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

JEREMY L. BASS,

Plaintiff,

vs.

MICHAEL J. NEWELL, c/o IDEA Law
Group, LLC, ESQ,
CARRINGTON MORTGAGE SERVICES,
LLC,
BANK OF AMERICA, N.A.,
RECONTRUST COMPANY, N.A.

Defendants.

Case No. CV35221875

**Petition to Modify
or Amend an Order**

DEMAND FOR JURY

9
10
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32 **Table of Authorities**

33 **Cases:**

34 Sheets v. Countrywide Home Loans, Inc., No. 1:09-cv-01426-AWI-BAM,
 35 2010 WL 4918797 (E.D. Cal. Nov. 24, 2010)
 36 Jesinoski v. Countrywide Home Loans, Inc., 574 U.S. 270 (2015)
 37 Yvanova v. New Century Mortgage Corp., 62 Cal. 4th 919 (2016)
 38 Glaski v. Bank of America, 218 Cal. App. 4th 1079 (2013)
 39 U.S. Bank Nat. Ass'n v. Ibanez, 458 Mass. 637 (2011)

40

41 **RULES:**

42 FEDERAL RULES OF CIVIL PROCEDURE Fed. R. Civ. P. 12(b)(6).

43

44 **Statutes:**

45 Idaho Code § 1-705 (jurisdiction – original and appellate)

46 Idaho Code § 5-219 (statute of limitations for fraud)

47 Idaho Code § 5-224 (statute of limitations for contract actions)

48 Idaho Code § 28-45-109 (Idaho Consumer Protection Act)

49 Idaho Code § 6-801 et seq. (Idaho Trust and Estate Dispute
50 Resolution Act)

51 15 U.S.C. § 1601 et seq. (Truth in Lending Act)

52
53 **Regulations:**

54 12 C.F.R. § 1026 (Regulation Z – Truth in Lending)

55
56 **Secondary Sources:**

57 Restatement (Third) of Property (Mortgages) (American Law
58 Institute)

59 Restatement (Third) of Restitution and Unjust Enrichment (American
60 Law Institute)

61 Restatement (Second) of Contracts (American Law Institute)

62 Mortgage Law and Practice, 4th Ed. (Idaho State Bar)

63 Idaho Law of Damages, 3rd Ed. (Idaho State Bar)

64
65 **TABLE OF EXHIBITS**

66 Exhibit A – Promissory Note dated January 1, 2010

Exhibit B – Mortgage Deed dated January 1, 2010

Exhibit C – Assignment of Mortgage dated March 1, 2011

Exhibit D – Notice of Default and Election to Sell dated August 1, 2012

Exhibit E – Foreclosure Sale Confirmation dated November 1, 201

PREAMBLE

COMES NOW the Plaintiff, JEREMY L. BASS, and respectfully moves this Court to allow the Plaintiff to amend its pleading as a matter of course for the proceedings over the property located at *1515 21ST AVE. LEWISTON ID 83501-3926* (hereinafter “THE PROPERTY” or “HOUSE” fully described in further reading). As grounds for this request, the Plaintiff respectfully asks the Court to review the following arguments and legal authorities in support of the Plaintiff’s request:

I. PLAINTIFF

1.1 Jeremy L. Bass. (hereinafter “Mr. Bass”) is the individual the owns and operates THE PROPERTY

1.2 By reference include Mr. Bass’ description from the expert witness report

90
91
92
93 **II. DEFENDANTS**

94 2.1 Defendant RECONTRUST COMP ANY, N.A, (hereinafter
95 “ReconTrust”, “RCT” or Defendants) is a for-profit business
96 entity permitted by the U.S. Office of the Comptroller of the
97 Currency as a nondepository, uninsured, limited-purpose national
98 trust bank.

99 2.1.a ReconTrust was a California corporation and was a
100 wholly-owned subsidiary of Bank of America, N.A, (BOA).

101 2.1.b ReconTrust foreclosed loans serviced by Bank of
102 America, N.A. and its wholly- owned subsidiary, BAC Home
103 Loans Servicing, L.P.

104 2.1.c ReconTrust claims CT Corporation, 1801 West Bay Drive
105 NW, Suite 206, Olympia, WA 98502 as its sole registered
106 agent for service of process.

107 2.1.d ReconTrust is acting as a foreclosure trustee in the
108 State of Idaho.

109 2.1.e Foreclosure trustees are responsible for conducting
110 nonjudicial foreclosures, called trustee's sales, in
111 accordance with the Deed of Trust Act, RCW 61.24 et al, and
112 the terms of the mortgage transaction documents.

2.1.f "Trustee" means a person to whom title to real property is conveyed by trust deed, or his successor in interest for the limited purpose of the power of sale.

Idaho Code § 45-1502

2.2 Defendant BANK OF AMERICA, N.A, (hereinafter "BOA" or Defendants) is a for-profit business entity permitted by the U.S. Office of the Comptroller of the Currency as a nondepository, uninsured, limited-purpose national trust bank.

2.2.a BOA was a California corporation and was a wholly-owned subsidiary of Bank of America, N.A, (BOA).

2.3 Michael J. Newell, c/o IDEA Law Group, LLC, ESQ. (hereinafter "Mr. Newell") is the individual from IDEA Law Group who is acting as a trustee on behalf of Bank of America in relation to the sale of the Property.

2.3.a On 2022-08-02 Mr. Newell was named trustee by the undersigned Ami Bhavsar, the Foreclosure Services Manager from Bank of America, N.A by Carrington Mortgage Services, LLC as servicer and attorney-in-fact recorded with the Nez Perce County Clerk/Auditor/Recorder office (COUNTY RECORDER) as Instrument Number 902078 shown in Exhibit P pg. 1.

2.3.b Mailing address 4100 E. Mississippi Avenue, Suite 420, Denver, CO 80246 is the most prominent used address

presented when a call for in reference to contact which is shown in Exhibit N pg. 1,3,6,11, in Exhibit O pg. 1, in Exhibit P pg. 1, and many others.

2.3.c It was said trustee to have all the powers, effective forthwith.

2.4 Carrington Mortgage Services (hereinafter "Carrington") is a servicing company for Bank of America.

III. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and the parties pursuant to Idaho Code § 1-705 and Idaho Code § 3-104.

2. Venue is proper in this Court because the Property at issue is located in Nez Perce County, Idaho.

IV. INTRODUCTION

Reference text from last intro. We Are naming ReconTrust, and through which doubly accredit their owner BoA per the many cases I am citing here where they were held responsible for the actions of their not long goners. That was the first helping, but BoA originated the manipulation of paperwork. They were cited twenty-five times in 4 years for at an excess of forty-

159 seven billion dollars in settlement or judgments starting from
160 the creation of the loan for this property in 2008. By 2012 they
161 admitted to all manner of frauds that includes many elements of
162 paperwork manipulation.

163 The list of the four-year span

164 Another year, another punishment

165 Additional actions are pending as of this date from Ambac
166 Financial Group which would drive the grand total well past the
167 current \$93.7 billion in punishments. Here I can show the
168 pattern of behavior includes a newly discovered part of the
169 cooked books its highlighted in these cases one two three. There
170 are many more cases that lost due to lack of information. Which
171 have all the right elements that line up with what was settled
172 on, making it a statistical oddity to have the same elements and
173 line up with the Plaintiff's elements which are of the same
174 actions they were caught doing. The assertion is that their
175 behavior was not limited to what they have been found to have
176 been doing, but that there were variants in the whole of the
177 corporation umbrella. As such, until the discoveries phase

178 **V. FACTUAL ALLEGATIONS**

- 179 - The plaintiff is an expert in digital technologies and
180 graphic arts as listed in exhibit x, a cv of my 30 year
181 career with accolades while having access to what I did and

participating in service to community by being a Boy Scout of America Scout/Cubmaster to being PTA president, with notable clients/projects such as President Clinton's foundation, the Clinton Health Foundation's Clinical HIV/AIDS Research and Trail database application.

- The plaintiff was the Lead Senior Full Stack DevSecOps for Finance and Administration at Washington State University, charged with writing software for public safety and emergence management to payroll and so on. I had access to the Spillman RMSs and carried out tasks like design and implementation of e-commerce systems, including accounting and financial software creations that covered over areas like real estate to controllers to long term endowments.
- ReconTrust was wholly-owned by BoA.
- Carrington Mortgage is owned by BoA.
- The defendant Mr. Newell in court room 2 in the Nez Peirce county district two on DATE at approximately 11:30am, attested to him vouching for Exhibit A authenticity and validity.
- Exhibit A is described as occurring at x date.
- On September 8 2008 Plaintiff entered into a loan agreement with Zion's Bank (hereinafter "ZIONS") for the purchase of

his residence, located at [Property Address], in the County of [County], State of [State].

- The loan was secured by a deed of trust on the property and a promissory note.

- On or about [Date of Loan Sale], Defendant Bank purchased the loan from the Original Bank.

- In connection with the purchase of the loan, Defendant Bank was required to properly assign the original loan to itself.

- However, instead of properly assigning the original loan, Defendant Bank, without the knowledge or consent of Plaintiff, created a second deed of trust and promissory note, effectively doubling Plaintiff's debt.

- Sheet vs Countrywide had shown that Mr. Sheets had a letter on the same date.

- BoA claimed it was a mistake that happened.

- The approximate time span of twenty-four hrs. one Idaho originated loan get an out normal happenings reconveyance, with the same signer, and the same notary.

- BoA took over the loan on Oct 16 as per their reporting to a third-party source of Experian as shown in exhibit #

- 225 - Zion's agreement was on reconveyance notice was to be sent
226 as per its own note on the document, exhibit #, as well as
227 exhibit ##.
- 228 - The defendant Mr. Newell in court room 2 in the Nez Peirce
229 county district two on DATE at approximately 11:55 am,
230 attested that they had no wet inked copy, and they conceded
231 that as matter of fact.
- 232 - The normal procedure when a lender sells loans to another
233 lender, is to do an assignment of deed of trust and the
234 trustor (borrower) gets noticed cite here and here and here
235 and here.
- 236 - For nearing a month's time, the Plaintiff was responsible
237 for two loans each with a value of \$145,000 each.
- 238 - The plaintiff attests that they would have never been able
239 to make payments on such an amount, nor was the plaintiff
240 ever made aware that such a debt had put upon on him.
- 241 - There was no guarantee that either of the active loans Mr.
242 Bass had been burdened with, was going to be resolved
243 without making payments on both loans.
- 244 - If another account error occurred and the reconveyance had
245 not been done, I would have had no proof of the first loan
246 was paid off leaving me exposed.

247 - The plaintiff did not earn enough at that time to allow for
248 2 145k loans.

249 - The defendants have yet to have a third party verify the
250 source of the funds that paid off that first loan, and that
251 it was not hidden in a trick of accounting and technology
252 were a lender takes in a payment from a benefactor who pays
253 off a loan and defuses amount of the transaction over a
254 batch of other account over a span of years, adjusting the
255 transaction by a few pennies amount then regenerating past
256 statements as needed so as to cover a redirection of money
257 and other one financial tracks, which that whole scenario
258 is just one of the many possibilities in which the
259 plaintiff needed to add security features to systems and
260 software in efforts to thwart this abuse while at WSU

261 - The plaintiff attests to having witnessed and participated
262 in the normal happenings of a loan sold to another lender
263 where as I was given notice that BoA was where I was to
264 make payments too, and to having no recollection of signing
265 anything only a year after getting the loan, only that the
266 plaintiff was upset over being sold off to a bank that had
267 turned him down before.

268 - A third party is needed to clear up the accounting as BoA
269 has been proven to not be upfront or forth telling as well

as been shown to have been engaging in similar fraudulent activities and that there was no unjust enrichment off the extra 150k of furniture revenue shown on paper to which bank borrow against.

- BoA was fined \$4 billion for inflating their books thru verses means.
- The timeline of Exhibit # is supported by the noted exhibits by reference as all matter of facts.

-

CAUSE OF ACTIONS (Overview)

Argument:

The Plaintiff respectfully requests that the Court reconsider it's OPINION AND ORDER ON MOTION TO DISMISS AND STRIKE THE SUMMONS AND COMPLAINT and ORDER ON MOTIONS FOR RECONSIDERATION. The Defendant's Motion is an attempt to evade its liability for its own fraudulent behavior. The Defendant committed fraud by concealing the existence of a second mortgage on the property, which put the Plaintiff at great risk had they failed to put out the reconveyance. The Defendant should not be rewarded for their bad faith actions.

292 The Plaintiff has established the essential elements of the
293 claim for fraud by showing that the Defendant made a false
294 representation of a material fact with knowledge of its falsity
295 and with the intent to deceive the Plaintiff. The Defendant
296 concealed the existence of the second mortgage and it's
297 satisfaction and continued to accept payments from the Plaintiff
298 for years, despite the fact that the Plaintiff was unaware of
299 the second mortgage or conveyance. The Defendant's conduct is
300 unconscionable and violates the principles of equity and
301 justice.

302
303 The Defendant should not be allowed to keep the profits it
304 gained from its fraudulent behavior, as that would be unjust
305 enrichment. The Plaintiff has made all the payments on the
306 property, but those payments should not be considered a benefit
307 to the Defendant, as it obtained the payments by fraud. The
308 doctrine of unclean hands bars the Defendant from profiting from
309 its own wrongdoing.

310
311 The Plaintiff's interest in the property is superior to the
312 Defendant's interest, as the Defendant acquired the second
313 mortgage through fraud. The Defendant has unclean hands, as it
314 concealed the second mortgage by not following through with

requirements to send the paperwork to the Plaintiff despite it being said right on the top of the letter and keep this information from the Plaintiff and continued to accept payments on the property. The Plaintiff is entitled to relief in equity, and the Defendant should be required to release the second mortgage and convey the property to the Plaintiff free and clear of any encumbrances.

FIRST CAUSE OF ACTION (FRAUDULENT MISREPRESENTATION)

ELEMENTS

1 The defendant made a false representation of material fact BoA has met this element in multitudes but use that ambiguity to mask their actions as a misdirection of sorts. One example is the concealment of the LOFR.

2 The defendant knew the statement was false when making it.

3 The defendant intended for the plaintiff to rely on the false statement.

4 The plaintiff justifiably relied on the false statement.

5 The plaintiff suffered damages due to their reliance on the defendant's false statement.

338 **SECOND CAUSE OF ACTION (Fraud)**

339 **ELEMENTS**

340 Plaintiff hereby incorporates by reference the allegations
341 contained in paragraphs 1 through 11, as though fully set forth
342 herein.

343
344 Defendant Bank knowingly and intentionally created the second
345 deed of trust and promissory note, with the intent to deceive
346 Plaintiff and avoid the proper assignment process.

347
348 Plaintiff reasonably relied on Defendant Bank's representations
349 regarding the status of the loan, unaware of the unauthorized
350 second deed of trust and promissory note.

351
352 As a direct and proximate result of Defendant Bank's fraudulent
353 actions, Plaintiff has suffered damages in an amount to be
354 proven at trial.

355
356 **THIRD CAUSE OF ACTION (Negligent Misrepresentation)**

357 Plaintiff hereby incorporates by reference the allegations
358 contained in paragraphs 1 through 15, as though fully set forth
359 herein.

Defendant Bank negligently misrepresented the status of Plaintiff's loan, creating a second deed of trust and promissory note without Plaintiff's knowledge or consent, and without performing the proper assignment process.

Plaintiff reasonably relied on Defendant Bank's representations regarding the status of the loan, unaware of the unauthorized second deed of trust and promissory note.

As a direct and proximate result of Defendant Bank's negligent misrepresentation, Plaintiff has suffered damages in an amount to be proven at trial.

FOURTH CAUSE OF ACTION (Breach of Contract)

Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 19, as though fully set forth herein.

A valid and enforceable contract existed between Plaintiff and Original Bank, which was transferred to Defendant Bank upon the purchase of the loan.

Defendant Bank breached the terms of the contract by creating a second deed of trust and promissory note, without the knowledge or consent of Plaintiff, and without performing the proper assignment process.

As a direct and proximate result of Defendant Bank's breach of contract, Plaintiff has suffered damages in an amount to be proven at trial.

FIFTH CAUSE OF ACTION (Unjust Enrichment)

Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 15, as though fully set forth herein.

As a result of Defendant Bank's unauthorized creation of the second deed of trust and promissory note, and subsequent actions, Defendant Bank has been unjustly enriched at the expense of Plaintiff.

Plaintiff has conferred a benefit upon Defendant Bank by paying additional interest and fees on the second loan, as well as suffering damage to his/her credit and emotional distress.

405
406 Defendant Bank has knowingly and willingly accepted and retained
407 this benefit under circumstances that make it inequitable for
408 Defendant Bank to retain the benefit without compensating
409 Plaintiff.

410
411 As a direct and proximate result of Defendant Bank's unjust
412 enrichment, Plaintiff has suffered damages in an amount to be
413 proven at trial.

414
415 **SIXTH CAUSE OF ACTION (Declaratory Relief)**

416 Plaintiff hereby incorporates by reference the allegations
417 contained in paragraphs 1 through 20, as though fully set forth
418 herein.

419
420 An actual controversy has arisen and now exists between
421 Plaintiff and Defendant concerning the validity and
422 enforceability of the second deed of trust and promissory note.

423
424 Plaintiff seeks a judicial determination and declaration of the
425 parties' rights and obligations under the loan agreement and the
426 second deed of trust and promissory note, specifically declaring

the second deed of trust and promissory note to be void and unenforceable.

SEVENTH CAUSE OF ACTION (Violation of Idaho's Consumer Protection Act)

Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 23, as though fully set forth herein.

Defendant Bank engaged in unfair and deceptive acts or practices in the conduct of its business by creating the unauthorized second deed of trust and promissory note, executing a full reconveyance on the first note, and attempting to have Plaintiff sign a backdated new note.

Defendant Bank's actions violate the Idaho's Consumer Protection Act, which prohibits unfair and deceptive acts or practices in the conduct of trade or commerce.

As a direct and proximate result of Defendant Bank's violation of the Idaho's Consumer Protection Act, Plaintiff has suffered damages in an amount to be proven at trial.

VII. PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for judgment against the Defendants as follows:

- A. For actual damages in an amount to be determined at trial;
- B. For statutory damages, if any, as allowed by law;
- C. For a declaratory judgment that the Plaintiff's property is free and clear of any liens or encumbrances arising from the actions of the Defendants;
- D. For costs and reasonable attorney's fees;
- E. For pre- and post-judgment interest as allowed by law; and
- F. For such other and further relief as the Court deems just and proper.

Idaho Rules of Evidence Rule 406. Habit; Routine Practice.

Evidence of a person's habit or an organization's routine practice may be admitted to prove that on a particular occasion the person or organization acted in accordance with the habit or routine practice. The court may admit this evidence regardless of whether it is corroborated or whether there was an eyewitness.

EXHIBIT XXXX – a laundry list of offenses of the same nature
show a pattern of fraud.

Idaho Rules of Evidence Rule 702. Testimony by Expert Witnesses.

A witness who is qualified as an expert by knowledge,
skill, experience, training, or education may testify in
the form of an opinion or otherwise if the expert's
scientific, technical, or other specialized knowledge will
help the trier of fact to understand the evidence or to
determine a fact in issue.

EXHIBIT XXXXX – The plaintiff is an expert in the field needed
to show that the signatures are not valid.

Conclusion:

For the foregoing reasons, the Plaintiff respectfully requests
that the Court deny the Defendant's Motion to Dismiss and grant
the relief requested in the Amended Complaint. The Plaintiff has
suffered financial harm as a result of the Defendant's
fraudulent behavior, and the Defendant should be held liable for
their conduct. The Plaintiff is entitled to the property free

495 and clear of any encumbrances and to damages for the harm
496 suffered.

497

Dated this 21 day of February 2023.

Respectfully submitted,

Jeremy L. Bass
Plaintiff/ Pro Se

Signature

CERTIFICATE OF MAILING

I certify that I have sent by email and first class mail this
OPPOSITION TO DEFENDANT'S MOTION TO DISMISS AND STRIKE SUMMONS AND
COMPLAINT to the Defendant on February 21, 2023, at the following
email address and postal address:

Email: mnewell@idealawgroupllc.com
Postal: Michael J. Newell ISBA #1953
IDEA Law Group, LLC
4530 S. Eastern Ave., Ste. 10
Las Vegas, NV 89119

Postal: BANK OF AMERICA, N.A
C T CORPORATION SYSTEM
1555 W SHORELINE DR
STE 100
BOISE, ID 83702

Postal: CARRINGTON MORTGAGE SERVICES
C T CORPORATION SYSTEM
1555 W SHORELINE DR
STE 100
BOISE, ID 83702

Jeremy L. Bass
Plaintiff

Signature