

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT

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JESSE E. TORRES III )  
 JENNIFER J. ADAMS )  
 Plaintiffs )  
 vs. )  
 SOPHIE J. TORRES )  
 JESSE E. TORRES IV )  
 DEBTMERICA, LLC. )  
 DONALD F. TORRES )  
 Defendants )

---

Civil Docket # BACV2011-00433

**AFFIDAVIT IN SUPPORT OF PLAINTIFFS' RESPONSE AND OPPOSITION TO  
"DEFENDANT, JESSE E. TORRES IV, MOTION TO DISMISS FOR FAILURE TO STATE A  
CLAIM"; REQUEST FOR HEARING**

**COMMON HISTORY AND FACTS**

The Defendants, through Counsel, have filed three separate motions to dismiss, all of which contain statements, without any sworn affidavit, that are contrary to the well documented facts of the above-entitled action. In the interest of judicial economy, the Plaintiffs have provided this sworn affidavit of the true facts and history of the above-entitled action, common to the Plaintiffs' Response and Opposition to the Defendants' three (3) motions.

**I. INTRODUCTION**

The causes of the complaint of the above-entitled action began eleven (11) years ago when Plaintiff Jesse E. Torres III (Jesse III) was touring numerous Mexican Universities and Science Centers as the guest of the Mexican Government. Many of the Universities offered to make the new technology created by Jesse III part of their curriculum. The Mexican

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Government solicited, and was successful, in getting Jesse III to agree to bring the support and development arm of a new corporation to Mexico. This new corporation was owned primarily by Jesse III and his then law firm, Bingham and Dana, and many of the attorneys therein. This move to Mexico was undertaken because, prior to the "dot com bust", it was nearly impossible to hire qualified programmers and support staff in the United States.

Of note: Jesse III has twin sons, the Defendant Jesse E. Torres IV (Jesse IV) and his twin brother Joseph J. Torres, who that same year graduated from two Ivy League schools (Wharton and Cornell). Jesse III gave them a graduation party at his new home in Mexico, with over one-hundred and fifty people in attendance and each of his two sons were given five percent (5%) ownership in these new companies as their graduation gift.

Through no fault of the Plaintiff Jesse III, the "dot com bust" occurred destroying all hopes of a receiving an anticipated billion (\$1,000,000,000) dollar valuation for said companies and instead, left these companies unable to get needed financing for a public offering. Shortly thereafter, Jesse III was solicited by, and did agree to become a senior Computer Scientist for Proximation LLC., a Think Tank in Santa Fe, New Mexico (Proximation), founded by the eleventh employee of Microsoft, Billionaire Greg Whitten. As Mr. Whitten had hired many of the physicists away from Los Alamos, Proximation was contractually responsible to implement the Parallel Processing Operating System and languages for what was about to be the world's largest super computer, being built for the United States Government at Los Alamos. This new Super Computer was, in primary part, being built to simulate nuclear explosions, thereby eliminating the need to test nuclear weapons while guaranteeing their effectiveness.

After an almost year long obligation, Jesse III did return to Mexico to complete his life's work, a second generation Internet. It was at this time that the Defendant Donald F. Torres and his now deceased son, James Kimberly Torres, did add conspiracy and extortion to their

long list of criminal activities. These criminal activities included drug sales and distribution from Mexico throughout the United States and the distribution of Counterfeit Monies (Pesos) in Mexico as well as ties to prostitution in Mexico.

These extortion attempts came with death threats if the Plaintiffs did not comply, to be carried out by known associates of the Defendant Donald F. Torres' family, Hells Angles. Upon the recommendation of the California DEA, who stated that they could not protect the Plaintiffs in Mexico, the Plaintiffs were forced to abandon their five-hundred-thousand-dollar (\$500,000) home in Mexico and move to the only home available to them, in the mountains of California. This move to high altitude was caused solely by the Defendants and led to the Heart Failure of the Plaintiff Jesse III which will statistically shorten his life by twenty years or more, as well as incurring an amount of approximately eighty-thousand-dollars (\$80,000) in medical bills.

The Plaintiffs have paid a heavy price for refusing to submit to the extortion attempts by the Defendants. But so did the Defendant, James Kimberly Torres, who we believe, in order to avoid a third strike while under investigation by the California State Police and DEA, did put a gun to his head and commit suicide. The Plaintiffs, after much thought, believe the current actions of the Defendants are, in part, being driven by the fact that the Defendants believe the suicide of James Kimberly Torres was the fault of the Plaintiffs, since it was the Plaintiffs who reported his criminal actions to the authorities.

Now the Defendants Donald F. Torres, Jesse IV, Sophie J. Torres (Mrs. Torres), financed and facilitated by Debtmerica, attempt to keep the Plaintiffs from receiving one-million-six-hundred-forty-thousand (\$1,640,000) to which they are contractually and ethically entitled.

## II. THE DEFENDANTS' CLAIM OF "SUSPECT CIRCUMSTANCES"

A common theme expressed both in open Court and in the Pleadings by the Defendants' Counsel, is that the main part of this case was based on the contract by and between the Defendant Sophie J. Torres and her son, the Plaintiff Jesse E. Torres III, dated April 24, 2009 (Contract), and that these documents were signed under "*suspect circumstances*". These claims are continually made without benefit of any sworn affidavit by any of the Defendants or their Counsel, as is required by M.S.C.R. 9(A) a, 4. These statements can be taken in no other way than was their intention: to prejudice this Honorable Court.

While the Contract is certainly not the only subject of the Plaintiffs' Complaint, here are the true facts, sworn to by the witnesses of the signing of said documents. Using a copy of Quicken Will Maker, in early April 2009, the Will and Health Care Proxy were generated in the exact way requested by Mrs. Torres, who was there for the entire "interview process" of Quicken Will Maker as well as the preparation of the contract transferring all property rights to her son Jesse III (Contract). She was given, as she requested, advanced copies of her Will, Health Care Proxy and Contract for monies she agreed were owed to her son. She was advised to have them reviewed by her attorney, Katheryn Wilson, and was given significant time to review the documents before their signing on April 24, 2009.

Every chance he gets, the Counsel for the Defendants touts the "*suspect circumstances*" under which these documents were signed. The attached affidavit, Exhibit "II", is from the neighbors of many years of Mrs. Torres and her late husband, Jesse E. Torres Jr. (Dad). The neighbors, retired Falmouth Police Officer Drew Framson and his wife Gail, were there during the entire signing process as witnesses and, contrary to "*suspect circumstances*", in their sworn affidavit, they state in part:

*“...The documents which we refer to, were Last Will and Testament of Sophie J. Torres, Health Care Proxy of Sophie Torres, and Transfer of Property Rights Document. Present were Sophie J. Torres, her son Jesse Jr. [III] Jennifer Adams and ourselves. We distinctly recall that Jesse Torres Jr [III] took painstaking and methodical care to slowly read each document word for word for Sophie Torres. Sophie Torres was continuously asked by Jesse Torres Jr. [III] if she understood what was being read aloud. We further recall that Sophie Torres was given a copy to read along with. This took place at Sophie Torres kitchen table, and she asked questions and was answered by her son. Sophie neither objected to anything presented to her, and was in fact, jovial, lucid and happy throughout.*

*...The Notary also signed and placed a seal on the documents. Again, Sophie Torres was in our opinion fully aware what she had signed, quite happy what she had done, and had complete understanding. There is no doubt in our minds that she did this freely.”*

## **II. RICO CONSPIRACY COUNTS**

We assert that Counsel for the Defendant has made prejudicial statements in open Court, not pertaining to issues before the Court, in an attempt to make light of the RICO charges and death threats in the Complaint of this matter. He appears to want the Court to ignore the attached documentation from the Baja Mexico Attorney Generals office, including the equivalent of a warrant issued, as well as the prison sentences served by named family members, the California DEA investigation, which included stake outs and surveillance, the California State Police investigation and the fact that one of the parties of the investigation put a gun to his head and committed suicide while under investigation. All of the above is well documented, including the known associations with Hells Angles and the extortion attempts and death threats against the Plaintiffs that led to the loss of their five-hundred-thousand-dollar (\$500,000) home and the Heart Failure of the Plaintiff Jesse III, which will statistically shorten his life. This heart failure also caused him to incur an amount of eighty-thousand-dollars (\$80,000), more or less, in medical bills. With all this evidence before the Court, the Defendants, through Counsel, egregiously attempt to dismiss these facts as the ramblings of

a Pro Se Plaintiff, and now, again attempt to delay these proceedings with frivolous motions, as it appears to be the only tactic they have.

It is a fact that the Defendant Jesse IV and his Great Uncle, Defendant Donald F. Torres, do spend many days annually at the home of Defendant Donald F. Torres in Baja California North, Mexico. It is a fact that Defendants Donald F. Torres and Jesse IV have traveled to Vietnam and that Defendant Jesse IV visits former Eastern Block countries on a regular basis. It is a fact that the deceased, James Kimberly Torres, did serve drug related prison sentences in California. It is a fact that James Kimberly Torres did keep many illegal firearms including a fifty (50) caliber Desert Eagle Pistol, rifles, shot guns and automatic weapons at his former home in Descanso, California. It is a fact that Donald F. Torres keeps numerous illegal weapons in his home bedroom closet in Baja California, Mexico. It is a fact that Defendant Donald F. Torres was at all times present and was aware of, the extortion threats made by his son, which included death threats directed by him, against the Plaintiffs. It is a fact that Defendant Donald F. Torres "bragged" to Plaintiff Jesse III about how he was imprisoned in Mexico for passing counterfeit Pesos. It is a fact that the day after the Plaintiff Jesse III disavowed his son, the Defendant Jesse IV, that Mrs. Torres did breach her contract with Plaintiff Jesse III and put in motion the eviction of the Plaintiffs from the properties to whom the property rights had been permanently transferred. This was orchestrated directly by the Defendants Jesse IV and Donald F. Torres with the intermingled support of the Defendant Debtmerica.

### III. CONTRACT RELATED FACTS

On or about April 24, 2009, the Plaintiff Jesse E. Torres III and his mother Defendant Sophie J. Torres did enter into a contract to ethically resolve the monies owed to the Plaintiff

Jesse E. Torres III by the estate of Jesse E. Torres Jr. and the Defendant Sophie J. Torres, and further, to refinance and develop the properties referenced in said contract to their full financial potential.

The defined PROPERTIES (herein also referenced to as "PROPERTIES") named in the Contract were "Grandma's House" located at 345 Carriage Shop Road, "Horse Property" located across the street from Grandma's House, consisting of 5+ acres of land, Town of Falmouth Map 29, Sec 01, Parcel 009, Lot 000, Book 01121, Page 0060, and "Uncle Fred's House" located at 562 Waquoit Highway. All properties are located in East Falmouth, Barnstable County, Massachusetts.

The appraised values of these properties were assessed by licensed appraisers and were valued, more or less, in the following amounts: Grandma's House four-hundred-forty-thousand-dollars (\$440,000), Horse Property nine-hundred-sixty-thousand-dollars (\$960,000) and Uncle Fred's House two-hundred-forty-thousand-dollars (\$240,000) for an amount totaling one-million-six-hundred-forty-thousand dollars. (\$1,640,000).

To facilitate the objectives and intent of the above-stated goals of the Defendant Sophie J. Torres and Plaintiff Jesse E. Torres III and for the purpose of enabling Plaintiff Jesse E. Torres III to finance and develop the PROPERTIES, said Plaintiff was appointed by the Defendant Sophie J. Torres as her Attorney in Fact on April 24, 2009. The Power of Attorney was registered with the Barnstable Registry of Deeds on June 1, 2009 @ 12:05 pm; Bk. 23757 Pg. 88 #30498.

On May 8, 2009, in order to preserve the standing of the Will, Power of Attorney, Health Care Proxy and the above-referenced contract, all executed on April 24, 2009, two separate packages were sealed and mailed to the then CPA of the Defendant Sophie J. Torres and

Plaintiff Jesse E. Torres III, Mr. Jeffery S. Cooper. The first package contained all but the Contract between said parties entitled PERMANENT TRANSFER OF PROPERTY RIGHTS (hereafter referred to as "Contract"), the second package contained only the Contract itself with specific written instructions on the envelope, demanded by the Defendant Sophie J. Torres that the separate Contract was "only to be opened if her Will was contested". Hereto attached and marked as Exhibits "FF" and "GG". (see: Ohio Bldg. Restoration. Inc. Id.)

On August 6, 2009, in order to advance the mutual goals and obtain the mutual benefits thereof, the Defendant Sophie J. Torres and the Plaintiff Jesse E. Torres did execute a Letter of Intent to place the Properties into a corporate trust, ("Torres Farm Trust, Inc."), hereto attached and marked as Exhibit "EE", (see: Ohio Bldg. Restoration. Inc. Id.) whereby the parties agreed that the Plaintiff Jesse E. Torres III would receive fifty-one percent of the outstanding stock and the Defendant Sophie J. Torres would receive forty-nine percent of the outstanding stock. Therefore, each of the parties were to receive this percentage of monies from the PROPERTIES by their sale, or any other incomes as became available.

The Torres Farm Trust, Inc. was to have been created upon the completion of the construction and restoration of the property known as Grandma's House.

On or about May 28, 2011 the Plaintiff Jesse E. Torres III after many years of abuse, did by email disavow his son, the Defendant Jesse E. Torres IV. Within 24 hours after this act, the Defendant Sophie J. Torres did notify the Plaintiff Jesse E. Torres III that she was going to breach her contract with the Plaintiff Jesse E. Torres III by changing her will and would also evict the Plaintiffs from the properties of which they had received at minimum a Tenancy interest.

On or about July 11, 2011 the Plaintiffs did send by certified mail, return receipt

requested, a "Notice of Breach of Contract" to the Defendant Sophie J. Torres and her then attorney Kathryn Wilson of Mackey and Foster, P.A.

On or about July 12, 2011 the Plaintiffs did send by certified mail, return receipt requested, a "Notice to Cease and Desist, Intent to Bring Actions" to Defendants Jesse E. Torres IV and Debtmerica, LLC.

None of the above-named Defendants cured, or attempted to cure, the defaults as stated in their above-captioned notices, and as such the Plaintiffs did, on July 21, 2011, file the above-named action with this Court to protect their interests.

The Complaint contains four counts against the Defendant Sophie J. Torres. In summary, Count I is brought for specific breach of contract for violating specific conditions as set forth in the Contract. While the remaining Counts all contain breach of contract claims, Count II is for not completing the construction, nor maintaining the property known as "Grandma's House". Counts III and IV are primarily for failure to maintain the properties. Counts II through IV are brought in part for Breach of Fiduciary Responsibility and as in these counts, the Defendant Sophie J. Torres is causing severe devaluation of the PROPERTIES where the Plaintiffs have a financial interest directly or as the sole asset available to the Defendant that can facilitate the payment of those monies owed by the Defendant Sophie J. Torres to the Plaintiff Jesse E. Torres III.

#### **IV. FINANCIAL HISTORY**

Through the years, the Plaintiff Jesse E. Torres III provided services and loaned monies to his parents, Jesse E. Torres Jr. (hereafter referred to as "Dad") and the Defendant Sophie J. Torres, to cover their numerous and considerable business losses. On or about 1983, Dad had a life altering accident where he spent three and one-half (3 1/2) months in

Falmouth Hospital, two and one-half (2 1/2) of which were in intensive care.

This accident came within a few months of a demoralizing and financially devastating partnership in an AMC Dealership in Falmouth, with a Mr. Kevin Mann (hereafter referred to as "Partner"), who subsequently disappeared and left the state with no known forwarding address. The Dealership, Dad, and the Defendant Sophie J. Torres found themselves in financial chaos as their former Partner had left them not only deeply in debt, but had also left the business checking accounts severely overdrawn with uncollected checks to many of their and the Dealership's vendors. These actions also left loans provided by the Plaintiff Jesse E. Torres III to Dad, the Defendant Sophie J. Torres, or the business owned jointly by them, in the amount of one-hundred-twenty-one-thousand-dollars (\$121,000) more or less, unpaid to their son, but also left various of Dad's and the Defendant Sophie J. Torres' personal real estate properties at risk, as they were, to the best of memory, fourteen-months (14) behind on their mortgage payments. See: Jesse E. Torres III Et. Al. v. Falmouth National Bank, Barnstable Superior Court (1988).

Compounding the disastrous situation was the fact that Dad did not have specific health insurance coverage, nor was he able to work for many years after the accident.

The Plaintiff Jesse E. Torres III did, for the direct benefit of Dad and Defendant Sophie J. Torres, bring all mortgages up to date and/or did purchase and develop said properties, did provide weekly and/or monthly checks to Dad and the Defendant Sophie J. Torres, did make arrangements to pay all of Dad's Hospital bills, and did provide the funding to get Dad and the Defendant re-started in a new business when Dad was able, and did provide other monies to Dad and the Defendant for several years thereafter.

On or about 1996, Dad was falling deep into debt with his new automobile repair business. Once again the Plaintiff Jesse E. Torres III did pay the overdue bills for this failed

business, as well as those that were personally owed and/or guaranteed by Dad and the Defendant Sophie J. Torres, in the amount of one-hundred-forty-thousand-dollars (\$140,000) more or less.

Upon closing the above-referenced business, Plaintiff Jesse E. Torres III did provide weekly checks to Dad and the Defendant Sophie J. Torres for an extended period until Dad and the Defendant Sophie J. Torres began receiving their Social Security checks.

It was promised to the Plaintiff Jesse E. Torres III, was common knowledge, and frequently discussed within the family, that the entire estate of Dad and the Defendant Sophie J. Torres was to go to their only natural child, Jesse E. Torres III, in major part to repay the monies owed to their son, the Plaintiff Jesse E. Torres III. This was clearly demonstrated in the original Will of Dad and Defendant Sophie J. Torres. Further, Dad did on many occasions, offer to sell the properties that were inherited from his side of the family to repay his son, the Plaintiff Jesse E. Torres III.

On or about March 22, 2007, the Plaintiff Jesse E. Torres III did have Catastrophic Heart Failure while living in California. This heart failure and its cause are part of the Complaint of this action specific to the Defendant Donald F. Torres. On or about Memorial Day Weekend 2007, the Plaintiffs left California and drove back to the Plaintiff Jesse E. Torres III's childhood home in Falmouth, Massachusetts.

The Plaintiff Jesse E. Torres III, shortly after his return, did ask his mother, the Defendant Sophie J. Torres to accompany him to Rockland Trust to withdraw his monies from the account that Richard Weir, the V.P. of Rockland Trust, had opened for him with a deposit in the amount of one-hundred-fifty-thousand dollars (\$150,000), more or less. These funds were being held for him by his late father, Jesse E. Torres Jr.

The account should have had an amount of one-hundred-thirty-five-thousand-dollars

(\$135,000) plus several years interest, since the amount of fifteen-thousand-dollars (\$15,000) had been withdrawn and loaned to Dad by the Plaintiff Jesse E. Torres III in order to repay monies Dad had borrowed years before from his brother, Defendant Donald F. Torres.

The Defendant Sophie J. Torres at this time, informed her natural son, Plaintiff Jesse E. Torres III, that she had transferred all of her son's money from Rockland Trust to the Sovereign Bank, and that an amount of approximately thirty-thousand-dollars (\$30,000) was all that remained.

This was devastating news to the Plaintiff Jesse E. Torres III as he needed this money for living expenses and to pay the hospital bills he had accumulated from his Heart Failure. Additionally, it was clear that even if he loaned the Defendant Sophie J. Torres the remaining monies, she would soon exhaust the entire amount without a restructuring of her finances.

As there were considerable properties available valued in the approximate amount of two-million-dollars (\$2,000,000), the Plaintiff Jesse E. Torres III and the Defendant Sophie J. Torres did agree to work together, as was in their mutual best interest, and as they had done many times before, to restructure their financing and to have the Plaintiff Jesse E. Torres III manage the family properties and finances as he had always done in the past. In furtherance of this goal, the Defendant Sophie J. Torres did empower her son Jesse E. Torres III with her Power of Attorney hereto attached as Complaint exhibit "R", which was registered with the Barnstable County Registry of Deeds so that he could also manage real estate transactions on her behalf, as well as her general financial requirements. It was agreed that he would make best use of the properties which were to include restoring the properties, and either sell them once restored, or use them to their best economic advantage. This provided the basis of the Contract that is now an action before this Court.

#### V. HISTORY OF THE PARTIES

There were numerous questions stated during the hearing of posting Court records on the Internet in this case by the Honorable Christopher J. Muse, that can certainly affect this motion and this case, and as such we will try to answer those questions herein.

The Plaintiffs were not always impoverished, nor forced to represent themselves Pro Se. They are now in this predicament due to the specific actions of the Defendants which are now at issue in this case.

The Plaintiff Jesse III is a Senior Computer Scientist of thirty-five (35) years whose last non-personal employment was at the Proximation Think Tank in that capacity. The Think Tank was funded by the eleventh (11<sup>th</sup>) employee of Microsoft, billionaire Greg Whiten. A main obligation of said Think Tank, was its responsibility for the development of the parallel processing languages and Operating System for what was the world's largest super computer, built for the United States Government at Los Alamos. This Super Computer was to be used in considerable part, to simulate nuclear explosions so that we no longer have to physically test them.

The Plaintiff Jennifer J. Adams has a Masters Degree in Mechanical Engineering and was employed by JPL/NASA as an engineer for the Deep Space Network, responsible for the design, manufacturing and installation of the three (3) seventy (70) meter antennas located in California, Australia and Spain. These antennas allow continuous radio communication with spacecraft used to bring us the images from deep space we now routinely see in the media.

On or about September 1999, Plaintiff Jesse III called his attorneys at Bingham and Dana and asked them to prepare a 505B offering memorandum to sell shares in a new technology he had developed. The entire offering was purchased before the 505B offering was even discussed, as numerous attorneys at Bingham Dana and the firm itself purchased

all of the available stock with the exception of some stock that was withheld for the Plaintiff's Banker, Richard Weir, V.P. Of Rockland Trust.

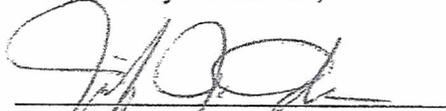
Prior to the "dot com bust", it was nearly impossible to hire computer programmers in the United States, as they were in such great demand. As the Plaintiff Jesse III had just finished a project utilizing approximately one-hundred-sixty (160) programmers in India, he formed a computer software corporation and started looking for available resources closer to home. Mexico appeared to have the answer with a large untapped staff of well-trained programmers in the same timezone as the United States. The Mexican Government provided tours and meetings with numerous Universities and Science Centers in Mexico, many of whom offered to teach the Plaintiff's new technology. After being the guest of the Mexican Government on and off for several months, the Plaintiff Jesse III did buy a home in the same "Campo" as his uncle, the Defendant Donald F. Torres, and did begin its remodeling in Baja California North, Mexico. This was before he realized the criminal nature of his family members and the extent of their illegal activities. It was also at the same time as the "dot com bust", which forced the closing of the newly formed computer software corporation.

When it became known that the Plaintiff Jesse III may be available for employment, he received a call from the above-mentioned Greg Whitten to help with his new company Proximation, LLC, in New Mexico. Mr. Whitten had hired many of the Physicists away from Los Alamos and was contractually obligated to assist with the implementation of the Operating System and Parallel Processing Languages for the above-mentioned Super Computer.

After a nearly year long obligation, the Plaintiff Jesse III did return to his home in Mexico to complete his life's work, a second generation of the Internet. It was at this time,

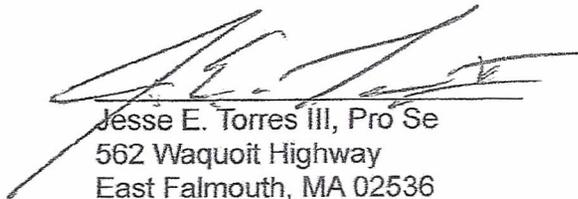
while both the Plaintiffs were in Mexico, that the numerous extortion attempts accelerated, and threats on the lives of the Plaintiffs began. After being advised by California DEA officers that they could not protect the Plaintiffs in Mexico and that they should return to the United States, the Plaintiffs were forced to abandon their home in Mexico and move to the mountains of Southern California. These actions did cause the heart failure of Plaintiff Jesse III which almost guarantees that numerous years of his life have been lost.

Respectfully submitted,



Jennifer J. Adams, Pro Se  
562 Waquoit Highway  
East Falmouth, MA 02536  
(617) 840-7880  
[jadams@jetiii.com](mailto:jadams@jetiii.com)

Respectfully submitted,



Jesse E. Torres III, Pro Se  
562 Waquoit Highway  
East Falmouth, MA 02536  
(617) 291-0862  
[jtorres@jetiii.com](mailto:jtorres@jetiii.com)

Dated September 26, 2011

ATTESTATIONS

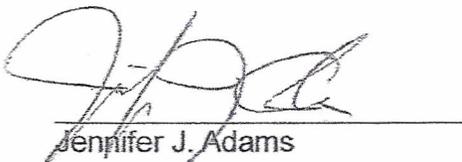
Plaintiff Jesse E. Torres III:

I Jesse E. Torres III of Barnstable County, Massachusetts did personally prepare this affidavit and the response and opposition to which it is in support of, and I do herein swear, under the pains and penalties of perjury, that the facts contained in said documents, are true to the best of my personal knowledge.

  
\_\_\_\_\_  
Jesse E. Torres III                      Date 9/26/2011

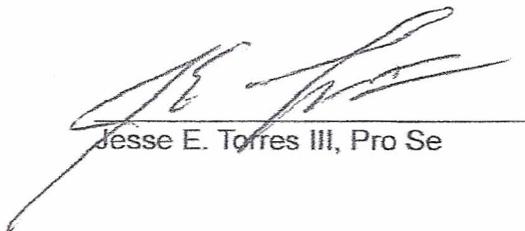
Plaintiff Jennifer J. Adams:

I Jennifer J. Adams of Barnstable County, Massachusetts did review this affidavit and the response and opposition to which it is in support of, and I do herein swear, under the pains and penalties of perjury, that the facts contained in said documents, are true to the best of my personal knowledge.

  
\_\_\_\_\_  
Jennifer J. Adams                      Date SEPT 26, 2011

CERTIFICATE OF SERVICE

I, Jesse E. Torres III, hereby certify that on September 26, 2011, I have served the Defendants Sophie J. Torres through her attorney of record, and Jesse E. Torres IV and Debtmerica, LLC, at their address on record with this Court, a true copy of this document by postage prepaid U.S. Mail.

  
\_\_\_\_\_  
Jesse E. Torres III, Pro Se

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT  
NO. BACV2011-00433

JESSE E. TORRES, III and	)
JENNIFER J. ADAMS,	)
Plaintiffs,	)
	)
vs	)
	)
SOPHIE J. TORRES,	)
JESSE E. TORRES, IV,	)
DEBTMERICA, LLC, and	)
DONALD F. TORRES,	)
Defendants.	)
_____	)

**DEFENDANT, DEBTAMERICA, LLC'S,  
MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM**

NOW COMES THE DEFENDANT, Debtmerica, LLC, in the above-entitled matter and hereby moves this Honorable Court pursuant to Rule 12 (b) (6) of the Mass. R. Civ. Proc., to dismiss all claims of the Plaintiffs, Jesse E. Torres, III and Jennifer J. Adams asserted against the Defendant, Debtmerica, LLC, in this case.

AS GROUNDS THEREFORE, the Plaintiff's Complaint fails to state any legally recognizable claim against the Defendant upon which relief may be granted. In support of this Motion, please see Defendant's attached Memorandum of Law in Support of it motion.

WHEREFORE, the Defendant, Debtmerica, LLC, respectfully requests that this Honorable Court dismiss the Plaintiffs claim against the Defendant with prejudice pursuant to Mass. R. Civ. P. 12 (b) (6).

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Respectfully submitted,  
Debtmerica, LLC  
By their attorney



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Jeremy M. Carter  
BBO #542118  
Wilkins and DeYoung  
270 Winter Street  
Hyannis, MA 02601  
(508) 771-4210

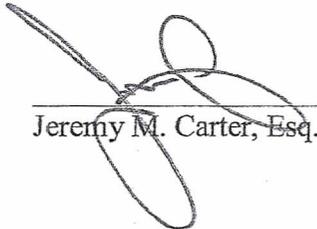
Dated: September 7, 2011

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Motion to Dismiss for Failure to State a Claim has been sent via first class mail, postage prepaid this 9 day of September, 2011 to the Plaintiffs:

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

Jennifer J. Adams  
562 Waquoit Highway  
East Falmouth, MA 02536



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Jeremy M. Carter, Esq.

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COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT  
NO. BACV2011-00433

JESSE E. TORRES, III and )  
JENNIFER J. ADAMS, )  
Plaintiffs, )  
vs )  
SOPHIE J. TORRES, )  
JESSE E. TORRES, IV, )  
DEBTMERICA, LLC, and )  
DONALD F. TORRES, )  
Defendants. )  
\_\_\_\_\_ )

**MEMORANDUM OF LAW  
IN SUPPORT OF DEFENDANT, DEBTMERICA LLC'S,  
MOTION TO DISMISS**

**ISSUES**

Whether the Plaintiff has stated in any of its counts against the Defendant any cognizable claim against the Defendant.

**FACTS**

The Plaintiffs have filed a nineteen (19) count complaint against multiple Defendants. The counts that pertain to Defendant, Debtmerica, LLC, are counts 5 through 11, alleging Tortious Interference, Deliberate Interference, Malicious Intent, Conspiracy to Commit Fraud, Slander, Defamation of Character, and Intentional Infliction of Emotional Distress, between the Defendant, Debtmerica, LLC, and the Plaintiff, Jesse Torres, III.

The Defendant, is a corporation registered in the State of Nevada. It has its principal place of business in California and has not contacts with the Commonwealth of Massachusetts. According to the statements within the Complaint, the Plaintiffs allege that Defendant,

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Debtmerica, intermingled support, used threats to stop financial aid in order to coerce Defendant, Sophie Torres to change her will.

The specific counts against the Defendant are as follows:

1. Count V alleges tortious interference by Debtmerica with a contract by and between Sophie Torres and Plaintiff, Jesse Torres, III. A review of the statements leading up to this Count does not reference any action taken by Debtmerica, which would constitute an tortious interference between Defendant, Sophie Torres and Plaintiff, Jesse Torres, III. The implication contained within the Count is that the Defendant intermingled support with the other Defendants to accomplish a tortious interference.
2. Count VI alleges the same cause of action as Count V but changes the reference of the "interference" from tortious to deliberate. It appears by way of pleading that the Plaintiff believes this interference rises to criminal culpability, which certainly cannot be pled here.
3. Count VII alleges a malicious intent but only references Debtmerica as intermingling support with the other Defendants. The Count suggests that there was a conspiracy but sets forth no information or allegations setting forth Debtmerica's relationship to the conspiracy or its involvement with same. It is unclear what cause of action the Plaintiff seeks in this Count as malicious intent does not rise to a recognized cause of action.
4. Count VIII alleges conspiracy to commit fraud that does not set forth the specific fraud. Once again that Count only involves the Defendant, Debtmerica by saying it intermingled support with the other Defendants. It is unclear as to what conspiracy or fraud the Defendant, Debtmerica, is involved in under this Count.
5. Count IX alleges slander on the part of Defendant, Debtmerica, but does not indicate anywhere within the Complaint what statements were made by Debtmerica to constitute slander.

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6. Count X alleges defamation against Defendant, Debtmerica, but fails to state what statements this specific Defendant made and how they were at fault and how they harmed the Plaintiff's reputation.

7. Count XI alleges intentional infliction of emotional distress by the Defendant, Debtmerica, against the Plaintiffs. This Count or any other statements contained within the Complaint does not set forth what actions this Defendant took to inflict emotional distress.

### ARGUMENT

The subject matter of the within Complaint is arguably an issue over a Will that the Plaintiffs drafted and had the Defendant, Sophie Torres, sign on or about April 24, 2009. Disregarding the circumstances under which this Will was created and ultimately executed, the claims against the Defendant, Debtmerica, LLC, simply cannot be sustained as pled.

A corporation or in this case a Limited Liability Company has no capacity to commit a tort. Tortious acts of its agents are not corporate acts. There is no reference within the Plaintiffs' Complaint that any of the Defendants were acting as an agent of Debtmerica, LLC. In fact, the Complaint attempts to establish the Defendant as its own legal person committing acts. There is no reference to the Defendant having any agent and thus the Defendant, Debtmerica, cannot be held responsible by itself. A corporation is liable for the torts of its agents done in its behalf or at the order of the stockholders or corporate management. See **Nims v. Mount Herman Boys School**, 160 Mass. 177 (1893). There is no allegations that Debtmerica's agents committed any acts that the Defendant could be held responsible for and there is no allegation that any of the stockholders or corporate management instructed the Defendant to act in a certain way.

Further, a corporation is liable for torts of its agents acting within the scope of their authority in corporate business but is not liable for totally unauthorized acts or for the torts of

those agents committed at other times, simply because they are its agents or employees. There is no clear statement or understanding within the Complaint of how Debtmerica, LLC has committed the acts alleged. There is no reference to agents, times or how these acts were carried out.

The Defendant, Debtmerica, cannot by itself interfere with a contractual arrangement. Therefore, without more Count V must be dismissed.

Count VI alleges a deliberate interference by Debtmerica and under corporate law, Debtmerica cannot be held liable by itself without alleging an agent committed such an act.

Count VII does not reference a legal recognizable civil cause of action and therefore, the Plaintiffs cannot be allowed to go forward against Debtmerica under this Count.

Count VIII attempts to make the Defendant responsible for an act not committed by its agent or under a corporate order. Debtmerica is a Limited Liability Company and does not have the ability by itself to commit a conspiracy.

Count IX and X allege that Debtmerica made statements that both slandered and defamed the Plaintiffs. No statements have been referenced and the corporation alone cannot make such statements.

Lastly, Count XI alleges an intentional infliction of emotional distress which is again a specific count against an individual and attempts to portray the Defendant corporation as a person.

In sum, the allegations made against Debtmerica fail to state a cause of action for which relief can be granted. There is no reference that Debtmerica has any contacts with the Commonwealth of Massachusetts nor is there any statements regarding actions made by its agents or corporate board that rise to the counts set forth in the Plaintiffs' Complaint.

**CONCLUSION**

For the foregoing reasons, the Defendant, Debtmerica, LLC, requests that this Honorable Court dismiss all the Plaintiffs' counts against the Defendant.

Respectfully submitted,  
Debtmerica, LLC  
By their attorney

*Jeremy Carter by GWR*

Jeremy M. Carter  
BBO #542118  
Wilkins and DeYoung  
270 Winter Street  
Hyannis, MA 02601  
(508) 771-4210

Dated: September 7, 2011

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Memorandum of Law has been sent via first class mail, postage prepaid this 9<sup>th</sup> day of September, 2011 to the Plaintiffs:

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

Jennifer J. Adams  
562 Waquoit Highway  
East Falmouth, MA 02536

*Jeremy Carter by GWR*

Jeremy M. Carter, Esq.

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COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT  
CIVIL ACTION  
NO. BACV2011-00433

JESSE E. TORRES, III and others<sup>1</sup>

vs.

SOPHIE J. TORRES and others<sup>2</sup>

MEMORANDUM OF DECISION AND ORDER  
ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

Plaintiffs, Jesse Torres and Jennifer Adams, filed this action against Defendants for, *inter alia*, alleged breach of contract, conspiracy, slander, defamation, coercion, extortion, and intentional infliction of emotional distress. All counts other than those against Defendant Jesse E. Torres, IV, appear to arise from an alleged breach of contract between Plaintiff Jesse E. Torres, III and Defendant Sophie Torres. Before the court is Defendant Jesse E. Torres, IV's motion for summary judgment. For the following reasons, Defendant's motion for summary judgment is ALLOWED.

BACKGROUND

The summary Judgment record, viewed in a light most favorable to the non-moving party, reveals the following.

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<sup>1</sup>Jennifer J. Adams.

<sup>2</sup>Jesse E. Torres, IV, Debtmerica, LLC, and Donald F. Torres.

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On or about April 24, 2009, Plaintiffs assisted Defendant Sophie Torres in drafting a will, which she then signed. Sophie then executed an Addendum to the Will, which Plaintiffs also helped her to draft, which purported to transfer all of her rights in real property to the Plaintiffs. Plaintiffs allege that the execution of this Addendum created an enforceable contract between the parties, and that Sophie's decision to change and/or revise her will by executing a third and subsequent will constitutes a breach of contract.

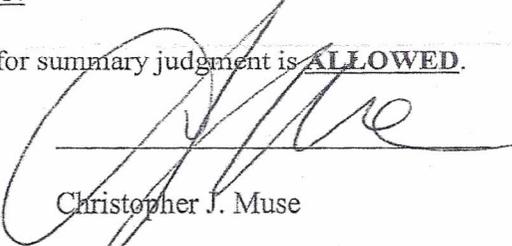
The parties agree that all counts, must fail if the breach of contract count against Sophie fails.

#### DISCUSSION

Massachusetts case law is clear that an enforceable contract to make a will cannot be litigated for breach of contract until such time for performance has arrived, i.e. at the time of death. Furthermore, even if this court found an enforceable contract, which it does not, a breach is not arguable. The court has reviewed all of the remaining counts, and all parties agree that a ruling as to count I would impact all remaining claims. As count I is dismissed, all remaining counts must be dismissed. Therefore, summary judgment is appropriate at this time.

#### CONCLUSION

For the foregoing reasons, Defendant's motion for summary judgment is ALLOWED.

  
\_\_\_\_\_  
Christopher J. Muse

Justice of the Superior Court

Dated: November 23, 2011

A true copy, Attest:

  
Clerk

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COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT

JESSE E. TORRES III )

JENNIFER J. ADAMS )

Plaintiffs )

vs. )

SOPHIE J. TORRES )

JESSE E. TORRES IV )

DEBTMERICA, LLC. )

DONALD F. TORRES )

Defendants )

Civil Docket # BACV2011-00433

**PLAINTIFFS' RESPONSE AND OPPOSITION TO "DEFENDANT, DEBTAMERICA, LLC'S, MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM"; REQUEST FOR HEARING**

The Plaintiffs, Jesse E. Torres III and Jennifer J. Adams, in the above-entitled matter, hereby oppose the Defendant Debtmerica LLC's Motion to Dismiss for Failure to State a Claim, dated September 7, 2011 with Certificate of Service Dated September 9, 2011, and requests a hearing on this matter.

**INTRODUCTION**

This motion is part of a trilogy of similar motions to dismiss brought by the Defendants' Counsel to delay answering the Plaintiffs' Production of Documents and Interrogatories served on the Defendants, that will clearly further support the Plaintiffs' claims.

A common theme expressed both in open Court and in the Pleadings by the Defendants' Counsel, is that the main part of this case was based on the Contract by and between the Defendant Sophie J. Torres and her son, the Plaintiff Jesse E. Torres III, dated April 24, 2009, and that these documents were signed under "*suspect circumstances*". These claims are continually made without benefit of any sworn affidavit by any of the Defendants or their Counsel, as is required by M.S.C.R. 9(A) a, 4. These statements can be taken in no other way than was their intention: to prejudice this

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Honorable Court.

In order to bring forth the true facts and circumstances of the signing of said contract, the Plaintiffs requested that a sworn affidavit be written by the witnesses Drew and Gail Framson, in attendance at the time of its signing. Attached is their sworn, notarized Affidavit dated September 19, 2011, hereto marked as Exhibit "II". The Framsons were the long time neighbors and friends of the Defendant Sophie J. Torres and her late husband, Jesse E. Torres Jr. They were the witnesses for all of the documents in question signed by Mrs. Torres and were in attendance for several hours while the documents were explained in detail to Mrs. Torres. Additionally, they went with Mrs. Torres to the Notary Public to have their signatures notarized along with Mrs. Torres'. Mr. Framson is a retired Falmouth Police Officer who, along with his wife, states in part in said affidavit:

*"...The documents which we refer to, were Last Will and Testament of Sophie J. Torres, Health Care Proxy of Sophie Torres, and Transfer of Property Rights Document. Present were Sophie J. Torres, her son Jesse Jr. [III] Jennifer Adams and ourselves. We distinctly recall that Jesse Torres Jr [III] took painstaking and methodical care to slowly read each document word for word for Sophie Torres. Sophie Torres was continuously asked by Jesse Torres Jr. [III] if she understood what was being read aloud. We further recall that Sophie Torres was given a copy to read along with. This took place at Sophie Torres kitchen table, and she asked questions and was answered by her son. Sophie neither objected to anything presented to her, and was in fact, jovial, lucid and happy throughout.*

*...The Notary also signed and placed a seal on the documents. Again, Sophie Torres was in our opinion fully aware what she had signed, quite happy what she had done, and had complete understanding. There is no doubt in our minds that she did this freely."*

The Honorable Judge Christopher J. Muse was, in our opinion, on point when he stated during the hearing of First Amendment Issues in this action, words to the effect, *a Son, Grandmother, Grandson and Uncle, something doesn't sit right*. We pray that the Court will look beyond the inelegance of our Pro Se pleadings and see the true facts of this case, many clearly set forth in the numerous documents attached to this action. The Plaintiffs as Pro Se, are fully aware that the extent of the claims they are bringing forth, which include RICO claims, make the believing of the claims difficult. We, the Plaintiffs, lived through them and we can hardly believe them.

However, the facts contained in our pleadings and Complaint are true facts, and well

documented, while the claims of “*suspect circumstances*” continually stated by Counsel for the Defendants are clearly untrue. If given an opportunity to present the facts to this Court and complete our Discovery, our claims will be as undisputed as the occasion under which the aforementioned contract was signed. Further, the actions of the Defendants will be shown for what they were, indefensible, criminal and civil acts against the Plaintiffs that lead to the greatest loss of all to the Plaintiff Jesse E. Torres III. This loss was not his money or even the many years his life has most likely been shortened, but rather the loss of his sons to the allure of corruption surrounding the Defendant Donald F. Torres.

These motions brought by Counsel for the Defendants have been successful in delaying the discovery of the mailing address of the Defendant Donald F. Torres, so that he may continue to avoid being served. Further, we assert that the Counsel for the Defendant Sophie J. Torres is well aware that there is no defense available to avoid a Motion for Summary Judgment by the Plaintiffs against said Defendant (hereafter referred to as Mrs. Torres) and as such, said Motion for Summary Judgment will more likely than not, be allowed by this Honorable Court. Of specific note is that the Defendants' motions have been successful in delaying these proceedings, as this case and its discovery have been suspended until their motions are ruled on by this Court.

The Defendant Debtmerica's argument is based on assumptions and innuendos rather than facts. The Defendant, through Counsel, then attempts to loosely make fit case law to support these assumptions, yet the only case offered by the Defendant in support of their motion is *Nims v. Mount Herman Boys School*, 160 Mass. 177 (1893), a non-profit corporation and a ruling on non-related claims.

In support of this opposition, the Plaintiffs reallege and reassert paragraphs 1 through 134 of their Complaint, which are incorporated herein by reference and all attachments to said complaint as if specifically attached hereto.

## I. ISSUES

It is clearly demonstrable that Debtmerica, LLC (hereafter referred to as Debtmerica) is merely

an alter ego for its primary shareholder Defendant Jesse E. Torres IV (hereafter referred to as Jesse IV). In this case it is clear that the Court should ignore the legal protection provided a corporation and pierce the corporate veil. There is a history of questionable corporations used as thin veils to cover the actions of, and the assets of, the Defendant Jesse IV both here and overseas. Additionally, as discovery has been forestalled, it is impossible at this time to determine just how deep the co-mingling of funds is between the Defendants, including but not limited to, by and between Defendants Jesse IV and Debtmerica, and what expenses of Jesse IV have been paid by Debtmerica in this action. Before disavowing him, the Plaintiff Jesse E. Torres III (hereafter referred to as Jesse III) has had numerous discussions with his son, the Defendant Jesse IV, on moving the Defendant Jesse IV's, and his various corporation's, assets offshore, which include the assets of Defendant Debtmerica, (these discussions occurred specifically before settling the indictment with the Attorney Generals Office of the State of New York). Further, the Defendant Jesse IV did discuss with the Plaintiff Jesse III, the qualifications of the Plaintiff's partner of thirty (30) years, CPA, Jeffery S. Cooper. Further Plaintiff Jesse III specifically discussed with Defendant Jesse IV, Mr. Cooper's knowledge of the formation and administration of offshore corporations and financial accounts.

Debtmerica, simply put, is a front for the Defendant Jesse IV, and as such is also liable for the actions of its "agent", co-defendant, Jesse IV, as is clearly stated in the Plaintiffs' claims of "intermingled support" by Debtmerica's Founder, Managing Partner and Chief Executive Officer, the Defendant Jesse IV, who at all times had, and has full control of Debtmerica. The Defendant Jesse IV is not just an agent of Debtmerica, he *is* Debtmerica and as such Debtmerica should not be allowed by this Court to hide his assets and actions from the Plaintiffs.

## II. CLOSED CORPORATE HISTORIES

Debtmerica is a closely held corporation founded by the Defendant Jesse IV and his partner Harry H. Langenberg, of which all, or the vast majority of, stock is held by these same two individuals. Debtmerica is but one in a series of questionable business ventures and corporations founded by

these two parties, starting just days after September 11, 2001, with their "Commemorative Coin Company" founded to exploit the September 11 tragedy. It was soon forced to close down, as said corporation and said parties were sued individually and corporately by the New York Fire Department for copyright violations, as well as other questionable acts. The Plaintiff Jesse III did help "bail out" this corporation to help his son. Next was Lending Point Mortgage Corporation, formed to exploit the unqualified mortgage market, and funded in part as a simple "Mortgage Company" by the Plaintiff Jesse III. Lending Point, after becoming one of the country's largest brokers of sub-prime mortgages, was all but closed by what has become one of our Country's greatest financial disasters. Next, Debtmerica was formed to exploit the wreckage left by the sub-prime mortgage business and to ostensibly "help" the now debt-ridden mortgage-buyers who had been put into their predicament by companies like the above-mentioned Lending Point Mortgage Corporation. Of note is that Debtmerica recently settled their indictment with the New York Attorney Generals Office for the sum of one-hundred-seventy-five-thousand dollars (\$175,000) plus twenty-five-thousand-dollars (\$25,000) in costs to avoid criminal prosecution. The most recent addition to the growing list of corporations founded by the Defendant Jesse IV is Prime Advantage Funding Corporation, which is claimed to be an offshore funding corporation, apparently owned in its entirety by Defendant Jesse IV and is allegedly used to move personal and corporate assets offshore.

### III. RICO CONSPIRACY COUNTS

We assert that Counsel for the Defendant has made prejudicial statements in open Court, not pertaining to issues before the Court, in an attempt to make light of the RICO charges and death threats in the Complaint of this matter. He appears to want the Court to ignore the attached documentation from the Baja Mexico Attorney Generals office, including the equivalent of a warrant issued, as well as the prison sentences served by named family members, the California DEA investigation which included stake outs and surveillance, the California State Police investigation and the fact that one of the parties of the investigation put a gun to his head and committed suicide while

under investigation. All of the above is well documented, including the known associations with Hells Angles and the extortion attempts and death threats against the Plaintiffs that led to the loss of their five-hundred-thousand-dollar (\$500,000) home and the Heart Failure of the Plaintiff Jesse III, which will statistically shorten his life. This heart failure also caused him to incur an amount of eighty-thousand-dollars (80,000), more or less, in medical bills. With all this evidence before the Court, the Defendants, through Counsel, egregiously attempt to dismiss these facts as the ramblings of a Pro Se Plaintiff, and now again attempt to delay these proceedings with frivolous motions, as it appears to be the only tactic they have.

It is a fact that the Defendant Jesse IV and his Great Uncle, Defendant Donald F. Torres, do spend many days annually at the home of Defendant Donald F. Torres in Baja California North, Mexico. It is a fact that Defendants Donald F. Torres and Jesse IV have traveled to Vietnam and that Defendant Jesse IV visits former Eastern Block countries on a regular basis. It is a fact that the deceased, James Kimberly Torres, did serve drug related prison sentences in California. It is a fact that James Kimberly Torres did keep many illegal firearms including a fifty (50) caliber Desert Eagle Pistol, rifles, shot guns and automatic weapons at his former home in Descanso, California. It is a fact that Donald F. Torres keeps numerous illegal weapons in his home bedroom closet in Baja California, Mexico. It is a fact that Defendant Donald F. Torres was at all times present and was aware of, the extortion threats made by his son, which included death threats directed by him, against the Plaintiffs. It is a fact that Defendant Donald F. Torres "bragged" to Plaintiff Jesse III about how he was imprisoned in Mexico for passing counterfeit Pesos. It is a fact that the day after the Plaintiff Jesse III disavowed his son, the Defendant Jesse IV, that Mrs. Torres did breach her contract with Plaintiff Jesse III and put in motion the eviction of the Plaintiffs from the properties to whom the property rights had been permanently transferred. This was orchestrated directly by the Defendants Jesse IV and Donald F. Torres with the intermingled support of the Defendant Debtmerica.

#### IV. HISTORY OF THE PARTIES

There were numerous questions stated during the hearing of posting Court records on the Internet in this case by the Honorable Christopher J. Muse, that can certainly affect this motion and this case, and as such we will try to answer those questions herein.

The Plaintiffs were not always impoverished, nor forced to represent themselves Pro Se. They are now in this predicament due to the specific actions of the Defendants which are now at issue in this case.

The Plaintiff Jesse III is a Senior Computer Scientist of thirty-five (35) years whose last non-personal employment was at the Proximation Think Tank in that capacity. The Think Tank was funded by the eleventh (11<sup>th</sup>) employee of Microsoft, billionaire Greg Whiten. A main obligation of said Think Tank, was its responsibility for the development of the parallel processing languages and Operating System for what was the world's largest super computer, built for the United States Government at Los Alamos. This Super Computer was to be used in considerable part, to simulate nuclear explosions so that we no longer have to physically test them.

The Plaintiff Jennifer J. Adams has a Masters Degree in Mechanical Engineering and was employed by JPL/NASA as an engineer for the Deep Space Network, responsible for the design, manufacturing and installation of the three (3) seventy (70) meter antennas located in California, Australia and Spain. These antennas allow continuous radio communication with spacecraft used to bring us the images from deep space we now routinely see in the media.

On or about September 1999, Plaintiff Jesse III called his attorneys at Bingham and Dana and asked them to prepare a 505B offering memorandum to sell shares in a new technology he had developed. The entire offering was purchased before the 505B offering was even discussed, as numerous attorneys at Bingham Dana and the firm itself purchased all of the available stock with the exception of some stock that was withheld for the Plaintiff's Banker, Richard Weir, V.P. Of Rockland Trust.

Prior to the "dot com bust", it was nearly impossible to hire computer programmers in the

United States, as they were in such great demand. As the Plaintiff Jesse III had just finished a project utilizing approximately one-hundred-sixty (160) programmers in India, he formed a computer software corporation and started looking for available resources closer to home. Mexico appeared to have the answer with a large untapped staff of well-trained programmers in the same timezone as the United States. The Mexican Government provided tours and meetings with numerous Universities and Science Centers in Mexico, many of whom offered to teach the Plaintiff's new technology. After being the guest of the Mexican Government on and off for several months, the Plaintiff Jesse III did buy a home in the same "Campo" as his uncle, the Defendant Donald F. Torres, and did begin its remodeling in Baja California North, Mexico. This was before he realized the criminal nature of his family members and the extent of their illegal activities. It was also at the same time as the "dot com bust", which forced the closing of the newly formed computer software corporation.

When it became known that the Plaintiff Jesse III may be available for employment, he received a call from the above-mentioned Greg Whitten to help with his new company Proximity, LLC, in New Mexico. Mr. Whitten had hired many of the Physicists away from Los Alamos and was contractually obligated to assist with the implementation of the Operating System and Parallel Processing Languages for the above-mentioned Super Computer.

After a nearly year long obligation, the Plaintiff Jesse III did return to his home in Mexico to complete his life's work, a second generation of the Internet. It was at this time, while both the Plaintiffs were in Mexico, that the numerous extortion attempts accelerated, and threats on the lives of the Plaintiffs began. After being advised by California DEA officers that they could not protect the Plaintiffs in Mexico and that they should return to the United States, the Plaintiffs were forced to abandon their home in Mexico and move to the mountains of Southern California. These actions did cause the heart failure of Plaintiff Jesse III which almost guarantees that numerous years of his life have been lost.

#### V. EXCEPTIONS TO DEFENDANT'S "FACTS"

The Defendant's Counsel has stated as fact statements that can only be viewed as "disturbing". Is it because the Plaintiffs are Pro Se that the Defendant through Counsel expected to set forth as fact specific items from within the Complaint of this action that do not exist and were not plead by the Plaintiffs? How does one defend against arbitrary statements that have nothing to do with the facts now before this Court, and yet are somehow in the Defendant's pleadings as if they were stated by the Plaintiffs? For example, the Defendant through Counsel claims that Count VI alleges the same cause of action as Count V and then states that the Plaintiffs are now filing a criminal complaint therein. Upon review of these two counts, even a Pro Se litigant can see that they are completely different and there are no criminal charges made therein..

#### VI. UNDISPUTED FACTS

Counsel for the Defendant Debtmerica argued in the section entitled FACTS of the Defendant's Memorandum, in paragraphs 1 through 7, that a fact at issue is the definition of the meaning of the "Intermingled Support" of Debtmerica. While this fact alone, argued by the Defendant's Counsel, is a basis to deny their motion, as it presents a disputed fact, the extent as to exactly how deep the involvement of Debtmerica was, is only obtainable through discovery and/or trial by the trier of fact. For example, Production of Documents and Interrogatories have been served on the Defendants Jesse IV and Debtmerica and should ascertain items such as, who is paying for the legal fees of this matter? Was the in-house Counsel of Debtmerica used to provide legal advice to any of the Defendants other than Debtmerica? Were Debtmerica's assets used for travel or communication with other Defendants? Who pays for the numerous trips to and from California to Baja California, Mexico? Who paid for trips to Vietnam and former Soviet Block countries? Who paid for the attorney to change the Will of Sophie J. Torres? Who pays the bill for the credit card used by the Defendant Sophie J. Torres? Are the assets of Defendants Jesse IV, Donald F. Torres and Debtmerica intermingled? Are these assets further intermingled with the other shell corporations of the Defendant such as Lending Point Mortgage Corp and/or Prime Advantage Funding Corp? Are there any other shell corporations? These are just a few of the questions that must be answered to ascertain the facts in this matter and

the extent to which Debtmerica is involved.

The Plaintiffs ask that the Court take notice that not one statement is made in the Defendant's Motion or supporting Memorandum that denies that support, financial or otherwise, was provided by Debtmerica or that denies that there was commingling of funds by Debtmerica with the other Defendants.

In the interest of judicial economy, the seven (7) paragraphs below are to include by reference, the above two paragraphs and the fact that each Count referenced did reassert and reallege paragraphs 1 – 134, 24 pages of single spaced defined bad acts from the Complaint of this action, including conspiracy and RICO charges against the Defendants and that only the trier of fact can determine which are substantive or supportive of the claims against all or specific Defendants. Further, it is clear that Defendant Debtmerica is a closed shell corporation which the Defendants use to hide their assets as well as use to pay their private expenditures and intermingle their personal funds and the funds of their other closed shell corporations and/or organizations.

1. Count V makes claim for Tortious Interference by Defendants Jesse IV, Donald F. Torres and with the intermingled support of Debtmerica. In Count V, it is clearly set forth that it was the intention of the Defendants to intentionally damage the Plaintiffs' contractual and business relationships. The actions of the Defendants was clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.
2. Count VI makes claim for Deliberate Interference by Defendants Jesse IV, Donald F. Torres with the intermingled support of Debtmerica. While the actions of the Defendants certainly rise to a criminal level, no such criminal claim is made against them in the Plaintiffs' Pleadings in this Count as is claimed by Counsel of the Defendant Debtmerica. In Count VI, it is clearly set forth that the Defendants did Deliberately and Intentionally interfere with the contractual relations of the Plaintiffs, and this act has its roots in inducing breach of contract. The actions of the Defendants was clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.

3. Count VII makes claim for Malicious Intent by Defendants Jesse IV, Donald F. Torres and with the intermingled support of Debtmerica. As is charged in Count IV, there was a clear intention to do injury to the Plaintiffs and malice was both expressed and implied. The actions of the Defendants was clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.
4. Count VIII makes claim for Conspiracy to Commit Fraud by Defendants Jesse IV, Donald F. Torres, Sophie J. Torres and with the intermingled support of Debtmerica. As is charged in Count VIII, it is clearly set forth that the Defendants did conspire together, and did enter into an agreement in order to take away, by illegal acts, the benefits of a contract and did so for the purpose of inflicting harm on the Plaintiffs. The actions of the Defendants was clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.
5. Count IX makes claim for Slander by Defendants Jesse IV, Donald F. Torres and with the intermingled support of Debtmerica. As is charged in Count IX, it is clearly set forth that the Defendants did slander the Plaintiffs by making numerous false statements which were intended to be, and were harmful to the reputation of the Plaintiffs. The actions of the Defendants was clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.
6. Count X makes claim for Defamation of Character by Defendants Jesse IV, Donald F. Torres and with the intermingled support of Debtmerica. As is charged in Count X, the Defendants did make intentional false statements that harmed the Plaintiffs' reputation; decreased the respect, regard, and confidence in which the Plaintiffs were held; and did induce disparaging, hostile, or disagreeable opinions or feelings against the Plaintiffs. The actions of the Defendants were clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.
7. Count X makes claim for Intentional Infliction of Emotional Distress by Defendants Jesse IV,

Donald F. Torres and with the intermingled support of Debtmerica. As is charged in Count X, it was the clear and premeditated intentions of the Defendants to inflict Emotional Distress. The actions of the Defendants was clearly set forth in the Plaintiffs' Complaint, including the bad acts of the agent of Debtmerica, Defendant Jesse IV.

## VII. STANDARDS FOR CONSIDERING A RULE 12(B)(6) MOTION TO DISMISS

The Defendant Debtmerica's Motion to Dismiss fails to meet the rigorous standards required by Rule 12(b)(6): "A court may grant the radical relief of dismissal only if the plaintiff can set forth no set of facts which would entitle [them] to relief." *Coraccio*, 415 Mass. at 147. It is well established that "[t]he rules of pleading in Massachusetts are generous. A cause may not be dismissed for failure to state a claim upon which relief could be granted 'unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.'" *Spence v. Boston Edison Company*, 390 Mass. 604, 615 (1983) (citations omitted).

These "generous and indulgent criteria" reduce "a plaintiff's obstacle in surmounting a rule 12(b)(6) motion to dismiss for failure to state a claim to a minimal hurdle," and mean that a "plaintiff is to be given the benefit of any doubt . . . and must prevail over the motion unless it appears with certainty that he is entitled to no relief under any combination of facts that could be proved in support of his claims." *Brum v. Town of Dartmouth*, 44 Mass. App. Ct. 318, 321-22 (1998) (citations omitted, emphasis in original).

The sufficiency of the claims raised in the plaintiff's complaint is examined by accepting the allegations, and such reasonable inferences as may be drawn therefrom, as true. See *Eyal v. Helen Broadcasting Corp.*, 411 Mass. 426 , 429 (1991)

Further, the Court may also look to materials outside of the pleadings to satisfy itself that it has subject matter jurisdiction without converting the motion for summary judgment. See *Flynn v. Ohio Bldg. Restoration, Inc.*, 260 F. Supp. 2<sup>nd</sup> 156, 161 (D.D.C. 2003). (This paragraph hereafter referenced

as Ohio Bldg. Restoration, Inc.)

The Defendant Debtmerica has not come close to meeting this high burden.

### VIII. ARGUMENT

In support of this argument, the Plaintiffs reallege and reassert the section above entitled UNDISPUTED FACTS, which is incorporated herein by reference, as if specifically argued herein.

At this time, as is clearly set forth above, it is impossible to determine where Jesse IV ends and Debtmerica begins, and as such, their Motion to Dismiss should be denied as a matter of law as there are many facts in dispute that can only be determined by the trier-of-fact. Cites omitted.

The subject matter of the Complaint is much more than the Will of the Defendant Mrs. Torres dated April 24, 2009 as stated by the Defendant's Counsel in their ARGUMENT. The Defendant through Counsel continually attempts to disregard in their pleadings, and in open Court, the eleven (11) years of terror inflicted on the Plaintiffs by the Defendants, even though the Plaintiffs' pleadings contain numerous documents from various country's criminal agencies supporting their claims. It is clear that the Defendants, financed by the Millionaires, Defendants Jesse IV and Debtmerica, are willing to expend any amount of money to continue their well documented attack against the Plaintiffs. The Plaintiffs reallege that these attacks originate from the Defendant Donald F. Torres through, and with the monies and bad acts of, Defendants Jesse IV and Debtmerica.

The criminal actions that started eleven (11) years ago directly caused the loss of the Plaintiffs' five-hundred-thousand-dollar (\$500,000) home, the life-shortening heart failure of Plaintiff Jesse III and eighty-thousand dollars (\$80,000), more or less, of medical bills incurred directly from said heart failure. In this action now before the Court, the Defendants through Counsel now attempt to prohibit the Plaintiffs from receiving any of the monies owed them in the amount of over one-million-six-hundred-forty-thousand-dollars (\$1,640,000).

It is undisputed that Donald F. Torres and his Son, the late James Kimberly Torres, did conspire to extort funds from the Plaintiffs and that the equivalent of a Mexican warrant was issued for the

arrest of James Kimberly Torres. It is undisputed that James Kimberly Torres did put a gun to his head and take his own life while under investigation by the California State Police and DEA, arguably to avoid a third-strike conviction in California.

It is undisputed that on the strong recommendation of California DEA agents after investigating James Kimberly Torres and his association with Hells Angles, that the Plaintiffs did return to the United States where they could be protected. This forced the Plaintiffs to abandon their home in Baja California North, Mexico and move to the only home available to them in the mountains of Big Bear, California. It is argued that this move to high-altitude, caused solely by the bad acts of the Defendant Donald F. Torres and his deceased son, James Kimberly Torres, did cause the heart failure of Plaintiff Jesse III and the expected shorting of his life by many years as well as incurring eighty-thousand-dollars (\$80,000), more or less, in medical expenses.

It is undisputed that Mrs. Torres is now ninety (90) years old, and is also obvious in the pleadings and the Contract attached to her Will, that she was and is loved by her Son, Plaintiff Jesse III. It is also clear in the complaint that Mrs. Torres was not an angel when she was thirty-five (35), and while she is blessed with both a sound mind and body, she is not now an angel at ninety (90). It is clear in the pleadings and supporting documents, and is a fact that Mrs. Torres was responsible for illegally using the funds of her late husband's family trust for her own benefit, and did so without the consent of the other heirs. It is a fact that Mrs. Torres did ignore her late sister, Lillian R. Souza/Sousa's request to leave her property to the niece she had raised. Instead, through litigation in the Barnstable Probate Court where she was sued by approximately fifteen (15) of her family members, she was successful in obtaining the majority of the assets from her late sister's estate.

It is a fact that the day after Plaintiff Jesse III disavowed his son, after enduring eleven (11) years of terror, that Defendants Donald F. Torres, Jesse IV, Mrs. Torres and Debtmerica did conspire and make funds available the very next day to cheat Plaintiff Jesse III from the monies he is contractually entitled to, by breaching the contract between Mrs. Torres and her son, Plaintiff Jesse III.

The Plaintiffs intend to amend, with leave of Court, their complaint specific to the Defendant

Debtmerica, naming its agent as Jesse E. Torres IV and as such, the Defendant Debtmerica's motion cannot be considered at this time for dismissal. See Sherman v. Hallauer (1972, CAS Fla) 455 F2d 1236.

Debtmerica, simply put, is one of numerous suspect closed shell corporations used to hide the actions and assets of the Defendant Jesse IV. In the Defendant Debtmerica's motion and attached Memorandum, the Counsel for the Defendants presents upside down logic in that the corporation is primary, as if its two (2) known shareholders bring it to the status of a Public Corporation with no agent defined in the Plaintiffs' Complaint. The true fact is that the corporation, Debtmerica, is merely a shell being used to hide the suspect actions of the Defendant Jesse IV, and possibly other parties and other intermingled closed corporations and as such should not be afforded corporate protections and its corporate shield should be pierced. See Robert Evans vs. Multicon Construction Corporation & Others (1991) 30 Mass App. Ct. 728

There are numerous facts in dispute as stated above that will only be clarified during the discovery process or by the adjudication by the trier of fact. It is far too early during this case and its discovery to determine just how deeply there has been a commingling of, and usage of funds by and between the Defendants Jesse IV and Debtmerica, or the hiding of expenses within Debtmerica by Jesse IV and/or the other Defendants and/or the closed corporations named above. A Rule 12(b)(6) motion must be based only on an analysis of the facts in the complaint, facts from which the Court must draw all possible inferences favorable to the plaintiffs. See Coraccio, 415 Mass. At 147. Based only on a consideration of those facts and all favorable inferences to be drawn from them, the Plaintiffs have shown that the Defendant Debtmerica's Motion to Dismiss should be denied.

The Defendant Debtmerica through Counsel has made numerous references to the term "*intermingled support*" which we have set forth above. We assert that the Defendant Debtmerica through Counsel interprets this term differently than the Plaintiffs and as such is a fact whose meaning should be determined by the trier of fact. Therefore, the Defendant's Motion to Dismiss should be denied. See Coraccio Id.

The Defendant Debtmerica through Counsel has made numerous references to the fact that no agent of Debtmerica has been defined. The Plaintiffs argue that it is both clear and implied that Defendant Jesse IV is at minimum the acknowledged agent of Debtmerica, and further Jesse IV and his straw company, Debtmerica are a single entity where Debtmerica is used to hide the actions and assets of Jesse IV as well as the actions defined above. Even if we were to assume that the Defendant's arguments were correct, it is an easily corrected error to specifically name Jesse IV as the agent of Debtmerica if the Court deems it is required, and as such, should not be considered by the Court as a reason to dismiss the Plaintiffs' Complaint. See Sherman v. Hallauer Id.

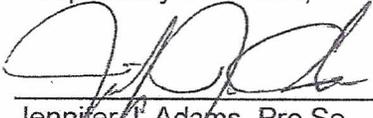
Specific notices by the Plaintiffs, which include Production of Documents and Interrogatories, have been served on Defendants Debtmerica and Jesse IV, and will prove or deny many of their claims against the status of Debtmerica. These notices will prove or deny if Defendant Debtmerica is simply a straw corporation and whether or not it is being used to launder illegal funds known to be a source of income to the family of Defendant Donald F. Torres. Defendant Debtmerica should not be allowed to hide the assets of Defendants Jesse IV and Donald F. Torres or other individuals or corporations from the Plaintiffs. Additionally, Debtmerica and its assets should be liable for any and all claims against the Defendants Jesse IV and/or Donald F. Torres. See Coraccio Id.

The Plaintiffs Complaint in Count VIII specifically contains a claim of conspiracy and as in all suits involving conspiracy, agreement is rarely out in the open, and proof of conscious complicity may depend upon the careful marshaling of circumstantial evidence and the opportunity to cross-examine hostile witnesses and therefore is not proper for a motion to dismiss, See Ferguson v. Omnimedia, Inc., 469 F.2d 194, 198 (1<sup>st</sup> Cir. 1972) and Hub Assoc. v. Goode, quoting Nat. Bank & Trust Co. of Chicago, 529 1257, 1261 (7<sup>th</sup> Cir. 1876).

### VIII. CONCLUSION

For all of the reasons stated above, this Court should deny the Defendant Debtmerica, LLC's Motion to Dismiss for Failure to State a Claim. Alternatively, if the Court is inclined to grant Defendant

Debtmerica, LLC's motion on the basis of failure to state a claim, the Plaintiffs then respectfully request leave to amend their claim to plead additional facts and more detailed allegations in support thereof.

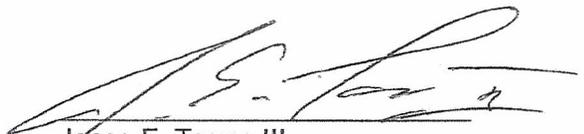
Respectfully submitted,  
  
Jennifer J. Adams, Pro Se  
562 Waquoit Highway  
East Falmouth, MA 02536  
(617) 840-7880  
[jadams@jetiii.com](mailto:jadams@jetiii.com)

Respectfully submitted,  
  
Jesse E. Torres III, Pro Se  
562 Waquoit Highway  
East Falmouth, MA 02536  
(617) 291-0862  
[jtorres@jetiii.com](mailto:jtorres@jetiii.com)

Dated September 20, 2011

**CERTIFICATE OF SERVICE**

I, Jesse E. Torres III, hereby certify that on September 20, 2011, I have served the Defendants Sophie J. Torres, Jesse E. Torres IV and Debtmerica, LLC, through their attorney of record, at his address on record with this Court, a true copy of this document by postage prepaid U.S. Mail.

  
Jesse E. Torres III

A198

EXHIBIT "II"

DREW M. FRAMSON  
GAIL L. FRAMSON  
64 FAIRFIELD STREET  
REHOBOTH, MA 02769

AFFIDAVIT

Under the Pains and Penalties of Perjury we do hereby state the following:

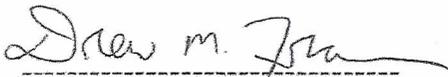
We are husband and wife, and formerly owned and resided at #5 Carriage Shop Road, Waquoit, MA 02536. We lived next to our next door neighbors Jesse and Sophie Torres for over 10 years. We consider the Torres Family to be good friends, and are also very good friends with Jesse Torres Jr. their son and his companion Jennifer Adams. Jesse Torres Sr. passed away in 2007, leaving his widow Sophie Torres living alone.

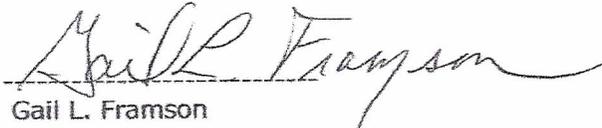
Upon Jesse Sr, passing away, The Torres's son Jesse Jr aka "Jet" and Jennifer Adams both moved from their Mexico home to live with Sophie Torres. Although elderly, Sophie Torres is extremely vibrant, active and of complete sound mind. This was especially true in April of 2009. On April 24, 2009, we were both asked to come next door, at 562 Waquoit Highway, Waquoit Ma, the Torres household, to witness several legal transactions between Jesse Torres Jr. and his mother Sophie.

The documents which we refer to, were Last Will and Testament of Sophie Torres, Health Care Proxy of Sophie Torres, and Transfer of Property Rights Document. Present were Sophie Torres, her son Jesse Jr, Jennifer Adams and ourselves. We distinctly recall that Jesse Torres Jr. took painstaking and methodical care to slowly read each document word for word for Sophie Torres. Sophie Torres was continuously asked by Jesse Torres Jr. if she understood what was being read aloud. We further recall that Sophie Torres was given a copy to read along with. This took place at Sophie Torres kitchen table, and she asked questions and was answered by her son. Sophie neither objected to anything presented to her, and was in fact, jovial, lucid and happy throughout.

At the completion of Jesse Torres and Sophie Torres review of the paperwork, we recall all driving together to United Parcel Service Store (UPS) on East Falmouth Highway, Falmouth for Notary Service and signing of the documents. At the UPS Store, a Notary Public was on duty, and in addition to Jesse Torres Jr and Sophie Torres signing, we signed as witness to the transactions. The Notary also signed and placed a seal on the documents. Again, Sophie Torres was in our opinion fully aware what she had signed, quite happy what she had done, and had complete understanding. There is no doubt in our minds that she did this freely.

Signed Under The Pains and Penalties of Perjury, This 19th Day of September 2011

  
Drew M. Framson

  
Gail L. Framson

A199

EXHIBIT "II"

Kathleen E. Vieira  
Notary

My Commission Expires:  
3/16/2012

KATHLEEN E. VIEIRA  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires March 16, 2012

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT  
CIVIL ACTION  
NO. BACV2011-00433

JESSE E. TORRES, III and others<sup>1</sup>

VS.

SOPHIE J. TORRES and others<sup>2</sup>

MEMORANDUM OF DECISION AND ORDER  
ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

Plaintiffs, Jesse Torres and Jennifer Adams, filed this action against Defendants for, *inter alia*, alleged breach of contract, conspiracy, slander, defamation, coercion, extortion, and intentional infliction of emotional distress. All counts other than those against Defendant Jesse E. Torres, IV, appear to arise from an alleged breach of contract between Plaintiff Jesse E. Torres, III and Defendant Sophie Torres. Before the court is Defendant Jesse E. Torres, IV's motion for summary judgment. For the following reasons, Defendant's motion for summary judgment is ALLOWED.

BACKGROUND

The summary Judgment record, viewed in a light most favorable to the non-moving party, reveals the following.

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<sup>1</sup>Jennifer J. Adams.

<sup>2</sup>Jesse E. Torres, IV, Debtmerica, LLC, and Donald F. Torres.

On or about April 24, 2009, Plaintiffs assisted Defendant Sophie Torres in drafting a will, which she then signed. Sophie then executed an Addendum to the Will, which Plaintiffs also helped her to draft, which purported to transfer all of her rights in real property to the Plaintiffs. Plaintiffs allege that the execution of this Addendum created an enforceable contract between the parties, and that Sophie's decision to change and/or revise her will by executing a third and subsequent will constitutes a breach of contract.

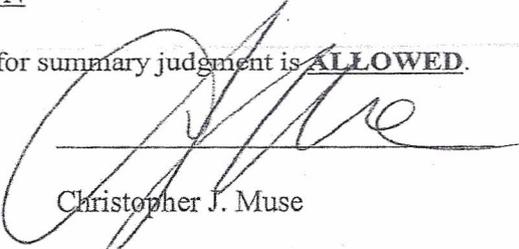
The parties agree that all counts, must fail if the breach of contract count against Sophie fails.

#### DISCUSSION

Massachusetts case law is clear that an enforceable contract to make a will cannot be litigated for breach of contract until such time for performance has arrived, i.e. at the time of death. Furthermore, even if this court found an enforceable contract, which it does not, a breach is not arguable. The court has reviewed all of the remaining counts, and all parties agree that a ruling as to count I would impact all remaining claims. As count I is dismissed, all remaining counts must be dismissed. Therefore, summary judgment is appropriate at this time.

#### CONCLUSION

For the foregoing reasons, Defendant's motion for summary judgment is ALLOWED.

  
Christopher J. Muse

Justice of the Superior Court

Dated: November 23, 2011

A true copy, Attest:

  
Clerk

17202

Commonwealth of Massachusetts  
County of Barnstable  
The Superior Court

CIVIL DOCKET# BACV2011-00433

RE: **Torres III et al v Torres et al**

TO: Jennifer J. Adams  
562 Waquoit Highway  
East Falmouth, MA 02536

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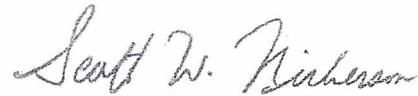
NOTICE OF JUDGMENT ENTRY

This is to notify you that a judgment in the above referenced action has been entered on the docket. A copy of the judgment is enclosed.

Dated at Barnstable, Massachusetts this 28th day of November, 2011.

Scott W. Nickerson,  
Clerk of the Courts

BY:.....



Scott W. Nickerson  
Clerk-Magistrate

Telephone: (508) 375-6684

A 203

Commonwealth of Massachusetts  
County of Barnstable  
The Superior Court

CIVIL DOCKET# BACV2011-00433

Jesse E. Torres, III et al,  
Plaintiffs

vs.

Sophie J. Torres et al,  
Defendants

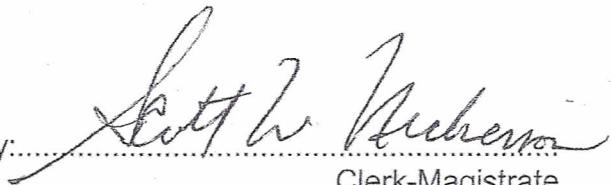
**SUMMARY JUDGMENT**  
**Pursuant to Mass.R.Civ.P. 56**

This action came on to be heard before the Court, Christopher J. Muse, Justice, presiding, upon motion of the defendant, Jesse Torres, IV, for Summary Judgment pursuant to Mass. R. Civ. P. 56, the parties having been heard and the Court having considered the pleadings and affidavits, finds there is no genuine issue as to material fact as to Count I of the complaint, and as a ruling on Count I would impact all remaining claims, all defendants are entitled to a judgment as a matter of law,

It is **ORDERED** and **ADJUDGED**:

that the complaint of the plaintiffs, Jesse E. Torres, III and Jennifer J. Adams, be and hereby is dismissed against the defendants, Sophie J. Torres, Jesse Torres, IV, Debtmerica, LLC, and Donald F. Torres.

Dated at Barnstable, Massachusetts this 28<sup>th</sup> day of November, 2011.

By:   
Clerk-Magistrate

A true copy, Attest:

  
Clerk

A 204

Commonwealth of Massachusetts  
County of Barnstable  
The Superior Court

Civil Docket BACV2011-00433

RE: Torres III et al v Torres et al

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

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CLERK'S NOTICE

This is to notify you that in the above referenced case the Court's action on **12/27/2011**:

*RE: MOTION: emergency motion to accept affidavit of indigency*

is as follows:

**Motion (P#33) ALLOWED as to court cassette recording and transcripts for motion hearings on July 26, July 30, and Nov 17, 2011 (Robert C. Rufo, Justice) Notices mailed 12/27/2011**

Dated at Barnstable, Massachusetts this 9th day of January, 2012.

Scott W. Nickerson,  
Clerk of the Courts

BY:

Nancy N. Weir  
Assistant Clerk

Telephone: (508) 375-6684

Copies mailed 01/09/2012

A205