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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.  MICHAEL NEWELL, ESQ AT IDEA LAW  GROUP, LLC,  CARRINGTON MORTGAGE  SERVICES, LLC,  AND BANK OF AMERICA, N.A.  Defendants. | Case No. CV35221875  OPPOSITION TO DEFENDANT'S  MOTION TO DISMISS ON  STATUTE OF LIMITATIONS GROUNDS |

COMES NOW, the Plaintiff, Jeremy L. Bass, and respectfully oppose Defendant's Motion to Dismiss and Strike Summons and Complaint, filed by Defendant, Michael J. Newell, IDEA LAW GROUP LLC, on the grounds that the statute of limitations bars the complaint for fraud and breach of contract as the claims originated in 2009.

The Plaintiff asserts that the statute of limitations has not yet begun to run on their claims for fraud and breach of contract because the Plaintiff only recently discovered the fraud, which is a key element of the cause of action. The Plaintiff was unaware of the fraud until recently and the bank's concealment of the fraud and its active efforts to collect on the mortgage, including the filing of a notice of default and the initiation of summary foreclosure proceedings, have prevented the Plaintiff from discovering the fraud and filing a complaint until now.

The Plaintiff cites to the case law which states that the statute of limitations does not begin to run until the plaintiff knew or should have known of the fraud, and that the discovery rule applies to fraud claims. Furthermore, the Plaintiff cites Idaho Code 5-222 which states that "In an action brought to recover a balance due upon a mutual, open and current account, where there have been reciprocal demands between the parties, the cause of action is deemed to have accrued from the time of the last item proved in the account on either side." This supports the Plaintiff's argument that the cause of action for the Plaintiff to recover overpayments has not yet accrued as the bank is still attempting to collect on the account.

In addition, the Plaintiff asserts that it would be unreasonable and uncommon for a borrower to randomly ask their title company if they had abnormal issues with their title/deed, and that the Plaintiff only discovered the fraud after the servicers tried to trick the Plaintiff into signing a new contract back in 2021.

The Plaintiff also cites to any persistent that can be cited like, Persistence of the Fraudulent Concealment Doctrine, which states that when a defendant fraudulently conceals a cause of action, the statute of limitations does not begin to run until the plaintiff discovers or should have discovered the fraud, regardless of when the fraud occurred.

Thus, the Plaintiff respectfully requests that this Court deny Defendant's Motion to Dismiss and Strike Summons and Complaint and allow the Plaintiff to proceed with their claims.

Dated this \_24\_\_\_ day of January 2023.

Respectfully submitted,

Jeremy L. Bass

Plaintiff

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 January 24, 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

Jeremy L. Bass

Plaintiff

Signature