*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:
   1. Maintaining the property and preserving its value;
   2. Protecting tenant rights;
   3. 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.

1. Public Interest  
   Granting this motion aligns with the public interest by:
   1. Ensuring fair access to appellate review in foreclosure disputes involving significant property rights;
   2. Promoting equitable treatment of vulnerable parties;
   3. 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 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: \_\_\_\_\_\_\_\_\_ \_\_