

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
Lewiston, ID 83501-3926
Ph: 208-549-9584
Quantum.J.L.Bass@RAWdeal.io

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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

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

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

AMENDED NOTICE OF APPEAL

ORAL ARGUMENT REQUESTED

**TO: THE ABOVE-NAMED PLAINTIFFS, DPW ENTERPRISES LLC and MOUNTAIN PRIME 2018 LLC, and
THEIR ATTORNEYS, LEWIS N. STODDARD, AND THE CLERK OF THE DISTRICT COURT OF THE SECOND
JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE:**

NOTICE IS HEREBY GIVEN THAT:

1. **APPELLANT:** The above-named Appellant, Defendant Jeremy L. Bass, perforce pro se,
appeals against the above-named Respondents, Plaintiffs, DPW ENTERPRISES LLC and
MOUNTAIN PRIME 2018 LLC, to the Idaho Supreme Court from:
 - The *Order Denying Defendant's Motion for Reconsideration*, entered on
December 16th, 2024;
 - The *Judgment Re: Jeremy Bass*, entered on December 16th, 2024;
 - The *Memorandum Opinion and Order on Plaintiffs' Motion for Summary
Judgment*, entered on November 5th, 2024; and

- The *Opinion and Order on Motion to Dismiss and Strike Summons and Complaint*, entered on October 18th, 2024,
in the above-entitled action, the Honorable Michelle M. Evans presiding.

2. JURISDICTIONAL STATEMENT:

- Appellant has the right to appeal to the Idaho Supreme Court pursuant to *Idaho Appellate Rules 11(a)(1)* and *17*.
- The orders described in paragraph 1 above are appealable as:
 - o The District Court has entered its *Judgment Re: Jeremy Bass* on December 16th, 2024, accompanied by an *express Rule 54(b) Certificate* wherein the Honorable Michelle M. Evans certified that *"there is no just reason for the delay of the entry of a final judgment and that the Court has as does hereby direct that the above judgment or order shall be a final judgment upon which an appeal may be taken"*;
 - o Said Judgment constitutes a final judgment within the meaning of *Idaho Rule of Civil Procedure 54(b)* and *Idaho Appellate Rule 11(a)(1)*, having fully adjudicated all claims between Plaintiffs-Respondents and Defendant-Appellant Jeremy L. Bass;
 - o The antecedent interlocutory orders, including the *Memorandum Opinion and Order on Plaintiffs' Motion for Summary Judgment* entered November 5th, 2024, and the *Opinion and Order on Motion to Dismiss and Strike Summons and Complaint* entered October 18th, 2024, merge into and become appealable upon entry of the final judgment pursuant to established Idaho appellate jurisprudence.

- This ***Notice of Appeal*** is timely filed within forty-two (42) days from entry of the final judgment and ***Rule 54(b) Certificate*** as prescribed by ***Idaho Appellate Rule 14(a)***.

3. **PRELIMINARY STATEMENT OF ISSUES ON APPEAL:**

Appellant intends to assert the following issues on appeal, without prejudice to assert additional issues as prescribed by ***I.A.R. 17(f)***.

- **WHETHER the District Court erred in its application of *Idaho Code § 45-1508* by:**
 - o Misapplying the statutory protections afforded to bona fide purchasers in the context of substantive defects that void a foreclosure sale *ab initio*;
 - o Failing to distinguish between procedural deficiencies and substantive defects as established in ***Baker v. Nationstar Mortg., LLC***;
 - o Misinterpreting the scope of statutory protections in instances of alleged auction irregularities.
- **WHETHER the District Court's evidentiary determinations constitute reversible error regarding:**
 - o The adequacy of circumstantial evidence pertaining to pre-printed checks matching auction bids;
 - o Documentary evidence and testimony alleging pre-coordinated bidding practices;
 - o Video evidence demonstrating auction irregularities and procedural deficiencies, with plaintiffs actively on the phone and being well informed the whole time.

- WHETHER the District Court erred in its application of *Idaho Rule of Civil Procedure 10(c)* by:
 - o Declining to consider Defendant's Filings **Sections C, D, and E**, submitted on October 21st, 2024;
 - o Failing to incorporate explicitly referenced materials in the ***Motion for Reconsideration***.
- WHETHER the District Court's dismissal of evidence pertaining to trustee misconduct and auction irregularities constitutes an abuse of discretion under ***Idaho Code § 45-1506***.

(Note: The appellant reserves the right to assert additional issues on appeal.)

4. **SEALED RECORD:** No part of the record has been sealed.

5. **REPORTER'S TRANSCRIPT:**

- [✓] The appellant requests the preparation of the reporter's standard transcript as defined in ***Rule 25(c), I.A.R.*** in [✓] hard copy [✓] electronic format.
- The following proceedings are requested:
 - o Status Conference held on September 17th, 2024.
 - o Hearing on the ***Motion for Dismissal*** held on October 8th, 2024.
 - o Hearing on the ***Motion for Summary Judgment*** held on October 22nd, 2024.
 - o Hearing on the ***Defendant's Motion for Reconsideration*** held on December 6th, 2024;
- All other proceedings that may have occurred that is not already enumerated.

6. **CLERK'S RECORD:**

In addition to the standard record automatically included under *I.A.R. 28*, Appellant requests the following documents be included in the clerk's record:

- The appellant designates that the clerk's record shall include all pleadings, motions, memorandums, exhibits, affidavits, sur-replies and all other documents filed in the trial court, including:
 - o Defendant's Filings **Sections C, D, and E** (submitted October 21st, 2024);
 - o All video, audio, image, and text evidence submitted regarding auction proceedings;
 - o All affidavits and exhibits attached to any motions or responses;
 - o All correspondence regarding trustee conduct and auction procedures;
 - o Documentation pertaining to pre-printed checks and auction participation.

This designation is made to ensure that all filed documents, including those not accepted by the court, are reviewed by the appellate court.

7. **EXHIBITS:**

- The appellant requests the inclusion of all exhibits, charts, pictures and all forms offered or admitted as evidence during trial or hearings.

8. **CERTIFICATION OF APPELLANT:**

I, JEREMY L. BASS, hereby certify:

- [✓] That service of this Notice of Appeal has been made upon each reporter from whom a transcript has been requested, as named below at the address set out below:

NAME: Linda Carlton

NAME: Nancy Towler

ADDRESS: lcarltonreporting@gmail.com ADDRESS: nancytowler@yahoo.com

- [✓] That the clerk of the district court has been paid the estimated fee of \$490 for preparation of the reporter's transcript;
- [✓] That the estimated fee for preparation of the clerk's record has been [or will be] paid upon receipt of such estimate;
- [] The appellant is exempt from paying the estimated fees for preparation of the transcript and record due to financial reasons stated in the accompanying affidavit;
- [✓] All appellate filing fees have been paid; and
- [✓] Service has been made upon all parties required pursuant to *Rule 20, I.A.R.*

Dated this 2nd day of January 2025.
Respectfully submitted,
Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

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

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this **AMENDED NOTICE OF APPEAL** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

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

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

[illegible]

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

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Residing at _____ Commission Expires: _____

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

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

Residing at _____ Commission Expires: _____

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
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IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**MOTION TO STAY JUDGMENT
PENDING APPEAL**

ORAL ARGUMENT REQUESTED

TO THE HONORABLE COURT:

COMES NOW the Defendant, Jeremy L. Bass, perforce pro se, pursuant to *Idaho Rule of Civil Procedure 62(d)* and *Idaho Appellate Rule 13(b)*, and respectfully moves this Court for an order staying the judgment entered on December 16, 2024, pending the resolution of the appeal filed in this matter. In support of this motion, the Defendant states as follows:

I. Introduction

The judgment entered in this case, which grants the Plaintiffs possession of the property located at 1515 21st Avenue, Lewiston, ID, will cause irreparable harm to the Defendant if enforced prior to the appellate court's determination. This motion seeks to preserve the status quo to avoid undue hardship and to protect the rights of all parties while the appeal is resolved.

II. Basis for the Motion

A. Legal Standard:

Under *Idaho Rule of Civil Procedure 62(d)*, the court may grant a stay of judgment pending appeal to prevent irreparable harm, provided the motion is supported by sufficient cause. Additionally, Idaho courts recognize that such stays are essential to ensure the meaningful exercise of appellate rights.

B. Irreparable Harm:

Enforcement of the judgment would result in:

1. The immediate loss of Defendant's property;
2. Significant disruption to Defendant's tenant, whose lease rights are also at stake and the defendant is the only one fulfilling the requirements of the lease;
3. Forfeiture of approximately \$400,000 in equity, which cannot be recovered through monetary damages.

C. Likelihood of Success on the Merits:

The appeal raises substantial and unresolved questions of law, including:

1. Whether the Plaintiffs' status as bona fide purchasers shields them from allegations of substantive defects in the foreclosure sale.
2. Whether pre-auction coordination between the trustee and Plaintiffs invalidates the sale under Idaho Code §45-1506.
3. Whether procedural accommodations for pro se litigants were improperly denied, affecting the fairness of the proceedings.

These issues involve significant statutory interpretation and procedural fairness, which the appellate court must address to clarify Idaho law.

D. Balance of Harms:

The harm to Defendant from enforcing the judgment far outweighs any potential harm to

Plaintiffs. Plaintiffs have held title to the property for months without possession and face no imminent harm. In contrast, Defendant faces homelessness, financial ruin, and the disruption of his tenant's rights if the judgment is enforced.

E. **Public Interest:**

Granting a stay aligns with the public interest by:

1. Preserving fairness in judicial processes;
2. Protecting vulnerable parties and significant property rights;
3. Ensuring the integrity of Idaho's foreclosure statutes pending appellate review.

III. Relief Requested

Defendant respectfully requests that this Court:

1. Grant a stay of the judgment entered on December 16th, 2024, pending the resolution of the appeal.
2. Waive the requirement for a supersedeas bond, or in the alternative, set a nominal bond amount consistent with Defendant's financial circumstances and the equitable principles of Idaho law.
3. Grant such other relief as this Court deems just and proper.

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION TO STAY JUDGMENT PENDING APPEAL*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

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

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

CERTIFICATION AFFIDAVIT

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

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

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

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

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

ACKNOWLEDGMENT

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

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

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

Notary Public for Idaho

Residing at _____ Commission Expires: _____

Jeremy L. Bass, *Perforce Pro Se*
1515 21st Ave
Lewiston, ID 83501-3926
Ph: 208-549-9584
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DPW ENTERPRISES LLC and MOUNTAIN PRIME
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DWAYNE PIKE, and CURRENT OCCUPANT, and
Unknown Parties in Possession of the real
property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

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

ORAL ARGUMENT REQUESTED

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

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

I. Personal Background

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

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

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

II. FINANCIAL CONSIDERATIONS AND PROPERTY MAINTENANCE

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

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

3. Cost of Legal Defense and Property Preservation

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

- i. Lexus Nexus: ~\$800 monthly

b. Property preservation measures:

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

4. Supersedeas Bond Considerations

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

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

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

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

III. Contributions to Plaintiffs' Interests

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

IV. Harm to Defendant Absent a Stay

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

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

V. Request for Equitable Relief

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

WHEREFORE, your Affiant respectfully prays that this Honorable Court:

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

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

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

Lewis N. Stoddard, Bar No. 7766
Email: lewis@hwmlawfirm.com [✓]
Postal: Halliday, Watkins & Mann, P.C. []
376 E 400 S, STE 300
Salt Lake City, UT 84111-2906

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

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

=====

CERTIFICATION AFFIDAVIT

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

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

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

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

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

=====

ACKNOWLEDGMENT

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

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

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

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**MEMORANDUM IN SUPPORT
OF MOTION TO STAY**

ORAL ARGUMENT REQUESTED

I. INTRODUCTION

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, submits this *Memorandum in Support of Motion to Stay*. This Court entered judgment against Defendant on December 16th, 2024, ordering enforcement against his property located at 1515 21st Avenue, Lewiston, Idaho. Defendant has filed a timely *Notice of Appeal* and now seeks a stay of enforcement pending appellate review pursuant to *Idaho Rule of Civil Procedure 62(d)* and *Idaho Appellate Rule 13(b)*.

II. LEGAL STANDARD

Under *Idaho Rule of Civil Procedure 62(d)*, the Court has the authority to stay the enforcement of a judgment pending appeal. *Idaho Appellate Rule 13(b)* further provides that a stay may be granted under such terms and conditions as the Court deems just. When determining whether to grant a stay, courts consider:

1. The likelihood of success on appeal;
2. The threat of irreparable harm to the movant if a stay is not granted;
3. The potential harm to the opposing party from granting the stay; and
4. The public interest.

III. ARGUMENT

1. Substantial Questions Are Raised on Appeal

The appeal raises significant legal questions concerning the validity of the foreclosure sale and compliance with Idaho Code §45-1508. Defendant's appeal challenges:

- a. Procedural irregularities and potential collusion at the trustee's sale, including pre-printed bid checks and improper notice;
- b. The failure of the foreclosure process to meet statutory and constitutional requirements, which voids the Plaintiffs' claim to the property; and
- c. The lack of bona fide purchaser protections due to substantive defects in the foreclosure sale process.

These issues are non-frivolous and warrant careful appellate review to ensure the fairness and integrity of Idaho's foreclosure system.

2. Irreparable Harm to Defendant

Absent a stay, Defendant will face:

- a. Immediate eviction from his primary residence, resulting in the loss of his home and disruption to his tenant's rights;
- b. Loss of over \$400,000 in equity in the property, which cannot be adequately compensated by monetary damages; and

- c. Severe financial hardship caused by the enforcement of the judgment, exacerbated by ongoing property-related expenses totaling approximately \$600 per month for utilities, taxes, and insurance.

These harms are irreparable and justify granting a stay to preserve the status quo during the appellate process.

3. Minimal Harm to Plaintiffs

Granting a stay will impose minimal, if any, harm on Plaintiffs because:

- a. Plaintiffs purchased the property at a trustee's sale for \$165,346.71, significantly below its assessed value of \$306,545, and can recover their bid amount if the appeal voids the sale;
- b. Defendant's diligent maintenance of the property ensures its value is preserved, protecting Plaintiffs from financial loss; and
- c. A temporary delay in possession is unlikely to cause significant harm, particularly given the ongoing care provided by Defendant.

4. Public Interest Supports Granting a Stay

The public interest is served by:

- a. Ensuring meaningful access to appellate review, particularly in foreclosure disputes involving significant property rights;
- b. Promoting fairness and preventing unjust enrichment, as Plaintiffs would otherwise benefit from Defendant's financial contributions to maintaining the property; and
- c. Preserving stability in property ownership while substantive legal issues are resolved on appeal.

VI. CONCLUSION

For the foregoing reasons, Defendant respectfully requests that this Court grant the *Motion to Stay Judgment Pending Appeal* and enjoin enforcement of the judgment during the pendency of the appeal.

Dated this 2nd day of January 2025.
Respectfully submitted,
Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MEMORANDUM IN SUPPORT OF MOTION TO STAY*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766

Email: lewis@hwmlawfirm.com [✓]

Postal: Halliday, Watkins & Mann, P.C. []

376 E 400 S, STE 300

Salt Lake City, UT 84111-2906

Ken Nagy - Idaho Legal Aid Services, Inc.

Counsel for Dwayne Pike

Email: kennagy@idaholegalaid.org [✓]

[✓]

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

CERTIFICATION AFFIDAVIT

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

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

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

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

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ACKNOWLEDGMENT

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

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

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

Notary Public for Idaho

Residing at _____ Commission Expires: _____

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
Lewiston, ID 83501-3926
Ph: 208-549-9584
Quantum.J.L.Bass@RAWdeal.io

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

DPW ENTERPRISES LLC and MOUNTAIN PRIME
2018 LLC,

Plaintiff -Respondents,

v.

JEREMY L. BASS,

Defendant-Appellant,

and

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

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

MOTION TO WAIVE SUPERSEDEAS BOND

ORAL ARGUMENT REQUESTED

TO THE HONORABLE COURT:

COMES NOW the Defendant, Jeremy L. Bass, perforce pro se, pursuant to Idaho Appellate Rule 13(b), and respectfully moves this Court for an order waiving the requirement of a supersedeas bond pending the resolution of the appeal filed in this matter. In support of this motion, the Defendant states as follows:

I. INTRODUCTION

The Court's judgment of December 16th, 2024, has been timely appealed, and Defendant seeks relief from the financial burden of posting a supersedeas bond to ensure meaningful access to appellate review. Requiring such a bond would impose an insurmountable barrier to justice and serve no legitimate protective purpose given the circumstances of this case. Furthermore, it would be unduly punitive to Defendant, who has acted in good faith to maintain the property and uphold all obligations.

II. BASIS FOR THE MOTION

1. Financial Hardship

As detailed in Defendant's Affidavit in Support of Motion to Stay, Defendant faces significant financial constraints, including property-related expenses, reduced rental income, and legal costs. Requiring a supersedeas bond would further exacerbate these challenges and obstruct Defendant's ability to pursue appellate relief.

2. Minimal Risk to Plaintiffs

The assessed value of the property (\$306,545) substantially exceeds Plaintiffs' purchase price (\$165,346.71). Defendant's ongoing maintenance ensures no diminution in value. Additionally, Plaintiffs have multiple avenues for recovery of their bid amount, as outlined in the affidavit.

3. Equitable Considerations

Defendant has demonstrated good faith, as described in the affidavit, by:

- a. Maintaining the property and preserving its value;
- b. Protecting tenant rights;
- c. Covering all property-related expenses to benefit Plaintiffs.

Requiring a bond would create undue financial hardship, obstruct meaningful appellate review, and constitute an unjust and punitive measure against Defendant while enabling unjust enrichment for Plaintiffs.

4. Public Interest

Granting this motion aligns with the public interest by:

- a. Ensuring fair access to appellate review in foreclosure disputes involving significant property rights;
- b. Promoting equitable treatment of vulnerable parties;

- c. Preventing unnecessary financial barriers that undermine justice.

III. RELIEF REQUESTED

WHEREFORE, Defendant respectfully requests that this Court:

1. WAIVE the supersedeas bond requirement; or
2. In the alternative, set a nominal bond amount not exceeding \$1,000.00;
3. GRANT such other relief as this Court deems just and proper.

Dated this 2nd day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this ***MOTION TO WAIVE SUPERSEDEAS BOND*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766

Email: lewis@hwmlawfirm.com

[✓]

Postal: Halliday, Watkins & Mann, P.C.

[]

376 E 400 S, STE 300

Salt Lake City, UT 84111-2906

Ken Nagy - Idaho Legal Aid Services, Inc.

Counsel for Dwayne Pike

Email: kennagy@idaholegalaid.org

[✓]

Jeremy L. Bass

Signature

Defendant-Appellant / Perforce Pro Se

=====

CERTIFICATION AFFIDAVIT

STATE OF IDAHO)

: ss.

County of NEZ PERCE)

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

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

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Signature

Subscribed and Sworn to before me this 2nd, day of January, 2025.

Notary Public for Idaho

Residing at _____ Commission Expires: _____

ACKNOWLEDGMENT

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

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

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

Notary Public for Idaho

Residing at _____ Commission Expires: _____

Jeremy L. Bass, Perforce Pro Se
1515 21st Ave
Lewiston, ID 83501-3926
Ph: 208-549-9584
Quantum.J.L.Bass@RAWdeal.io

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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DPW ENTERPRISES LLC and MOUNTAIN PRIME
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and

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

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

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

ORAL ARGUMENT REQUESTED

I. INTRODUCTION

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

II. LEGAL STANDARD

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

1. The financial circumstances of the appellant;

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

III. ARGUMENT

1. Minimal Financial Risk to Plaintiffs

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

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

2. Significant Financial Hardship for Defendant

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

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

3. Equitable Considerations Support Waiver

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

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

4. Public Interest

Granting the waiver serves the public interest by:

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

IV. CONCLUSION

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

Dated this 2nd day of January 2025.

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

I certify that I have sent by email and first-class mail this ***MEMORANDUM IN SUPPORT OF MOTION TO WAIVE SUPERSEDEAS BOND*** to Plaintiffs and Co-Defendant's counsel on January 2nd, 2025, at the following email address and postal address:

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

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

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

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

Jeremy L. Bass
Defendant-Appellant / Perforce Pro Se

Notary Public for Idaho

Residing at _____ Commission Expires: _____

=====

ACKNOWLEDGMENT

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

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

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

Notary Public for Idaho

Residing at _____ Commission Expires: _____

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

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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DPW ENTERPRISES LLC and MOUNTAIN PRIME
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Plaintiff -Respondents,

v.

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Defendant-Appellant,

and

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

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**[PROPOSED] ORDER GRANTING
MOTION TO STAY**

THIS MATTER having come before the Court on Defendant-Appellant's *Motion to Stay Judgment Pending Appeal*, and the Court having reviewed the motion, supporting memoranda, and affidavit, and being fully advised in the premises, hereby finds and ORDERS as follows:

I. FINDINGS OF FACT

1. On December 16th, 2024, this Court entered judgment against Defendant-Appellant Jeremy L. Bass regarding the property commonly known as 1515 21st Avenue, Lewiston, Idaho 83501.
2. Defendant-Appellant has filed a timely *Notice of Appeal* and seeks a stay of enforcement pending appellate review.
3. The Court finds that:
 - a. Substantial questions are raised on appeal regarding the validity of the foreclosure sale and compliance with *Idaho Code §45-1508*,

- b. Defendant-Appellant faces irreparable harm absent a stay, including loss of his primary residence and substantial equity;
- c. Plaintiffs-Respondents face minimal risk of harm during the pendency of the appeal;
- d. The public interest favors granting a stay to ensure meaningful appellate review.

II. CONCLUSIONS OF LAW

1. Pursuant to *Idaho Rule of Civil Procedure 62(d)* and *Idaho Appellate Rule 13(b)*, this Court has authority to stay enforcement of the judgment pending appeal.
2. The circumstances of this case warrant the Court's discretion to grant a stay to preserve the status quo during appellate proceedings.

III. ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Defendant-Appellant's Motion to Stay Judgment Pending Appeal is GRANTED.
2. Enforcement of the Judgment entered December 16th, 2024, is STAYED pending resolution of the appeal.
3. This Stay shall remain in effect until further order of this Court or final disposition of the appeal.

IT IS SO ORDERED.

Dated this ____ day of January 2025.

BY: _____

HONORABLE MICHELLE M. EVANS
DISTRICT COURT JUDGE

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and/or first-class mail this *[PROPOSED] ORDER GRANTING MOTION TO STAY* to Plaintiffs and Co-Defendant's counsel on January____, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
Jeremy L. Bass Email: quantum.j.l.bass@rawdeal.io [✓] Postal: 1515 21 st ave. [] Lewiston, Idaho 83501	

Deputy Clerk

Signature

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

IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT
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property commonly known as 1515 21st Avenue,
Lewiston, Idaho 83501

Defendants,

Docket No. 52552-2024

Case No. CV35-24-1063

**[PROPOSED] ORDER GRANTING
MOTION TO WAIVE SUPERSEDEAS BOND**

THIS MATTER having come before the Court on Defendant-Appellant's *Motion to Waive Supersedeas Bond*, and the Court having reviewed the motion, supporting memoranda, and affidavit, and being fully advised in the premises, hereby finds and ORDERS as follows:

I. FINDINGS OF FACT

1. Defendant-Appellant has filed a timely appeal and Motion to Stay Judgment Pending Appeal.
2. The Court finds that:
 - a. Defendant-Appellant maintains ongoing financial obligations related to the subject property, including approximately \$600 monthly in property-related expenses;
 - b. The property's assessed value of \$306,545 substantially exceeds Plaintiffs-Respondents' purchase price of \$165,346.71;

- c. Defendant-Appellant's continued maintenance of the property preserves its value and protects all parties' interests;
- d. Plaintiffs-Respondents maintain multiple avenues for recovery of their bid amount through various channels independent of the property.

II. CONCLUSIONS OF LAW

1. Pursuant to *Idaho Appellate Rule 13(b)*, this Court has discretion to waive or modify supersedeas bond requirements when equitable considerations warrant such action.
2. The circumstances of this case demonstrate that:
 - a. Plaintiffs-Respondents face minimal financial risk during the pendency of the appeal;
 - b. Requiring a substantial bond would impose undue hardship on Defendant-Appellant;
 - c. The equities favor waiver of the bond requirement.

III. ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Defendant-Appellant's Motion to Waive Supersedeas Bond is GRANTED
2. The requirement for posting a supersedeas bond is WAIVED.
3. This Order shall remain in effect until further order of this Court or final disposition of the appeal.

Dated this ____ day of January 2025.

BY: _____

HONORABLE MICHELLE M. EVANS
DISTRICT COURT JUDGE

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first-class mail this *[PROPOSED] ORDER GRANTING MOTION TO WAIVE SUPERSEDEAS BOND* to Plaintiffs and Co-Defendant's counsel on January____, 2025, at the following email address and postal address:

Lewis N. Stoddard, Bar No. 7766 Email: lewis@hwmlawfirm.com [✓] Postal: Halliday, Watkins & Mann, P.C. [] 376 E 400 S, STE 300 Salt Lake City, UT 84111-2906	Ken Nagy - Idaho Legal Aid Services, Inc. <i>Counsel for Dwayne Pike</i> Email: kennagy@idaholegalaid.org [✓]
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Deputy Clerk

Signature