

## **EXHIBITS**

**Exhibit A:** Addendum to the Will of Defendant Sophie J. Torres - Permanent Transfer of Property Rights

**Exhibit B:** Criminal Complaint against James Kimberly Torres in Mexico

**Exhibit C:** Email sent to Plaintiff Jesse E. Torres III from Defendant Jesse E. Torres IV on November 9, 2000

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**Exhibit E:** Email from Plaintiff Jesse E. Torres III requesting Defendant Jesse E. Torres IV to pay the \$11,000 he owed the Plaintiff Jesse E. Torres III, directly to the Defendant Sophie J. Torres

**Exhibit F:** Notice of Breach of Contract sent to the Defendant Sophie J. Torres and her Attorney Kathryn Wilson

**Exhibit G:** The Will of Defendant Sophie J. Torres

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**Exhibit K:** A statement from Doctor Crago that Defendant Sophie J. Torres is of sound mind and body

**Exhibit L:** An Affidavit from her long time neighbors that Defendant Sophie J. Torres is as sharp as any 35 year old

**Exhibit M:** A Federal Certificate of HECM Counseling for Defendant Sophie J. Torres

**Exhibit N:** An Affidavit by a Massachusetts Notary Public verifying that all documents signed by Defendant Sophie J. Torres were of her own free will and not under any duress

**Exhibit O:** A Certificate of Acknowledgment of the Will of Defendant Sophie J. Torres by a Massachusetts Notary Public

**Exhibit P:** Photos of Beach Home lost, threats and intimidation

# EXHIBIT A

## Addendum to the Will of Sophie June Torres

### Addendum I

#### PERMANENT TRANSFER OF PROPERTY RIGHTS

This Agreement is a binding agreement by and between Jesse Enos Torres III (JET) and his natural Mother, Sophie June Torres (SJT), both are currently residing at 1 Carriage Shop Road, Waquoit, MA 02536. It is intended to be a binding addendum to the document entitled "Will of Sophie June Torres" dated: April 24 09. This Agreement was executed in conjunction with and at the same time and date as the Will of SJT.

#### History

Through the years JET has provided numerous services and monies to his parents, including but not limited to, large sums that were advanced when his father Jesse Enos Torres, Jr. (DAD) had a severe accident that caused him both physical and mental disabilities. DAD was the natural father of JET and Husband of SJT of 3 days short of 60 years. While great sacrifices have been made by JET through the years because of the funds loaned to his parents, he has never regretted, pressured or even asked either of his parents for repayment of the debt. However, JET has always relied on the repeated promise of DAD that all of his estate, which JET played a significant role in creating, would be left to JET. This was and is a natural contract by and between a son and only natural child, and his parents. JET has always relied on the funds and assets that he would receive from his parent's estate as a basis for his own retirement. Reliance on this repayment has been greatly intensified as JET has been a victim of Congestive Heart Failure in recent years.

#### Temporary Will

Reviewed on April 23<sup>rd</sup>, 2009 by SJT and JET was the Will of SJT. It is herein stated by SJT that said Will was intended to be a temporary Will and further that she missed her appointment with her attorney to change it. It was never her intent that it be her final Will. The new Will associated with this document is intended to correctly reflect the desires of SJT and/or DAD which is to leave all of the properties named in said Will to their natural son JET with the exception of those items specifically given to MCT in said Will.

#### Validation of Obligation

On April 23<sup>rd</sup>, 2009 both SJT and JET did review the original Will of DAD and SJT. It was agreed by both parties that it was the clear and undisputed intent of DAD and SJT that their entire estate was to go to their natural son, JET. It is further stated herein that JET was specifically named as the sole beneficiary of the entire estate and that their adopted daughter, Mary Carmen Torres (MCT), was specifically omitted as a beneficiary to said estate.

#### Desire of Sophie J. Torres to leave land to her adopted daughter.

SJT discussed with JET her desire to leave a property know as the "Florida Lots" (See Will) to her adopted daughter Mary Carmen Torres (MCT). This was agreed to by SJT and JET subject to the terms and conditions as set forth in this contract.



# EXHIBIT A

## Addendum to the Will of Sophie June Torres

### Agreement

After lengthy discussions of all of the above by and between SJT and JET, it was agreed that the properties in the Will referred to as "Grandma's House", "Horse Property" and "Uncle Fred's House" (PROPERTIES) would be transferred solely to JET in the Will of Sophie June Torres, Dated April 24, 2009 and further a) that this provision is both permanent and persistent and cannot be modified, including but not limited to, any future Wills or Codicils. This is a binding and durable provision except as follows: a) Sophie J. Torres is free to sell or finance the PROPERTIES while she is living if said sale or financing is required to benefit her happiness, well being or health. b) any proceeds received either directly or indirectly from the sales or financing of these properties not used by SJT will become the property of JET upon her death.

### PROPERTIES solely for the benefit of SJT and JET

In addition, as a condition of this agreement, the adopted daughter, MCT, is expressly prohibited from receiving any monies, properties and/or benefits, directly or indirectly or by any means whatsoever from the PROPERTIES.

### Conditional Release of Obligations

Solely in consideration of receiving the PROPERTIES, JET does herein relinquish any and all claims against the Estate of SJT and/or SJT and DAD for the services rendered and monies loaned to SJT and/or DAD as long as the terms and conditions of this Agreement are fully complied with. If any of these provisions are violated, any monies and interest (at a rate not to exceed that of a normal bank loan during the same time frames and considerations) will become fully due and payable. Further, JET does herein acknowledge that he fully understands that the monies he receives from the PROPERTIES will most likely not fully repay him for the services he provided, the monies he advanced and the interest to which he is entitled.

### Urgency

This new Will required that it be executed with urgency as it was discovered that the temporary Will did not accurately reflect the wishes of SJT and/or DAD.

### Signatures

I, Sophie J. Torres, am of sound mind and body, am fully competent, aware and understand all of the items set forth in this agreement.

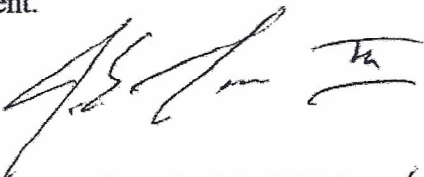
Signed:

  
Sophie June Torres

Date: 4-24-09

I, Jesse Enos Torres III, am both fully competent, aware and understand all of the items set forth in this agreement.

Signed:



Page 2 of 4 - Initials JET Date: 4-24-09

# EXHIBIT A

Addendum to the Will of Sophie June Torres

Jesse Enos Torres III  
Jesse Enos Torres III

Date: 4-24-2009

## Witness 1:

Sign Your Name

Gail L. Framson

Print Your Name

Gail L. Framson

Address:

5 Carriage Shop Rd.

City and State

Wagquait, MA 02536

Dated:

April 24, 2009

## Witness 1:

Sign Your Name

Drew M. Framson

Print Your Name

DREW M. FRAMSON

Address:

5 Carriage Shop Rd, Wagquait MA 02536

Page 3 of 4 - Initials J.E.T. Date: 4-24-09



# EXHIBIT A

## Addendum to the Will of Sophie June Torres

City and State

Waggoner, MA 02536

Dated:

4/24/09

### The Commonwealth of Massachusetts

On this 24 day of April, 2009,  
before me, the undersigned notary public, personally appeared  
Sophie Torres, Dora Gail Torres  
proved to me through satisfactory evidence of identification, which were Photo License  
to be the person whose name is signed on the preceding or attached document and  
acknowledged to me that he/she signed it voluntarily for its stated purpose.



SARAH K. MAYO, Notary Public  
My Commission Expires September 29, 2011

## EXHIBIT B

### DECLARATION BY THE AGGRIEVED PARTY In MEXICALI, BAJA CALIFORNIA

Being 10:00 AM of the twenty-fourth day OF THE MONTH OF AUGUST IN THE YEAR TWO THOUSAND AND SIX.

The attorney-Esq. FIDEL TORRES SILVA, an Agent of the Public Ministry of the local jurisdiction of the AGENCY OF THE PUBLIC MINISTRY INITIATOR-CONCILIATORY SAN FELIPE, In the presence of his Court Clerk attorney-Esq. JORGE ALBERTO ARANDADIAZ, who authorizes and certifies.

Notes to present to this office the one called JENNIFER JUNE ADAMS who exhorts and solemnly declares to behave truthfully under the terms of Article 190 of Criminal Procedural Legislation warning of punishment for the crime who, having incurred a legal duty to behave truthfully before an authority as this Social Representation, to do so falsely or hiding the truth, to which states that: declares to conduct oneself with truth before this authority, and in summary says: To be named as has been written, to be 49 years of age, within a Common-law marriage, female, native of POMONA, CALIFORNIA (USA), Occupation ENGINEER, residing at Kilometer 34 on SAN FELIPE-PUERTECITOS road in CAMPO SAN PEDRO, PUERTO DE SAN FELIPE, telephone 617-291-0862 whose physical description is 5'7", 64kg, straight hair, regular eyes, WHITE complexion, medium build, identified with driver's license number D3824126 and interrogated accordingly in relation to the facts alleged.

DECLARES: that I have come to this Social Representation to file formal complaint or lawsuit against the one named JAMES KIMBERLY TORRES for the crime of threats, that on 17 August of the current year we were in my home located at Km 34 on SAN FELIPE-PUERTECITOS road in Campo San Pedro, in lots 10, 11 and 04, at around 6:30pm when we heard very strong blows on the wooden door of the front entrance.

My house has a wall and we enter by that door. My husband, JESSE TORRES III, went out to see what was happening while I waited in the camper that we keep in the back. I say my husband because although we are not married we have been living together for approximately five years.

I would point out that we have a house built on our property but since it was hot and the camper has air conditioning, it's for this reason we were sleeping there. They spent about five to ten minutes and I heard a big fight outside between my husband and another unknown person. I decided to go out to see what was happening and as I approached I saw my husband talking with a guy and this other guy was shouting and pointing his index finger at my husband. I asked my husband who that person was and he introduced himself as JAMES TORRES saying that he was my husband's cousin.

Then the argument escalated and after several insults, he said that we had 30 days to leave our property and if we didn't, he would have us killed, that he had many criminal friends in the sect called "HELL'S ANGELS" and that they would be the ones to kill us if we did not leave our property in 30 days.

We know this sect does exist which is why we are very scared that something might happen to us. We also know that it is a sect closely tied to drug trafficking and my husband's family knows that JAMES TORRES has bad habits and is apparently dedicated to drug trafficking. For this reason we believe his threats even more because we know that he is linked to the criminal environment.

In addition JAMES TORRES alcoholic, is always drinking and we know he has a criminal record in the United States therefore we know he is dangerous. JAMES TORRES was in Campo San Pedro because



## EXHIBIT B

his father, DONALD TORRES lives in the same campo 100 meters from our house. I will point out that he had mentioned specific names of members of the previously mentioned sect, but due to the scare for which I was subjected I don't remember specifics. I only remember that he indicated first and last names.

That night we could not sleep and we made several calls to family members finding out more about the cousin. The following day, 18 August 2006, I thought that maybe we were over-worried and that the man was simply drunk but I went anyway to report it with the municipal police in the delegation of Puertecitos municipality of Ensenada at about 2:00 PM and I'm glad I did.

The municipal police told me that he would go to my house in an hour to corroborate the data, so I returned home. At about 3:00 PM, someone knocked on the door and we thought it was the police because they said they were coming. It was JAMES TORRES who returned threatening us again, telling us again that if we were not out in 30 days we would suffer the consequences of which he had already warned us the day before.

At this time I told him we had already called the police and that we had reported him. He claimed he didn't care and that we could talk to whomever we wanted, shouting obscenities and again threatening with the 30 days.

After this, we have not seen him and he apparently left the camp Sunday, 19 August. But I want to note that I am terrified by what this guy can do to me and my husband. I panic when I'm alone in my house thinking that he can return and kill me, or send one of his friends from the sect to deprive me of my life or do damage such that I may never recover.

Being all that I have to say by signing the margin after reading this declaration in the presence of the attorney-Esq. of the Public Ministry of the local jurisdiction assisted by the Court Clerk that authorizes and certifies WE CERTIFY.

IS CLOSED AND AUTHORIZES THE PROCEEDINGS

## EXHIBIT B

### PRELIMINARY FINDINGS

office No. 64 / 06

A.P. : 1135/06/107/AP

EXPERT SERVICES MANAGER

MEXICALI ZONE

Present-

It is ordered to whom it may concern to the effect that, among the very worthy personnel, two elements are designated that are presented before this prosecutor's office to receive the appointment of experts in the field of PSYCHOLOGY, whose previous acceptance and declaration of the charge, in order to have practiced opinion of the emotional or psychological affectation of JENNIFER JUNE ADAMS by virtue of integrating the investigation report to the previously mentioned item. The above is based on Articles 20, Section II, 169. 170,171,172,173 , 174, and 175 of the Code of Criminal Procedure and articles 3 Sub-paragraph (A) fraction IV and 28 A) fraction II of the Organic Law of the Attorney General of Justice of the State.

Kind regards

EFFECTIVE SUFFRAGE. NO RE-ELECTION.

THE TITULAR CITIZEN OF THE AGENCY OF THE MINISTRY PUBLIC

SAN FELIPE INITIATING CONCILIATOR

ATTORNEY FIDEL TORRES SILVA

C.c.p. the investigation



# EXHIBIT B

1135/06/107/AP

DECLARACION DE OFENDIDO. En MEXICALI, BAJA CALIFORNIA, siendo las 10:00 Horas del día VEINTICUATRO DEL MES DE AGOSTO DEL DOS MIL SEIS, el Ciudadano Licenciado FIDEL TORRES SILVA, Agente del Ministerio Público del Fuero Común de la AGENCIA DEL MINISTERIO PUBLICO INICIADORA-CONCILIADORA SAN FELIPE, ante la presencia de su Secretario de Acuerdos Ciudadano Licenciado JORGE ALBERTO ARANDA DIAZ, que autoriza y da fe. HACE CONSTAR que presente ante esta oficina el que dijo llamarse JENNIFER JUNE ADAMS a quien se le exhorta y protesta a conducirse con verdad en los términos del artículo 190 de la Legislación Adjetiva Penal, advirtiéndole de la pena para el delito en que incurrn quienes teniendo el deber legal de conducirse con verdad ante una autoridad como esta Representación Social, lo haga falsamente u ocultando la verdad; a lo que manifestó que: si protesta conducirse con verdad ante esta autoridad; y por sus generales dijo: Llamarse como ha quedado escrito, ser de 49 años de edad, estado civil UNION LIBRE de sexo FEMENINO originario de POMONA, CALIFORNIA (E.U.A.), de ocupación INGENIERO con domicilio en KM 34 CARRETERA SAN FELIPE-PUERTECITOS CAMPO SAN PEDRO , PUERTO DE SAN FELIPE, telefono 617 291 0862 que su media filiación es de 1,7 metros, peso 64 kilos, cabello LACIO ojos REGULARES, tez BLANCO, complexión MEDIANA identificándose con LICENCIA DE CONDUCIR número D3824126 e interrogado como corresponde en relación a los hechos que denuncia, MANIFESTO: Que comparezco a esta Reprerentación Social a presentar formal denuncia o querella en contra del de nombre JAMES KIMBERLY TORRES por el delito de amenazas, ya que en fecha 17 de agosto del año en curso estábamos en mi casa habitación ubicada en el Km 34 de la carretera San Felipe-Puertecitos dentro del campo San Pedro en los lotes 10, 11 y 04, eran como eso de las 18:30 horas cuando escuchamos unos golpes muy fuertes en la puera de madera de la entrada de enfrente, mi casa tiene barda por esa puerta es por donde entramos, mi esposo el de nombre JESSE TORRES III salio a ver que es lo que sucedía mientras yo espera en el camper que tenemos en la parte de atras, digo mi esposo porque aunque no estamos casados tenemos viviendo juntos aproximadamente cinco años, señalo que si tenemos una casa construida en nuestro terreno pero como hace calor y el camper si tiene aire acondicionado es por eso estábamos acostados ahí, pasaron alrededor de de cinco a diez minutos y se escuchaba mucha alegata afuera entre mi esposo y otra persona desconocida, fue cuandop decidí salir a ver lo que sucedía, al acercarme vi a mi marido discutiendo con un sujeto y el otro sujeto se ancontraba gritando y apuntando con el dedo indice a mi esposo, en eso yo le pregunte a mi esposo que si quien era esa persona y la

pp. cad

## EXHIBIT B

1135/06/107/AP

persona misma se presento como JAMES TORRES diceindo que era primo de mi esposo, despues la alegata subi6 de tono y depues de varios insultos dijo que teniamos 30 dias para salirnos de nuestra propiedad o que si no nos iba a mandar matar, que el tenia muchos amigos criminales de la una secta llamada "HELL'S ANGELS" traducido significa Angeles del Infierno y que ellos serian los que nos matarian si no nos ibamos de nuestra propiedad en 30 dias, tenemos conocimiento de que esa secta si existe y por eso tenemos mucho miedo de que nos pueda pasar algo, ademàs sabemos que es una secta muy ligada al narcotràfico y por familiares de mi esposo sabemos que JAMES TORRES anda malos pasos y que al parecer se dedica al tràfico de drogas, por eso aún mas creemos en sus amenazas por que sabemos que esta ligado al medio criminal, ademàs el de nombre JAMES TORRES es alcoh6lico, siempre anda tomando y sabemos que tiene antecedentes criminales en los Estados Unidos, por ende sabemos que es peligroso, JAMES TORRES se encontraba en el campo San Pedro porque su padre de nombre DONALD TORRES vive en ese mismo campo a 100 metros de nuestra casa, señoalo inclusive que mencion6 nombres especificos de integrantes de la secta anteriormente señalada los cuales por el susto al cual estaba siendo sujeta no recuerdo pero si recuerdo que señoalo varios con nombre y apellido, esa noche casi no pudimos dormir e hicimos varias llamadas a familiares averiguando mas sobre el primo, al día siguiente 18 de agosto de 2006 yo pensaba que a lo mejor estabamos reaccionando mas de la cuenta y que el señor estaba borracho pero como quiera fui a reportarlo con la policia municipal en la delegación de Puertecitos municipio de Ensenada como a eso de las 14:00 motivo por el que me sentí mas tranquila, la policia municipal me dijo que iria a mi casa como en una hora a corroborar los datos entonces me regresé a mi casa, como a eso de las 15:00 horas tocaron la puerta y pensamos que era la policia porque habían quedado en ir, y resulto que volvi6 en de nombre JAMES TORRES amenazandonos nuevamente diciéndonos que de nuevo que si no nos saliamos en 30 dias nos atenieramos a las consecuencias de lo que ya nos había advertido una día anters, en ese momento le dije que ya habiamos ido a la policia y que lo habiamos reportado alegando que no le importaba y que la hablaramos a quien quisieramos gritando obsenidades y de nuevo no amenazo con lo de los 30 dias, despues de ese momento no lo hemos vuelto a ver al parecer se fue del campo el día domingo 19 de agosto, pero quiero asentar que realimete estoy aterrada por lo que este sujeto nos pueda hacer a mi y a mi esposo, tengo pánico cuando me quedo sola en mi casa de que pueda volver y matarme, o mandar a alguno de sus amigos de la



# EXHIBIT B

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secta a que me priven de mi vida o hacerme un daño tal que nunca pueda recuperarme, Siendo todo lo que tiene que manifestar firmando al margen previa lectura de la presente declaración, ante la presencia del ciudadano agente del ministerio publico del fuero común, asistido por su secretario de acuerdos que autoriza y da fe. DAMOS FE. -----

SE CIERRA Y AUTORIZA LO ACTUADO -----

*J. J. J. J.*

EXHIBIT B

PGJE

AVERIGUACIONES PREVIAS

OFICIO No. 64 / 06

A.P. : 1135/06/107/AP

**C. JEFE DE SERVICIOS PERICIALES**

**ZONA MEXICALI**

Presente.-

He de merecer a Usted, se sirva ordenar a quien corresponda a efecto de que, entre el personal a su muy digno cargo, sean designados dos elementos que se presenten ante esta Fiscalía a recibir el nombramiento de peritos en materia de PSICOLOGIA, quienes previa aceptación y protesta del cargo, a fin de que se le practique dictamen de afectación emocional o psicológica la de nombre JENNIFER JUNE ADAMS, en virtud de integrar el acta de averiguación previa al rubro señalado. Lo anterior con fundamento en los Artículos 20 Fracción II, 169, 170, 171, 172, 173, 174 y 175 del Código de Procedimiento Penales y los artículos 3 Inciso A) Fracción IV y 28 Inciso A) Fracción II de la Ley Orgánica de la Procuraduría General de Justicia del Estado.

MEXICALI, BAJA CALIFORNIA: a VEINTICUATRO DEL MES DE AGOSTO DEL DOS MIL SEIS.

ATENTAMENTE

SUFRAGIO EFECTIVO. NO REELECCION.

EL CIUDADANO TITULAR DE LA AGENCIA DEL MINISTERIO PUBLICO

INICIADORA-CONCILIADORA SAN FELIPE

LICENCIADO FIDEL TORRES SILVA

C.c.p. la indagatoria

# EXHIBIT C

From: jesse\_torres@prusec.com  
Sent: Thursday, November 09, 2000 4:41 PM  
To: jetiii@direcpc.com  
Subject: RE: Priceline is back up and running.

Dear Father,

The site is still not working... I know the homepage works, but the application that enables you to input data into the fields is not functioning. I suggest we figure something else out, or your little rendez vous with this foolish blond from Minnesota will have to be tabled. I can't spend all day on this. Remember, I have a job and people depending on me.

Jesse

P.S. I suggest again, for your sake and SI's that you get out of Mexico. It's time to straighten things out and do the right thing. Wishful thinking at the end of the day doesn't pay the bills. Given your current situation, investors won't either. Consider all that I've said on the phone and make the business plan your utmost priority, not women. They can be bought and sold later....



EXHIBIT

JIM TORRES

HOURS

PERIOD

DATE

✓

44 Hrs

For the Period Ending

4/15/2000

\$ 880.00



EXHIBIT Δ

|   |            |                          |                                    |
|---|------------|--------------------------|------------------------------------|
| JESSE E. TORRES, III<br>12 GREENE ST.<br>BUZZARDS BAY, MA 02532 |            | 58-5747113<br>FD10221167 | 1033                               |
| DATE  |            | 4/31/2000                |                                    |
| PAY TO THE<br>ORDER OF  | Jim Torres | \$                       | 880 <sup>00</sup> / <sub>100</sub> |
| eight hundred eighty and 00/100                                 |            | DOLLARS                  |                                    |
| CAPE COD BANK<br>AND TRUST COMPANY<br>MASSACHUSETTS 29          |            |                          |                                    |
| MEMO Work Ending 4/15/2000                                      |            |                          |                                    |
| ⑆011305949⑆ 101022110 711 1033                                  |            |                          |                                    |

APRIL 118

EXHIBIT D

80

12

12

5

7

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$$116 + 300$$

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$$2320 + 800 = 2620 \quad \text{800}$$

$$\begin{array}{r} 14 \\ 12 \\ 5 \\ \hline 112 \\ 143 \end{array}$$

$$\begin{array}{r} 98 \\ 5 \\ 7 \\ 6 \\ \hline 66 \\ 8 \\ \hline 74 - 1480 \end{array} = 1320$$



# EXHIBIT D

JIM TORRES

HOURS

PERIOD

DATE

72 Hrs

For the Period Ending

4/30/2000

\$ 1,740.00



EXHIBIT D

Jim Torres  
Shopping - List.

CK # 1036 personal  
5/5/2000

\$ 769 <sup>91</sup>/<sub>100</sub>

CK # 1438 PALMS  
5/5/00

\$ 525.<sup>01</sup>

Jim Torres  
Phone Syst. & Off. Supplies.

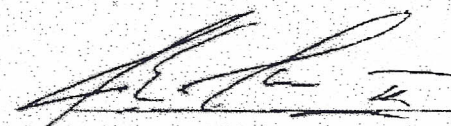
|   |  |  |      |
|---|--|--|------|
| JESSE E. TORRES, III<br>12 GREENE ST.<br>BUZZARDS BAY, MA 02532           |  | 53-574/113<br>1010221107   | 1035 |
| DATE  |  | 5/5/2000   |      |
| PAY TO THE ORDER OF   |  | Jim Torres   |      |
|   |  | \$ 1,740. <sup>00</sup> / <sub>100</sub>   |      |
| One Thousand Seven Hundred Forty dollars & <sup>00</sup> / <sub>100</sub> |  | DOLLARS  |      |
| CAPE COD BANK<br>AND TRUST COMPANY<br>MASSACHUSETTS                       |  |  |      |
| MEMO WORK - ending 4/30/2000  |  |  |      |
| ⑆011305749⑆ 101022110 7⑈ 1035   |  |  |      |



EXHIBIT D

PALMS TECHNOLOGY U.S., INC.  
172 E. FALMOUTH HWY.  
EAST FALMOUTH, MA 02536

CAPE COD BANK  
AND TRUST COMPANY  
MASSACHUSETTS 29  
53-574/113

1431

4/21/00

BY TO THE  
ORDER OF Jim Torres

\$\*3,109.27

Three Thousand One Hundred Nine and 27/100\*\*\*\*\*

Jim Torres

DOLLARS  
Security features  
included.  
Details on back

EMO Office Furniture & Phone System

001431 0113057491 101017531 11



# EXHIBIT D

Miguel Moises : \$ 300

Jim - Work Time - \$

Jim - Shoop. List - Receipts \$

Lolita \$ 200

Company.

79.92

112.95

42.92

19.92

11.92

1.95

59.99

14.45

29.88

55.03

58.89

Camp

525.

497.00

25.44

1.97 = 27.91

177.94 + 1.37 = 179.32

Don - owe - 24.49 - 1.90 = 26.39

169.96 + 1.32 = 171.28

Personal

~~318.54~~

~~418.50~~

+ 379.64

46.96

179.32

171.28

14.23

5.39

79.82

- 27.41

769.41

Personal

EXHIBIT D

JESSE E. TORRES, III  
12 GREEN ST  
BUZZARDS BAY, MA 02532

53-574/113  
1010221107

1036

DATE 5/5/2000

PAY TO THE ORDER OF Jim Torres \$ 769 <sup>47</sup>/<sub>100</sub>

seven hundred sixty nine <sup>47</sup>/<sub>100</sub> DOLLARS

CAPE COD BANK  
AND TRUST COMPANY  
MASSACHUSETTS

MEMO

⑆011305749⑆ 1010221107 1036

PALMS TECHNOLOGY U.S., INC.  
172 E. FALMOUTH HWY.  
EAST FALMOUTH, MA 02536

CAPE COD BANK  
AND TRUST COMPANY  
MASSACHUSETTS 29  
53-574/113

1438

5/5/00

TO THE ORDER OF Jim Torres

\$ 525.01

Five Hundred Twenty-Five and 01/100

Jim Torres

DOLLARS  
Security features  
included.  
Details on back.

MEMO Phone System & Office Supplies

⑆001438⑆ ⑆011305749⑆ 101017531 1⑆

PALMS TECHNOLOGY U.S., INC.  
172 E. FALMOUTH HWY.  
EAST FALMOUTH, MA 02536

CAPE COD BANK  
AND TRUST COMPANY  
MASSACHUSETTS 29  
53-574/113

1437

5/5/00

TO THE ORDER OF MARIA DOLORES GONZALEZ DE PARSONS

\$ 200.00

Two Hundred and 00/100

MARIA DOLORES GONZALEZ DE PARSONS  
CAMPO EL VERGEL KM 35

DOLLARS  
Security features  
included.  
Details on back.

MEMO

⑆001437⑆ ⑆011305749⑆ 101017531 1⑆



# EXHIBIT D

25 P/ -

- M & R = 6 pay's
- Stons / Red = lost - / - pendur -
- Pay for needs
- Mine - \$

10 =  
+ \$200 shop.

100 = \$  
72 hrs -

05/03/00

- 14.23  
50.89.

262.93. - ~~21~~<sup>oc</sup> For morses. - ~~14~~

192.48 = 8.86<sup>saw</sup> - 12.62 - mowes

278.88 - 149<sup>Tool</sup> = 19.83. - Tool just.

5.32

875.12

55.03

144  
\$306  
444

+ 300 sh.  
72 hrs  
1440  
1440  
1440



~~57 MIN~~'s

EXHIBIT D

48.60  
209.97

Apr 08 Radio shack 133.15  
gas 51.75  
Troy's 492.94  
Roger's Supply 38.39  
Dixie Line \$268.90 x 8% = 21.51  
gas / no receipt 30.4

7036.22 total

Apr. 09 gas 28.49  
Home Base / paint 300.87  
gas 27.45  
gas 60.00  
Dixie line / sky light 3702.69

-250 <sup>ch/r</sup> <sub>win</sub>

Apr. 10 Mordido \$150 \$4269.40 total

Apr. 14 gas 49.22  
Troy's / phones 1273.00

\$1322.22 total

Apr 17 Big 5 / knee 64.48  
Home-Depot 492.44  
Security Door H/mpt 141.15  
Circuit City / Box 307.05  
A calon / plumbing Supply 57.79  
Rep Block / metal stake 258.07

\$1321.13 total

Apr 18 gas  
Mordido / Mexico

50  
83 total

~~\$8032.25 - 250 = \$7782.25~~

# EXHIBIT D

Costs/Furniture \$ 1327.22

|                       |               |
|-----------------------|---------------|
| \$1036. <sup>24</sup> | 08, April     |
| \$4269. <sup>48</sup> | 09, April     |
| \$1322. <sup>22</sup> | 14, 16, April |
| \$1321. <sup>13</sup> | 17, April     |
| \$83. <sup>20</sup>   |               |
| \$1327. <sup>22</sup> | > 18 April    |

9359.<sup>21</sup> → Total

- 250.

9109.<sup>21</sup> Total

EXHIBIT D

( 28- ABRIL - 2000 )  
Denis \$150 - personal cheger.  
Moises \$250 - Mexican - chea  
Jimmy ~~\$~~ → \$ work-h/ours.  
Lolita \$ —

( One 700 - (690) - 670 = ) Checar  
\$50 = Denis esto  
turn in

— Checar U. Don — cheque's y  
Recibos.



# EXHIBIT D

# 2000 ON 4-7-66

4-15-200

4-10 9

11 8

12 9

13 8

14 102 \$44

TABLE: DAYS RUNNING

4-17

4-18

4-19

4-20

4-22

4-24

4-25

4-26

4-27

4-28

4-29

4-17 RUNNING

8

8

6

5

8

8

8

8

7

6

Separate

3 Days \$300

4-30-2000

Separate



# EXHIBIT D

JIM TORRES

HOURS

PERIOD

DATE \$

143

For the Period ending May.04/June.09 \$1,592.00

# EXHIBIT D

JIMMY

| ACT.           | Date           | Amount               |
|----------------|----------------|----------------------|
| Runing         | 5/02/00        | \$ 100 <sup>00</sup> |
| Expenses       |                | \$ 432 <sup>00</sup> |
| Can F/Water H. | 5/26/00        | \$ 200 <sup>00</sup> |
| 43 W/HOURS     | may.09/june.09 | \$2860 <sup>00</sup> |

|                |                           |
|----------------|---------------------------|
| Total          | 3'592 <sup>00</sup>       |
| CHECK #/Jesse. | - 2000 <sup>00</sup>      |
|                | <u>1'592<sup>00</sup></u> |

\$ 1'592<sup>00</sup>



EXHIBIT D

HOURS

6/2  
7/12  
6/5  
6/3

May 5-2-00 → RUNNING 100

5-4 → 7

5-5 → 6

5-12 → 6

5-15 → 8

5-16 → 8

5-17 → 8

18 → 8

19 → 8

25 → 8

26 → 7

27 → 5

30 → 8

31 → 8

6-1 → 8

6-5 → 8

6-6 → 8

\$ 200 FOR  
WATER HEATER

148 + 20 = 168  
2960  
300  
431

3691  
- 2000  
1691

WATER RUNNING  
300  
432

2860  
31592  
- 2000  
15592

June



# EXHIBIT D

JIM TORRES

| HOURS     | PERIOD            | DATE              | \$          |
|-----------|-------------------|-------------------|-------------|
| 84.5 HRS. | FOR PERIOD ENDING | JUNE/9 TO JUNE/28 | \$ 1,690.00 |



EXHIBIT D

LOLITA, FILE MY HOURS PLEASE

JIM'S HOURS

69-8

10-8

16-8

19-7

20-7

21-7

22-7

23-7

24-2

26-7 $\frac{1}{2}$

27-7

28-7

84.5 HOURS \$1690

\$300 JESSE JOE

GASS 5

HOME DEPOT 116.42 X 8%  
395.12  
40.43

\$125.96

1690.00

300.00

55.00

116.42

395.12

40.43

2596.97

125.96

43

2,732.

Don't

24

49

2

9 1/2

# EXHIBIT D

84.5 hrs \$1690.

300

55

395.12

40.90



# EXHIBIT D

JIM TORRES

HOURS

PERIOD

DATE

\$

72

FOR PERIOD ENDING

JULY/6 TO JULY/15

\$ 1,440.00



# EXHIBIT D

$\$1734.25$   
 $- 211.31$   


---

 $1,523.64$

$8.86$  Saw  
 $12.62$  Mors.  
 $149.25$  Tool  
 $19.83$  Tool  
 $21.00$  Horse.

$211.31$

$\$1440.72$  hrs.  
 $300.00$  Shoop.  


---

 $1,523.64$   


---

 $3,263.64$

Jim  
 72 horas - work -  
 Shoopng / Time /  
 Receipts / camp / you.

Personal  
 $\$1,440.00$   
 $300.00$   


---

 $1,523.64$   


---

 $3,263.64$

EXHIBIT D

Jimmy

2,237.<sup>21</sup>

CK: # <sup>1057</sup>~~1058~~

Two Thousand & two hundred and  
thirty seven with <sup>21</sup>/<sub>100</sub> —

125.<sup>46</sup>

CK: # ~~1058~~

One hundred & twenty five with <sup>46</sup>/<sub>100</sub>

# EXHIBIT D

|              |                   |        |
|--------------|-------------------|--------|
| 4.97         | 72 x 20 = 1440    | (hrs)  |
| 8.84         |                   | (work) |
| 11.97        |                   |        |
| 11.97        |                   |        |
| 11.97        |                   |        |
| 44.80        |                   |        |
| 21.80        |                   |        |
| <hr/>        |                   |        |
| 116.947.750. |                   |        |
| 89.00        |                   |        |
| 9.029        |                   |        |
| <hr/>        |                   |        |
| 25.76        |                   |        |
| <hr/>        |                   |        |
|              | \$ 41.96.         |        |
|              | 36.00             |        |
|              | 26.00             |        |
|              | 50.00             |        |
|              | 56.00             |        |
|              | 25.00             |        |
|              | 43.00             |        |
|              | 40.00             |        |
|              | 40.00             |        |
|              | <del>100.00</del> |        |
|              | 40.00             |        |
|              | 49.89.            |        |
|              | 58.01             |        |
|              | 58.25.            |        |
|              | 80.48.            |        |
|              | 74.00             |        |
|              | 60.00             |        |
|              | 44.00             |        |
|              | 23.86             |        |
|              | 44.86             |        |
|              | <hr/>             |        |
|              | 747.21            |        |
|              | 50.21             | total  |
|              | + 797.            |        |
|              | <hr/>             |        |
|              | 1440.             |        |
|              | <hr/>             |        |
|              | \$ 2,237.21       |        |



# EXHIBIT D

## JIM'S PAY JULY

7.6 - 8

7 - 8

8 - 8

10 - 8

11 - 8

12 - 8

13 - 8

14 - 8

15 - 8

72

60.00 CHARGE

44.00

23.86

44.86

49.88

ACETYLENE

38.01

OIL

50.00

TABLE

40.00

GAS

25.00

GAS

40.00

GAS

74.48

CASH ~~60.25~~ UPS JOE

GAS PESO 442.54

40.00 GAS

321.00

43.09 LAMIERN

20.00 GAS

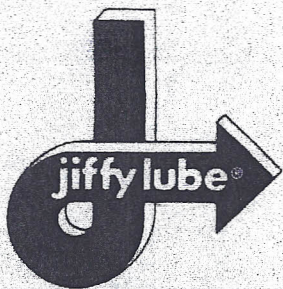
56.61 GAS

41.96 HOME DEPOT

711.75 + 36 + 50 797.25

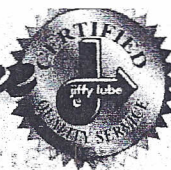


EXHIBIT D



# jiffy lube®

## Signature



Jiffy Lube # 1869  
 JIFFY LUBE CLAIREMONT  
 7207 CLAIREMONT MESA BLVD  
 SAN DIEGO, CA 92111  
 (658) 279-1869

DATE 07/17/00 12:00 PM  
**INVOICE NO.** 1869 912135 BAY2  
**TRANSACTION NO.** 00071700912135  
**EMPLOYEES** HRB SO EAP  
 HP

JIM TORRES  
 9342 HIGHWAY 79  
 DESCANSO, CA 91916

YEAR 2000  
 MAKE CHEVY TRUCK  
 MODEL F4050 DIESEL  
 ENGINE 7.3L

LICENSE PLATE CA 6E3934  
 ALTERNATE ID 1E, 662  
 MILEAGE

DATE 07/17/00 MILEAGE 16,862 SERVICES FG CWI

- Change Oil
- Change Oil Filter
- Check Air Filter
- Check Wiper Blades
- Vacuum Floors
- Wash Exterior Windows

**\* Additional Services Performed as Needed:**

- Lubricate Chassis
- Transmission/Transaxle Fluid Level
- Differential Fluid Level
- Power Steering Fluid Level
- Windshield Washer Fluid Level
- Battery Water Level
- Tire Pressure

BREATHER ELEMENT  
 COOLANT LEVEL  
 BRAKE FLUID LEVEL  
 OIL LEVEL UPON ARRIVAL

CHANGED  
 CHANGED  
 OK  
 OK  
 CAR WASH  
 CAR WASH  
 4 L ZERKS  
 OK  
 OK  
 OK  
 ADDED  
 SEALED  
 F40 R40  
 N/A  
 LEVEL FULL  
 LEVEL OK  
 LEVEL FULL

SIG SER DIESEL TRUCK 1.00  
 SIGNATURE SERVICE CHECK 1.00  
 OIL FILTER # M03786 1.00  
 PENNZOIL 15W40 BULK OIL 13.00  
 EPA # CAL0000036153 1.00  
 ENVIRONMENTAL SURCHARGE 1.00  
 CAR WASH COUPON \$5.00 1.00

FREE REFILL 3MO/3000 MILES  
 FINAL SAFETY CHECK  
 THANK YOU !!  
 DRIVE CAREFULLY

GROSS SALES 54.99  
 NET SALES 54.99  
 TAXABLE 26.99  
 NONTAXABLE 16.00  
 STATE TAX 3.02  
 TOTAL 58.01  
 CASH 60.00  
 CHANGE 1.99

I ACKNOWLEDGE AND GIVE VERBAL AUTHORIZATION FOR THE  
 PARTS AND SERVICES LISTED. "SEE YOU IN 3000 MILES"

AUTHORIZED & RECEIVED BY

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.



# EXHIBIT E

**Subject:** Grandma, the \$11,000

**Date:** Thu, 26 May 2011 15:56:36 -0400

**From:** J. Torres <jtorres@jetiii.com>

**To:** Jesse Torres <jtorres@debtmerica.com>

Hi Son,

I think you know I would die before asking you for money but I have to protect your Grandma. I gave you the last \$11,000 I had in my bank account from New Mexico, and I did it willingly, and with love. I told you if you could afford to pay me back, I needed the money. I never asked you, no matter how much I could have used it as I always hoped you would say thanks, Dad and pay me back. And don't start with it was your mothers, we both know that is bullshit. I told you it was between you and I, and I always held back asking you how she found out about it in the first place.

I need to protect Grandma and the only thing that mattered to your Grand Father, the home at Fresh Pond. Wells Fargo is screwing her and I need to protect her and buy a little time.

You will ask what is going on and I'm sure, think it was my fault. I only wish you two knew the real story of my life but I guess neither of these two things matter.

You can wire the money directly to Grandma if it makes you feel better. Funny, neither of you ever asked me why I came back. Its always been that "your father was a loser" I guess. Anyway, here is the problem, <http://www.jetiii.com/freshpond/termforcause.htm>

She needs the money now.

Dad

--

J. Torres, Chairman & CTO  
JETIII International, LTD

<http://www.jetiii.com>

# EXHIBIT F

## Notice of Breach of Contract

The three specific Breach of Contract notifications contained herein are breaches of the Contract contained in the document entitled *Addendum I* (Contract) attached to the Will of Sophie J. Torres of 562 Waquoit Highway, East Falmouth, Barnstable County Massachusetts (Mrs. Torres) dated April 24, 2009.

### Material Breach I

It has come to my attention that you are in the process of writing a new Will in specific and direct violation of the above named Contract which specifically prohibits any changes to the Will, including but not limited to changes to the terms and conditions of the Contract. Additionally, the Contract states that the values of the PROPERTIES were less than the amounts owed to Jesse E. Torres III. The last estimated value of the "*Horse Property*" was \$1,000,000, (you turned down an offer of approximately \$850,000) and the value that Wells Fargo appraised the Farm House for was \$450,000, the value of "Uncle Fred's House" was \$240,000 at the time of the Reverse Mortgage. The total amount owed is \$1,690,000 plus interest.

The Contract clearly states that all monies plus interest is fully due and payable upon such breach.

It is our desire to inform you of the foregoing and afford you the opportunity to cure said breach. You may in any event be held responsible for all damages arising from said breach.

We will accept a letter from your attorney that we are in error if you have not, are not now, or in the process of creating a new Will.

You have until 5:00 PM Wednesday July 13, 2011 to cure said breach, after which we will be forced file a lawsuit for said breach..

### 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.

It is our desire to inform you of the foregoing and afford you the opportunity to cure said breach. You may in any event be held responsible for all damages arising from said breach.

We will accept a letter from your attorney that you are in the process of competing "*Grandma's House*", additionally, that our estimates are a) incorrect or b) said costs will not be placed on the property as any type of lien or mortgage.

You have until 5:00 PM Wednesday July 13, 2011 to cure said breach, after which we will be forced file a lawsuit for said breach..

### Material Breach III

You have not maintained the property known as "*Uncle Fred's House*" located at 562 Waquoit Highway, East Falmouth, Barnstable County, Massachusetts. 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.



## EXHIBIT F

The roof needs to be shingled immediately or you will more likely than not have leaks this winter, causing the roof to rot, and thereby causing very expensive repairs to be undertaken. Also, the sill under the dining room is severely rotted and requires immediate replacement.

If memory serves me, you have a contractual obligation to the Reverse Mortgage Company to keep the house in good repair; to the best of my knowledge, the above named defaults place you in breach of contract with them as well.

It is our desire to inform you of the foregoing and afford you the opportunity to cure said breach. You may in any event be held responsible for all damages arising from said breach.

We will accept a letter from your attorney that you are in the process of repairing "*Uncle Fred's House*".

You have until 5:00 PM Wednesday July 13, 2011 to cure said breach, after which we will be forced file a lawsuit for said breach..

### Statement of Fact

I have always maintained all of the properties for you, and kept you protected from potential losses. As you have removed me and replaced me with my Son, Jesse E. Torres IV, you are solely responsible to protect the properties whose values I relied on and are the benefit of my bargain under the Contract.

I hope these defaults are corrected,

---

Jesse E. Torres, III

**Dated:** July 11, 2011

**Sent To:** **Kathryn Wilson, Esquire**  
Mackey and Foster, P.A.  
220 Main Street, Suite 202  
P.O. Box 901  
Falmouth, MA 02541

**Sent Via:**

Email to: Kate Wilson <kwilson@mackeyfoster.com>  
Certified Mail, Return Receipt Requested #7009 0080 0001 7656 0984

Sophie J. Torres  
562 Waquoit Highway  
East Falmouth, MA 02536

**Sent Via:** Certified Mail, Return Receipt Requested #7009 0080 0001 7656 0991

# EXHIBIT G

## Will of Sophie June Torres

### Part 1. Personal Information

I, Sophie June Torres, a resident of the State of Massachusetts, Barnstable County, declare that this is my will.

### Part 2. Revocation of Previous Wills

I revoke all wills and codicils that I have previously made.

### Part 3. Children

I have the following children now living: Jesse Enos Torres III and Mary Carmen Torres.

### Part 4. Grandchildren

I have the following grandchildren now living: Jesse Enos Torres IV and Joseph Jay Torres.

### Part 5. Disposition of Property

A beneficiary must survive me for at least 45 days to receive property under this will. As used in this will, the phrase "survive me" means to be alive or in existence as an organization on the 45th day after my death.

If I leave property to be shared by two or more beneficiaries, and any of them does not survive me, I leave his or her share to the others equally unless this will provides otherwise.

My residuary estate is all property I own at my death that is subject to this will that does not pass under a general or specific bequest, including all failed or lapsed bequests.

I leave the Property known as Grandma's House with +/- 2 Acres located directly on Fresh Pond - Address: 345 Carriage Shop Road, Fresh Pond, MA 02536, the Property known as the Horse Property with 5+ Acres located directly across from "Grandma's House" - Tax Bill Description "Land & Shed SV" - Formally "Uncle Fred's Land", and the Property known as Uncle Fred's House located on approximately .75 Acres located at 1 Carriage Shop Road, Waquoit, MA 02536 to my natural son Jesse



# EXHIBIT 9

## Will of Sophie June Torres

Enos Torres III. If Jesse Enos Torres III does not survive me, I leave this property to Jesse Enos Torres IV and Joseph Jay Torres in equal shares.

I leave the Lots know as the "Florida Lots" Cape Coral Unit 39 Blk 2726 PB; 16 Pg 150 Lots 33 + 34, Book: 876 Page 71 to my Mary Carmen Torres. If Mary Carmen Torres does not survive me, I leave this property to Jesse Enos Torres III.

I leave my residuary estate to Jesse Enos Torres III. If Jesse Enos Torres III does not survive me, I leave my residuary estate to Jesse Enos Torres IV and Joseph Jay Torres in equal shares.

All personal and real property that I leave in this will shall pass subject to any encumbrances or liens placed on the property as security for the repayment of a loan or debt.

### Part 6. Executor

I name Jesse Enos Torres III to serve as my executor.

If Jesse Enos Torres III is unwilling or unable to serve as executor, I name Jesse Enos Torres IV to serve as executor.

If Jesse Enos Torres III and Jesse Enos Torres IV are both unwilling or unable to serve as executor, I name Joseph Jay Torres to serve as executor.

No executor shall be required to post bond.

### Part 7. Executor's Powers

I direct my executor to take all actions legally permissible to have the probate of my will done as simply and as free of court supervision as possible under the laws of the state having jurisdiction over this will, including filing a petition in the appropriate court for the independent administration of my estate.

# EXHIBIT G

## Will of Sophie June Torres

I grant to my executor the following powers, to be exercised as he deems to be in the best interests of my estate:

1. To retain property without liability for loss or depreciation.
2. To dispose of property by public or private sale, or exchange, or otherwise, and receive and administer the proceeds as a part of my estate.
3. To vote stock; to exercise any option or privilege to convert bonds, notes, stocks or other securities belonging to my estate into other bonds, notes, stocks or other securities; and to exercise all other rights and privileges of a person owning similar property.
4. To lease any real property in my estate.
5. To abandon, adjust, arbitrate, compromise, sue on or defend and otherwise deal with and settle claims in favor of or against my estate.
6. To continue or participate in any business which is a part of my estate, and to incorporate, dissolve or otherwise change the form of organization of the business.

These powers, authority and discretion are intended to be in addition to the powers, authority and discretion vested in him by operation of law by virtue of his office, and may be exercised as often as is deemed necessary or advisable, without application to or approval by any court.

### Part 8. Payment of Debts

Except for liens and encumbrances placed on property as security for the repayment of a loan or debt, I direct that all debts and expenses owed by my estate be paid in the manner provided for by the laws of Massachusetts.

### Part 9. Payment of Taxes

I direct that all estate and inheritance taxes assessed against property in my estate or against my beneficiaries be paid out of all the property in my taxable estate, on a pro-rata basis.

### Part 10. No-Contest Provision

If any beneficiary under this will contests this will or any of its provisions, any share or interest in my



# EXHIBIT G

## Will of Sophie June Torres

estate given to the contesting beneficiary under this will is revoked and shall be disposed of as if that contesting beneficiary had not survived me.

### Part 11. Severability

If a court invalidates any provision of this will, that shall not affect other provisions that can be given effect without the invalid provision.

#### Signature

I, Sophie June Torres, the testator, sign my name to this document, this 24th day of April, 2009, at Barnstable County, MA. I declare that I sign and execute this document as my last will, that I sign it willingly and that I execute it as my free and voluntary act. I declare that I am of the age of majority or otherwise legally empowered to make a will, and under no constraint or undue influence.

Signature: Sophie J. Torres

#### Witnesses

We, the witnesses, sign our names to this document, and declare that the testator willingly signed and executed this document as the testator's last will.

In the presence of the testator, and in the presence of each other, we sign this will as witnesses to the testator's signing.

To the best of our knowledge, the testator is of the age of majority or otherwise legally empowered to make a will, is of sound mind and is under no constraint or undue influence.

We declare under penalty of perjury that the foregoing is true and correct, this 24th day of April, 2009, at Barnstable County, MA.

#### First Witness

# EXHIBIT G

## Will of Sophie June Torres

Sign your name: Drew M. Framson  
Print your name: DREW M. FRAMSON  
Address: 5 Carriage Shop Rd  
City, State: Waqvoit, MA 02536

### Second Witness

Sign your name: Gail L. Framson  
Print your name: GAIL L. FRAMSON  
Address: 5 CARRIAGE SHOP RD.  
City, State: WAQUOIT, MA-02536

### The Commonwealth of Massachusetts

On this 24 day of April, 2009,  
before me, the undersigned notary public, personally appeared  
Drew Framson, Gail Framson, & Sophie Torres  
proved to me through satisfactory evidence of identification, which were Driver Licenses  
to be the person whose name is signed on the preceding or attached document and  
acknowledged to me that he/she signed it voluntarily for its stated purpose.



Sarah K. Mayo  
SARAH K. MAYO, Notary Public  
My Commission Expires September 29, 2011



EXHIBIT #

**Attorney General of the State of Baja California**

**Summons**

AGENCY OF THE PUBLIC MINISTRY INITIATOR-CONCILIATORY SAN FELIPE  
MANZANILLO AND BALTIC SEA STREET S/N, Mexicali

---

File No.: 1135/06/107/AP

Start date: 24 Aug 2006

Time: 9:29AM

Appeared: JENNIFER JUNE ADAMS

---

Suspect(s): JAMES TORRES

Arrest Date: 00/00/000000:00

Term Expiration: 00:00

Crime(s): THREATS

---

To follow-up the proceedings to go to the Agency:

Home:

Employee who attended: Attorney FIDEL TORRES SILVA

EXHIBIT H



Procuraduría General de Justicia del Estado de Baja  
California

Volante de Atención

AGENCIA DEL MINISTERIO PUBLICO INICIADORA-CONCILIADORA SAN FELIPE  
CALLE MANZANILLO Y MAR BALTICO S/N, MEXICALI

No. Expediente: **1135/06/107/AP**  
Fecha de Inicio: 24/08/2006  
Compareció: JENNIFER JUNE ADAMS

Hora: 09:29

| Indiciado(s): | Fecha Detención: | Vencimiento Terminó: |
|---------------|------------------|----------------------|
| JAMES TORRES  | 00/00/0000 00:00 | 00/00/0000 00:00     |

Delito(s):  
AMENAZAS

Para seguimiento a su tramite acuda a la Agencia:

Domicilio:

Empleado que Atendió: Lic. FIDEL TORRES SILVA



## EXHIBIT H

1135/06/107/AP

### **GARANTIAS Y DERECHOS DE LAS VICTIMAS Y OFENDIDOS: -----**

CONSTANCIA. En MEXICALI, BAJA CALIFORNIA, siendo las 10:36 horas del día VEINTICUATRO DEL MES DE AGOSTO DEL DOS MIL SEIS, el suscrito Agente del Ministerio Público del Fuero Común Ciudadano Licenciado FIDEL TORRES SILVA ante su secretario de acuerdos Ciudadano Licenciado JORGE ALBERTO ARANDA DIAZ que autoriza y da fe HACE CONSTAR: Que en estricto apego a lo dispuesto en el artículo 18 de la Ley de Atención y Protección a la Víctima o el Ofendido del Delito para el Estado de Baja California, en este acto se le hace saber a JENNIFER JUNE ADAMS, las Garantías y Derechos que para las víctimas y ofendidos del delito dispone el artículo 20 apartado B de la Constitución Política de los Estados Unidos Mexicanos, y que específicamente consisten en: I.- Recibir asesoría jurídica; ser informado de los derechos que en su favor establece la Constitución y, cuando lo solicite, ser informado del desarrollo del procedimiento penal; II.- Coadyuvar con el Ministerio Público, a que le reciban todos los datos o elementos de prueba con los que cuente, tanto en la averiguación previa como en el proceso y a que se desahoguen las diligencias correspondientes. Cuando el Ministerio Público considere que no es necesario el desahogo de la diligencia, deberá fundar y motivar su negativa; III.- Recibir, desde la comisión del delito, atención médica y psicológica de urgencia; IV.- Que se le repare el daño. En los casos en que sea procedente, el Ministerio Público estará obligado a solicitar la reparación del daño y el juzgador no podrá absolver al sentenciado de dicha reparación si ha emitido una sentencia condenatoria; V.- Cuando la víctima o el ofendido sean menores de edad, no estarán obligados a carearse con el inculpado cuando se trate de los delitos de violación o secuestro. En estos casos, se llevarán a cabo declaraciones en las condiciones que establezca la ley; y VI.- Solicitar las medidas y providencias que prevea la ley para su seguridad y auxilio.-----

En los mismo términos, se le informa de los Derechos de la víctima o el ofendido a que se refiere el artículo 8 de la Ley de Atención y Protección a la Víctima o el Ofendido del Delito para el Estado de Baja California, consistentes en: I.- Ser informado directa, oportuna y adecuadamente de los derechos que en su favor establece la presente Ley y demás ordenamientos aplicables en la materia; II.- Recibir asesoría jurídica gratuita desde el inicio de la averiguación previa para la defensa de sus intereses; III.- Recibir desde la comisión del delito, atención médica, psicológica o psiquiátrica de urgencia; IV.- A no ser explorada físicamente, ni someterse a ningún estudio, examen, análisis o peritaje, si no lo desea, quedando prohibido cualquier acto de intimidación, o fuerza física para ese efecto; V.- A que la exploración, la atención médica, psiquiátrica, ginecológica o de cualquier tipo, esté a cargo de un facultativo de su mismo sexo cuando lo solicite; VI.- A la reparación

## EXHIBIT H

1135/06/107/AP

del daño cuando legalmente proceda; VII.- A que la autoridad investigadora o jurisdiccional dicte las providencias legales y medidas de seguridad necesarias para proteger su vida, integridad física y moral, bienes, posesiones o derechos, incluyendo los de familiares directos, cuando existan datos que hagan presumir que éstos pudieran ser afectados por los probables responsables del delito o por terceros implicados; VIII.- Coadyuvar con el Ministerio Público en el proceso penal en los términos previstos por el Código de Procedimientos Penales; IX.- Ser informado por la autoridad investigadora, de las actuaciones y del estado que guarde la averiguación previa o el proceso penal correspondiente; X.- Estar presente en el desahogo de los actos y diligencias en que intervenga el inculpado o su defensor; XI.- Cuando no hable el idioma castellano o se trate de analfabeta, mudo, sordo o ciego, invariablemente cuente con un traductor o intérprete en todas las actuaciones procesales; y, XII.- Solicitar justificadamente a la Dirección el reemplazo del asesor jurídico asignado. -----

De igual forma se le notifica que la Coordinación de Atención a Víctimas del Delito de la Procuraduría General de Justicia del Estado tiene sus oficinas en {Escribir DOMICILIO DE ZONA}, de esta ciudad, donde, conjuntamente con esta Representación Social, se le brindara toda la atención y protección a los Derechos y Garantías que se le acaban de instruir. -----

Enterado de lo anterior JENNIFER JUNE ADAMS, se dice sabedor de todo lo anterior, recibiendo copia de la diligencia y firmando al margen para constancia. Lo que se asienta para todos los efectos jurídicos. CONSTE. -----

----- SE CIERRA Y AUTORIZA LO ACTUADO -----

**ACUERDO.-** En MEXICALI, BAJA CALIFORNIA, siendo las 10:36 horas del día VEINTICUATRO DEL MES DE AGOSTO DEL DOS MIL SEIS , VISTA la constancias que antecede y con fundamento a lo dispuesto en el artículo 18 de la Ley de Atención y Protección a la Víctima o el Ofendido del Delito para el Estado de Baja California, el suscrito Agente del Ministerio Público, Licenciado FIDEL TORRES SILVA, tiene a bien **ACORDAR:** Remítase un tanto de la constancia que antecede, con firmas autógrafas, a la Coordinación de Atención a Víctimas del Delito de la Procuraduría General de Justicia del Estado de Baja California, en esta ciudad, para su conocimiento y efectos correspondiente. -----

----- C U M P L A S E. -----

Así lo acordó y firmó el Ciudadano Agente del Ministerio Público del Fuero Común Licenciado FIDEL TORRES SILVA, ante su Ciudadano Secretario de Acuerdos Licenciado JORGE ALBERTO ARANDA DIAZ que autoriza y da fe. DAMOS FE. --

----- SE CIERRA Y AUTORIZA LO ACTUADO -----

**RAZON.** En MEXICALI, BAJA CALIFORNIA, siendo las 10:36 horas del día VEINTICUATRO DEL MES DE AGOSTO DEL DOS MIL SEIS , El Ciudadano



[illegible]

1135/06/107/AP

Agente del Ministerio Público del Fuero Común Licenciado FIDEL TORRES SILVA,  
ante su Ciudadano Secretario de Acuerdos Licenciado JORGE ALBERTO ARANDA  
DIAZ que autoriza y da fe HACE CONSTAR que se dió el debido cumplimiento al  
acuerdo que antecede. CONSTE. -----

----- SE CIERRA Y AUTORIZA LO ACTUADO. DAMOS FE. -----

# EXHIBIT I

**From:** Southwest Airlines [ticketless-confirmations-help@email1.southwest.com]  
**Sent:** Thursday, May 10, 2001 5:30 PM  
**To:** jetiii@pgtv.net  
**Subject:** Ticketless Confirmation

Thank you for purchasing Southwest Airlines Ticketless Travel. For questions or changes concerning your reservation, call 1-800-I-FLY-SWA (1-800-435-9792).

\*\*\*\*\* RECEIPT AND ITINERARY \*\*\*\*\*

Southwest Airlines Ticketless Travel

Non Transferable. Positive Identification Required.

If not checking luggage, simply proceed to your departure gate.

Receipt and Itinerary as of 05/10/01 04:29PM

\* \* \* \* \*

Confirmation Number: 7A8YJX

Confirmation Date: 05/10/01

\* \* \* \* \*

Received: JESSE E

Passenger(s):

TORRESIII/JESSEE 526-2756810255-0

Itinerary:

Friday, May 11 - ALBUQUERQUE NM to SAN DIEGO CA

Flight 2130 Y

Depart ALBUQUERQUE NM at 09:05AM and

Arrive SAN DIEGO CA at 09:55AM

Sunday, May 13 - SAN DIEGO CA to ALBUQUERQUE NM

Flight 1318 Y

Depart SAN DIEGO CA at 02:15PM and

Arrive ALBUQUERQUE NM at 04:55PM

\*\*\*\*\* COST \*\*\*\*\*

Total for 1 Passenger(s)

AIR: .....\$346.04

TAX: .....\$31.46

PFC: .....\$6.00

Total Fare: \$383.50

\*\*\*\*\* PAYMENT SUMMARY \*\*\*\*\*

Current payment(s)

10MAY2001 VISA xxxxxxxxxxxxx7728 Ref 526-2756810255-0 \$383.50

Total Payments: \$383.50

2

\*\*\*\*\* FARES RULE(S) \*\*\*\*\*

VALID ONLY ON SOUTHWEST AIRLINES

All travel involving funds from this Confirm no. must be completed by 05/10/02

Fare Calculation:

ADT- 1 ABQWNSAN YL 186.00 SANWNABQ YL 186.00 \$372.00 ZP5.50 XFABQ3.00

SAN3.00 \$383.50

BOARDING PASS DISTRIBUTION AT GATE.

Important: Please provide confirmation number and positive I.D. at the gate 1 hour prior to scheduled departure to receive a boarding pass for your flight.

\*\*\*\*\* CHECKIN REQUIREMENTS \*\*\*\*\*

Southwest Airlines Ticketless Travel is nontransferable.

Positive identification is required at time of check-in.

Customer Check-in Requirement - Customers who do not claim their reservations at the departure gate desk at



# EXHIBIT I

least ten (10) minutes before scheduled departure time will have their reserved space canceled and will not be eligible for denied boarding compensation.

## \*\*\*\*\* INFLIGHT SERVICE \*\*\*\*\*

Snack Service: If your total flight itinerary includes a series of flights that each are less than two hours in duration, you will be served peanuts/raisins on each flight segment. If your itinerary includes any nonstop flight longer than two hours, you will be served a packaged snack on that flight segment. Southwest Airlines does not serve sandwiches or meals, however, you may bring something to eat on board.

## \*\*\*\*\* SPECIAL OFFERS \*\*\*\*\*

Attention Corporate Travel Managers, have you heard about SWABIZ? SWABIZ is an online tool that allows business travelers to plan, book, and purchase Ticketless Travel on southwest.com. SWABIZ also provides travel managers with a tool for tracking and reporting business travel. To find out how to sign your Company up for SWABIZ go to [www.swabiz.com/findAmm.html](http://www.swabiz.com/findAmm.html) now!

## \*\*\*\*\* REFUND INFORMATION \*\*\*\*\*

Any change to this itinerary may result in a fare increase. If you do not travel on this itinerary, you may qualify for a refund or an exchange. To make application for a refund of any unused air fare, please write:

Southwest Airlines Refunds Department  
6RF, P.O. Box 36611,  
Dallas, TX 75235-1611.

Refund requests must include your confirmation number, date of travel and flight number, and all credit card billing information including the amount and purchase reference numbers.

## \*\*\*\*\* CONDITIONS OF CONTRACT \*\*\*\*\*

Southwest Airlines Co. - Notice of Incorporated Terms -  
3

This notice is part of the Conditions of Contract. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage, the terms of which are herein incorporated by reference.

Incorporated terms include, but are not restricted to:

(1) Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation coverage. Baggage liability is limited to \$2,500 per Customer unless you purchase excess valuation liability coverage.

Exception: Carrier will not be responsible for money, jewelry, cameras, video and electronic equipment, including computers, silverware, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, furs, irreplaceable books or publications, and similar valuables contained in checked or unchecked baggage.

(2) Claims restrictions, including time periods in which Customers must file a claim or sue Southwest.

(3) Our rights to change terms of the Contract.

(4) Rules on reservations, check-in times, refusal to carry and smoking.

(5) Our rights and limits of liability for delay or failure

## EXHIBIT I

to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

(6) Airline flights may be overbooked. If we deny you boarding due to an oversale and you have checked in at the gate at least 10 minutes before scheduled departure, with few exceptions, we compensate you.

(7) Southwest reserves the right to refuse carriage to any person who is not able to produce positive identification. You may inspect the Contract of Carriage, or obtain a copy by sending a request to:

Southwest Airlines Co.  
VP of Customer Relations,  
P.O. Box 36647,  
Love Field,  
Dallas, TX 75235-1647.

\*\*\*\*\* PRIVACY POLICY \*\*\*\*\*

Read about Southwest Airlines' privacy policy at [www.southwest.com/traveler\\_info/privacy\\_policy.html](http://www.southwest.com/traveler_info/privacy_policy.html) . Should you wish to forward or distribute this message to others, please do so only with the express permission of the passenger(s) traveling. If you are not an intended recipient or if you have received this message in error, please promptly delete this message. Thank you for your cooperation and consideration



# EXHIBIT I

**From:** Southwest Airlines [ticketless-confirmations-help@email1.southwest.com]  
**Sent:** Saturday, May 12, 2001 2:18 PM  
**To:** jetiii@pgtv.net  
**Subject:** Ticketless Confirmation

Thank you for purchasing Southwest Airlines  
Ticketless Travel. For questions or changes  
concerning your reservation, call 1-800-I-FLY-SWA  
(1-800-435-9792).

\*\*\*\*\* RECEIPT AND ITINERARY \*\*\*\*\*

Southwest Airlines Ticketless Travel  
Non Transferable. Positive Identification Required.  
If not checking luggage, simply proceed to your  
departure gate.

Receipt and Itinerary as of 05/12/01 01:17PM

\* \* \* \* \*

Confirmation Number: 7A8YJX

Confirmation Date: 05/10/01

\* \* \* \* \*

Received: JESSE E

Passenger(s):

TORRESIII/JESSEE 526-2757060632-1

Itinerary:

Friday, May 11 - ALBUQUERQUE NM to SAN DIEGO CA  
Flight 2130 Y

Depart ALBUQUERQUE NM at 09:05AM and

Arrive SAN DIEGO CA at 09:55AM

Saturday, May 12 - SAN DIEGO CA to ALBUQUERQUE NM

Flight 2318 Y

Depart SAN DIEGO CA at 02:15PM and

Arrive ALBUQUERQUE NM at 04:55PM

\*\*\*\*\* COST \*\*\*\*\*

Total for 1 Passenger(s)

AIR: .....\$346.04

TAX: .....\$31.46

PFC: .....\$6.00

Total Fare: \$383.50

\*\*\*\*\* PAYMENT SUMMARY \*\*\*\*\*

Prior payment(s)

10MAY2001 VISA xxxxxxxxxxxx7728 Ref 526-2756810255-0 \$383.50

Total Payments: \$383.50

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Fare Calculation:

ADT- 1 ABQWNSAN YL 186.00 SANWNABQ YL 186.00 \$372.00 ZP5.50 XFABQ3.00

SAN3.00 \$383.50

BOARDING PASS DISTRIBUTION AT GATE.

Important: Please provide confirmation number and positive  
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# EXHIBIT I

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Snack Service: If your total flight itinerary includes a series of flights that each are less than two hours in duration, you will be served peanuts/raisins on each flight segment. If your itinerary includes any nonstop flight longer than two hours, you will be served a packaged snack on that flight segment. Southwest Airlines does not serve sandwiches or meals, however, you may bring something to eat on board.

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6RF, P.O. Box 36611,  
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Refund requests must include your confirmation number, date of travel and flight number, and all credit card billing information including the amount and purchase reference numbers.

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transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage, the terms of which are herein incorporated by reference.

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(1) Limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation coverage. Baggage liability is limited to \$2,500 per Customer unless you purchase excess valuation liability coverage.

Exception: Carrier will not be responsible for money, jewelry, cameras, video and electronic equipment, including computers, silverware, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, furs, irreplaceable books or publications, and similar valuables contained in checked or unchecked baggage.

(2) Claims restrictions, including time periods in which Customers must file a claim or sue Southwest.

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## EXHIBIT I

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# EXHIBIT J

## 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.



# EXHIBIT J

## 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 J

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,.



## EXHIBIT J

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) filed against said company or companies and/or individual, by the Attorney Generals Office of the State of New York. 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



# EXHIBIT J

provided to have you Cease and Desist your current actions and to finish the construction for which 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:** [itorres@debtmerica.com](mailto:itorres@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 K

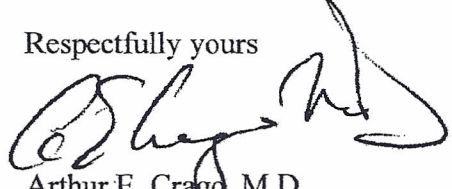
*Arthur E. Crago, M.D.*  
*Diplomate, American Board of Internal Medicine*  
*315 Palmer Avenue, Falmouth, MA 02540*  
*508-548-4303*

May 12, 2009

To Whom It May Concern:

Sophia Torres is of sound mental and physical health.

Respectfully yours



Arthur E. Crago, M.D.

AEC/rno

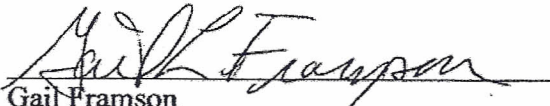


# EXHIBIT L

## AFFIDAVIT OF GAIL AND DREW FRAMSON

We, Gail and Drew Framson, today witnessed the Will, Addendum I to the Will, Durable Power of Attorney and Health Care Proxy of Sophie June Torres. We have been the next door neighbors of both Sophie and her deceased husband, Jesse E. Torres Jr. since 2000 (with the exception of a year and a half we spent in New Hampshire. We have been back more than a year). We reside at 5 Carriage Shop Road, Waquoit, MA 02536.

While Sophie is 87, she is, in our opinion and after numerous encounters with her, including this past Thanksgiving at our house, is as sharp as she was the day we met her, in fact sharper than many people half her age. Additionally Sophie was fully aware of signing the above named documents that we witnessed this day and did so of her own free will.

  
Gail Framson

Dated: April 24, 2009

  
Drew Framson

Dated: 4/24/09

### The Commonwealth of Massachusetts

On this 24 day of April, 2009,  
before me, the undersigned notary public, personally appeared  
Gail & Drew Framson  
proved to me through satisfactory evidence of identification, which were driver licenses  
to be the person whose name is signed on the preceding or attached document and  
acknowledged to me that he/she signed it voluntarily for its stated purpose.



  
SARAH K. MAYO, Notary Public  
My Commission Expires September 29, 2011

*S.J.T. - 4-24-09*

EXHIBIT M

**Certificate of  
HECM Counseling**U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB No. 2502-0524 expires 2/28/2011

Provision of this information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless the form has a currently valid OMB control number.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Homeowner(s) Name(s):**

Sophie J. Torres

**Property Address City/State/Zip:**

1 Carriage Shop Rd, East Falmouth, MA 02536

The U. S. Department of Housing and Urban Development (HUD) requires that homeowner(s) interested in pursuing a Home Equity Conversion Mortgage (HECM) receive information about the implications of and alternatives to a reverse mortgage. The HECM counselor must adhere to all of FHA's guidelines regarding information that must be provided to the potential HECM mortgagor and must tailor the session to address the unique financial circumstances of the household being counseled.

**Counselor Certification:**

In accordance with Section 255 of the National Housing Act and 24CFR 208.41, I have discussed in detail the following items with the above referenced homeowner(s)

- Options other than a Home Equity Conversion Mortgage that are available to the homeowner(s), including other housing, social service, health and financial options.
- Other home equity conversion options that are or may become available to the homeowner(s), such as other reverse mortgages, sale-leaseback financing, deferred payment loans, and property tax deferral.
- The financial implications of entering into a Home Equity Conversion Mortgage.
- A disclosure that a Home Equity Conversion Mortgage may have tax consequences, affect eligibility for assistance under Federal and State programs, and have an impact on the estate and heirs of the homeowner(s).
- Whether the homeowner has signed a contract or agreement with an estate planning service firm that requires, or purports to require, the mortgagor to pay a fee on or after closing that may exceed amounts permitted by the Secretary or in Part 208 of the HUD regulations at 24 CFR.
- If such a contract has been signed, the extent to which services under the contract may not be needed or may be available at nominal or no cost from other sources, including the mortgages.
- The Home Equity Conversion Mortgage will be due and payable when no remaining borrower lives in the mortgaged property, or when any other covenants of the mortgage have been violated. (Borrowers are those parties who have signed the Note and Mortgage or Deed of Trust.)**

I hereby certify that the homeowner(s) listed above have received counseling according to the requirements of this certificate and the standards of the U.S. Department of Housing and Urban Development, as described in mortgages letters, handbooks, regulations, and statute. This interview was held: ☐ Face-to-Face ☒ Telephone and the amount of time required to cover the above items was: 1 hour and 23 minutes

|   |  |  |
|---|--|--|
| <b>Counselor's Name (Printed):</b><br>Diana Dye, Housing Counselor          | <b>HUD-Approved Counseling Agency Name:</b><br>Money Management International - Tupelo - 83789 |  |
| <b>Counselor Name (Signature &amp; Date):</b><br>X <i>Diane Dye 4-28-09</i> | <b>Address (City/State/Zip):</b><br>1018 Glover Street # H<br>Tupelo, MS 38804                 |  |
|   | <b>Telephone No:</b><br>800-850-2227   | <b>Agency Employer Identification No:</b><br>541837741 |

**Homeowner Certification:**

I/we hereby certify that I/we have discussed the financial implications of and alternatives to a HECM with the above Counselor. I/we understand the advantages and disadvantages of a HECM and each type of payment plan, as well as the costs of a HECM, and when the HECM will become due and payable. This information will enable me/us to make more informed decisions about whether I/we want to proceed with obtaining a HECM. I/we understand that I/we may be charged a counseling fee that may be paid upfront to the counseling agency or if I decide to proceed with a HECM loan, financed into the mortgage and payment under any of these methods will be reflected in the 800 series on the HUD-1 settlement statement in accordance with HUD's Real Estate Settlement Procedures Act regulations at 24 CFR part 3500 (see 24 CFR 3500.8).

**Homeowner Signature & Date:****Homeowner Signature & Date:**X *Sophie J. Torres 4/28/09* X

(All homeowners shown on the deed must sign the mortgage and this counseling certificate.)

Upfront Fee for Counseling Session: \$125.00

Financed Fee for Counseling Session: \$0.00

Fee Waived: Yes ☐

Date Counseling Completed: April 28th, 2009

Certificate Expiration Date: October 28th, 2009  
(180 days from date HECM counseling completed)  
Form HUD-92902 (6/2008)



# EXHIBIT N

## Affidavit

State of Massachusetts

County of: BARNSTABLE

Before me, the undersigned authority, on this day personally appeared the testator and the witnesses whose names are signed to the attached or foregoing instrument, and, all of these persons being by me duly sworn; the testator declared to me and to the witnesses in my presence that the instrument is his/her last will and that he/she had willingly signed or directed another to sign for him/her, and that he/she executed it as his/her free and voluntary act for the purposes therein expressed; and each of the witnesses stated to me, in the presence and hearing of the testator, that he/she signed the will as witness and that to the best of his/her knowledge the testator was eighteen years of age or over, of sound mind and under no constraint or undue influence.

Testator: Sophie J. Tarker

Witness: Paul L. Franzen

Witness: Drew M. Franzen

Subscribed and sworn to before me by the said testator and the said witnesses, this

24<sup>th</sup> day of April, 2009.

# EXHIBIT N

## Affidavit

Signature: \_\_\_\_\_



SARAH K. MAYO

Notary Public

Commonwealth of Massachusetts

My Commission Expires

September 29, 2011

Official capacity of officer: \_\_\_\_\_

Notary Public



EXHIBIT O

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Massachusetts )  
 ) ss.  
County of WINDHAM )

On this 24 day of April, 2009, before me, the undersigned notary public,  
personally appeared Sophie Torres, Gail & Drew FRANKSON (name of document signer), proved to  
me through satisfactory evidence of identification, which were  
Driver Licenses, to be the person whose name is signed on the preceding or  
attached document in my presence.



SARAH K. MAYO  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 29, 2011

WITNESS my hand and official seal.

[Signature]  
Notary Public for the State of Massachusetts

[NOTARIAL SEAL]

My commission expires: Sept 29, 2011

EXHIBIT P

