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

**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** |

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**Cases:**

Sheets v. Countrywide Home Loans, Inc., No. 1:09-cv-01426-AWI-BAM, 2010 WL 4918797 (E.D. Cal. Nov. 24, 2010)

Jesinoski v. Countrywide Home Loans, Inc., 574 U.S. 270 (2015)

Yvanova v. New Century Mortgage Corp., 62 Cal. 4th 919 (2016)

Glaski v. Bank of America, 218 Cal. App. 4th 1079 (2013)

U.S. Bank Nat. Ass'n v. Ibanez, 458 Mass. 637 (2011)

**RULES:**

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

**Statutes:**

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

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

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

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

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

Idaho Code § 45-1502 (TRUSTEE'S CHARGE)

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

**Regulations:**

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

**Secondary Sources:**

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

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

Restatement (Second) of Contracts (American Law Institute)

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

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

**TABLE OF EXHIBITS**

Exhibit H – Affidavit of Mailing recorded ....... Inst. No. 905449

Exhibit I – Affidavit of Mailing recorded ....... Inst. No. 905033

Exhibit J – Affidavit of Publication recorded ... Inst. No. 904190

Exhibit K – Affidavit of Service recorded ....... Inst. No. 904189

Exhibit L – Affidavit of Compliance recorded .... Inst. No. 904188

Exhibit M – Affidavit of Compliance recorded .... Inst. No. 904187

Exhibit N – Affidavit of Mailing recorded ....... Inst. No. 904186

Exhibit O – Notice of Default recorded .......... Inst. No. 902262

Exhibit P – Appointment of Successor Trustee .... Inst. No. 902078

Exhibit Q – Assignment of Deed of Trust recorded Inst. No. 799540

Exhibit R – Letter of Full Reconveyance ......... Inst. No. 775252

Exhibit S – Substitution of Trustee recorded .... Inst. No. 775251

Exhibit T – Deed of Trust in Question recorded .. Inst. No. 774964

Exhibit U – Deed of Trust recorded .............. Inst. No. 760926

Exhibit V – Quitclaim deed recorded ............. Inst. No. 760925

Exhibit W – Warrenty Deed recorded .............. Inst. No. 760924

**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. The Plaintiff would humbly admit I miss understood that I was to submit the corrected complaint, it is not the intent to make a mockery of the court’s time and I have been trying to meet any short fall of accuracy. lack of access to litigation services due to rampant conflicts of interest with every firm that has a practicing lawyer under real estate or contract law as the reason the can't even look at my case. With out proper resources to litigate or trained practitioner there is server handicap that favors the rich. I am doing my best to present to the pleasure of the court, my hundreds of hours researching how to protect my investment in a small window on how to be an attorney pales in comparison to a lawyer who has Typical Entry-Level Education Doctoral or professional degree, no On-the-job Training or Work Experience in a Related Occupation substitute of whom I am live one semesters worth of their career not by choice but as needed for defense.

1. **PLAINTIFF**
   1. Jeremy L. Bass. (hereinafter “Mr. Bass”) is the individual the owns and operates THE PROPERTY
   2. By reference include Mr. Bass’ description from the expert witness report
2. **DEFENDANTS**

2.1 Defendant RECONTRUST COMP ANY, N.A, (hereinafter “ReconTrust”, “RCT” 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.

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

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

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

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

2.1.e Foreclosure trustees are responsible for conducting nonjudicial foreclosures, called trustee's sales, in accordance with the Deed of Trust Act, RCW 61.24 et al, and 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.

1. **JURISDICTION AND VENUE**
2. 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.
3. Venue is proper in this Court because the Property at issue is located in Nez Perce County, Idaho.
4. **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-seven billion dollars in settlement or judgments starting from the creation of the loan for this property in 2008. By 2012 they admitted to all manner of frauds that includes many elements of paperwork manipulation.

The list of the four-year span

Another year, another punishment

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

1. **FACTUAL ALLEGATIONS**

* The plaintiff is an expert in digital technologies and graphic arts as listed in exhibit x, a cv of my 30 year 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 #
* Zion’s agreement was on reconveyance notice was to be sent as per its own note on the document, exhibit #, as well as exhibit ##.
* The defendant Mr. Newell in court room 2 in the Nez Peirce county district two on DATE at approximately 11:55 am, attested that they had no wet inked copy, and they conceded that as matter of fact.
* The normal procedure when a lender sells loans to another lender, is to do an assignment of deed of trust and the trustor (borrower) gets noticed cite here and here and here and here.
* For nearing a month’s time, the Plaintiff was responsible for two loans each with a value of $145,000 each.
* The plaintiff attests that they would have never been able to make payments on such an amount, nor was the plaintiff ever made aware that such a debt had put upon on him.
* There was no guarantee that either of the active loans Mr. Bass had been burdened with, was going to be resolved without making payments on both loans.
* If another account error occurred and the reconveyance had not been done, I would have had no proof of the first loan was paid off leaving me exposed.
* The plaintiff did not earn enough at that time to allow for 2 145k loans.
* The defendants have yet to have a third party verify the source of the funds that paid off that first loan, and that it was not hidden in a trick of accounting and technology were a lender takes in a payment from a benefactor who pays off a loan and defuses amount of the transaction over a batch of other account over a span of years, adjusting the transaction by a few pennies amount then regenerating past statements as needed so as to cover a redirection of money and other one financial tracks, which that whole scenario is just one of the many possibilities in which the plaintiff needed to add security features to systems and software in efforts to thwart this abuse while at WSU
* The plaintiff attests to having witnessed and participated in the normal happenings of a loan sold to another lender where as I was given notice that BoA was where I was to make payments too, and to having no recollection of signing anything only a year after getting the loan, only that the plaintiff was upset over being sold off to a bank that had turned him down before.
* A third party is needed to clear up the accounting as BoA 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.

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

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

The Plaintiff's interest in the property is superior to the Defendant's interest, as the Defendant acquired the second mortgage through fraud. The Defendant has unclean hands, as it concealed the second mortgage by not following through with requirements to send the paperwork to the Plaintiff dispit 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.

**SECOND CAUSE OF ACTION (Fraud)**

**ELEMENTS**

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

Defendant Bank knowingly and intentionally created the second deed of trust and promissory note, with the intent to deceive Plaintiff and avoid 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 fraudulent actions, Plaintiff has suffered damages in an amount to be proven at trial.

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

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

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

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

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

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

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

Plaintiff seeks a judicial determination and declaration of the parties' rights and obligations under the loan agreement and the 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.

EIGTH CAUSE OF ACTION ()

"Unjust enrichment occurs where a defendant receives a benefit which would be inequitable to retain without compensating the plaintiff to the extent that retention is unjust." Vanderford Co. v. Knudson, 144 Idaho 547, 557, 165 P.3d 261, 271 (2007). "The substance of an action for unjust enrichment lies in a promise, implied by law, that a party will render to the person entitled thereto that which in equity and good conscience belongs to the latter." Smith v. Smith, 95 Idaho 477, 484, 511 P.2d 294, 301 (1973). "The elements of unjust enrichment are that (1) a benefit is conferred on the defendant by the plaintiff; (2) the defendant appreciates the benefit; and (3) it would be inequitable for the defendant to accept the benefit without payment of the value of the benefit." Teton Peaks Inv. Co., LLC v. Ohme, 146 Idaho 394, 398, 195 P.3d 1207, 1211 (2008).

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

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