*Jeremy L. Bass, Perforce Pro Se*

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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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| 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  DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFFS' SUPPLEMENTAL MEMORANDUM AND IN SUPPORT OF MOTION FOR STAY  ORAL ARGUMENT REQUESTED |
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I. INTRODUCTION

Defendant Jeremy L. Bass ("Defendant"), perforce pro se, and submits this Memorandum in Opposition to Plaintiffs' submits this Memorandum opposing Plaintiffs' Supplemental Memorandum and supporting his Motion for Stay. Plaintiffs' arguments are riddled with misrepresentations and immaterial claims, underscoring the need for a stay and the waiver of any bond requirements.

II. REFUTATION OF PLAINTIFFS' CLAIMS

1. Mischaracterization of Occupancy and Contributions
   1. Plaintiffs falsely portray Defendant as occupying the property without expense, ignoring documented monthly contributions of $875 toward rent and maintenance costs.
   2. Plaintiffs omit that the upper property is uninhabitable, lacking essential utilities, which was stated clearly for them in previous hearings only further undermining their claims of enrichment.
2. Misapplication of Unjust Enrichment Doctrine
   1. Plaintiffs misapply Idaho law, dismissing Defendant's property maintenance efforts as "incidental benefits." These efforts, which directly preserve the property's value, benefit Plaintiffs beyond incidental gain, as they prevent further injury to the tenant.
   2. Defendant has and continues to reserve the right to seek restitution for all documented property-related expenses should Plaintiffs ultimately prevail.

III. LEGAL AND EQUITABLE GROUNDS FOR STAY AND WAIVER

1. Financial Hardship
   1. Defendant incurs monthly expenses that are above “everyday costs of living that Defendant would incur in any living situation” detailed in his affidavit and previous filings.
   2. Requiring a bond imposes undue financial hardship, effectively barring Defendant from pursuing his appellate rights.
2. Negligible Risk to Plaintiffs
   1. Plaintiffs acquired the property at a fraction of its assessed value and face no imminent financial harm during the appeal.
   2. Defendant’s consistent maintenance of the property ensures it retains its value, safeguarding Plaintiffs' interests.
3. Public Policy and Fairness
   1. Denying a stay undermines equitable access to appellate review, disproportionately penalizing a pro se litigant.
   2. Plaintiffs’ efforts to discredit Defendant aim to obscure scrutiny of potentially irregular foreclosure practices, a matter of significant public interest.

IV. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully prays that this Honorable Court:

1. GRANT Defendant's Motion for Stay in its entirety;
2. WAIVE any bond requirement, or in the alternative, impose a nominal bond amount;
3. STRIKE all prejudicial and unsupported statements contained within Plaintiffs' filings; and
4. GRANT such other and further relief, both general and special, at law or in equity, to which Defendant may show itself justly entitled.

Dated this \_17th\_ day of January 2025.

Respectfully submitted,

Jeremy L. Bass

Defendant-Appellant / Perforce Pro Se

Jeremy L. Bass Signature

*Defendant-Appellant / Perforce Pro Se*

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**CERTIFICATE OF MAILING**

I certify that I have sent by email and first-class mail this DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFFS' SUPPLEMENTAL MEMORANDUM AND IN SUPPORT OF MOTION FOR STAY to Plaintiffs and Co-Defendant’s counsel on January 17th, 2025, at the following email address and postal address:

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| 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*

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**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 17th , day of January, 2025.

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*Notary Public for Idaho*

Residing at \_ Commission Expires: \_ \_

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**ACKNOWLEDGMENT**

STATE OF IDAHO )

: ss.

County of NEZ PERCE )

On the 17th 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.

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*Notary Public for Idaho*

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ Commission Expires: \_\_\_\_\_\_\_\_\_ \_\_