIVIL ACTION NO. [xxx] CV 35221875

Defendants.

CARRINGTON MORTGAGE,

BANK OF AMERICA, MICHAEL NEWELL, ESQ AT IDEA LAW GROUP LLC, and

vs.
CLERK OF THE DIST CT
PARTY OF WEEKS
DANE ASH DEPUTY

Jeremy L. Bass, Plaintiff,

FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE
JULY 27 P 3:15

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
FILED

Lewiston, Idaho 83501

1515 21st Ave.

Pro Se

Jeremy L. Bass

Respectfully submitted,

DATED: December 27, 2022

whichever is earlier.

C. Setting the matter for a hearing on the Plaintiff's request for a preliminary injunction within 120 days or until the matter can be heard on the merits,

B. Prohibiting the Defendants from proceeding with the sale of the property; and

A. Halting the trustee's sale of the property scheduled for December 30, 2022;

WHEREFORE, Plaintiff respectfully requests that this Court issue a temporary restraining order prohibiting the sale of the property located at 1515 21ST AVE. LEWISTON ID 83501-3926, and any other relief the Court deems just and proper:

11. In light of the actions of the defendants, the Plaintiff is requesting that the TRO is set to 120 days in order to ensure that all respect due to all parties is able to be achieved with out additional burdens.

10. A temporary restraining order is necessary to preserve the status quo and prevent irreparable harm to the Plaintiff.

9. The public interest would be served by issuing a TRO, as it would prevent the sale of a home under disputed circumstances and protect the rights of the homeowner.

8. The balance of hardships weighs heavily in favor of the Plaintiff, as the harm that he will suffer if the sale is prevented.