

## Notice to Cease and Desist, Intent to bring Actions

Notice is herein given to Jesse Enos Torres, IV (Jesse IV) and Debtmerica, LLC, (Debtmerica) of 3100 S. Harbor Blvd., Suite 250 Santa Ana, CA 92704, and Donald Torres of Campo San Pedro, Baja California North, Mexico.

You are and have interfered with, including but not limited to, the contract by and between Sophie J. Torres and the Claimant, Jesse E. Torres, III dated April 29, 2009. You have conspired to commit fraud, and done so with reckless disregard for the facts, Malicious Intent, the Intention to Inflict Emotional Distress and to cause severe financial harm to the Claimant.

### **Count I: Tortious Interference**

You have and are engaged in acts that were solely undertaken to intentionally damage the Claimant's contractual relationships.

### **Count II: Deliberate Interference**

You have with premeditated, conscious and reckless disregard of the consequences of your acts, did deliberately and with malice, and for the sole and very purpose of causing harm to the Claimant interfered with the Claimant's Contract and the benefits thereof.

### **Count III: Malicious Intent**

You have, without just cause or reason, committed numerous wrongful acts that have, did and will result in harm to the Claimant. Your actions can be taken in no other way than was their intent, to harm or do some evil purpose to the Claimant.

### **Count IV: Conspiracy to Commit Fraud**

The parties stated herein have conspired and entered an agreement to defraud the mother of the Claimant in order to take-away by illegal acts, the benefits of the above named contract.

### **Count V: Slander**

You have made numerous false statements that were intended to be, and were harmful to the reputation of Jesse E. Torres III.

### **Count VI: Misrepresentation**

You have made numerous assertions and manifestations by words and conduct that is not in accord with the facts.

### **Count VII: Defamation**

You have intentionally made false communications, either written or spoken, that harmed the reputation of, decreased the respect of, defamed the regard of, and diminished the confidence in the Claimant. Your direct acts were held in; and did induce disparaging, hostile, or disagreeable opinions or feelings against the Claimant, including but not limited to, the maternal relationship between the Mother, Sophie J. Torres, and her Son, the Claimant, Jesse E. Torres, III

### **Count VIII: Blatant Disregard of Due Diligence**

If the defending parties had done even minimal due diligence they would have found that the Property Rights to the subject properties that were the subject of the Proposed Trust had already been "Permanently Transferred" to the Claimant on April 24, 2009. The sole purpose of the Proposed Trust, as is the purpose of most Trusts, was to avoid unnecessary taxes, as the property values were significantly increased due to the direct actions of the Claimant.

## History

The defending parties named herein are not, were not and were never intended to be part or party to the Contract and/or the relationship between the Claimant and his Mother, the parties to the above-named *Contract* (Jesse E. Torres III and Sophie J. Torres). A series of events took place that the named defending parties herein used to cause severe harm to the Claimant:

- 1) His Grandmother did tell Jesse E. Torres IV during a phone conversation, and in front of witnesses, that the "Farm House" located at 345 Carriage Shop Road, East Falmouth, Barnstable County, Massachusetts, was "coming along beautifully". This is the same house that was once considered a White Elephant as it actually devalued the property; and the permits to tear it down would be significant as the home was a) Historic, b) located in Wetlands, and c) within 50 feet of the Town of Falmouth's Watershed. In fact, it is now appraised to be worth in excess of \$450,000.
- 2) Jesse E. Torres IV was Disavowed by Jesse III for many acts in the prior 10 years, but the proverbial straw that broke the Camel's back was that Jesse IV had conspired with his Mother and did extort \$11,000 from Jesse III. Why? Jesse III had agreed to loan Jesse IV his last \$11,000 in order to start Debtmerica or its predecessor company. When Jesse IV's Mother suddenly became aware that a) Jesse III had the \$11,000 and b) Jesse IV was to pay the \$11,000 back to Jesse III when he could, she changed the requirements of the divorce settlement to include the new-found \$11,000. This change in divorce settlement was only agreed to by Jesse III because Jesse IV gave assurances that if Jesse III agreed to the revised divorce settlement that now included the \$11,000, he would repay Jesse III and even stated words to the effect that "it's between you and me Dad". Jesse III believed then and even stronger now, that Jesse IV said this partly out of guilt, but mainly because he knew it was the only way to get the money out of Jesse III as he knew Jesse III would never agree to pay any money, under any conditions, to Jesse IV's mother. (See Impeachment of Judge Shirley R. Lewis). As such, Jesse IV would never have received the \$11,000. When Jesse III asked Jesse IV approximately within the last month, and after many years had gone by, to pay the \$11,000 he owed to Jesse III and to pay it directly to his Grandmother in her time of need, Jesse IV's response was to deny his own promises. What Jesse III was incapable of forgiving was not the money, but the fact that Jesse IV actually claimed that his mother somehow found out about the \$11,000 and the conditions whereby Jesse IV was to receive the money, on her own. To state facts, the check for the \$11,000 was written directly to Jesse IV and came directly from the account of Jesse III because in Jesse IV's own words, "it's between you and me Dad".
- 3) Jesse IV did contact his Grandmother within 24 hours of being Disavowed by Jesse III and did find out that Jesse III had told his Mother that she would have to put the property in Trust before he would continue work on the farmhouse. A tactic necessary to get his Mother to do what was in her best interests. Jesse III was continuing with no delay, the completion of the house and has all of the records to prove it. With reckless disregard, and with Malice, Jesse IV, did pressure his Grandmother into removing Jesse III as the manager of her affairs. Jesse IV did this using the threat of taking away the credit card he had supplied to his Grandmother and stopping any further financial assistance. This is the same threat he had used in the past, as he stated personally to me, words to the effect that, "Uncle Don says if she refuses to help herself, why should we keep helping her?". The simple fact is, he did stop sending his grandmother the \$500 each month at that time.
- 4) Jesse IV has relied on the counseling of Donald F. Torres (DFT) of Campo San Pedro, Baja California, North, Mexico. The main claim of DFT being that Jesse IV should and did in effect Disavow his father, Jesse E. Torres III. The "cut" relied on was that Jesse III had not paid his Cousin, the son of Donald F. Torres, James Kimberly Torres (JKT), for the construction he had done on the home of Jesse III. This was and is an out and out lie. One created out of the pure alcoholic fantasies of a severe alcoholic and drug user, who is also a convicted felon, and a

## EXHIBIT 2

person so distraught that he put a gun to his head and killed himself. While I once loved my Cousin, why Jesse IV idolized him I will never know. After Jesse III had Heart Failure and came back East to be under the care of his long time Doctor, the only papers he brought with him were the receipts of all construction done on his home in Mexico. In Mexico, every person receiving payment for services has to sign a receipt for said payment. Jesse III carried with him every handwritten invoice submitted by JKT, every receipt signed by JKT and every invoice and the matching payment for the entire period that JKT worked on the home of Jesse III. There is no question that JKT was paid every dime he was due by Jesse III. The sole reason for bringing these papers across the country by Jesse III was the hope that his sons would review them and see that the allegations were without merit and without a basis in any facts whatsoever. Although Jesse IV was advised of the existence of these documents, he has to this date refused to review them.

- 5) These facts could only allow any reasonable person to conclude that the sole reason for the actions of Jesse E. Torres IV, Donald F. Torres, and Debtmerica, as outlined herein are and were solely undertaken to cause harm to the Claimant, Jesse E. Torres, III.

### Compensatory Damages

Your actions have or will cause an amount of \$100,000 in direct damages to the Claimant as you have not acted on the letters to the attorney you hired, Kathryn Wilson, Mackey and Foster, P.A., 220 Main Street, Suite 202, P.O. Box 901, Falmouth, MA 02541 (Kate) which clearly outlines the damages caused directly by your actions and/or inactions. The following is text from two documents sent to Kate:

- 1) **Material Breach II** You have failed to complete the construction on "Grandma's House" located at 345 Carriage Shop Road. Further, you specifically removed me in my capacity as your representative, thus stopping me from completing the house on your behalf. Your actions have more likely than not caused \$100,000 in additional costs that will be incurred to complete the construction. You have a fiduciary responsibility to do what is best to ensure that the properties are maintained and handled in a way that will protect their value.
- 2) **Direct Costs:** While I have tried to explain to my mother many times, a) the bank that holds the construction mortgage is about to apply the remaining funds to the mortgage balance. Said funds were to be used to complete the house, thereby eliminating her chances to finish it, and b) The \$17,000 that has been withheld from the contractors payments will be turned over to him as she has not filed the arbitration notice required (I strongly doubt the contractor will even show up), and c) I can't keep the current building permit on the home as it is in my name, and as such she will have to comply with all new building requirements, including but not limited to, a new septic system that complies with wetland standards (the house is within 50' of the Town of Falmouth's Watershed).

I estimate complying with the new building codes will cost \$70K to \$80K. That with the \$17K she is about to lose near \$100,000 dollar mark. She also lost the summer rental income which is another \$20K.

- 3) The property in the above named contract has an agreed value of approximately \$1.6 million dollars, not including 10 – 15 years of interest. While you have no legal right to any of the properties, you have with malice, conspired to take and/or divert the benefits of the contract of Jesse III. As such you are personally responsible.

**Note:** "Grandma's House" as stated in this section is the home of Jesse IV's great grandmother.

Amelia Torres, located at 345 Carriage Shop Road, East Falmouth, Barnstable County, Massachusetts (Fresh Pond House).

### **Punitive Damages**

The actions you have undertaken are truly transparent and they reach a level so egregious as to meet not only the standards for punitive damages, but the standards for a Civil R.I.C.O. violation.

### **Cease and Desist**

You have until 5:00 PM EST, Friday July 15, 2011 to correct, cease and desist all of your egregious actions as set forth herein. If you don't fully comply with the demands in this Notice I will immediately file a lawsuit naming all of the above parties as defendants

### **Notice to Publish Website**

As your actions and slanderous lies have publicly and directly affected the person, property and character of Jesse E. Torres, III, and as such we have begun the creation of a new website to publish all of the documents that clearly set-forth all of the facts that will demonstrate your actions and intentions. Further, the website will clearly demonstrate that any and all claims made by the defending parties herein have no basis whatsoever in fact. Additionally, we are making sure that anyone that looks up any of the parties, or any services provided by the parties, using any search engine, will have an opportunity to link to said website.

### **Service to the Officers and Partners of Debtmerica**

Common legal practices dictate that the officers and partners of Debtmerica be notified of this action, and receive a copy of this Notice, as they may or may not be aware of the actions of their CEO and Managing Partner, Jesse E. Torres IV, his original capital source, or his use of corporate assets in this matter. This action could cost said individuals significant monies, and may even lead to the loss of their entire investment (see: Palms Technology vs. Datawatch). Further, they should be aware that Jesse IV did contact and discuss with Jesse III the hiring of his accountant and then long time partner. Jesse IV personally stated to Jesse III that he wanted someone with international experience as he was contemplating moving money and assets offshore. I believe that was in response to the lawsuit against Jesse IV, and/or Debtmerica and/or the company before Debtmerica (His mortgage company specializing in mortgages to unqualified buyers) that Jesse IV started. He told me he couldn't sell Debtmerica because of the pending lawsuit. I am stating this here as all of this will become very public and will rightfully affect Debtmerica, its Partners and Employees.

While we tried to find the individual's email addresses at the Debtmerica site, we could only find the general purpose email account. As there is a limited time frame for the company to comply with the demands set forth herein, we sent a copy of this to Jesse E. Torres IV and said general account with instructions to not open the attachment but to forward to the following people from the "Debtmerica Management Team" we found at the web-page at your website.

- ^ Harry H. Langenberg - Managing Partner & Chief Operating Officer
- ^ Kristen Bemis - General Counsel
- ^ Jarrod Bassin - Director of Sales
- ^ Yaz Hernandez - Director of Information Technology
- ^ Christine Bui - Public Relations Manager
- ^ Sonia Duenas - Human Resources Manager:

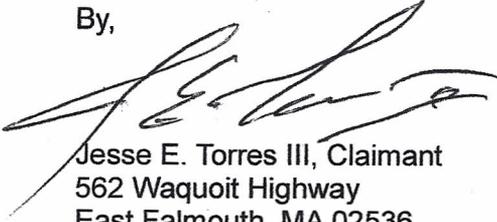
### **Notice to Add Counts**

This Notice contains just a few of the actions we will charge in a complaint. This Notice has been provided to have you Cease and Desist your current actions and to finish the construction for which

EXHIBIT 2

you accepted responsibility. Once again, let there be no doubt that if you have not complied by Friday, July 15, 2011 by 5:00 PM EST we will undertake any and all remedies available to us by law.

By,



Jesse E. Torres III, Claimant  
562 Waquoit Highway  
East Falmouth, MA 02536

**Dated:** July 12, 2011

**Sent Via:**

**Email:** [jtorres@debtmerica.com](mailto:jtorres@debtmerica.com)

[customercare@debtmerica.com](mailto:customercare@debtmerica.com)

(with instructions to not open but to forward to the enclosed list of officers and council)

[kwilson@mackeyfoster.com](mailto:kwilson@mackeyfoster.com)

(Attorney for Sophie J. Torres)

**Certified Mail:** #7009 0080 0001 7656 1004

Jesse Enos Torres, IV

Debtmerica, LLC

3100 S. Harbor Blvd., Suite 250

Santa Ana, CA 92704

EXHIBIT Z

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HARRY H. LANGENBERG  
DEBTMERICA, LLC  
3100 S. HARBOUR BLVD.  
SUITE 250  
SANTA ANA, CA 92704

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  X   Agent  
 Addressee
- B. Received by (Printed Name) C. Date of Delivery  
Christine Bui 7/14/11
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type
- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7009 0080 0001 7656 1004