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**IN THE DISTRICT COURT FOR THE SECOND JUDICIAL DISTRICT**

**FOR THE STATE OF IDAHO, IN AND FOR NEZ PERCE COUNTY**

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| JEREMY L. BASS,  Plaintiff,  vs.  BANK OF AMERICA, N.A.,  CARRINGTON MORTGAGE SERVICES, LLC,  RECONTRUST COMPANY, N.A.,  Randall Szabo, c/o IDEA Law Group, LLC,  MICHAEL J. NEWELL, c/o IDEA Law Group, LLC,  DOE I-X  Defendants. | Case No. CV35221875  **AFFIDAVIT IN SUPPORT OF**  **COMPLAINT**  **– CARRINGTON INTERACTIONS**  **DEMAND FOR JURY** |

COMES NOW Plaintiff, JEREMY L. BASS, AND PROVIDES THIS AFFIDAVIT IN SUPPORT OF THE COMPLAINT AND MOTIONS in regards to his knowledge of events and everything he believes to be true regarding interactions with Carrington Mortgage. The reason for this affidavit is to help meet the page limits defined in District Local Rule Civ 7.1 (Civil) [v. 4].

I, Jeremy L. Bass, Pro Se, hereby makes the following statements of fact as to his personal knowledge and attests the same to be true to the best of his knowledge:

1. Carrington had been servicing Mr. Bass' account from approximately 2015 as far as Mr. Bass recalls.
2. Mr. Bass saw that not only was Mr. Bass' ex-wife's name all over the papers.
3. Carrington's name was also all over the papers, despite the fact that they were not Mr. Bass' loan servicer for BoA until a couple of years later.
4. Carrington backdated the documents to 2012, even though it was 2021. Backdating documents can be considered a fraudulent activity, which might potentially be relevant in a civil RICO claim under *18 U.S.C. §§ 1961-1968*.
5. As Mr. Bass paused to look into the matter, Carrington sent Mr. Bass several new versions of the paperwork.
6. Carrington offered Mr. Bass a $100 bribe (hereinafter "THE BRIBE", "BRIBING"), which could be considered coercion under contract law principles, potentially rendering the contract voidable or unenforceable under the *Restatement (Second) of Contracts § 175 (1981)*.
7. Carrington called Mr. Bass every other day for months while the forbearance was in place.
8. Carrington sent a notary to Mr. Bass' door, trying to get Mr. Bass to sign. The notary sat with Mr. Bass for 45 minutes, waiting to get Carrington on his phone to no avail, which could potentially be considered an unfair or deceptive act or practice under *Idaho Code § 48-603*.
9. Since Mr. Bass didn't have his ex-wife with Mr. Bass, the notary left, and Mr. Bass held onto his copy, which is shown in EXHIBIT AG.
10. The order of events was that in approximately December of 2021, Carrington asked Mr. Bass to sign a stack of papers. After reading what they asked Mr. Bass to sign, Mr. Bass found many grievances in the pile of documents, potentially violating the *Idaho Consumer Protection Act, Idaho Code § 48-601 et seq*.
    1. This occurred near the end of Mr. Bass' forbearance under the granted to him by *CARES Act, 15 U.S. Code § 9056 sec. 4022 (b)(2) foreclosure moratorium, and consumer right to request forbearance*.
11. "Upon a request by a borrower for forbearance under paragraph (1), such forbearance shall be granted for up to 180 days, and shall be extended for an additional period of up to 180 days at the request of the borrower" *Forbearance under the CARES Act, 15 U.S. Code § 9056(b)(2)* The duration of forbearance was limited at two 180 day periods for a total of 360 days.
12. According to Consumer Financial Protection Bureau (CFPB) website on the page titled "Extend your forbearance," it says that "You may request two additional three-month extensions, up to a maximum of 18 months of total forbearance" shown on *Extending your mortgage forbearance | Consumer Financial Protection Bureau website* shown in EXHIBIT AI.
13. The forbearance Carrington put Mr. Bass through was 24 months by the end, with EXHIBIT AH page 1 showing that the period was going to be extended one more month passed the 23 months already applied. That is six months longer than Mr. Bass should have been on the forbearance.
14. On 11-16-2021 in response to odd behaviors stemming from Carrington's attempts to get Mr. Bass to sign the "fresh ink" copies of backed paperwork, Mr. Bass consulted with the title company, Land Title in Lewiston Idaho.
15. Land Title is who Mr. Bass knew to be the title company that he had chosen in the original settlement of acquiring the PROPERTY. Mr. Bass never received any notice otherwise that his choice of Trustee had been replaced. After explaining all the interactions between Mr. Bass and Carrington to the Title Officer at Land Title, Mr. Bass discovered the existence reconveyance and other instruments, invoking his rights under the *Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. § 2601 et seq*.
16. Defendants admitted in court that they do not possess and will not be able to produce a wet ink copy of the relevant documents.
17. However, Mr. Bass has a bona fide wet ink copy and can provide them physically but has shown them in EXHIBIT AD as evidence in accordance with the *Best Evidence Rule*, as stated in the *Federal Rules of Evidence, Rule 1002*, and the *Idaho R. Evid. 1002*.
18. Mr. Bass was presented with another four variants of the backdated deed of trust, and a promissory note Carrington was despite for Mr. Bass to sign with the date of 2012 and having Carrington's name on the loan documents even though in 2012 they were not the servicer or the authorized agent for BoA which these four were presented over the course of a few months starting in 2021.
19. In addition to the four variations of documentation related to backdating, one distinct partial promissory note for $7,392.91 was presented for signature in 2021, though the papers were dated 2012.
20. Mr. Bass has no idea where the partial promissory note seems from, nor was it made clear by Carrington or BoA where those came from.
21. After 15 years, Mr. Bass had gone in reverse as far as how much Mr. Bass owes compared to when Mr. Bass took out the loan purportedly.
22. On the loan modification papers sent in April 2022, it had a partial promissory note of $14,390.38 with what appears to be an additional $1500 with no reason for it, Mr. Bass just expected to accept it, or they would foreclose on his property.
23. The amount in the backdated documents totaled $150,101.91 for 2012, giving a $3682 balance that only grew from 2008 to 2012 when the balance should have been closer to $116,900, which is $33,201 off the expected balance of that time.
24. As of April 2022, Carrington was saying that Mr. Bass owed $129,541, which is approximately $18,121 over what the Amortization Schedule would have Mr. Bass estimated amount, which should be at roughly $111,420 if everything was to have gone correct starting from 2008.
25. The notes erroneously included the name "Aimee Bass." While her name was likely added due to our marital status at the time of the original loan, it is inaccurate as she was never a party to the loan, held any responsibility for it, or had any claim to THE PROPERTY at any time. Her inclusion in the documents was incorrect.
26. Carrington mortgage stressed the importance of getting a fresh ink copy of the backdated promissory notes and deed of trust for 2012 despite being in 2021.
27. Carrington felt it so necessary that Mr. Bass signed the backdated paperwork that they were BRIBING Mr. Bass signed the paperwork.
28. When Mr. Bass was finally exited from the forbearance period, he was presented in 2022 with the mortgage modification papers from Carrington, which was the loan modification not signed referenced by Mr. Newell.
29. Carrington was pushing this new loan on Mr. Bass. All urgency or interest in if the papers they were backdating to 2012 were signed at all. Carrington went from bribing Mr. Bass into signing the backdated 2012 versions of paperwork claimed to have been absolutely necessary to sign because that is what the county needed, to skipping past that purported requirement as long as I signed these new papers as I exited the forbearance.
30. Carrington presented loan modification paperwork at the end of Mr. Bass' forbearance period in which there was not negotiations just a demand to sign them or be foreclosed on.
31. It appears that Carrington tacked on an additional $1500 fee for doing the paperwork on the loan modification. That is contrary to the *CARES Act, 15 U.S. Code § 9056 sec. 4022 (c)(1)* "…no fees, penalties, or interest (beyond the amounts scheduled or calculated as if the borrower made all contractual payments on time and in full under the terms of the mortgage contract) charged to the borrower in connection with the forbearance…"
32. Carrington in the refinance paperwork took a loan with 15 years left and reset the loan to 30 years again, gaining 15 more years of profiting at homeowner's expense.
33. Carrington has been found guilty of many violations of the laws, as shown in EXHIBIT AG, which include the previous accounts of actions.

Dated this \_30\_ day of March 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 Defendants on March 30th, 2023, at the following email address and postal address:

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| --- | --- |
| 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: Randall Szabo #10901  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

**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE COUNTY )

On the \_21\_\_ day of \_\_FEBRUARY\_\_, 2023, before me, the undersigned Notary Public, personally appeared \_\_Jeremy 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.

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Notary Public for Idaho

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_