

# Full Timeline for 1515 21st Ave., Lewiston, ID 83501

## Timeline of Events

This timeline includes all the dates mentioned in the sources, even if they seem insignificant. Some dates, such as notary dates and recording dates, may not be essential to the legal arguments but are included for completeness.

1. September 4<sup>th</sup>, 2008:
  1. Jeremy Bass obtains a loan from Zion's First National Bank, secured by a Deed of Trust (760926) for \$148,418.00 at 6.375% interest.
  2. This Deed of Trust names Mortgage Electronic Registration Systems, Inc. (MERS) as the beneficiary, acting as nominee for Zion's First National Bank.
2. September 5<sup>th</sup>, 2008:
  1. Roger and Patricia Tuddy convey the property to Jeremy L. Bass via a Warranty Deed (760924).
  2. Aimee M. Bass relinquishes any interest in the property through a Quitclaim Deed (760925) to Jeremy L. Bass.
3. September 8<sup>th</sup>, 2008:
  1. Recorded in Nez Perce County:
    1. The Warranty Deed (760924).
    2. The Quitclaim Deed (760925).
    3. The Deed of Trust (760926).
4. October 1<sup>st</sup>, 2008:
  1. Countrywide issues a Notice of Transfer, indicating that Zion's First National Bank transferred the loan associated with Deed of Trust 760926 to Countrywide for \$146,418.00 at 6.375% interest.
5. November 1<sup>st</sup>, 2008:
  1. The Countrywide Notice of Transfer is effective.
6. October 1<sup>st</sup>, 2009:
  1. Bank of America, N.A. (BoA) issues a Transfer Notice, signifying the transfer of the loan from Countrywide to BoA.
7. November 9<sup>th</sup>, 2009:
  1. The BoA Transfer Notice is effective.
8. October 16<sup>th</sup>, 2009:
  1. Jeremy Bass is purported to have signed a promissory note to BoA for \$148,614.00 with an interest rate of 5.000% but not recorded or notarized.
  2. Deed of trust signed by JLB.
9. October 23<sup>rd</sup>, 2009:
  1. Lianne Bingman, a notary public in Nez Perce County, notarizes a Deed of Trust (774964).
  2. This Deed of Trust names BoA as the lender and lists Jeremy Bass.
10. October 30<sup>th</sup>, 2009:
  1. The Deed of Trust (774964) is recorded in Nez Perce County.
  2. BoA issues a Transfer Notice, indicating the transfer of the loan to BAC Home Loans Servicing, LP.
11. December 1<sup>st</sup>, 2009:
  1. The promissory note between Jeremy Bass and BoA is effective but not recorded.

2. The BoA Transfer Notice to BAC is effective.
12. November 2<sup>nd</sup>, 2009:
  1. Recontrust Company, N.A. is appointed as the successor trustee under Deed of Trust 760926.
13. November 10<sup>th</sup>, 2009:
  1. A Letter of Full Reconveyance (775252) for Deed of Trust 760926 is recorded, indicating the loan has been fully satisfied.
14. March 20<sup>th</sup>, 2012:
  1. Recontrust Company, N.A. prepares an Assignment of Deed of Trust (799540), which purports to transfer MERS's interests in Deed of Trust 774964 to BoA.
15. March 30<sup>th</sup>, 2012:
  1. The Assignment of Deed of Trust (799540) is recorded in Nez Perce County.
16. September 14<sup>th</sup>, 2012:
  1. Carrington Mortgage Services (CMS) provides a Loan Modification Agreement and two Subordinate Notes to Jeremy Bass.
  2. None of these documents are recorded.
  3. The Loan Modification Agreement sets the loan principal at \$142,709.46 with an interest rate of 4.375%.
  4. It is unclear if Jeremy Bass signed the Loan Modification Agreement or the Subordinate Notes.
17. June 9<sup>th</sup>, 2014:
  1. One of the Subordinate Notes is effective.
18. September 28<sup>th</sup>, 2012:
  1. The other Subordinate Note and the Loan Modification Agreement are effective.
19. October 7<sup>th</sup>, 2017:
  1. CMS sends Jeremy Bass a Notice of Servicing Transfer, informing him that BoA has transferred servicing rights for his loan to CMS.
  2. This document lists the unpaid principal balance of the loan as \$136,104.14.
20. December 31<sup>st</sup>, 2019:
  1. CMS sends a new loan packet to Jeremy Bass, backdated to September 1, 2012.
  2. This packet is associated with the alleged \$142,709.46 loan at 4.375% interest, allegedly modified in September 2012.
  3. It is unclear what documents were included in this packet, but CMS offers Jeremy Bass a \$100.00 bribe to sign.
21. July 1<sup>st</sup>, 2020:
  1. CMS grants Jeremy Bass forbearance on his loan due to the COVID-19 pandemic.
22. July 31<sup>st</sup>, 2020:
  1. CMS sends a COVID-19 Forbearance Letter to Jeremy Bass.
23. January 1<sup>st</sup>, 2021:
  1. The legal forbearance period for FHA loans ends, although borrowers with loans that entered forbearance before June 30, 2020, are eligible for an 18-month forbearance period.
24. March 15<sup>th</sup>, 2022:
  1. CMS provides Jeremy Bass with a loan modification, adjusting his principal balance to \$113,644.27 with an interest rate of 3.875%.
25. March 16<sup>th</sup>, 2022:
  1. The CMS loan modification is effective.
26. May 31<sup>st</sup>, 2022:

1. CMS extends Jeremy Bass's forbearance period to 23 months, pushing the end date to May 31, 2022.
27. June 18<sup>th</sup>, 2022:
  1. CMS notifies Jeremy Bass that his forbearance plan has ended.
  2. CMS issues a Notice of Intent to Foreclose to Jeremy Bass.
28. August 2<sup>nd</sup>, 2022:
  1. BoA appoints IDEA Law Group LLC as the successor trustee on the Deed of Trust (774964).
  2. This appointment is recorded on August 9, 2022, as Instrument No. 902078.
29. August 16<sup>th</sup>, 2022:
  1. A Notice of Default (902262) associated with Deed of Trust 774964 is recorded in Nez Perce County.
  2. This Notice names CMS as the beneficiary and lists the unpaid principal balance as \$112,136.62 with an interest rate of 4.375%.
30. August 17<sup>th</sup>, 2022:
  1. The Notice of Default is effective.
31. August 19<sup>th</sup>, 2022:
  1. IDEA Law Group prepares an Affidavit of Compliance with Idaho Code 45-1506©.
  2. This affidavit is recorded on November 16, 2022, as Instrument No. 904187.
32. August 23<sup>rd</sup>, 2022:
  1. IDEA Law Group prepares an Affidavit of Compliance, recorded on November 16, 2022, as Instrument No. 904188.
33. August 24<sup>th</sup>, 2022:
  1. IDEA Law Group prepares an Affidavit of Publication, recorded on November 16, 2022, as Instrument No. 904190.
  2. This affidavit confirms that the Notice of Trustee's Sale was published in accordance with Idaho law.
34. August 31<sup>st</sup>, 2022:
  1. The Nez Perce County Sheriff serves the Notice of Default and Notice of Trustee's Sale on Jeremy Bass.
  2. The Sheriff prepares an Affidavit of Service, recorded on November 16, 2022, as Instrument No. 904189.
35. September 14<sup>th</sup>, 2022:
  1. The Affidavit of Publication, confirming the publication of the Notice of Trustee's Sale, is effective.
36. November 16<sup>th</sup>, 2022:
  1. IDEA Law Group prepares an Affidavit of Mailing, recorded as Instrument No. 904186.
  2. This affidavit confirms that the Notice of Default and Notice of Trustee's Sale were mailed to Jeremy Bass.
37. December 12<sup>th</sup>, 2022:
  1. Jeremy Bass sends a Cease and Desist Letter to IDEA Law Group and Michael J. Newell, a lawyer with IDEA Law Group.
38. December 27<sup>th</sup>, 2022:
  1. Jeremy Bass files a Complaint and Summons against IDEA Law Group in Nez Perce County Case No. CV35-22-1875.
  2. Attempts are made to serve these documents on Michael J. Newell, but they are sent to the wrong address.
39. December 30<sup>th</sup>, 2022:

1. A Trustee's Sale is scheduled but later postponed.
40. January 3<sup>rd</sup>, 2023:
  1. IDEA Law Group prepares an Affidavit of Mailing and a Notice of Postponed Trustee's Sale.
  2. This affidavit, recorded on January 6, 2023, as Instrument No. 905033, confirms that the Notice of Postponed Trustee's Sale was mailed to Jeremy Bass.
41. January 6<sup>th</sup>, 2023:
  1. The Affidavit of Mailing and Notice of Postponed Trustee's Sale are effective.
42. January 17<sup>th</sup>, 2023:
  1. Michael J. Newell files a Motion to Dismiss and Strike the Summons and Complaint filed by Jeremy Bass in Nez Perce County Case No. CV35-22-1875.
43. January 26<sup>th</sup>, 2023:
  1. A hearing is held on Michael J. Newell's Motion to Dismiss and Strike.
44. February 17<sup>th</sup>, 2023:
  1. Judge Mark T. Monson issues an Opinion and Order on Michael J. Newell's Motion to Dismiss and Strike.
  2. The Motion to Dismiss is denied, but the Motion to Strike is granted.
45. February 23<sup>rd</sup>, 2023:
  1. BoA appoints Randall Szabo of IDEA Law Group LLC as the successor trustee on the Deed of Trust (774964).
  2. This appointment is recorded on March 9, 2023, as Instrument No. 906092.
46. March 9<sup>th</sup>, 2023:
  1. Judge Mark T. Monson denies Jeremy Bass's motion for reconsideration.
47. May 19<sup>th</sup>, 2023:
  1. 20:16 Glenda Morlan sends a message to Mr. Bass over Meta's Messenger app
48. May 20<sup>th</sup>, 2023:
  1. 07:19 Mr. Bass engages with Mrs. Morlan over Meta's Messenger app
  2. 14:13 Mrs. Morlan Calls Mr. Bass on Messenger using the audio chat feature which Mr. Bass has part of the recording before the battery died, annotated moments after the end of the call
49. January 29<sup>th</sup>, 2024:
  1. An Affidavit of Mailing (912340) is recorded, confirming a postponed Trustee's Sale.
50. February 28<sup>th</sup>, 2024:
  1. Jeremy Bass releases the property to Dwayne Pike for a 2 year period.
51. February 29<sup>th</sup>, 2024:
  1. A Trustee's Sale is conducted. DPW Enterprises LLC and Mountain Prime 2018 LLC purchase the property for \$165,346.71.
    1. The sale is conducted by IDEA Law Group LLC,
    2. Debbie Lawrence, a real estate agent from Moscow, Idaho, attending the sale and bidding on behalf of the Plaintiffs.
    3. only two people besides Mr. Bass at the auction with printed checks
    4. We know there is at least one other highly interested
52. March 1<sup>st</sup>, 2024:
  1. Janice R. Cash-Lyons, a notary public in Florida, notarizes a Trustee's Deed (912874).
  2. This deed officially conveys the property to DPW Enterprises LLC and Mountain Prime 2018 LLC.
53. March 4<sup>th</sup>, 2024:
  1. The Trustee's Deed (912874) is recorded in Nez Perce County.

54. March 21<sup>st</sup>, 2024:
  1. Lewis N. Stoddard, attorney for DPW Enterprises LLC and Mountain Prime 2018 LLC, sends an incomplete Notice to Vacate to Jeremy Bass and Dwayne Pike, demanding they vacate the property within three days.
55. March 25<sup>th</sup>, 2024:
  1. Jeremy Bass and Dwayne Pike receive the incomplete Notice to Vacate.
56. March 26<sup>th</sup>, 2024:
  1. Dwayne Pike calls Lewis N. Stoddard, requesting 90 days to vacate the property under the Protecting Tenants at Foreclosure Act (PTFA).
57. March 28<sup>th</sup>, 2024:
  1. Jeremy Bass contacts Lewis N. Stoddard, asserting that Dwayne Pike is entitled to 90 days to vacate under the PTFA.
58. April 18<sup>th</sup>, 2024:
  1. Approx. 14:45 A LPD officer walks up to the property, followed by two more trying to coax Mr. Bass off the property
  2. The third officer on scene comes back from his rig and tells the second officer on scene that he was just told by the one making the call had just told him that there was no valid eviction notice, nor had anyone been served on the property with any valid eviction notice.
  3. Approx. 15:05 LPD said it sounded like this was a civil matter and left.
59. May 2<sup>nd</sup>, 2024:
  1. Jeremy Bass sends a follow-up email to authorities regarding potential legal violations associated with the foreclosure.
60. July 8<sup>th</sup>, 2024:
  1. Lewis N. Stoddard drafts a Complaint for Ejectment and Restitution of Property.
61. July 9<sup>th</sup>, 2024:
  1. DPW Enterprises LLC and Mountain Prime 2018 LLC file the Complaint for Ejectment and Restitution of Property in Nez Perce County Court.
62. August 13<sup>th</sup>, 2024:
  1. Jeremy Bass files a Motion for Appointment of Co-Counsel.
63. September 16<sup>th</sup>, 2024:
  1. DPW Enterprises LLC and Mountain Prime 2018 LLC file a Motion for Summary Judgment.
64. September 17<sup>th</sup>, 2024:
  1. Status conference held over Zoom
65. September 20<sup>th</sup>, 2024:
  1. Court orders a denying Appointment of Co-Counsel Denied to defendant Bass
66. October 1<sup>st</sup>, 2024:
  1. Mr. Pike's counsel files responses
67. October 7<sup>th</sup>, 2024:
  1. Mr. Bass files a request to move the hearing for the 15<sup>th</sup> by 2 weeks
68. October 8, 2024:
  1. Hearing on motion to dismiss over Zoom.
69. October 15, 2024:
  1. Mr. Bass files Aff.
70. October 16<sup>th</sup>, 2024:
  1. The plaintiffs had the water turned off, and the water was back on later the next day.
71. October 18, 2024:

1. OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE SUMMONS AND COMPLAINT - DENIED
72. October 21<sup>st</sup>, 2024:
  1. Mr. Bass files a response to the files given on Sun Oct 20<sup>th</sup> giving a 1 day turn around for any hope to response to the plaintiff's allegations
73. October 22<sup>nd</sup>, 2024:
  1. 10:00 A hearing is held for the Plaintiffs' Motion for Summary Judgment over Zoom, Mr. Bass' filings from the date before were rejected in whole with no review at all of the information
  2. Mr. Bass meets with Mr. Nagy over the reason for the conflict of interest issue with me and the case
74. November 1<sup>st</sup>, 2024:
  1. Mr. Bass drops off a copy of the AFF. from DPW that admits to the collusion
75. November 5<sup>th</sup>, 2024:
  1. Judge Michelle M. Evans grants the Plaintiffs' Motion for Summary Judgment.
76. November 6<sup>th</sup>, 2024:
  1. Jeremy Bass files a Motion for Reconsideration and a Motion for Stay Until Final Judgment After Reconsideration and Appeal.
77. November 19<sup>th</sup>, 2024:
  1. Mr. Bass files requested rescheduled from Dec 10 to Dec 6
78. December 6<sup>th</sup>, 2024:
  1. A hearing is rescheduled from the 10th for Jeremy Bass's Motion for Reconsiderations

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### Comprehensive Summary of Material Facts

This detailed summary consolidates key material facts, legal precedents, and procedural irregularities surrounding the trustee's sale of Jeremy Bass's property at 1515 21st Avenue, Lewiston, Idaho. It emphasizes that multiple defects, if true, render the sale void ab initio, precluding any rights to transfer or protect subsequent purchasers.

#### **Article I. 1. Fundamental Issues Invalidating the Sale**

The trustee sale conducted on February 29, 2024, suffers from multiple substantive and procedural defects that collectively render it void from inception. Defendant Jeremy Bass highlights several factors that invalidate the sale under Idaho law, asserting that no rights could transfer to the Plaintiffs due to these flaws.

1. **No Valid Default:**
2. Defendant contends that no default existed, as part performance of verbal agreements with the mortgage servicer effectively nullified foreclosure proceedings. Payments toward property taxes and insurance were made as part of an agreement to resolve the debt, making the foreclosure unauthorized under Idaho Code.
3. **Wrong Instrument Used:**
4. The foreclosure relied on an incorrect or incomplete instrument, contradicting statutory requirements. Discrepancies between recorded instruments and the documents used in the foreclosure undermine the legal foundation of the sale.
5. **Collusion and Bid Rigging:**

6. Plaintiffs, in coordination with the trustee, engaged in pre-auction arrangements to manipulate bidding outcomes. Evidence includes pre-printed checks matching bid amounts and prior communications discussing the auction process. Such actions violate the principles of fair and open bidding required under Idaho law.
7. **Breach of Trustee Obligations:**
8. The trustee failed to act impartially, allowing a sale tainted by collusion and irregularities. The trustee's conduct violated fiduciary duties, rendering the sale fundamentally flawed.
9. **Procedural Irregularities:**
10. The sale did not adhere to Idaho Code requirements, such as providing transparent notice of auction terms and ensuring competitive bidding. These procedural defects, if proven, independently invalidate the sale.

## **Article II. 2. Title Chain and Recording Issues**

Defendant asserts that the title chain contains significant defects that cast doubt on the Plaintiffs' claim to ownership:

1. **Letter of Full Reconveyance:**
2. A Letter of Full Reconveyance was recorded in 2009, reflecting satisfaction of the original loan. This document is the last undisputed and properly recorded instrument in the chain of title. Any subsequent foreclosure action would need to address this reconveyance, but the Plaintiffs' claim bypasses its implications entirely.
3. **Unrecorded and Contradictory Instruments:**
4. The instrument purportedly authorizing the foreclosure was not properly recorded, and its terms conflict with previously recorded documents. Idaho Code § 55-809 requires all instruments affecting real property to be recorded; failure to comply undermines the validity of subsequent transactions.
5. **Break in Chain of Title:**
6. Plaintiffs claim title through a trustee's deed following the February 29, 2024, auction. However, Defendant alleges that the sale was void due to procedural and substantive defects, meaning no valid title could have passed. Without a valid transfer, the Plaintiffs' claim lacks legal foundation.

## **Article III. 3. Judicial Precedents Supporting Void Sale**

Defendant relies on case law to argue that the sale is void from inception, precluding any transfer of rights to the Plaintiffs:

1. **Void Ab Initio Doctrine:**
2. *Taylor v. Just* establishes that foreclosure sales failing to comply with statutory requirements are void ab initio. A void sale has no legal effect and cannot confer title to purchasers, regardless of their good faith or payment of value.
3. **Good Faith Purchaser Protections Limited:**
4. *Baker v. Nationstar* clarifies that protections for bona fide purchasers under Idaho Code § 45-1508 do not extend to sales marred by substantive defects, such as fraud or lack of default. Plaintiffs' knowledge of defects disqualifies them from claiming these protections.

5. **Material Irregularities:**
6. *Spencer v. Jameson* holds that foreclosure sales can be invalidated based on material irregularities, regardless of whether harm to the grantor is demonstrated. Defendant's evidence of bid rigging, collusion, and procedural violations supports such a finding.
7. **Trustee Duties and Fair Auctions:**
8. Idaho law, reinforced by decisions like *Idaho Power v. Benj. Houseman*, requires trustees to conduct auctions impartially and in good faith. Any deviation, such as allowing pre-arranged bids, voids the sale.

#### **Article IV. 4. Multiple Independent Grounds for Void Sale**

Several independent issues, each sufficient to render the sale void, highlight the severity of the defects:

1. **Lack of Default:**
2. Foreclosure sales require a valid default. If no default existed due to part performance or errors in servicing, the foreclosure and sale are unauthorized.
3. **Collusion and Bid Manipulation:**
4. Pre-auction coordination, including pre-printed checks and prior discussions between Plaintiffs and the trustee, violated the principles of competitive bidding. Such actions breach antitrust laws and invalidate the sale.
5. **Improper Use of Instruments:**
6. Using incorrect or conflicting instruments undermines the legal basis of the foreclosure, voiding subsequent transactions.
7. **Procedural Non-Compliance:**
8. The trustee sale failed to meet statutory requirements for transparency, notice, and bidding practices, independently voiding the sale.
9. **Break in Title Chain:**
10. Plaintiffs' claim to title is based on a void trustee's deed, leaving them without legal ownership. A defective title chain precludes enforcement of any claims derived from the sale.

#### **Article V. 5. Broader Legal Implications**

Defendant alleges violations of state and federal laws that further undermine Plaintiffs' claims:

1. **Antitrust Violations:**
2. Collusion and bid manipulation breach the Sherman Antitrust Act, which prohibits agreements that restrain trade or suppress competition in auctions. These violations necessitate federal jurisdiction and invalidate the auction results.
3. **Trustee Misconduct:**
4. The trustee's failure to act impartially breaches fiduciary duties, exposing all parties to legal liabilities. Such misconduct invalidates the foreclosure and subsequent sale.
5. **Impact on Public Auctions:**
6. The alleged irregularities compromise the integrity of public auctions, undermining their purpose as transparent and competitive processes.

#### **Article VI. 6. Relief Sought**



Defendant seeks:

1. Reconsideration of the court's summary judgment ruling under Idaho Rule of Civil Procedure 11.2(b).
2. A stay of enforcement pending reconsideration and appeal.
3. Invalidation of the trustee's sale based on procedural and substantive defects.
4. Recognition that Plaintiffs cannot claim bona fide purchaser status.
5. Dismissal or transfer of the case to federal court due to antitrust violations.

## **Article VII. Conclusion**

The trustee sale of 1515 21st Avenue is void due to multiple defects, including lack of default, collusion, procedural violations, and breaks in the title chain. Plaintiffs' claims are unsupported by valid title or legal protections, as the sale had no legal effect from inception. Defendant urges the court to revisit its judgment, emphasizing the principles of statutory compliance, fair auctions, and property rights.

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importance of what a public auction means

It's vital for everything in 'MEMORANDUM IN SUPPORT OF RECONSIDERATION' to be considered. Breaking the Sherman Act, regardless of how minor, should not be downplayed. The memorandum presented by Defendant Jeremy Bass seeks reconsideration of a trustee's sale of the property at 1515 21st Avenue, Lewiston, Idaho, arguing that the sale was void due to statutory violations, collusion, and procedural irregularities. Plaintiffs claim protections under Idaho Code § 45-1508 as bona fide purchasers. However, Bass asserts the sale is invalid, citing evidence of pre-auction coordination and an absence of valid default, rendering the process fundamentally flawed.

Key points include:

- Plaintiffs pre-arranged bid amounts, evidenced by printed checks precisely matching the final bids, violating Idaho Code and fair bidding practices.
- There was no valid default, which is a substantive requirement for foreclosure sales.
- Case law, including *Taylor v. Just*, *Baker v. Nationstar*, and *Spencer v. Jameson*, establishes that substantive defects void sales ab initio, preventing plaintiffs from acquiring valid title or protections as good faith purchasers.

The memorandum provides detailed analysis:

1. *Taylor v. Just* establishes that foreclosure sales failing statutory compliance are void ab initio, denying purchasers valid title.
2. *Baker v. Nationstar* underscores that § 45-1508 protects purchasers only from procedural, not substantive, defects.
3. *Spencer v. Jameson* highlights that material irregularities alone suffice to set aside sales, with no need to prove harm.

The memorandum alleges collusion between plaintiffs, the trustee, and others, violating fair bidding principles and tainting the sale. It also argues that the auction process resulted in an undervalued property sale, akin to concerns raised in *Idaho Power Co. v. Benj. Houseman Co.* Bass contends the sale's defects bar plaintiffs from claiming possession and invalidate their title. The memorandum concludes by requesting denial of Plaintiffs' motion for summary judgment and invalidation of the trustee's sale, emphasizing the significance of strict statutory compliance and fair auction processes under Idaho law.

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## What to assume as fact

All evidence said to be included was included even if not seen at this time. Mr. Bass was told not to leave and move out of the house by the PA office until a case crossed their desk, as stated in one of the sources. Mr. Bass has tried to get a legal console of any kind, calling over 100 firms in ID, WA, and OR but being told there was a conflict of interest, so he is Perforce Pro Se. The frauds of the original loans are well documented, and it's not even under contention over the letter of full reconveyance, which should have gone to Mr. Bass. The memorandum supporting reconsideration centers on the material facts that substantiate Defendant Jeremy Bass's claim that the trustee's sale of 1515 21st Avenue, Lewiston, Idaho, was invalid. These facts include procedural and substantive defects, collusion, and violations of Idaho foreclosure law. From the provided text, the following can be reasonably assumed based on the material facts presented:

1. **Non-Compliance with Foreclosure Statutes:**
  - The trustee's sale did not strictly adhere to the statutory requirements of Idaho Code §§ 45-1505 and 45-1506.
  - Bass claims no valid default existed at the time of the sale, a fundamental requirement for initiating foreclosure.
2. **Pre-Auction Collusion:**
  - Plaintiffs, DPW Enterprises LLC and Mountain Prime 2018 LLC, coordinated pre-auction bids, evidenced by checks pre-printed with exact bid amounts.
  - This coordination indicates trustee involvement, violating fair auction principles and raising questions about the impartiality of the sale process.
  - Collusion undermines the validity of the auction, making it non-compliant with competitive bidding standards.
3. **Procedural Irregularities:**
  - There was no equitable opportunity for uninvolved bidders, and the sale was conducted in a manner prejudiced against fair competition.
  - Procedural anomalies include the absence of notice corrections or transparency typically required to ensure legitimate auctions.
4. **Breach of Trustee Duties:**
  - The trustee failed to act independently, contributing to a flawed sale process.
  - Breaches included allowing pre-arranged bids and potentially facilitating actions favoring specific bidders.
5. **Inadequate Sale Value:**
  - The property was sold for less than fair market value, raising concerns about the integrity of the bidding process and the trustee's obligations.
  - Under Idaho law, such undervaluation, particularly when coupled with collusion, taints the sale.

6. **Void Nature of the Sale:**
  - Bass argues the sale is void ab initio (invalid from inception) due to the absence of a valid default and statutory non-compliance.
  - Void sales confer no valid title to purchasers, making the Plaintiffs' claims as bona fide purchasers legally untenable.
7. **Good Faith Purchaser Limitations:**
  - Plaintiffs rely on Idaho Code § 45-1508 for protection as good faith purchasers. However, substantive defects, such as lack of default and collusion, void the sale and negate any protections under this statute.
  - Case law, including *Taylor v. Just* and *Baker v. Nationstar*, confirms that good faith purchaser protections apply only to procedural defects, not substantive issues.
8. **Case Law Reinforcing Defendant's Position:**
  - *Spencer v. Jameson* establishes that material irregularities alone justify setting aside foreclosure sales without requiring harm to be proven.
  - *Taylor v. Just* and *Baker v. Nationstar* further clarify that statutory non-compliance and lack of default render sales void.
9. **Burden of Proof Shift:**
  - The plaintiffs' reliance on pre-auction coordination and bid manipulation shifts the burden to them to justify the validity of the sale.
  - These irregularities place doubt on the legality of the foreclosure and call for judicial scrutiny.
10. **Potential Violations of the Sherman Act:**
  - The coordinated bidding could be interpreted as a violation of federal principles of fair commerce and competition under the Sherman Act.
11. Fighting a bias of being a deadbeat:
  - Everyone pretty much just assumes that Mr. Bass didn't pay their mortgage, but that is not the case. He was on forbearance because the fraud was uncovered, and he was questioning things and why CMS was trying to bribe him to commit more mortgage fraud with them by accepting the bribe and signing the loan documents that had false information and backdated for 8 years before. Everyone just does a TL;DR; and thinks, "well what do you expect when you don't pay your mortgage?"

## Article VIII. Conclusions on Material Facts:

The material facts strongly suggest that the trustee's sale was invalid due to statutory violations, procedural irregularities, and substantive defects. The Plaintiffs' claims of being bona fide purchasers fail under Idaho law, as good faith protections do not extend to void sales. The presence of collusion further solidifies Bass's argument that the sale was irreparably compromised. Accordingly, the sale must be set aside, and Plaintiffs' motion for summary judgment denied.

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## Points to account for Details of the case

loss in equity

Data:

- **Original Purchase Price:** \$148,000.00
- **Remaining Loan Balance:** \$165,346.71
- **Current Market Value:** \$311,515.50
- **Foreclosure Sale Price:** \$165,346.71

**Article IX. Step 1: Equity at Current Market Value**

**{Current Market Value} – {Remaining Loan Balance} = {Equity at Market Value}**

**\$311,515.50 – \$165,346.71 = \$146,168.79**

**Article X. Step 2: Equity After Foreclosure Sale**

**{Foreclosure Sale Price} – {Remaining Loan Balance} = {Equity After Foreclosure Sale}**

**\$165,346.71 – \$165,346.71 = \$0**

**Article XI. Step 3: Loss in Equity**

**{Equity at Market Value} – {Equity After Foreclosure Sale} = {Loss in Equity}**

**\$146,168.79 – \$0 = \$146,168.79**

**Article XII. Result:**

- **Equity at Market Value:** \$146,168.79
- **Equity After Foreclosure Sale:** \$0
- **Loss in Equity:** \$146,168.79

## **Loss in Equity: \$146,168.79**

### **Flexibility in with printed checks**

Let's calculate manually the possible sums where the minimum amount (\$168,550.58) must always be included:

#### **Checks:**

- \$168,550.58 (required minimum) the printed check on one
- \$2,000 (just a random amount) check 2
- \$5,000 (just a random amount) check 3

#### **Possible Sums:**

**1. Minimum Only:**

- \$168,550.58

**1. Minimum + \$2,000:**

- \$168,550.58 + \$2,000 = \$170,550.58

**1. Minimum + \$5,000:**

- \$168,550.58 + \$5,000 = \$173,550.58

**1. Minimum + \$2,000 + \$5,000:**

- $\$168,550.58 + \$2,000 + \$5,000 = \$175,550.58$

### **Article XIII. Results:**

- **Total Different Amounts: 4**
- **Possible Sums: \$168,550.58, \$170,550.58, \$173,550.58, \$175,550.58**
- Only 4 options means that if they came up against a Power Bidder, Rapid Fire Bidder, Knockout Bid Bidder,
- Incremental Bidding Bidder, Shadowing Bidder, Pacing Bidder, or a Silent Stare Bidder they would be in trouble before they started, and even if they saw a Feigning Indifference Bidder, Early Anchor Bidder, Sniper Bidder, Momentum Breaker Bidder, Surprise Jumper Bidder, Relay Bidding Bidder, Proxy Play Bidder, All-In Bidder, Tactical Retreat Bidder, Showboater Bidder, Flash Bidder, or really any other bidder that should have shown up with a plus to the step for the auction was to have bid, they would have likely failed before they started which would be a wasted trip from pullman, wa to lewiston, id for the auction.

### **Article XIV. notes**

Mr. Bass is not a service member, and is not a tenant.

In the first case, Mr. Bass sued to stop the sale. In the second case, the plaintiffs started the case while Mr. Bass was trying to find a lawyer.

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Since the plaintiffs got the win on the summary judgment, though, they have been quiet. They have not set a hearing date for the judge to hear and decide on the co-defendant's portion of the suit. It may be because the main defendant files his motion for reconsideration since it's a partial judgment, making it an interlocutory judgment, which you can't appeal without permission, but you can file the motion for reconsideration first before filing the appeal request which if the district judge doesn't at the least rescind the order on the judgment so it can at minimum go to trial, then it will be taking to the Idaho supreme court which can then if they want take the case or at least remend it back to be adjudicated but it's thought that there are many questions that can be asked, and laws challenged may be. It's hard because Mr. Bass has to be a Perforce Pro Se litigant, and he has to raise to the level of not only having a postdoctoral in law but practice time under his belt. That Mr. Bass has kept them from taking his house for nearly 4 years now says a lot. That he kept the trustees at bay for nearly a year while lining up the securing of the house to remove it from the playing field while he battled it was a good try. The tenant pays 700 in rent, but over 450 of that comes from Idaho state housing; they stopped giving Mr. Bass the rent, which is Mr. Bass' income and what he pays the utilities with for the tenant, and has still had to keep the place up.

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Mr. Bass may have yet to find a firm, but he did get to talk with the Jr. Prosecutor at the PA's office, and after telling him everything, he did tell me if it was him, he would suggest I didn't leave out of the house and comply until a case crosses his desk. The local cops, though, think it's

civil even though there are 10-15 civil and criminal violations under Idaho law and 15-20 civil and criminal violations under federal. The plaintiffs are busy trying to make Mr. Bass look like he is some bum not paying his mortgage, and even the judge doesn't buy that after 100 some-odd firms, instead that Mr. Bass is Perforce Pro Se by choice, not that he has had the money to pay off the house, to pay for a lawyer, and has done the right things and reported with tons of evidence.

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It is feared that the likely next move of the plaintiffs is to risk sanctions by trying to move to have Mr. Bass labeled a vexatious litigant as defined in I.C.A.R 59. Mr. Bass is working on drafting counters to it, but he has to spend day and night researching and trying to better his showing so they will stop thinking he just didn't make payments and see the issues past the other side always saying, "Trust me bro" type responses.

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**Article XV. Additional conditions:**

**Article XVI. There is no break in the title where we don't know who was on the property, but there were 2 loans doubled up. What is important is that they reconveyed the property as a way to mask their fraud. But by the dates and the attestation to on the reconveyance saying that the trustee confirmed that the property loan was paid off in full and I owed nothing on the property for that first not. that second note is one they say Mr. Bass took out on my own to pay off the FHA loan with an FHA loan. The question is, where did the money go if they had the property paid off then I took out a loan, but I never got the money, so where did that money go?**

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**Article XVII. Mr. Bass has contacted over 100 firms in ID, WA, and OR and has only been told that there is a conflict of interest. The developer who tried to scare me into selling them ahead of the public auction told me that the reason**

**why I was having a hard time was that the bank played a round-robin with the firms making the contracts, so they made it a conflict of interest. He is Perforce Pro Se because of this issue. Even Idaho State Legal Aid(ISLA) said they had a conflict of interest, and oddly enough, they are representing the tenant, who is the co-defendant, Mr. Pike, but ISLA can't touch Mr. Bass. He has no choice at this point but to bootstrap and rise past the postdoctoral in law in this narrow scope of things.**

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**Article XVIII. The "bidder" said in their own words that they conversed with the trustees and the developer who tried to scare me into selling them ahead of the public auction also told me that she and four other developers were in talks with the bank, so that is two independent people saying they where in talks with the bank/trustees before the auction. Only one developer showed up to the auction where I was there with a sign that said the auction had been rigged and they had down to the penny pre-printed checks with amounts on them, which is ludicrous to think that is how anyone would bid if they didn't think they would have the highest bid. The plaintiffs put it in the court records, the filings I attached, so it's not if they did, they did.**

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#### **Notice Compliance**

It is uncontested that the Plaintiffs complied with statutory notice requirements for the foreclosure sale under Idaho Code § 45-1506. Defendant Bass has not demonstrated any procedural defects in this regard. Notices of default and sale were properly issued, and the Defendant's challenge does not extend to alleging procedural irregularities in these specific notices.

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The phrase “Defendant has not proven Plaintiffs acted in bad faith regarding the use of notices or trustee-authorized participation” is clarified here. This acknowledges that while broader allegations of collusion and pre-auction coordination remain valid, as of yet, there is no evidence suggesting the Plaintiffs manipulated the statutory notice process, which would have been covered under ISC §40-1508, but that is all it covers is any issues from noticing which is supported by the case law. The vehicle or mood to the acquired unjust enrichment is through coordinating privately before the public auction for personal gain.

#### **Article XIX. 2. Pre-Auction Collusion**

The issue of pre-auction coordination between Plaintiffs and the trustee is **fully confirmed** and well-documented. The “**SECOND DECLARATION OF DPW ENTERPRISES LLC**” explicitly admits to Plaintiffs contacting the trustee to assess whether the auction was “worth attending.” This, combined with pre-printed checks for precise bid amounts, substantiates the Defendant’s claim of collusion.

The Plaintiffs’ justification that “multiple checks in varying denominations allow payment to be more tailored to the winning bid” is undermined by the evidence:

- Plaintiffs brought three pre-printed checks, including one for the **exact final bid amount down to the cent**, which raises serious concerns about pre-arranged outcomes.
- The argument that multiple denominations add flexibility fails to explain how the exact bid amount could have been predicted in advance. The rigidity of having only a few fixed options contradicts the notion of flexibility in competitive bidding.
- If bids had fallen outside these specific amounts, Plaintiffs would have faced significant limitations, further questioning the integrity of the bidding process.

These facts strongly suggest the auction was not conducted as an open and competitive public sale, as required under Idaho law. Since they were the ONLY “bidders” at the auction, if it was the Defendant, he would have bid \$5 and waited for the no one else that was there to put in a higher bid, yet... nope, they went for an amount they had to get from the trustees that the bank wanted for it which was 1/2 the fair market value, and only served the bank and “winning bidder” and no one else in the deal, but if it had gone for fair market value, then the defendant would have seen the remaining amount come to him, but in doing what they did, the bank stole Mr. bass’s equity and the bidder got a house for 1/2 off the fair market value

#### **Article XX. 3. Trustee’s Role and Payment Process**

The trustee’s impartiality and role in facilitating pre-auction coordination remain central issues. Plaintiffs’ contact with the trustee to assess auction conditions and determine bid values directly implicates the trustee in undermining the integrity of the sale. These actions violate the trustee’s fiduciary duty to ensure fair competition and a transparent process. Such contact being viewed as impermissible is within the intent of the Idaho Statutes, which can be shown by the requirement of payoff amount in the notice of trustee’s sale, which gives the amount the bank wants, and the monthly rate of change, which allows people to calculate the new opening bid aka what the bank wants within a few dollars. The case cited in the judge’s opinion proves that the trustee can make audibles/ ad hocs at the start of the auction and that there is allowance to secure the corrected method of payments, which is more in line with The federal statutes as well as state statutes in regards to public auctions, and trustee’s sales which basically, if you have a happening with the



auctioning side and only one bidder directly before the auction, that would be unfair to the rest that didn't get that same information, and it would be up to the plaintiffs to produce the recorded audio and transcripts showing that the trustee's only give the payment amount and type and said nothing more, not through tone, not through code wording/phrasing, not through any means covertly. It's to the point that something maybe under the title 6 - civil actions - arrest and bail section of the Idaho Code? But in short, if the side doing the auction must say something, if it's a public auction, they must say it to all, which in that case that the judge used to rule against Mr. Bass, which you can read in his filings. It's essential to see the details on everything presented. The pre-printed checks provided by the Plaintiffs and accepted by the trustee are confirmed as part of the pre-arranged process. This is not a mere procedural issue but a substantive flaw that goes to the heart of the auction's validity.

#### **Article XXI. 4. Title Chain and the 2009 Reconveyance**

The 2009 Letter of Full Reconveyance remains an uncontested fact in the title chain. It represents a significant milestone, as it formally discharged the original deed of trust. Defendant Bass's reliance on this document is logical, as it creates a presumption that any subsequent foreclosure would need to be based on validly recorded instruments superseding the reconveyance. The issue is not about the validity of the reconveyance—it is undisputed—but about whether subsequent instruments are legit and valid as they did properly record some of the later documents which were needed to cover up the financial arts and crafts, whether they all superseded the reconveyance. Plaintiffs have failed to clearly document how the title chain transitioned from the reconveyance to the instrument used in the foreclosure.

#### **Article XXII. 5. What we are not concerned with:**

Several peripheral issues have been disarmed or clarified:

1. **Eviction Notices:** While some eviction notices referenced incomplete attachments, this procedural issue is secondary and does not directly affect the validity of the foreclosure sale or title transfer.
2. **Tenant-Related Claims:** The rights of Defendant Pike or tenant-related obligations are not determinative of the foreclosure's validity or the Plaintiff's claim to the property.
3. Anything to do with the Mr. Pike or the tenant from the POV of the co-defendant as we are only working from Mr. Bass' POV

#### **Article XXIII. 6. Remaining Key Issues**

The case hinges on unresolved questions directly tied to the integrity of the foreclosure sale:

1. **Collusion and Bid Rigging:** Plaintiffs' coordination with the trustee and pre-printed checks for exact bid amounts constitute substantive defects that void the sale.
2. **Clouded Title:** The Plaintiffs' failure to address how the reconveyance was superseded raises significant doubts about the legal basis of the foreclosure.
3. **Trustee/Bidder Malfeasance:** The trustee's active role in facilitating pre-auction coordination undermines its impartiality and fiduciary obligations.

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#### **Article XXIV.**

#### **Article XXV. Let's get a lawyer**

MR. BASS CAN'T GET A LAWYER TO HELP, AND WE ARE AT A ORDERED SUMMARY JUDGMENT ALREADY, AND MR. BASS IS IN TROUBLE HERE. THIS WILL SPREAD PAST THIS CASE, BUT THERE IS NO CHANCE AT THIS TIME TO GET A LAWYER, AND THE COURT REFUSED TO HELP SOLVE THAT ISSUE.

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IMPORTANT: Mr. Bass is the landlord and has been forced to pay the bills without income because the plaintiffs had the state redirect the funds from the Section 8 payments to the defendant and the plaintiffs. That is defrauding the state, and submitting records to the county is a crime when you know they are false, so it's just fraud, not constructive fraud, because the trustees duped them, then they are on the hook for the other frauds, which is why they are pushing so hard.

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To be clear, Mr. Bass paid for the house on his own, and per the timeline, BoA committed massive fraud during the 2008 housing and financial crisis, in which Mr. Bass uncovered a big section that was missed. In 2020, the servicing company CMS tried to help cover it up by offering to pay Mr. Bass 100\$ to sign a deed of trust and new paperwork that was back-dated to 2012 with their names on it, even though BoA was servicing the loan until 2017 so CMS was trying to get Mr. Bass to sign doctored papers with wrong information on it dated for 2012, almost 8 years later with his Ex wife's name on it which is 100% not supposed to be there so there was 0 way for Mr. Bass to have signed it, which is good since it would have made him guilty of mortgage fraud with CMS.

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It's important that the timeline is central because it is the details of the dates that help prove the frauds and the knowledge had by people in the parties involved. Also, the lease is just to provide cover for the tenant if Mr. Bass loses as he wanted to make sure that Mr. Pike was not going to be left out in the cold, but instead either have 2 years of protection or a big payout by the bidder's own say they bought Mr. Bass' place, as per the files attached, the notice of eviction, they don't want either Mr. Bass in the property nor have a tenant as they want to flip it and move on.

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When Mr. Bass bought the property, he was married, but it was under him only, and his ex-wife made the quick claim, releasing all rights to Mr. Bass. The "communal property" mentioned in the lease is in reference to how the basement is rented out by Mr. Bass as he rented the basement since he lived alone after losing his kids and having two ex-wives in the end. The "Communal property" is just how the two people rented the two rooms in the basement and how the shared spaces were to be viewed since Mr. Bass was renting the private rooms that had the shared bathroom, living room, and so on, and that he had to go into the basement for the laundry which he provided.

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IT'S SUPER IMPORTANT TO READ ALL OF THE SOURCE FILES AS THE CURRENT STATE OF THE CASE, HOW THE JUDGE IS CURRENTLY SEEING THE CASE, HOW

THE PLAINTIFFS ARE FRAMING IT, AND WHAT MR. BASS HAS DONE TO GAIN THE UPPER HAND.

ALSO, THE PART WITH THE PLAINTIFF vs CO-DEFENDANT, WILL HAVE NOTHING TO DO WITH THE THE MAIN CASE FOR THE HOUSE BETWEEN PLAINTIFF vs DEFENDANT'S AND THAT PART OF THE CASE.

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## **Article XXVI. Key Points for the Defense:**

### **1. Invalid Trustee's Sale:**

- Procedural violations in the foreclosure process, including lack of proper notice, questionable appointment of trustees, and lack of impartiality.
- Collusion with local developers and rigged auction processes (AFFIDAVIT-IN-SUPPORT-OF...) (amended - complaint - 2...) (letter to the Gs).

### **1. Fraudulent Documentation:**

- Multiple instances of backdated documents by Carrington Mortgage Services (CMS) to 2012 despite being created in 2021.
- Documents contain names of unrelated parties (e.g., ex-wife), raising questions about authenticity (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Lack of original ("wet ink") documentation to substantiate claims (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT IN SUPPORT OF...).

### **1. Letter of Full Reconveyance:**

- A 2009 reconveyance letter purportedly paid off the original loan, voiding subsequent foreclosure actions.
- Defendants failed to account for or justify why this reconveyance is being ignored (amended - complaint - 2...) (AFFIDAVIT IN SUPPORT OF...).

### **1. Failure to Adhere to Federal Statutes:**

- Violations of CARES Act provisions during forbearance, including overextending the period and imposing fees (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Breaches of the Real Estate Settlement Procedures Act (RESPA) in transferring servicing rights and notifying borrowers (amended - complaint - 2...) (AFFIDAVIT IN SUPPORT OF...).

### **1. Breach of Contract and Fiduciary Duty:**

- Contradictions in loan documents and unauthorized loan modifications increased debt rather than reducing it.

- Mishandling of reconveyance and mortgage servicing agreements (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...).

**1. Auction Misconduct and Collusion:**

- Auction sale involved a single bidder allegedly colluding with BoA to purchase the property at a suppressed price.
- Violations of Sherman Antitrust Act and Idaho Consumer Protection Act due to price fixing and coercion (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).

**1. Evidence of Fraudulent Enrichment:**

- Creation of a second deed of trust and promissory note without borrower consent, effectively doubling debt.
- Attempts to legitimize this through coerced signing of backdated agreements (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...).

**1. Ongoing Violations and Continuing Injury:**

- Actions demonstrate a pattern of systematic fraud extending over years, potentially invoking RICO Act violations.
- Defendants' behavior supports arguments for tolling the statute of limitations under doctrines of discovery, fraudulent concealment, and continuous violation (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...).

**1. Violation of Consumer Protection and Lending Laws:**

- Breaches of the Truth in Lending Act, Idaho Consumer Protection Act, and federal fair lending regulations (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).

**1. Tenant's Rights Under PTFA:**

- Violations of the Protecting Tenants at Foreclosure Act (PTFA), which mandates a 90-day notice period for eviction following foreclosure (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).

**1. Unjust Enrichment:**

- Defendants gained financially from backdated documentation, coerced agreements, and inflated debt balances (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).

**1. Evidence of Broad Systemic Abuse:**

- Pattern of misconduct parallels other cases involving BoA, Carrington, and affiliated entities, reinforcing systemic fraud (amended - complaint - 2...) (letter to the Gs).

## **Article XXVII. Violations and Allegations Specific to the Case:**

### **1. Foreclosure Auction Misconduct:**

- The foreclosure auction was allegedly rigged with a single bidder, a local developer who had previously attempted to coerce a below-market sale.
- Sale price (\$165,346.71) was significantly below the fair market value (\$311,515.50) [*windfall of \$146,168.79 !!*], giving a potential deal that pays for itself; it raises collusion concerns.
- [Zillow.com](https://www.zillow.com): \$319,000
- [Redfin.com](https://www.redfin.com): \$302,433
- NPC Tax Appraiser: \$305,629 as of 2023
- [Trulia.com](https://www.trulia.com): \$319,000
- Premature lifting of an agreed suspension on foreclosure (letter to the Gs).

### **1. Deceptive Practices by BoA and Carrington:**

- Presentation of backdated documents (2021 papers dated 2012) and coercive attempts to legitimize fraudulent actions.
- Bribery attempts to secure compliance with backdated agreements (letter to the Gs).
- Engagement in unauthorized loan modifications and imposition of unjustified fees in violation of the CARES Act and RESPA (letter to the Gs).

### **1. Pattern of Financial Discrepancies:**

- Discrepancies between reported and actual loan balances, indicating inflated mortgage figures.
- Creation of a second deed of trust and promissory note, effectively doubling debt without borrower consent (letter to the Gs).

### **1. Breach of Agreement:**

- BoA violated an explicit agreement to postpone foreclosure proceedings.
- Coerced attempts to sign backdated documents and concealment of a reconveyance (letter to the Gs).

## **Article XXVIII. Broader Systemic Issues and Allegations:**

### **1. Systematic Fraud and Collusion:**

- Allegations of coordinated efforts between BoA, Carrington, and local developers to manipulate property auctions (letter to the Gs).

- Indications of broader fraudulent practices that mirror nationwide patterns (letter to the Gs).

**1. Violations of Multiple Laws:**

- Idaho Consumer Protection Act violations due to unfair and deceptive practices.
- Violations of federal antitrust laws (Sherman Antitrust Act) through price fixing and auction rigging.
- Mortgage fraud and potential RICO Act violations involving financial manipulation (letter to the Gs).

**1. Evidence of Financial Crimes:**

- Inflated mortgage values used to manipulate stock prices.
- Possible securities fraud through deceptive reporting of financial health (letter to the Gs).

**1. Continued Unjust Enrichment:**

- Defendants continue to benefit financially through fraudulent practices, highlighting ongoing violations (letter to the Gs).

**1. Widespread Legal and Ethical Breaches:**

- Violations include truth-in-lending disclosures, fair debt collection practices, and consumer data protection laws (letter to the Gs).

**Article XXIX. Specific Legal Violations Highlighted:**

- Consumer Financial Protection Act (CFPA) violations.
- Truth in Lending Act (TILA) violations.
- Sherman Antitrust Act violations (collusion and coercion).
- Real Estate Settlement Procedures Act (RESPA) breaches.
- Sarbanes-Oxley Act and Securities Fraud violations.
- Fair Debt Collection Practices Act (FDCPA) breaches.
- Wire and Mail Fraud (18 U.S.C. §§ 1341, 1343).
- RICO Act violations (18 U.S.C. § 1961).
- Idaho-specific statutes including Idaho Consumer Protection Act and Unfair Trade Practices Act (letter to the Gs).

**Article XXX. Additional Systemic Allegations:**

**1. Conspiracy with Local Developers:**

- Allegations that BoA and Carrington conspired to suppress property values at auction (letter to the Gs).

**1. Failure to Audit or Correct Known Errors:**

- BoA failed to investigate or rectify erroneous filings and practices, as evidenced by prior settlements for similar misconduct (letter to the Gs).

**1. Broader Public Impact:**

- Claims that this case reflects a nationwide pattern of homeowner exploitation and financial misconduct (letter to the Gs).

**Article XXXI. Genuine Issues of Material Fact Favorable to Mr. Bass:**

**1. Validity of the Trustee's Sale:**

- Whether the trustee's sale adhered to the statutory requirements under Idaho Code § 45-1506, specifically concerning notice, impartiality, and public auction processes.
- Part of following the statutory requirements under Idaho Code § 45-1506 means they are beholden to the same conditions. They should know not to take phone calls and that it would be a conflict of interest. After all, they are lawyers, and they have been all telling me there is a conflict of interest.
- Whether collusion with local developers suppressed the auction price, evidenced by the low sale price and pre-auction coercion attempts (letter to the Gs).

**1. Letter of Full Reconveyance:**

- The effect of the 2009 Letter of Full Reconveyance, which purportedly satisfied the original loan and invalidated subsequent foreclosure actions (amended - complaint - 2...) (AFFIDAVIT IN SUPPORT OF...).
- Whether Defendants knowingly disregarded this reconveyance to pursue foreclosure.

**1. Backdated Documentation:**

- Whether the documents presented by Carrington Mortgage Services in 2021, dated to 2012, are fraudulent and intended to legitimize an invalid second deed of trust (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Whether attempts to coerce Mr. Bass into signing backdated agreements constitute fraudulent or unfair practices.

**1. Creation of the Second Deed of Trust and Promissory Note:**

- Whether the creation of a second deed of trust and promissory note without Mr. Bass's knowledge or consent is a breach of contract and/or fraud (AFFIDAVIT IN SUPPORT OF...).
- Whether this doubled debt improperly enriched the Defendants.

**1. Loan Modifications and Fees:**

- Whether Defendants violated the CARES Act by imposing unjustified fees during the forbearance period and extending the forbearance beyond allowable limits (AFFIDAVIT-IN-SUPPORT-OF...) (AFFIDAVIT IN SUPPORT OF...).
- Whether the terms of the 2022 loan modification papers, including a reset to 30 years and an unexplained \$1,500 fee, were unconscionable or unenforceable (AFFIDAVIT IN SUPPORT OF...).

**1. Notification of Changes in Servicing and Trusteeship:**

- Whether the Defendants failed to provide proper notice of loan servicing transfers and trustee appointments as required under RESPA and Idaho law (AFFIDAVIT IN SUPPORT OF...) (AFFIDAVIT IN SUPPORT OF...).

**1. Auction Price and Collusion:**

- Whether the \$165,000 auction price was artificially suppressed through collusion with local developers, compared to the property's fair market value of \$275,000 (letter to the Gs).
- Whether the auction's single bidder was a pre-arranged buyer working with Defendants to undervalue the property.

**1. Breach of Agreement to Suspend Foreclosure:**

- Whether Defendants breached a verbal or written agreement to suspend the foreclosure pending resolution of Mr. Bass's financial situation or legal claims (letter to the Gs).

**1. Discrepancies in Loan Balances and Records:**

- Whether the discrepancies in the reported loan balance reflect fraudulent accounting practices or violations of lending regulations (letter to the Gs).
- Whether the Defendants failed to explain why balances increased contrary to amortization schedules (AFFIDAVIT IN SUPPORT OF...).

**1. Fraudulent Concealment of Information:**

- Whether Defendants actively concealed material facts about the loan, the reconveyance, and the foreclosure process, tolling the statute of limitations under the doctrines of discovery, fraudulent concealment, or continuing violation (AFFIDAVIT-IN-SUPPORT-OF...).

**1. Tenant's Rights:**

- Whether Dwayne Pike's lease, signed on February 28, 2024, is enforceable under the Protecting Tenants at Foreclosure Act (PTFA), requiring a minimum 90-day notice before eviction (AFFIDAVIT-IN-SUPPORT-OF...) (letter to the Gs).



## 1. BoA's Historical Misconduct:

- Whether BoA's established history of systemic fraud and settlements for similar issues strengthens the claim of a pattern of behavior affecting Mr. Bass (letter to the Gs).
- Whether BoA's failure to audit or correct errors after similar incidents constitutes negligence or bad faith.

## Article XXXII. Relevance to the Defense:

These issues highlight procedural violations, breaches of contract, fraudulent conduct, and systemic patterns of abuse by the Defendants, creating a strong basis to question the validity of their claims and shift the balance in favor of Mr. Bass.

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### Constructive fraud

even if the bidders, i.e., the plaintiffs, didn't know they were committing fraud, they still did. it's a **Constructive fraud. that fraud should make the sale void from the start**

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The massive thing is that the "bidder" said they had called the trustees to work out details to find out if they were going to bid.

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While at the auction, the video will show that there was no one else who showed up and that Mr. Bass had done nothing that would have scared off anyone because there was no one else to scare off. The video shows that the auctioneer and the bidder talked, both split and got on the phone, came back together, played with some papers, then got on the phone again, and then tried to get the sheriff to arrest Mr. Bass, which they didn't.

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There was only the bidder, Debbie Lawrence, the auctioneer (unknown name), and Mr. Bass, but that is it.

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Mr. Bass was prevented from bidding in the auction because if he participated, then it would be doing so while knowing that the auction had been rigged, making the act of bidding while knowing, a criminal act, so Mr. Bass just half a sign to warn anyone and protect any innocent buyer as Mr. Bass has the responsibility to minimize injury when possible, so he held a sign quietly while the two played with the printed checks.

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Glenda Morlan is not directly tied to the plaintiffs, just another local developer that was competing with the plaintiffs.

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Mr. Bass is having \$144000 in equity stolen through these happenings and would lose nearly \$300k in the short term, but injured by millions over the next few years both in the credit damage and the loss of everything.

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**Constructive fraud** occurs when a breach of a legal or equitable duty results in an advantage to one party at the expense of another, even without intent to deceive. In the context of Mr. Bass's

case, constructive fraud could apply to the foreclosure process and related transactions if procedural defects, misrepresentation, or a failure to disclose material information created a situation that unjustly disadvantaged him while benefiting the Plaintiffs, trustees, or servicers.

### **Article XXXIII. Key Elements of Constructive Fraud in This Context:**

#### **1. Breach of Duty:**

- Trustees and servicers have a fiduciary duty to act impartially and fairly in a foreclosure sale. Allowing collusion, failing to provide proper notices, or mishandling trustee appointments breaches these duties.
- Example: If Carrington Mortgage Services or the trustee facilitated collusion in the auction process, they breached their duty to ensure a fair and open sale.

#### **1. Reliance on Misrepresentation:**

- Constructive fraud may arise if documents (e.g., backdated promissory notes, loan modifications) contain material inaccuracies or omitted key details, leading Bass to rely on false assumptions.
- Example: Providing backdated loan documents and subordinate notes falsely implied a legal basis for foreclosure under invalid instruments.

#### **1. Unjust Enrichment:**

- If the Plaintiffs benefited from defects in the foreclosure process (e.g., rigged auction, invalid notices, or defective instruments), constructive fraud could be claimed.
- Example: Plaintiffs gaining title through a flawed auction despite knowledge of the irregularities.

#### **1. Absence of Intent:**

- Unlike actual fraud, constructive fraud does not require malicious intent. Instead, it focuses on the unfair advantage gained through wrongful acts or omissions.

### **Article XXXIV. Application in Mr. Bass's Case:**

#### **1. Procedural Defects:**

- Failure to follow statutory foreclosure requirements, such as proper notice of sale or use of valid instruments, could support claims of constructive fraud.

#### **1. Break in Title Chain:**

- The title chain's integrity is critical. Backdating documents or failing to record modifications properly may have created confusion and led to a flawed foreclosure.

#### **1. Collusion at Auction:**

- If evidence shows Plaintiffs prearranged bids or coordinated with trustees, this violates the principles of a fair sale and constitutes constructive fraud.

#### 1. **Excessive Forbearance:**

- Extending forbearance beyond statutory limits and coercing Bass into modifications with additional fees could also reflect constructive fraud, as it unfairly extended Bass's financial liability.

### **Article XXXV. Legal Implications:**

Constructive fraud undermines the validity of the foreclosure sale, auction results, and subsequent title transfers. Demonstrating it may void the sale and force the court to scrutinize the trustee's actions, auction integrity, and Plaintiffs' claims of bona fide purchaser status.

### **Article XXXVI. Strategy:**

- **Focus on procedural defects** (e.g., notices, invalid instruments) to establish breaches of duty.
- Highlight **unjust enrichment** and unfair advantages gained by Plaintiffs or trustees.
- Present **evidence of collusion** and backdated documents to reinforce claims of constructive fraud.
- Argue the cumulative effect of defects creates inequity requiring judicial intervention.

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### **Article XXXVII. Ways the Auction Could Be Proven Void Ab Initio (From the Start)**

Here is a comprehensive analysis of how the foreclosure auction could be proven void ab initio, based on procedural, substantive, and legal grounds raised by Defendant Jeremy Bass:

#### **Article XXXVIII. 1. Wrong Instrument Foreclosed On**

- **Evidence:**
- Defendant asserts that the foreclosure was initiated on an incorrect Deed of Trust. The 2009 Letter of Full Reconveyance (Instrument No. 775252) extinguished the original Deed of Trust(defendant-2024-11-24)(Response to MSJ).
- Evidence includes conflicting loan terms between the instrument used for foreclosure and backdated loan documents submitted by the bank(Response to MSJ).
- **Legal Basis:**
- Under Idaho Code § 45-1508, foreclosures based on defective or incorrect instruments are void, as no legal debt can be enforced under an invalid instrument(MOTION FOR RECONSIDERAT...).

#### **Article XXXIX. 2. Collusion and Auction Rigging**

- **Evidence:**

- Plaintiffs' admissions in the Second Declaration of DPW Enterprises LLC confirm pre-auction communication with the trustee, violating Idaho's Trust Deeds Act (DEFENDANT'S RESPONSE TO...)(Declaration of DPW Ente...).
- Video evidence and chat logs show collusive behavior, including prearranged bids and pre-printed checks matching exact amounts(AFFIDAVIT OF JEREMY L. ...)(Response to MSJ).
- Emails sent by Defendant Bass warned the trustee of ongoing violations before the auction(DEFENDANT'S RESPONSE TO...)(AFFIDAVIT OF JEREMY L. ...).
- **Legal Basis:**
- Idaho Code § 45-1506 requires auctions to be fair and open. Collusion invalidates the competitive nature required in public auctions(Response to MSJ).
- Sherman Antitrust Act (15 U.S.C. § 1) prohibits bid rigging, which constitutes a felony. Such violations void the sale entirely(DEFENDANT'S RESPONSE TO...).

### **Article XL. 3. Lack of a Valid Default**

- **Evidence:**
- Defendant claims to have entered into a verbal agreement with the mortgage servicer to cure the default, supported by payments for taxes and insurance normally handled by escrow(Response to MSJ)(AFFIDAVIT OF JEREMY L. ...).
- Lack of proper default notice, as required under Idaho Code § 45-1506, further invalidates the foreclosure(DEFENDANT'S RESPONSE TO...)(MOTION FOR RECONSIDERAT...).
- **Legal Basis:**
- Baker v. Nationstar Mortg., LLC clarifies that the absence of a valid default renders a foreclosure sale void ab initio(MEMORANDUM IN SUPPORT O...)(MOTION FOR RECONSIDERAT...).

### **Article XLI. 4. Procedural Defects in Notice**

- **Evidence:**
- Incomplete and invalid notices to vacate, referencing non-existent attachments, were served(DEFENDANT'S RESPONSE TO...)(Response to MSJ).
- Video evidence of the auction demonstrates a lack of required public announcements, violating Idaho Code § 45-1506(AFFIDAVIT OF JEREMY L. ...).
- **Legal Basis:**
- Spencer v. Jameson holds that material defects in statutory notice requirements void the foreclosure sale(MOTION FOR RECONSIDERAT...)(MEMORANDUM IN SUPPORT O...).

### **Article XLII. 5. Conflict of Interest**

- **Evidence:**
- IDEA Law Group acted as trustee despite conflicts of interest, having close ties with Carrington Mortgage Services(Response to MSJ).

- Evidence of joint participation in industry events and shared boards raises concerns of impartiality(Response to MSJ)(MOTION FOR RECONSIDERAT...).
- **Legal Basis:**
- Trustees must act impartially under Idaho Code § 45-1506. A breach of fiduciary duty voids the sale(Response to MSJ).

## **Article XLIII.      6. Auction on Wrong Date and Terms**

- **Evidence:**
- The auction terms, including prearranged bid amounts and tailored checks, were communicated privately rather than announced at the auction(Response to MSJ) (DEFENDANT'S RESPONSE TO...).
- Plaintiffs presented evidence suggesting exact coordination with the trustee regarding bid requirements, violating fair trade principles(DEFENDANT'S RESPONSE TO...) (MOTION FOR RECONSIDERAT...).
- **Legal Basis:**
- Breckenridge Prop. Fund 2016, LLC v. Wally Enter. reaffirms that public auctions must operate under announced and equal terms. Any deviation renders the sale invalid (MEMORANDUM IN SUPPORT O...)(MOTION FOR RECONSIDERAT...).

## **Article XLIV.      7. Breach of Tenant Rights**

- **Evidence:**
- Protecting Tenants at Foreclosure Act (PTFA) requires a minimum 90-day notice for tenants like Pike. No valid notices were served(AFFIDAVIT OF JEREMY L. ...) (Response to MSJ).
- **Legal Basis:**
- PTFA violations void the eviction process and question the legitimacy of the trustee sale's post-sale proceedings(DEFENDANT'S RESPONSE TO...).

## **Article XLV.      Supporting Logic for Void Status**

- **Void vs. Voidable:**
- A void sale has no legal effect from the outset, as it violates foundational statutory or contractual requirements.
- A voidable sale remains valid until challenged but can be upheld under certain conditions. Defendant Bass's evidence suggests void conditions.

## **Article XLVI.      Summary**

The auction appears void from the start based on:

1. Wrong instrument foreclosed on.
2. Collusion and auction rigging.
3. Lack of valid default.
4. Procedural defects in notice.
5. Trustee conflict of interest.

6. Prearranged terms violating public auction requirements.
7. Breach of tenant rights.

These points, supported by specific evidence and legal standards, demonstrate substantial grounds to invalidate the auction as void ab initio. Let me know if you'd like a structured legal memorandum for further clarity.

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## Void Ab Initio (From the Start)

### **Article XLVII. Ways the Auction Could Be Proven Void Ab Initio (From the Start)**

Here is a comprehensive analysis of how the foreclosure auction could be proven void ab initio, based on procedural, substantive, and legal grounds raised by Defendant Jeremy Bass:

#### **Article XLVIII. 1. Wrong Instrument Foreclosed On**

- **Evidence:**
- Defendant asserts that the foreclosure was initiated on an incorrect Deed of Trust. The 2009 Letter of Full Reconveyance (Instrument No. 775252) extinguished the original Deed of Trust(defendant-2024-11-24)(Response to MSJ).
- Evidence includes conflicting loan terms between the instrument used for foreclosure and backdated loan documents submitted by the bank(Response to MSJ).
- **Legal Basis:**
- Under **Idaho Code § 45-1508**, foreclosures based on defective or incorrect instruments are void, as no legal debt can be enforced under an invalid instrument(MOTION FOR RECONSIDERAT...).

#### **Article XLIX. 2. Collusion and Auction Rigging**

- **Evidence:**
- Plaintiffs' admissions in the Second Declaration of DPW Enterprises LLC confirm pre-auction communication with the trustee, violating Idaho's Trust Deeds Act (DEFENDANT'S RESPONSE TO...)(Declaration of DPW Ente...).
- Video evidence and chat logs show collusive behavior, including prearranged bids and pre-printed checks matching exact amounts(AFFIDAVIT OF JEREMY L. ...)(Response to MSJ).
- Emails sent by Defendant Bass warned the trustee of ongoing violations before the auction(DEFENDANT'S RESPONSE TO...)(AFFIDAVIT OF JEREMY L. ...).
- **Legal Basis:**
- Idaho Code § 45-1506 requires auctions to be fair and open. Collusion invalidates the competitive nature required in public auctions(Response to MSJ).
- Sherman Antitrust Act (15 U.S.C. § 1) prohibits bid rigging, which constitutes a felony. Such violations void the sale entirely(DEFENDANT'S RESPONSE TO...).

## **Article L. 3. Lack of a Valid Default**

- **Evidence:**
- Defendant claims to have entered into a verbal agreement with the mortgage servicer to cure the default, supported by payments for taxes and insurance normally handled by escrow(Response to MSJ)(AFFIDAVIT OF JEREMY L. ...).
- Lack of proper default notice, as required under Idaho Code § 45-1506, further invalidates the foreclosure(DEFENDANT'S RESPONSE TO...)(MOTION FOR RECONSIDERAT...).
- **Legal Basis:**
- Baker v. Nationstar Mortg., LLC clarifies that the absence of a valid default renders a foreclosure sale void ab initio(MEMORANDUM IN SUPPORT O...)(MOTION FOR RECONSIDERAT...).

## **Article LI. 4. Procedural Defects in Notice**

- **Evidence:**
- Incomplete and invalid notices to vacate, referencing non-existent attachments, were served(DEFENDANT'S RESPONSE TO...)(Response to MSJ).
- Video evidence of the auction demonstrates a lack of required public announcements, violating Idaho Code § 45-1506(AFFIDAVIT OF JEREMY L. ...).
- **Legal Basis:**
- Spencer v. Jameson holds that material defects in statutory notice requirements void the foreclosure sale(MOTION FOR RECONSIDERAT...)(MEMORANDUM IN SUPPORT O...).

## **Article LII. 5. Conflict of Interest**

- **Evidence:**
- IDEA Law Group acted as trustee despite conflicts of interest, having close ties with Carrington Mortgage Services(Response to MSJ).
- Evidence of joint participation in industry events and shared boards raises concerns of impartiality(Response to MSJ)(MOTION FOR RECONSIDERAT...).
- **Legal Basis:**
- Trustees must act impartially under Idaho Code § 45-1506. A breach of fiduciary duty voids the sale(Response to MSJ).

## **Article LIII. 6. Auction on Wrong Date and Terms**

- **Evidence:**
- The auction terms, including prearranged bid amounts and tailored checks, were communicated privately rather than announced at the auction(Response to MSJ)(DEFENDANT'S RESPONSE TO...).
- Plaintiffs presented evidence suggesting exact coordination with the trustee regarding bid requirements, violating fair trade principles(DEFENDANT'S RESPONSE TO...)(MOTION FOR RECONSIDERAT...).

- **Legal Basis:**
- Breckenridge Prop. Fund 2016, LLC v. Wally Enter. reaffirms that public auctions must operate under announced and equal terms. Any deviation renders the sale invalid (MEMORANDUM IN SUPPORT O...)(MOTION FOR RECONSIDERAT...).

## **Article LIV. 7. Breach of Tenant Rights**

- **Evidence:**
- Protecting Tenants at Foreclosure Act (PTFA) requires a minimum 90-day notice for tenants like Pike. No valid notices were served(AFFIDAVIT OF JEREMY L. ...)(Response to MSJ).
- **Legal Basis:**
- PTFA violations void the eviction process and question the legitimacy of the trustee sale's post-sale proceedings(DEFENDANT'S RESPONSE TO...).

## **Article LV. Supporting Logic for Void Status**

- **Void vs. Voidable:**
- A void sale has no legal effect from the outset, as it violates foundational statutory or contractual requirements.
- A voidable sale remains valid until challenged but can be upheld under certain conditions. Defendant Bass's evidence suggests void conditions.

## **Article LVI. Summary**

The auction appears void from the start based on:

1. Wrong instrument foreclosed on.
2. Collusion and auction rigging.
3. Lack of valid default.
4. Procedural defects in notice.
5. Trustee conflict of interest.
6. Prearranged terms violating public auction requirements.
7. Breach of tenant rights.

These points, supported by specific evidence and legal standards, demonstrate substantial grounds to invalidate the auction as void ab initio. Let me know if you'd like a structured legal memorandum for further clarity.