To stop the trustee's sale in Nez Perce County, Idaho and address the alleged unlawful actions of Mr. Newell and Carrington Mortgage Services, the following steps could be taken:

1. File a lawsuit against Mr. Newell, Carrington Mortgage Services, and Bank of America alleging breach of contract, fraud, and violation of Idaho's Consumer Protection Act.
2. Request a temporary restraining order (TRO) or preliminary injunction to halt the trustee's sale while the lawsuit is ongoing. To obtain a TRO or preliminary injunction, Mr. Bass would need to show that he is likely to succeed on the merits of his claims and will suffer irreparable harm if the sale is not halted.
3. Serve the defendants with the complaint and the TRO or preliminary injunction, if granted.
4. Attend the hearing on the TRO or preliminary injunction and present evidence in support of Mr. Bass's claims.
5. If the TRO or preliminary injunction is granted, pursue the lawsuit to a resolution through discovery, motion practice, and trial, if necessary.
6. If Mr. Bass is successful, seek damages for any overpayments made between 2009 and 2019, as well as any other damages incurred as a result of the defendants' alleged unlawful actions.

The following table outlines the steps in more detail:

| **Step** | **Action** |
| --- | --- |
| 1 | File a lawsuit against Mr. Newell, Carrington Mortgage Services, and Bank of America alleging breach of contract, fraud, and violation of Idaho's Consumer Protection Act. |
| 2 | Request a TRO or preliminary injunction to halt the trustee's sale. |
| 3 | Serve the defendants with the complaint and the TRO or preliminary injunction, if granted. |
| 4 | Attend the hearing on the TRO or preliminary injunction and present evidence in support of Mr. Bass's claims. |
| 5 | If the TRO or preliminary injunction is granted, pursue the lawsuit to a resolution through discovery, motion practice, and trial, if necessary. |
| 6 | If Mr. Bass is successful, seek damages for any overpayments made between 2009 and 2019, as well as any other damages incurred as a result of the defendants' alleged unlawful actions. |

Example documents that may be needed in this process include:

* Complaint: A legal document outlining Mr. Bass's allegations against Mr. Newell, Carrington Mortgage Services, and Bank of America and the relief he is seeking.
* Temporary Restraining Order (TRO) or Preliminary Injunction: A court order halting the trustee's sale until the lawsuit is resolved.
* Summons: A legal document notifying the defendants that they have been sued and must respond to the complaint.
* Proof of Service: A document indicating that the defendants have been served with the complaint and the TRO or preliminary injunction, if granted.
* Evidence in support of Mr. Bass's claims: This could include the letter of full reconveyance, the new deed of trust with the allegedly forged signature, and any other evidence supporting Mr. Bass's allegations of breach of contract, fraud, and violation of Idaho's Consumer Protection Act.
* Damages calculation: A document outlining the total amount of damages Mr. Bass is seeking, including any overpayments made between 2009 and 2019 and any other damages incurred as a result of the defendants' alleged unlawful actions.

It is important to note that this is just one potential approach to addressing the situation, and the actual steps and documents needed may vary depending on the specific facts and circumstances of the case. It is always advisable to seek the guidance of a licensed attorney who is familiar with the laws

Here is an example of what a complaint in a case like this might look like:

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

Jeremy L. Bass,

Plaintiff,

v.

Michael Newell, ESQ and Bank of America,

Defendants.

Case No. \_\_\_\_\_\_\_\_\_\_\_\_

COMPLAINT FOR INJUNCTION AND DAMAGES

Plaintiff, Jeremy L. Bass, by and through his undersigned counsel, alleges as follows:

INTRODUCTION

1. This is an action for injunction and damages arising from the defendants' unlawful conduct in connection with the sale of real property located at [property address].
2. Mr. Bass is the owner of the property at issue, which he acquired in 2009.
3. Mr. Newell is a trustee acting on behalf of Bank of America, and has scheduled a trustee's sale of the property for [sale date].
4. Mr. Bass timely responded to the notice of default and sent a letter to Mr. Newell citing a letter of full reconveyance, which Mr. Newell acknowledged was valid.
5. Despite this, Mr. Newell has brought forth a new deed of trust and is proceeding with the sale.
6. The signature on the new deed of trust is not Mr. Bass's, and there are very notable issues that show it was not him who signed it.
7. Carrington Mortgage Services, the servicing arm for Bank of America, has attempted to coerce Mr. Bass into signing back-dated deeds of trust and offered him a bribe of $100 to sign.
8. Mr. Bass has not been made aware of the letter of full reconveyance at any time, and the new note would have fallen after the date of the letter, meaning it was signed under duress if the new deed of trust is not a forgery.
9. As a result of the defendants' unlawful conduct, Mr. Bass has suffered, and continues to suffer, significant damages.

FIRST CAUSE OF ACTION

(Injunction)

1. Mr. Bass realleges and incorporates by reference the allegations set forth in paragraphs 1 through 9 above.
2. Mr. Bass is entitled to an injunction prohibiting the defendants from proceeding with the sale of the property.
3. The defendants' conduct has caused, and continues to cause, Mr. Bass irreparable harm.
4. There is no adequate remedy at law for the harm suffered by Mr. Bass.
5. The balance of the hardships favors Mr. Bass.
6. An injunction is necessary to prevent further harm to Mr. Bass and to ensure that the defendants do not profit from their unlawful conduct.

SECOND CAUSE OF ACTION

(Damages)

1. Mr. Bass realleges and incorporates by reference the allegations set forth in paragraphs 1 through 9 above.
2. As a result of the defendants' unlawful conduct, Mr. Bass has suffered damages in an amount to be proven at trial.
3. The defendants' conduct was intentional, reckless, and/or negligent, and Mr. Bass is entitled to an award of damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Mr. Bass prays for relief as follows:

1. That the court issue an injunction prohibiting the defendants from proceeding with the sale of the property;
2. That the court

IN THE DISTRICT COURT OF NEZ PERCE COUNTY, IDAHO

JEREMY L. BASS,

Plaintiff,

v.

MICHAEL NEWELL, ESQ., acting in accordance with normal property law in Idaho, and BANK OF AMERICA,

Defendants.

COMPLAINT

Plaintiff Jeremy L. Bass (“Mr. Bass”) brings this action against Defendants Michael Newell, ESQ. and Bank of America (collectively, “Defendants”) and alleges as follows:

INTRODUCTION

1. This is an action to stop a trustee's sale and seek damages for the alleged wrongdoing of Defendants in connection with a property located in Nez Perce County, Idaho (the “Property”).
2. Mr. Bass is the owner of the Property and has been making payments on a mortgage held by Bank of America.
3. Mr. Newell is a trustee acting on behalf of Bank of America in connection with the Property.
4. Mr. Bass received a notice of default from Mr. Newell and responded within the required 20 days. Despite this, Mr. Newell continued with the sale process.
5. Mr. Bass sent a cease and desist letter to Mr. Newell, citing a letter of full reconveyance. Mr. Newell acknowledged the letter but then presented a new deed of trust. Mr. Bass was not made aware of the letter of full reconveyance, and the new deed of trust was signed after the date of the letter, raising concerns of duress and potential forgery.
6. The signature on the new deed of trust does not match Mr. Bass's signature, and Defendants have not provided an original copy of any documents.
7. Carrington Mortgage Services, the servicing arm for Bank of America, attempted to coerce Mr. Bass into signing backdated deeds of trust. When Mr. Bass refused, they offered him $100 to sign. Mr. Bass became suspicious and went to the title company, where he was provided with the letter of full reconveyance.
8. Mr. Bass seeks an injunction to halt the trustee's sale and damages for the alleged wrongdoing of Defendants, including the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages.

PARTIES

1. Plaintiff Jeremy L. Bass is an individual who resides in Nez Perce County, Idaho.
2. Defendant Michael Newell, ESQ. is an individual who acts as a trustee on behalf of Bank of America in connection with the Property.
3. Defendant Bank of America is a financial institution with its principal place of business in Charlotte, North Carolina.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to the laws of the State of Idaho.
2. Venue is proper in this Court because the Property is located in Nez Perce County, Idaho.

FACTS

1. Mr. Bass is the owner of the Property and has been making payments on a mortgage held by Bank of America.
2. On [Date], Mr. Bass received a notice of default from Mr. Newell.
3. Mr. Bass timely responded to the notice of default within the required 20 days.
4. Despite Mr. Bass's response, Mr. Newell continued with the sale process.

On [Date], Mr. Bass sent a cease and desist letter to Mr. Newell, citing a letter of full reconveyance.

1. Mr. Newell acknowledged the letter but then presented a new deed of trust.
2. Mr. Bass was not made aware of the letter of full reconveyance and the new deed of trust was signed after the date of the letter, raising concerns of duress and potential forgery.
3. The signature on the new deed of trust does not match Mr. Bass's signature, and Defendants have not provided an original copy of any documents.
4. Carrington Mortgage Services, the servicing arm for Bank of America, attempted to coerce Mr. Bass into signing backdated deeds of trust. When Mr. Bass refused, they offered him $100 to sign.
5. Mr. Bass became suspicious and went to the title company, where he was provided with the letter of full reconveyance.
6. The title company explained the significance of the letter of full reconveyance to Mr. Bass, as he had not seen it before.

CAUSE OF ACTION

1. Mr. Bass brings this action against Defendants for an injunction to halt the trustee's sale and damages for the alleged wrongdoing of Defendants, including the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages.
2. Mr. Bass seeks an injunction to halt the trustee's sale due to the alleged wrongdoing of Defendants, including their failure to properly notify Mr. Bass of the letter of full reconveyance and their attempts to coerce him into signing backdated deeds of trust.
3. Mr. Bass also seeks damages for the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages resulting from the alleged wrongdoing of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Mr. Bass respectfully requests that this Court enter judgment in his favor and against Defendants, and award him the following relief:

1. An injunction to halt the trustee's sale of the Property;
2. Damages for the overpayments Mr. Bass has made on the mortgage between 2009 and 2019 with compounding interest;
3. Any additional damages resulting from the alleged wrongdoing of Defendants;
4. Costs and disbursements of this action; and
5. Such other and further relief as the Court deems just and proper.

DATED: [Date]

Jeremy L. Bass

Here is a revised version of the complaint based on the additional information provided:

IN THE DISTRICT COURT OF NEZ PERCE COUNTY, IDAHO

JEREMY L. BASS,

Plaintiff,

v.

MICHAEL NEWELL, ESQ., acting in accordance with normal property law in Idaho, and BANK OF AMERICA,

Defendants.

COMPLAINT

Plaintiff Jeremy L. Bass (“Mr. Bass”) brings this action against Defendants Michael Newell, ESQ. and Bank of America (collectively, “Defendants”) and alleges as follows:

INTRODUCTION

1. This is an action to stop a trustee's sale and seek damages for the alleged wrongdoing of Defendants in connection with a property located in Nez Perce County, Idaho (the “Property”). The sale is scheduled for December 30, 2022.
2. Mr. Bass is the owner of the Property and has been making payments on a mortgage held by Bank of America since 2008.
3. Mr. Newell is a trustee acting on behalf of Bank of America in connection with the Property.
4. Mr. Bass received a notice of default from Mr. Newell and responded within the required 20 days by certified mail. However, the law office where Mr. Newell works had the address provided in the notice forwarded to another address and then back to the original address, creating a loop. Despite this, Mr. Newell continued with the sale process.
5. Mr. Bass sent a cease and desist letter to Mr. Newell, citing a letter of full reconveyance. Mr. Newell acknowledged the letter on October 2022, but then presented a new deed of trust. Mr. Bass was not made aware of the letter of full reconveyance, and the new deed of trust was signed after the date of the letter, raising concerns of duress and potential forgery.
6. The signature on the new deed of trust does not match Mr. Bass's signature, and Defendants have not provided an original copy of any documents.
7. Carrington Mortgage Services, the servicing arm for Bank of America, attempted to coerce Mr. Bass into signing backdated deeds of trust. When Mr. Bass refused, they offered him $100 to sign.
8. Mr. Bass became suspicious and went to the title company, where he was provided with the letter of full reconveyance. However, Mr. Bass does not know who the benefactor was that paid and satisfied the debt, as he was not sent a copy of the letter.
9. Mr. Bass seeks an injunction to halt the trustee's sale and damages for the alleged wrongdoing of Defendants, including the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages.

PARTIES

1. Plaintiff Jeremy L. Bass is an individual who resides in Nez Perce County, Idaho.
2. Defendant Michael Newell, ESQ. is an individual who acts as a trustee on behalf of Bank of America in connection with the Property.
3. Defendant Bank of America is a financial institution with its principal place of business in Charlotte, North Carolina.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to the laws of the State of Idaho.
2. Venue is proper in this Court because the Property is located in Nez Perce County, Idaho.

FACTS

1. Mr. Bass is the owner of the Property

please finish

and has been making payments on a mortgage held by Bank of America since 2008.

1. On [Date], Mr. Bass received a notice of default from Mr. Newell.
2. Mr. Bass timely responded to the notice of default within the required 20 days by certified mail.
3. However, the law office where Mr. Newell works had the address provided in the notice forwarded to another address and then back to the original address, creating a loop.
4. Despite Mr. Bass's response, Mr. Newell continued with the sale process.
5. On [Date], Mr. Bass sent a cease and desist letter to Mr. Newell, citing a letter of full reconveyance.
6. Mr. Newell acknowledged the letter on October 2022, but then presented a new deed of trust.
7. Mr. Bass was not made aware of the letter of full reconveyance and the new deed of trust was signed after the date of the letter, raising concerns of duress and potential forgery.
8. The signature on the new deed of trust does not match Mr. Bass's signature, and Defendants have not provided an original copy of any documents.
9. Carrington Mortgage Services, the servicing arm for Bank of America, attempted to coerce Mr. Bass into signing backdated

please finish

deeds of trust. When Mr. Bass refused, they offered him $100 to sign.

1. Mr. Bass became suspicious and went to the title company, where he was provided with the letter of full reconveyance. However, Mr. Bass does not know who the benefactor was that paid and satisfied the debt, as he was not sent a copy of the letter.

CAUSE OF ACTION

1. Mr. Bass brings this action against Defendants for an injunction to halt the trustee's sale and damages for the alleged wrongdoing of Defendants, including the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages.
2. Mr. Bass seeks an injunction to halt the trustee's sale due to the alleged wrongdoing of Defendants, including their failure to properly notify Mr. Bass of the letter of full reconveyance, their attempts to coerce him into signing backdated deeds of trust, and their use of a forwarding address to create a loop and hinder Mr. Bass's ability to respond to the notice of default.
3. Mr. Bass also seeks damages for the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages resulting from the alleged wrongdoing of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Mr. Bass respectfully requests that this Court enter judgment in his favor and against Defendants, and award him the following relief:

1. An injunction to halt the trustee's sale of the Property;
2. Damages for the overpayments Mr. Bass has made on the mortgage between 2009 and 2019 with compounding interest;
3. Any additional damages resulting from the alleged wrongdoing of Defendants;
4. Costs and disbursements of this action; and
5. Such other and further relief as the Court deems just and proper.

DATED: [Date]

Jeremy L. Bass

Here is a revised version of the complaint based on the additional information provided:

IN THE DISTRICT COURT OF NEZ PERCE COUNTY, IDAHO

JEREMY L. BASS,

Plaintiff,

v.

MICHAEL NEWELL, ESQ., acting in accordance with normal property law in Idaho, and BANK OF AMERICA,

Defendants.

COMPLAINT

Plaintiff Jeremy L. Bass (“Mr. Bass”) brings this action against Defendants Michael Newell, ESQ. and Bank of America (collectively, “Defendants”) and alleges as follows:

INTRODUCTION

1. This is an action to stop a trustee's sale and seek damages for the alleged wrongdoing of Defendants in connection with a property located at 1515 21st Ave, Lewiston, Idaho 83501 (the “Property”). The sale is scheduled for December 30, 2022.
2. Mr. Bass is the owner of the Property and has been making payments on a mortgage held by Bank of America since 2008.
3. Mr. Newell is a trustee acting on behalf of Bank of America in connection with the Property.
4. Mr. Bass received a notice of default from Mr. Newell and responded within the required 20 days by certified mail. However, the law office where Mr. Newell works had the address provided in the notice forwarded to another address and then back to the original address, creating a loop. Despite this, Mr. Newell continued with the sale process.
5. Mr. Bass sent a cease and desist letter to Mr. Newell, citing a letter of full reconveyance. Mr. Newell acknowledged the letter on October 2022, but then presented a new deed of trust. Mr. Bass was not made aware of the letter of full reconveyance, and the new deed of trust was signed after the date of the letter, raising concerns of duress and potential forgery.
6. The signature on the new deed of trust does not match Mr. Bass's signature, and Defendants have not provided an original copy of any documents.
7. Carrington Mortgage Services, the servicing arm for Bank of America, attempted to coerce Mr. Bass into signing backdated deeds of trust. When Mr. Bass refused, they offered him $100 to sign.
8. Mr. Bass became suspicious and went to the title company, where he was provided with the letter of full reconveyance. However, Mr. Bass does not know who the benefactor was that paid and satisfied the debt, as he was not sent a copy of the letter.
9. Mr. Bass seeks an injunction to halt the trustee's sale and damages for the alleged wrongdoing of Defendants, including the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages, including those needed to correct any tax obligations.

PARTIES

1. Plaintiff Jeremy L. Bass is an individual who resides in Nez Perce County, Idaho.
2. Defendant Michael Newell, ESQ. is an individual who acts as a trustee on behalf of Bank of America in connection with the Property.
3. Defendant Bank of America is a financial institution with its principal place of business in Charlotte, North Carolina.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to the laws of the State of Idaho.
2. Venue is proper in this Court because the Property is located in Nez Perce County, Idaho.

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FACTS

1. Mr. Bass is the owner of the Property and has been making payments on a mortgage held by Bank of America since 2008.
2. On [Date], Mr. Bass received a notice of default from Mr. Newell.
3. Mr. Bass timely responded to the notice of default within the required 20 days by certified mail.
4. However, the law office where Mr. Newell works had the address provided in the notice forwarded to another address and then back to the original address, creating a loop.
5. Despite Mr. Bass's response, Mr. Newell continued with the sale process.
6. On [Date], Mr. Bass sent a cease and desist letter to Mr. Newell, citing a letter of full reconveyance.
7. Mr. Newell acknowledged the letter on October 2022, acknowledging that the letter of full reconveyance was valid.
8. However, Mr. Newell then presented a new deed of trust. Mr. Bass was not made aware of the letter of full reconveyance, and the new deed of trust was signed after the date of the letter, raising concerns of duress and potential forgery.
9. The signature on the new deed of trust does not match Mr. Bass's signature, and Defendants have not provided an original copy of any documents.
10. Carrington Mortgage Services, the servicing arm for Bank of America, attempted to coerce Mr. Bass into signing backdated deeds of trust. When Mr. Bass refused, they offered him $100 to sign.
11. Mr. Bass became suspicious and went to the title company, where he was provided with the letter of full reconveyance. However, Mr. Bass does not know who the benefactor was that paid and satisfied the debt, as he was not sent a copy of the letter.

CAUSE OF ACTION

1. Mr. Bass brings this action against Defendants for an injunction to halt the trustee's sale and damages for the alleged wrongdoing of Defendants, including the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages, including those needed to correct any tax obligations.
2. Mr. Bass seeks an injunction to halt the trustee's sale due to the alleged wrongdoing of Defendants, including their failure to properly notify Mr. Bass of the letter of full reconveyance, their attempts to coerce him into signing backdated deeds of trust, and their use of a forwarding address to create a loop and hinder Mr. Bass's ability to respond to the notice of default.
3. Mr. Bass also seeks damages for the overpayments he has made on the mortgage between 2009 and 2019 with compounding interest, as well as any additional damages resulting from the alleged wrongdoing of Defendants, including those needed to correct any tax obligations.

PRAYER FOR RELIEF

WHEREFORE, Mr. Bass respectfully requests that this Court enter judgment in his favor and against Defendants, and award him the following relief:

1. An injunction to halt the trustee's sale of the Property;
2. Damages for the overpayments Mr. Bass has made on the mortgage between 2009 and 2019 with compounding interest;
3. Any additional damages resulting from the alleged wrongdoing of Defendants, including those needed to correct any tax obligations;
4. Costs and disbursements of this action; and
5. Such other and further relief as the Court deems just and proper.

DATED: [Date]

Jeremy L. Bass