

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

SUPERIOR COURT

JESSE E. TORRES III)

JENNIFER J. ADAMS)

Plaintiffs)

vs.)

SOPHIE J. TORRES)

JESSE E. TORRES IV)

Debtmerica, LLC)

DONALD F. TORRES)

Defendants)

Civil Action No. _____

VERIFIED COMPLAINT

PARTIES

- 1) Plaintiff Jesse E. Torres III is of legal age and resides at 562 Waquoit Highway, East Falmouth, Barnstable County Massachusetts.
- 2) Plaintiff Jennifer J. Adams is of legal age and resides at 562 Waquoit Highway, East Falmouth, Barnstable County Massachusetts.
- 3) Defendant Sophie J. Torres is of legal age and resides at 562 Waquoit Highway, East Falmouth, Barnstable County, Massachusetts.
- 4) Defendant Jesse E. Torres IV is of legal age and his residence is unknown but he is the founder and CEO of Debtmerica, LLC where service will be made personally to him.
- 5) Defendant Debtmerica, LLC is a California Limited Liability Corporation with a normal place of business at 3100, S. Harbor Blvd., Suite 250 Santa Ana, CA 92704.
- 6) Defendant Donald F. Torres is of legal age, is a legal resident of California, has no known residence in the U.S. and is known to reside full time in Campo San Pedro, Baja California North, Mexico

INTRODUCTION

This is a case brought by two plaintiffs by means of a Complaint together with Summons and Order of Notice filed in Barnstable Superior Court on July 18, 2011. Of specific note are that attached are four (4) Emergency Ex Parte motions presented here now, as the filing of this very Complaint will more likely than not place the life and limbs of the Plaintiffs in jeopardy. Attached are Emergency Motions for a Restraining Order, Status Quo Order, and lastly, two (2) procedural issues, concerning service of this complaint by Electronic means and/or Certified U.S. Mail as two Defendants are in California and one in Baja North, Mexico.

The Complaint in material part, is the result of an ongoing international criminal conspiracy that was directed at the Plaintiffs on or about May 11, 2001, and has been successful in threatening the lives of the Plaintiffs, these threats have resulted irrecoverable monetary and physical harm to the Plaintiffs. Now the Defendants Donald F. Torres and Jesse E Torres IV, are once again successful, by using coercion, manipulation, and the withholding of critical funds, to coerce the Defendant Sophie J. Torres to breach her signed contract with the Plaintiffs. Why; *"you should have just paid the money"*.

PREFACE

For the purpose of Judicial Economy, and as it appears a reality of Civil RICO claims, that their supporting complaints be extremely detailed. We have attempted to set forth within this complaint two major sections. Federal Civil RICO violations and how they now continue, and do facilitate the Breach of Contract and other civil claims herein.

COMPLAINT

The Defendant, Sophie J. Torres, has breached her contract with the Plaintiffs by now creating a new Will and/or Trust which attempts to transfer properties and/or property rights that were permanently and persistently transferred to Plaintiff Jesse E. Torres III on April 24, 2009, (hereafter referred to as "*Contract*") see exhibit "A" hereto attached, and for which Defendant Sophie J. Torres received considerable financial benefit to sign, and additional and considerable benefits from the Plaintiffs based on the benefits of their bargain from said contract. This breach of contract was both coerced and facilitated by, Defendants Donald F. Torres, Jesse E. Torres IV, and with the intermingled support of Debtmerica, LLC. This Complaint will set forth that these bad acts were and are, a continuation of a long running international criminal conspiracy which is clearly set forth in this complaint, under those sections specific to Federal Civil RICO Law, 18 U.S.C. 1964 and claims for the predicate acts that are set forth herein.

JURISDICTION

- a) The Plaintiffs and Defendant Sophie J. Torres are residents of Barnstable County Massachusetts.
- b) The properties that are the subject of our claim for breach of contract are in Barnstable County, Massachusetts.
- c) This claim is before this Superior Court of Massachusetts as the minimum compensatory claim is for damages in excess of one-million-six-hundred-forty-thousand dollars (\$1,640,000)
- d) This honorable Superior Court has original jurisdiction pursuant to the civil RICO remedies at [18 U.S.C. 1964](#).

RICO CONSPIRACY STATEMENT

- 1) This complaint will set forth facts clearly demonstrating an ongoing criminal conspiracy by the Defendants that spanned many years, three (3) states and two (2) countries. It will set forth indisputable evidence of how the criminal tactics used by the Defendants, rose to a level so egregious as to openly and boldly threaten the very lives of the Plaintiffs. These criminal activities by the Defendants were successful and were responsible for the loss of the the Plaintiff's mortgage-free, waterfront home, then valued at \$500,000. The complaint will further set forth that it was the Defendant Donald F. Torres and his deceased son, James Kimberly Torres, that were in majority part, responsible for the Heart Failure of Plaintiff Jesse E. Torres III, which will more likely than not, shorten his life by many years. Not happy with the great pain and suffering already inflicted on the Plaintiffs by the Defendants, Defendants Jesse E. Torres IV, Donald F. Torres, and with the intermingled support of Debtmerica, LLC, now, using the threat of stopping financial aid, as they had done in the past, coerced the Defendant Sophie J. Torres, to disavow her written contract with her son, Plaintiff Jesse E. Torres III, and to not

repay him the agreed to amounts owed him, which are in excess of one-million-six-hundred-forty-thousand dollars. (\$1,640,000) The question to be asked is why? Solely as the Plaintiff Jesse E. Torres III refused to give into numerous extortion demands to pay monies that it is incontrovertible he did not owe. There is no clearer way to state the intentions of the Defendants than their own words, *"you should have just paid the money"*.

- 2) We will show direct relationships between the Defendants, Hells Angles hereto attached and marked exhibit "B", and James Kimberly Torres, a convicted felon, known drug dealer, and a person so deranged, distraught and riddled by drug and alcohol abuse, that he put a gun to his head and took his own life.
- 3) The Plaintiffs became the well documented target of criminal extortion by this ongoing international criminal conspiracy, and when this organization was unsuccessful in their extortion attempts, they began a campaign of terror against the Plaintiffs. The Plaintiffs were so threatened by these acts of terror against them that they abandoned their home see exhibit "P", and left the country.

They began said extortion attempts starting on or about May of 2001 where they demanded that they be paid \$7,000 to which they were not entitled. Under the direction of, or association with, Defendant Donald F. Torres, they continued their reign of terror against the Plaintiffs to illegally obtain monies from the Plaintiffs many times, culminating on August 18, 2006 where they then demanded \$40,000 as the Plaintiffs *"had refused to pay their earlier demands"*, and further, if the Plaintiffs didn't pay, they would *"throw us out of Mexico"*, threatening that if the Plaintiffs were not out of Mexico in 30 days, their associates in Hells Angles would come to the Plaintiff's home in Mexico and kill them.

- 4) We will demonstrate that Defendant Donald F. Torres, was and is the Head of this international criminal conspiracy, and that his son, James Kimberly Torres, who referred to himself as the *"Colonel"*, carried out many of these acts with the full knowledge of, and/or at the direction of, and/or the support of his father, Defendant Donald F. Torres.
- 5) After the suicide of the *Colonel*, Defendant Jesse E. Torres IV now appears to have filled that void as it was clear from his new persona that he had adopted the philosophies of his Great Uncle, Defendant Donald F. Torres. As an early example of this new persona is some text from an email sent to Plaintiff Jesse E. Torres III from Defendant Jesse E. Torres IV on November 9, 2000 hereto attached as exhibit "C". These are the same words Plaintiff Jesse E. Torres III had heard many times before from Defendant Donald F. Torres, now expressed by his son, Defendant Jesse E. Torres IV:

"Dear Father,..."

"...not women. They can be bought and sold later..."

- 6) We will show how this complaint relates to what was one of the United States' 10 largest independent mortgage companies, *Lending Point Mortgage*, owned or was owned by Defendant Jesse E. Torres IV, which then did specialize in mortgages to unqualified buyers, and how the Attorney General of the State of New York has indicted the Defendant Debtmerica, LLC and that Defendant Jesse E. Torres IV is the founder and CEO of Debtmerica, LLC.
- 7) We will show how Plaintiff Jesse E. Torres III has personal knowledge that the Defendant

Jesse E. Torres IV did plan for the moving of monies and other assets offshore, and that this planning occurred within the same time-frame as the above named Indictment by the State of New York, we argue that any reasonable person could only conclude that these actions were for the sole purpose of placing them beyond the reach of the pending litigation by the Attorney General of the State of New York, and other Civil Litigation which would more likely than not arise from his actions at Debtmerica, LLC and/or when he ran Lending Point Mortgage.

- 8) We will show how the Defendants conspired to avoid the arrest and prosecution of James Kimberly Torres and that they were successful in doing so.
- 9) The Defendant's criminal activities now span the Mexican and United States governments, the states of Massachusetts, New Mexico and California.
- 10) When the Plaintiffs reported threats on their lives to 1) The Puertecitos Municipal Police 2) The Baja California North, Mexican District Attorneys Office, who issued a Mexican equivalent to a warrant for the arrest of James Kimberly Torres, hereto attached as exhibit "H", 3) The California State Police and 4) the California DEA who stated to Plaintiff Jesse E. Torres III that they did investigate and place under surveillance James Kimberly Torres.
- 11) These complaints were filed by the Plaintiffs as they believed their lives were in danger, as James Kimberly Torres was a prison-hardened, strong, vicious, convicted criminal with known criminal associations. When Plaintiff Jesse E. Torres III refused to give in to the many extortion attempts by James Kimberly Torres for funds for which he was not entitled, the reign of terror began.
- 12) The history of the relationship of the parties during the time frame set forth herein is as follows:
 - a) There was once a very close relationship between James Kimberly Torres, Defendants Donald F. Torres, Jesse E. Torres IV and Plaintiff Jesse E. Torres III.
 - b) It was, and is known, and was openly discussed, by all of said family members, that James Kimberly Torres was a drug dealer with suppliers in Mexico.
 - c) It was, and is known that James Kimberly Torres shipped drugs throughout the United States.
 - d) James Kimberly Torres did not try to hide his illegal activities from his family. Many times the Plaintiff Jesse E. Torres III saw James Kimberly Torres purchase computer cases.
 - e) Plaintiff Jesse E. Torres III has personally witnessed James Kimberly Torres stuff drugs and then "*baby powder*" into these computer cases, and watch as James Kimberly Torres drove off with said computer cases,.
 - f) James Kimberly Torres stated to Plaintiff Jesse E. Torres III, that he was going to mail them from a UPS store.
 - g) Additionally James Kimberly Torres stated that he used different UPS stores each time he mailed these computer cases to avoid detection by the authorities.
 - h) James Kimberly Torres expressed to Plaintiff Jesse E. Torres III his desire to get out of

the drug business.

- i) James Kimberly Torres did in fact study very hard and passed the tests required by the State of California to obtain, and did obtain, a General Contractors License on or about 1999.
- j) Plaintiff Jesse E. Torres III, on or about March of 2000 did purchase a home three houses away from his uncle, Defendant Donald F. Torres, in Baja California North, Mexico.
- k) Plaintiff Jesse E. Torres III asserts that a considerable benefit of his decision to purchase the above named home, was that the construction required on the home would give his cousin James Kimberly Torres a fresh start in his new career of construction; and hopefully help him remove his dependency on the drug trade.
- l) James Kimberly Torres did begin construction on the home of the Plaintiff Jesse E. Torres III on or about April of 2000.
- m) Once Plaintiff Jesse E. Torres III moved to said home in Baja, every two weeks, James Kimberly Torres submitted an invoice accompanied by receipts to Plaintiff Jesse E. Torres III for services rendered.
- n) Every invoice presented by James Kimberly Torres was paid in accordance with Mexican Federal Law in that, he had to sign a receipt for payment.
- o) Copies of invoices, receipts, and canceled checks are hereto attached and marked as exhibit "D".
- p) On or about early July 2000 James Kimberly Torres left the construction job on the home of Plaintiff Jesse E. Torres III stating that he had gotten a job back in California, and further stating that it was too hot now to work in Baja, Mexico.
- q) Just prior to James Kimberly Torres leaving the aforementioned construction job, he presented to Plaintiff Jesse E. Torres III an invoice for his services to date.
- r) James Kimberly Torres was paid for all services provided by him on the home of Plaintiff Jesse E. Torres III.
- s) There can be no question that his services were paid in full as clearly set forth, as the attachments contain his hand written invoices, signature for receiving payment in full, and the canceled checks for all invoices.
- t) During the following six to seven months, Plaintiff Jesse E. Torres III did hire local contractors and did a significant part of the construction on the after mentioned home resulting in much of the home being completed.
- u) During this construction period stated in above, James Kimberly Torres no longer came to the home of Plaintiff Jesse E. Torres III as he had always done in the past.
- v) On or about February of 2001, Plaintiff Jesse E. Torres III did receive and accept an offer of employment from a computer software Think Tank founded by a former

Microsoft founder, Proximation, Inc. in Santa Fe, New Mexico as a Senior Computer Scientist.

- w) During the period when negotiating the employment contract, Plaintiff Jesse E. Torres III did openly discuss with his uncle and Godfather Defendant Donald F. Torres, the terms of the contract.
 - x) This the Plaintiff Jesse E. Torres III now believes was a life altering mistake, and one that set into motion the events stated herein.
 - y) With all due respect, and only stated herein to provide some perspective, Defendant Donald F. Torres was a retired plumber and had more likely than not, never heard the terms of an executive employment contract, which added up to an amount discussed with Defendant Donald F. Torres of approximately three-hundred-eighty-five-thousand-dollars (\$385,000) for one year's work.
 - z) On or about May 10, 2001, the Plaintiff Jesse E. Torres III did receive a call at his home in Santa Fe from James Kimberly Torres asking him to fly down and spend the weekend with him.
 - aa) On or about May 11, 2001, Plaintiff Jesse E. Torres III did fly down to San Diego California and was picked up at the San Diego Airport by James Kimberly Torres.
 - bb) On or about May 12, at the apartment of James Kimberly Torres, located in Oceanside California, James Kimberly Torres announced to Plaintiff Jesse E. Torres III that Plaintiff Jesse E. Torres III owed him \$7000.
 - cc) As this was impossible as is set forth above, Plaintiff Jesse E. Torres III asked James Kimberly Torres to show any evidence that he owed this amount.
 - dd) James Kimberly Torres said, he had no receipts and to just pay him the money. Plaintiff Jesse E. Torres III refused.
 - ee) The Plaintiff Jesse E. Torres III asserts that the only reason that this didn't turn into a violent situation was that the daughter of James Kimberly Torres, Brianna Torres, was visiting her father that weekend.
 - ff) On or about May 12, 2001, Plaintiff Jesse E. Torres III returned to Santa Fe, New Mexico that afternoon. See exhibit "I", Southwest Airlines eTicket Reservations, hereto attached.
 - gg) Plaintiff Jesse E. Torres III did receive from James Kimberly Torres, numerous phone calls at his home in Santa Fe, New Mexico, stating that if Plaintiff Jesse E. Torres III did not pay him amounts of monies ranging from \$10,000 to \$12,000 dollars he was going to, among other threats, break the legs of Plaintiff Jesse E. Torres III.
 - hh) Plaintiff Jesse E. Torres III had to finally resort to not answering any calls from James Kimberly Torres and always set his house alarm when inside his home in Santa Fe for fear that James Kimberly Torres would follow through with his threats.
- 13) From 2001 through 2006 the continual slander of the Plaintiffs by the Defendant Donald F.

Torres, and his now Deceased son, James Kimberly Torres, was successful in turning family, friends and neighbors away from the Plaintiffs. This was accomplished solely by their out and out lies, and was all part of their many extortion attempts against the Plaintiffs.

- 14) We further assert that, it was during this time period when Defendant Donald F. Torres and his now deceased son, James Kimberly Torres, used these lies against the Plaintiffs and effectively turned Defendant Jesse E. Torres IV's affections away from his father, Plaintiff Jesse E. Torres III. The facts were that:
- a) Defendant Jesse E. Torres IV stopped visiting his father, Plaintiff Jesse E. Torres III at his house in Mexico and stayed exclusively at the home of Defendant Donald F. Torres in Mexico which was only 3 houses away from his father, Plaintiff Jesse E. Torres III.
 - b) Plaintiff Jesse E. Torres IV and his twin brother, Joseph J. Torres, spent the entire Christmas holidays with Defendant Donald F. Torres, without ever once coming over to visit their father, Plaintiff Jesse E. Torres III.
 - c) This hostility towards their father, Plaintiff Jesse E. Torres III became so pronounced that as stated below, Joseph J. Torres stood by why Defendant Donald F. Torres fired skyrockets over the Plaintiffs home while his grandfather, a World War II vet, suffering from stage 5 Alzheimer's, hid to avoid what he believed was enemy fire.
 - d) The strained relationship between the Plaintiff Jesse E. Torres III and his son Jesse E. Torres IV built to an explosive level when the Defendant Jesse E. Torres IV returned his grandfather after spending the afternoon with him, so drunk he could not stand up, and the Defendants Donald F. Torres and Jesse E. Torres IV did this with the full knowledge that his grandfather was on medication that could cause a severe reaction to alcohol.
 - e) His grandfather was actually crying from the above experience as his grandson and brother, the Defendants Jesse E. Torres IV and Donald F. Torres, had brought ladies from a local brothel to the home of Defendant Donald F. Torres, who had molested my father Jesse E. Torres Jr.
 - f) Even while a victim of stage 5 Alzheimer's, the Plaintiff Jesse E. Torres III's father worried for days after this emotionally devastating encounter, that he had betrayed his wife of almost 60 years, the Defendant Sophie J. Torres.
 - g) It was evident to the Plaintiff Jesse E. Torres III, that he had lost his sons, when he confronted the Defendant Jesse E. Torres IV, the next day and asked how he could do that to his grandfather, and the Defendant Jesse E. Torres IV just laughed and stated *"whats the big deal"*.
- 15) We will show that James Kimberly Torres, waiting until mid summer, on or about August 17, 2006, when no residents were in Campo San Pedro, Baja North, Mexico, other than the Plaintiffs and Defendant Donald F. Torres (the village where the Plaintiffs and two Defendants had/have homes), James Kimberly Torres did begin terrorizing the Plaintiffs for a period of two (2) days and one (1) night. He did this from the beach, the water, outside the walls of our then home and in our front yard, and for the apparent enjoyment of the *laughing* Defendant Donald F. Torres. Pounding on our gates and yelling repeatedly, threats that if we weren't out of Mexico in 30 days his friends in *Hells Angles* would be coming down and would kill us. Of specific note is that James Kimberly Torres made these threats in front of his wife and

adolescent daughter, Brianna Torres and was egged on by his father, Defendant Donald F. Torres.

- 16) The Plaintiffs were so threatened, and in fear of their lives, that Plaintiff Jesse E. Torres III stayed up all night with weapons in hand, to protect the Plaintiffs. The terror only stopped on August 18, 2006 when Plaintiff Jennifer J. Adams filed a complaint against James Kimberly Torres with the Puertecitos Municipal Police "*Delegacion Municipal de Puertecitos, B.C. Caseta de Policia, EJ. Delicias*", who visited the home of Defendant Donald F. Torres and threatened to put James Kimberly Torres in jail. The Police later told us they would have arrested James Kimberly Torres if it had not been the requirement of Mexican Law that a complaint be filed with the District Attorneys Office, unless he had been caught in the act by the Police.
- 17) The Police stated to us that after interviewing James Kimberly Torres and Defendant Donald F. Torres, they felt so strongly about the threat to our lives, that they made the appointment for Jennifer that evening, after hours, with the District Attorney to file the complaint. Plaintiff Jennifer J. Adams did file a criminal complaint against James Kimberly Torres with said District Attorneys Office, the *Procuraduria General De Justicia De Estado*.
- 18) The complaint was officially processed and forwarded on August 24, 2006. See exhibit "B" hereto attached. Mexican law requires that a complainant be examined by a licensed federally approved psychologist when making serious charges, as these were considered. On September 19, 2006, at 9:00 AM, Plaintiff Jennifer J. Adams did make the three and one half hour drive through the desert in 130 degree heat, to the Baja North State Capital, Mexicali, was examined, found 100% credible, and the Mexican equivalent of a warrant was issued for James Kimberly Torres.
- 19) During the following month, and continued from prior months, the Plaintiffs were under the continued harassment and threats by the Defendant Donald F. Torres. He would fire rockets the size of a small stick of dynamite directly over the home of the Plaintiffs at all hours of the night. He would do so just long enough to avoid detection by the local Police.
- 20) On one occasion, during these "*attacks*" the father of Plaintiff Jesse E. Torres III, Jesse E. Torres Jr. (Hereafter referred to as DAD) and brother to the Defendant Donald F. Torres, suffering from stage 5 Alzheimer's, and a World War II Vet, who was staying with the Plaintiffs, actually hid under the bed believing he was back aboard ship during World War II and under attack by the Enemy. This was done knowing the effect this had on his brother as we watched Defendant Donald F. Torres (the houses were only three houses apart) watch his brother and laugh.
- 21) This was all witnessed by Joseph J. Torres, twin brother of the Defendant Jesse E. Torres IV who was staying with Defendant Donald F. Torres at that time.
- 22) Defendant Donald F. Torres with his son, James Kimberly Torres, did over a period of approximately five (5) years, commit well over 30 separate, actionable and criminal acts of harassment, intimidation and threats as part of his and his son's criminal extortion efforts.
- 21) Plaintiff Jesse E. Torres III, while still in fear of the threats issued by James Kimberly Torres, specifically the threat that Hells Angels would be coming down to kill the Plaintiffs, did call from Mexico the California U.S. State Police and California U.S. DEA. The Plaintiffs were advised, that the California U.S. Law Offices could not provide protection to them while in Mexico, and

to return to the United States where they could provide the appropriate protections. The Plaintiffs were advised that the California DEA had James Kimberly Torres under surveillance. Based on this advise, the Plaintiffs did relocate from their 8500 square foot Beach Home in Baja, to a small cabin in Big Bear, California owned by Plaintiff Jennifer J. Adams' parents.

- 22) When in Big Bear, California, the Plaintiff Jesse E. Torres III, found out too late that he was severally and detrimentally affected by altitude, this resulted in him having Catastrophic Heart Failure that statistically will shorten his life by many years. Whether or not the Defendants were directly responsible for the Heart Failure of Plaintiff Jesse E. Torres III is a matter for the ultimate trier of fact, however, Plaintiff Jesse E. Torres III herein asserts that he would never have moved from his home at sea-level in Baja California to the cabin in Big Bear that resided at 7500 feet, had it not been for the direct acts of the Plaintiffs as stated herein.
- 23) The home of the Plaintiffs located in Baja California North, Mexico had become rundown as the Plaintiffs, in fear of their lives, could not return home to maintain it.
- 24) On or about April of 2008, the Plaintiffs now desperate for money after the Heart Failure of Plaintiff Jesse E. Torres III, did place their home in an online auction for the purpose of selling the home.
- 25) On or about May of 2008 the Plaintiffs did accept a five-thousand dollar deposit and awarded the winning bid of \$121,000 for their home, and did enter into a binding contract with the buyers.
- 26) The intended buyers of the home went to Mexico to pay the camp owner the customary and contractually obligated ten percent (10%) of the agreed purchase price of the home.

In Mexico the house was owned by the Plaintiffs, the land was owned by the camp owner.
- 27) It is a known fact that the camp owner Chava Becera, as his father had done for many years, has coffee with the Defendant Donald F. Torres almost every morning.
- 28) It is asserted that it was the Defendant Donald F. Torres, keeping his *"promise that Plaintiff Jesse E. Torres III would be leaving behind all that he owned in Mexico"*, who did coerce the camp owner Chava Becera to place egregious commission demands on the property of the Plaintiffs, for a new lease of the property.
- 29) We assert that the Defendant Donald F. Torres was successful in his coercion of Chava Becerra, who did place said egregious commission demands on the Plaintiff's home, a commission that he was contractually prohibited from charging.
- 30) Defendant Donald F. Torres was successful in keeping his promise to Plaintiff Jesse E. Torres III, we assert that through his bad acts, on or about June of 2008 the buyers did rescind their offer to purchase the home of the Plaintiffs due to said egregious commission demands.
- 31) On or about May 11, 2010, the Plaintiffs, out of pure desperation, did sell their home in Baja California North, Mexico for the sum of thirty-thousand dollars (\$30,000).
- 32) While many of these actions as stated above took place in Mexico, they were in fact part of an ongoing international criminal conspiracy where American Citizens were its target, and further, that their continued attempts at extortion from, and the intimidation of the Plaintiffs, were also

carried out using a telephone to make calls to the Plaintiffs to and from the United States and Mexico depending on where the Plaintiffs were located, and included direct extortion attempts in the United States.

- 33) This conspiracy has once again reared its ugly head, and is once again focused on the Defendants enforcing their promise to destroy the lives of the Plaintiffs. Their intentions and actions can be stated no clearer than by reiterating their own words, *"you should have just paid the money"*, words heard many times by the Plaintiffs during and after the many attacks they endured by the Defendants as stated below.
- 34) On or about May 29, 2011 the Defendants Jesse E. Torres IV and Donald F. Torres became aware that Plaintiff Jesse E. Torres III was to receive from the estate of his parents, properties valued at one-million-six-hundred-forty-thousand dollars (\$1,640,000) and that those properties were to include the home where Defendant Donald F. Torres was raised. They then directed their attentions to coerce and entice the Defendant Sophie J. Torres to breach her Contract with Plaintiff Jesse E. Torres III and remove him as beneficiary to her Will and replace him with others.
- 35) Defendants Donald F. Torres and Jesse E. Torres IV were easily successful in coercing the Defendant Sophie J. Torres as:
- (a) While Defendant Sophie J. Torres has full control over assets valued at well over a million dollars, it is common knowledge to those who know her, that she refuses to use those assets to her benefit and instead will, and does depend on the monies advanced her by family members. With the exception of her Social Security check, she is dependent on the monies now given her by her grandsons, the majority of which comes from Defendant Jesse E. Torres IV who in her mind, has now, after her son's Heart Failure, replaced Plaintiff Jesse E. Torres III, as her new source of income.
 - (b) Defendants Donald F. Torres and Jesse E. Torres IV were fully aware and in majority part, responsible for, the Defendant Sophie J. Torres being dependent on the monies she was and is receiving from Defendant Jesse E. Torres IV.
 - (c) They knew the devastating effect it had when they once before cut off funds to Defendant Sophie J. Torres; funds they cut off simply because they did not like a real estate decision she had made.
 - (d) This known dependency on the monies of others has been long in practice by Defendant Sophie J. Torres, until recent years, she did receive tremendous amounts of monies loaned to her and her husband, Jesse E. Torres Jr., now deceased, by their son, Plaintiff Jesse E. Torres III. Money that she had fully acknowledged and further did sign a binding contract which states she owed to Plaintiff Jesse E. Torres III an amount in excess of one-million-six-hundred-forty-thousand-dollars (\$1,640,000).
 - (e) Plaintiff Jesse E. Torres III pressed the Defendant Sophie J. Torres to place the properties in a Trust. There were no material changes to the existing contract by and between the parties, as the proposed Trust would only have affected the properties where Defendant Sophie J. Torres had already permanently transferred the property rights to Plaintiff Jesse E. Torres III. Plaintiff Jesse E. Torres III wanted the Trust solely to avoid any unnecessary estate taxes that would most likely be incurred.

- (f) For unknown reasons, other than her legendary inability to listen to reason, the Defendant Sophie J. Torres objected to the Trust and it became a major topic of dissension between the Defendant Sophie J. Torres and her son, the Plaintiff Jesse E. Torres III.

27) The Plaintiffs had no knowledge that Defendant Sophie J. Torres was once again receiving funds from Defendant Jesse E. Torres IV until on or about May 28, 2009:

- a) Plaintiff Jesse E. Torres III did on more than one occasion ask directly of his mother the Defendant Sophie J. Torres if she was receiving funds from the twins which included the Defendant Jesse E. Torres IV. The Defendant Sophie J. Torres did adamantly deny this.
- b) Had the Plaintiffs known that Defendant Sophie J. Torres was receiving funds from Defendant Jesse E. Torres IV, they would never have contacted him as documented below.
- c) The Plaintiffs do assert that this information was deliberately withheld by the Defendant Sophie J. Torres, as she knew of the strained relationship between Plaintiff Jesse E. Torres III and his son, Defendant Jesse E. Torres IV.
- d) The Plaintiffs further assert that the Defendant Sophie J. Torres did assume, through no cause by the Plaintiffs, that disclosure of this information may stop or interfere with the considerable services provided to her by the Plaintiffs.
- e) Said services had already increased the values of her properties by hundreds of thousands of dollars.

28) Defendants Donald F. Torres and Jesse E. Torres IV discovered that the Plaintiff Jesse E. Torres III was to receive the benefit of properties valued at one-million-six-hundred-forty-thousand dollars (\$1,640,000) when the following chain of events took place:

- a) On or about May 25, 2011, Plaintiff Jesse E. Torres III was approached by Defendant Sophie J. Torres who stated to him that she needed money to make the mortgage payment on the Farm House under construction at 345 Carriage Shop, Road East Falmouth, Barnstable County, Massachusetts hereafter referred to as the "*Farm House*".
- b) On or about May 26, 2011, as the Plaintiff Jesse E. Torres III did not have the funds necessary to make the mortgage payment, did reluctantly send an email to Defendant Jesse E. Torres IV asking that he repay the \$11,000 he lent to his son, Defendant Jesse E. Torres IV (which he used to fund Defendant Debtmerica, LLC or its predecessor Lending Point Mortgage).
- c) Plaintiff Jesse E. Torres III requested Defendant Jesse E. Torres IV to pay the \$11,000 directly to the Defendant Sophie J. Torres. See exhibit "E" Hereto Attached.
- d) On or about May 26, 2011, Defendant Jesse E. Torres IV refused to honor his debt and made statements to his father in his email to Plaintiff Jesse E. Torres III that were both inflammatory and just simply not true.
- e) On or about May 28, 2011, after 10 years of abuse and/or terror by the Defendants

Jesse E. Torres IV and Donald F. Torres, the Plaintiff Jesse E. Torres III did disavow his son, Defendant Jesse E. Torres IV.

- 29) Within 24 hours of Plaintiff Jesse E. Torres III disavowing his son Defendant Jesse E. Torres IV, the Defendant Jesse E. Torres IV did begin a campaign to have his father, Plaintiff Jesse E. Torres III removed from the Will of his mother, Defendant Sophie J. Torres. Defendant Jesse E. Torres IV conspiring with Defendant Donald F. Torres, not only coerced Defendant Sophie J. Torres to breach her contract with Plaintiff Jesse E. Torres III, they actually found and paid for an attorney to write a new Will for the Defendant Sophie J. Torres. This was and is a clear and deliberate breach of her contract with Plaintiff Jesse E. Torres III, with complete and utter disregard for her contractual obligations.
- 30) On July 11, 2011 the Plaintiffs sent to the Defendant Sophie J. Torres and her Attorney Kathryn Wilson a "*Notice of Breach of Contract*", by U.S. Prepaid Certified Mail, Return Receipt Requested. Hereto attached and Marked exhibit "F" which contained claims for three material breach of contract claims. These claims were made for violations of the contract entitled PERMANENT TRANSFER OF PROPERTY RIGHTS dated April 24, 2009, hereto attached and marked exhibit "A". Said notice claimed three material breaches of contract for:
- a) Writing a new Will that will materially change the ownership and/or property rights of the properties that were permanently and irrevocably transferred from Defendant Sophie J. Torres to Plaintiff Jesse E. Torres III on April 3, 2009 and is a named breach of the contract where the full agreed to amount became payable in full upon said breach.
 - b) Breach of Fiduciary Responsibility by failing to complete the construction on the Farm House, thereby incurring additional costs estimated to be one-hundred thousand dollars (\$100,000) which will materially affect the benefit of the bargain of the Contract.
 - c) Breach of Fiduciary Responsibility by failing to maintain the property located at 562 Waquoit Highway including but not limited to re-shingling the roof which will place the home at risk as it is a clear and deliberate breach of the contract with the Reverse Mortgage company and will materially affect the benefit of the bargain of the Contract.
- 31) Due to the specific efforts of the Plaintiffs, the value of the Farm House has been increased by hundreds of thousands of dollars. Changing what was of little value into something of significant value.
- 32) Plaintiff Jennifer J. Adams witnessed a phone call between the Defendants Jesse E. Torres IV and Sophie J. Torres where it was stated to Defendant Jesse E. Torres IV by Defendant Sophie J. Torres that the Farm House "*was coming along beautifully*".
- 33) As the value of the Farm House was being significantly increased due to the Plaintiff's labors, and having the Defendant Sophie J. Torres under the Defendants Jesse E. Torres IV and Donald F. Torres' effective control as she was now again totally dependent on the funds she received from Defendant Jesse E. Torres IV, and knowing that the very thought of what had happened in the past when her funds had been cut off, combined with the fact that she objected to the proposed Trust, it became very easy to coerce the Defendant Sophie J. Torres to breach her signed contract with her only natural child, Plaintiff Jesse E. Torres III and to take away those assets to which he is both legally and contractually entitled.

FACTS

- 34) On or about August 17, 2006 Defendant Donald F. Torres and his now deceased son, James Kimberly Torres, were successful in intimidating the Plaintiffs to a point where they were in fear of their lives, and would flee their home in Baja California North, Mexico.
- 35) On or about September 16, 2006, the date when the Plaintiffs were told by James Kimberly Torres that Hells Angels would be coming to kill the them, if they had not been out of their home in Baja California North. At this time, based solely on this threat, the Plaintiffs did flee their home with minimal belongings, and returned to the United States.
- 36) On or about October 2006 the Plaintiffs moved into a cabin in Big Bear, California owned by the parents of the Plaintiff Jennifer J. Adams.
- 37) On or about March 11, 2007 Plaintiff Jesse E. Torres III was taken to the Big Bear Hospital by Ambulance as he could not breath. He was diagnosed with extremely high blood pressure (210 /190) brought on by the high altitude of Big Bear.
- 38) On or about March 22, 2007 the Plaintiff Jesse E. Torres III did have Catastrophic Heart Failure, caused by the chronic high-blood pressure brought on in significant part by the altitude of Big Bear, and was admitted to Arrowhead Hospital in San Bernadino, California for a period of one week, more or less.
- 39) This Heart Failure will statistically shorten the life of Plaintiff Jesse E. Torres III by many years.
- 40) Had it not been for the life-threats of the Defendant Donald F. Torres and his son, James Kimberly Torres, we assert that Plaintiff Jesse E. Torres III would never have of moved to Big Bear, California and would have stayed in his sea-level home in Baja California North, Mexico and not had Catastrophic Heart Failure.
- 41) On or about Memorial Day Weekend 2007 the Plaintiffs left California and began driving back East (Plaintiff Jesse E. Torres III could not fly due to his medical condition) in order to:
 - a) Return to the care of his long time doctor, Arthur D. Crago in Falmouth, Massachusetts.
 - b) Help his mother clean up after his father, Jesse E. Torres Jr., who suffered from Alzheimer's for the four to five years prior.
 - c) Withdraw the remaining funds from the one-hundred-fifty-thousand dollars (\$150,000) he had left in trust with his father on or about the year 2000, so he could pay the large medical bills that were the result of his Heart Failure, and obtain Health Insurance while in Massachusetts.
- 42) The Plaintiffs spent months cleaning up the home of Defendant Sophie J. Torres which was in complete disarray from the Alzheimer years of Plaintiff Jesse E. Torres III's father.
- 43) Upon getting his mother and her homes in a state where her home and properties were livable, Plaintiff Jesse E. Torres III asked his mother Defendant Sophie J. Torres to accompany him to Rockland Trust to withdraw his monies.

A bank account was set up by the Plaintiff Jesse E. Torres III with Dick Weir at the Rockland Trust to hold the \$150,000 left in the care of the Plaintiff's father, Jesse E. Torres Jr.

- 44) Plaintiff Jesse E. Torres III did give his father the OK to withdraw \$15,000 to pay to his brother Defendant Donald F. Torres for monies he had borrowed from him many years earlier.
- a) On or about December 2001, Plaintiff's father Jesse E. Torres Jr. did come down to the Plaintiff's home in Baja California North, Mexico and did stay for approximately one month.
 - b) During the above stated stay with the Plaintiffs, Plaintiff Jesse E. Torres III did give Jesse E. Torres Jr. \$15,000 in order to pay Defendant Donald F. Torres the money Jesse E. Torres Jr. owed him.
- 45) Plaintiff Jesse E. Torres III logically assumed that the bank account would have an amount of \$135,000 plus several years interest.
- 46) The Defendant Sophie J. Torres informed Plaintiff Jesse E. Torres III that she had removed the monies from the Rockland Trust and transferred them to Sovereign Bank.
- 47) Defendant Sophie J. Torres, when asked by Plaintiff Jesse E. Torres III how much money was in the account, she stated that there was less than thirty-thousand dollars (\$30,000) left.
- a) Upon examining the finances of the Defendant Sophie J. Torres, it was demonstrable that the main draw on her finances and the main reason she had greatly depleted the account of the Plaintiff Jesse E. Torres III was that she had been paying a mortgage that the Defendant Jesse E. Torres IV had set up for her with his old mentor and boss.
 - b) Whether the Defendant Jesse E. Torres IV had simply wanted to impress his old boss, or less likely, as Defendant Jesse E. Torres IV was a graduate of the Wharton School of Business, just didn't know about Reverse Mortgages, the question as to why Defendant Jesse E. Torres IV got a regular mortgage rather than a Reverse Mortgage for his Grandmother is unclear. As his Grandmother had no income other than Social Security, he should have gotten his grandmother, Defendant Sophie J. Torres, a Reverse Mortgage, which would have resulted in:
 - i. Savings of sixty-thousand dollars in mortgage payments
 - ii. Increase proceeds from her current reverse mortgage of an estimated one-hundred-fifty-thousand dollars (\$150,000) as property values at the time she signed the aforementioned mortgage were at their highest, and when she obtained her Reverse Mortgage property values were at their lowest.
- 48) On or about April 3, 2009 through April 17, 2009, the Defendant Sophie J. Torres and her son, Plaintiff Jesse E. Torres III did review the original Will of her and her husband, Jesse E. Torres Jr., a first draft of a Will she had prepared, and numerous financial documents, including canceled checks, many of whom were endorsed by the Defendant Sophie J. Torres. The Plaintiff Jesse E. Torres III had said documents stored electronically on the portable computer he had brought with him.
- 49) It was clear and without doubt, that the Plaintiff Jesse E. Torres III had lent amounts of monies to his parents amounting to hundreds of thousands of dollars
- 50) On or about April 20, 2009, using "*Quicken Will Maker*" for all but the Addendum, the

Defendant Sophie J. Torres and her son Plaintiff Jesse E. Torres III did draft the following documents for the Defendant Sophie J. Torres:

- a) The Will of Defendant Sophie J. Torres, hereto attached and marked exhibit "G".
- b) Addendum to the Will of Defendant Sophie J. Torres - Permanent Transfer of Property Rights, hereto attached and marked exhibit "A".
- c) Health Care Proxy.
- d) Durable Power of Attorney for Financial Management.

51) On or about the morning of April 21, 2009 the Defendant Sophie J. Torres was given copies of all of the documents named above so that, as was recommended by her son and Plaintiff, Jesse E. Torres III, she could have her attorney, who at the time was Kathryn Wilson of Mackey & Foster, P.A., review the documents before their execution by the Defendant Sophie J. Torres.

52) On or about April 24, 2009, all of the above named documents were executed before witnesses and a Massachusetts Notary Public.

53) Due to the well known Modus Operandi of the Defendant Sophie J. Torres, Plaintiff Jesse E. Torres III took great care in validating that the Defendant was fully capable of signing the documents as he knew that she may later use her age, and claim that she didn't understand what she was signing, or that she signed the documents under duress. As such the following documents were executed at the time of her signing:

- a) She was given three days to have her attorney review the documents.
- b) All of the documents were explained to her in very simple language and in front of two independent witnesses.
- c) A statement from her Doctor of over forty-years that she was, at the time of the signing of said documents, of sound mind and body, hereto attached as exhibit "K"
- d) An Affidavit from her long time neighbors that she was as sharp as any 35 year old, hereto attached as exhibit "L"
- e) A Federal Certificate of HECM Counseling stating that she was fully capable of entering into a Reverse Mortgage, hereto attached as exhibit "M"
- f) An Affidavit by a Massachusetts Notary Public verifying that all of the above stated documents were signed of her own free will and not under any duress, hereto attached as exhibit "N"

54) The document entitled Addendum to the Will of Sophie J. Torres hereto attached as exhibit "A" (hereafter referred to as "*Contract*") set up a form of joint ownership of the properties named therein, as while the properties were in the name of the Defendant Sophie J. Torres, she had Permanently Transferred the Property Rights to the Plaintiff Jesse E. Torres III.

55) On or about April 13, 2009 the Plaintiffs and Defendant Sophie J. Torres agreed to obtain a Reverse Mortgage on the property located at 562 Waquoit Highway, East Falmouth MA, 02536

one of the “*Jointly Owned*” properties (Waquoit Home).

- 56) The proceeds from the Reverse Mortgage were to be used against the advise of the Plaintiff Jesse E. Torres III, to restore the home “*Jointly Owned*” and located at 345 Carriage Shop Road, East Falmouth, MA 02536 (Farm House).
- 57) Plaintiff Jesse E. Torres III had advised against the restoring of the Farm House as the age of the home caused “*flags to pop up*” and that the required repairs could easily exceed the value of the home.
- 58) The Plaintiffs worked out the the projections to restore the Farm House, which clearly required that the Defendant Sophie J. Torres obtain, with the Plaintiff’s assistance, a mortgage on the Farm House of one-hundred-fifty-thousand dollars (\$150,000) for any additional construction costs and working capital. It was undeniable that the proceeds from a Reverse Mortgage would not be adequate to restore the home. Additionally, this additional funding would allow breathing room to make the mortgage payments if the estimated construction period was exceeded.
- 59) With reliance on their benefits of their bargain from the Contract, the Plaintiffs, after contacting numerous lenders to find the best deal for a one-hundred-fifty-thousand dollars (\$150,000) first mortgage for the Farm House, the Plaintiffs were able to get offers for very low cost mortgages (3.9%).
- 60) The Plaintiffs and the Defendant agreed that they would do the “*double financing package*” and obtain both the Reverse Mortgage as stated below, and the first mortgage as stated above. Without this double loan package both properties could be placed in jeopardy.
- 61) With reliance on their benefits of the Contract, the Plaintiffs did create a substantial website solely for the purpose of obtaining the best deal possible for the Defendant Sophie J. Torres, and did email to approximately 40 Reverse Mortgage Companies a link to the website with a request to bid on the Reverse Mortgage.
- 62) With reliance on their benefits of the Contract, the Plaintiffs did get a response from almost every Reverse Mortgage company they had solicited. After one hundred and fifty or more hours of work, building the website and negotiating with said Reverse Mortgage companies, one company had offered an appraisal forty-thousand dollars better than the other bidders, which did result in forty-thousand dollars more cash available for the restoration of the home referenced above.
- 63) On or about May 13, 2009, the Defendant Sophie J. Torres did obtain the Reverse Mortgage as stated above.
- 64) On or about May 20, 2009, the Defendant Sophie J. Torres did refuse to honor her agreement to place a first mortgage on said home, and did in fact place both homes in jeopardy.
- 65) With reliance on their benefits of the Contract, under the supervision of the Plaintiffs, on or about June 25, 2009 construction began of the Farm House.
- 66) On or about August 11, 2009, Plaintiff Jesse E. Torres III’s concerns came to fruition and the center and front of the Farm House floors and supporting beams collapsed due to hidden termite damage.

- 67) With reliance on their benefits of the Contract, the Plaintiffs on or about August 15, 2009, as there were only limited funds available as the Defendant Sophie J. Torres had refused to honor her verbal agreement with the Plaintiffs to get a first mortgage on the Farm House, the Plaintiffs were forced to personally do the construction on the Farm House for a period of approximately four months.
- 68) Had the Plaintiffs not completed the emergency construction required, the Farm House would more likely than not have collapsed.
- 69) On or about February 15, 2010 the Defendant Sophie J. Torres and the Plaintiffs agreed to solicit a construction mortgage to complete the restoration of the Farm House as at this point there were no remaining funds available.
- 70) With reliance on their benefits of the Contract, the Plaintiffs on or about February 30, 2010 created a website for the purpose of obtaining the best possible terms for a construction mortgage, and to thereby finish the Farm House.
- 71) Unlike the Reverse and First Mortgages, only one bank showed any interest in providing the construction mortgage, Wells Fargo.
- 72) With reliance on their benefits of the Contract, the Plaintiffs during the approximate time frame of March 3, 2010 through December 1, 2010 did go through the arduous task requiring hundreds of hours of work be done by the Plaintiffs to provide the hundreds of pages of documents required by Wells Fargo to qualify for the construction mortgage. (A link to the website and password can be provided upon request).
- 73) On or about December 13, 2010 the closing on the mortgage was scheduled at the Residence of Defendant Sophie J. Torres with the attorney representing Wells Fargo (Closing).
- 74) The Plaintiffs did, for three days prior to the closing, remind the Defendant Sophie J. Torres of the time and date of scheduled Closing and did so on the morning of the closing as well.
- 75) On the day of the closing, less than one hour before the scheduled time of the closing was to take place, Plaintiff Jesse E. Torres III observed that Defendant Sophie J. Torres was getting into her car to leave.
- 76) Plaintiff Jesse E. Torres III rushed to the car Defendant Sophie J. Torres was getting into, to remind her that the closing was less than an hour away.
- 77) For the hour following the closing time and date, and after the attorney representing Wells Fargo left, the Plaintiffs were forced to make panicked calls to the Falmouth Hospital and Police, as they were unable to contact the Defendant Sophie J. Torres.
- 78) The Defendant Sophie J. Torres did return to her home, the location of the closing, an hour late, announcing that she had been asked to join her friend Shirley Halbert for coffee and she had accepted the invitation.
- 79) While this behavior is certainly unacceptable, and it is a pattern of behavior the Plaintiffs came to expect from the Defendant Sophie J. Torres, as it has been the same since her son, Plaintiff Jesse E. Torres III can remember, it was the result of said behavior that is set forth that:

- a) We did not receive the voluminous Closing document package electronically from Wells Fargo until 10 – 15 minutes before the scheduled Closing.
- b) The Plaintiffs were unable to review the documents as they were trying to locate the Defendant Sophie J. Torres.
- c) The Plaintiff Jesse E. Torres III herein asserts that had he been able to review the documents that contained an interest rate higher than expected and closing costs of approximately thirteen-thousand dollars (\$13,000) on a loan of approximately eighty-seven-thousand dollars (\$87,000), and that the full mortgage payment amount was due from the first month of the date of the mortgage regardless of the amounts advanced, he would have not recommended that the Defendant Sophie J. Torres enter into the mortgage until he had renegotiated the loan

Of note is that if the Defendant Sophie J. Torres had obtained a first mortgage on the Farm House as was recommended by Plaintiff Jesse E. Torres III and as she had agreed to do as set forth above, she would have saved approximately eighty-five-hundred dollars (\$8,500) on the closing costs, had approximately the same monthly payment for the same time period (30 years) and had approximately seventy-thousand dollars (\$70,000) in the bank.

- 80) The attorney returned to the closing location and the Defendant Sophie J. Torres did sign the mortgage with Wells Fargo.
- 81) On or about December 15, 2010 the construction to complete the restoration of the Farm House began.
- 82) The completion of the Farm House, which we believe was well over two hundred (200+) years old and built when Falmouth was known as "*The Falmouth Plantation of Plymouth County*", required hundreds of hours of supervision by Plaintiff Jesse E. Torres III and hundreds of hours of engineering and drawings provided by Plaintiff Jennifer J. Adams who has her Masters Degree in Mechanical Engineering.
- 83) With reliance on their benefits of the Contract, the Plaintiffs did perform the work as stated above and did so without any other compensation from the Defendant Sophie J. Torres.
- 84) From the time construction began, until the termination of the contractor for cause, on or about May 15, 2011, there were numerous problems with the contractor's work and after forty-seven (47) material breach of contract claims and numerous attempts to allow the contractor to cure, the contractor was terminated.
- 85) The termination of the contractor is and was a complex undertaking far beyond a normal termination due to the requirements of Wells Fargo, said requirements caused the Plaintiffs to prepare thirty-two (32) multi-page documents, photos and a website.
- 86) With reliance on their benefits of the Contract, the Plaintiffs did perform the one hundred or more hours of work to file all of the required documents caused by the above stated breach of contract by the contractor. (A link to the website and password can be provided upon request).
- 87) Had it not been for the Plaintiffs protecting the interests of Defendant Sophie J. Torres, she would have over-paid the contractor by approximately seventeen-thousand dollars (\$17,000). By the direct result of the Plaintiff's filing the material breach by the contractor, the funds were

withheld by Wells Fargo from said contractor. The Plaintiffs assert that if these monies were not withheld, and therefore not now available to complete said construction, the Defendant would not be able to complete the restoration of the Farm House.

- 88) Wells Fargo required that a new licensed General Contractor be found and approved by them before any construction funds would be released.
- 89) The Plaintiffs were unable to find any contractors by word-of-mouth as the Plaintiffs assert it was now the start of the summer season on Cape Cod, when construction is in full swing.
- 90) With reliance on their benefits of the Contract, the Plaintiffs did advertise for bids from contractors, and did provide a link to a new website that had all of the forms that bidding contractors had to fill out so that they could be approved by Wells Fargo.
- 91) Numerous contractors scheduled appointments to inspect the Farm House, and they were required to provide two bids. The first bid was to repair the defaults by terminated contractor, the second bid to complete the remaining construction on the Farm House.
- 92) Each of these appointments required two to four hours of time by Plaintiff Jesse E. Torres III as well as each appointment interrupting his personal work, as Plaintiff Jesse E. Torres III is a Senior Computer Scientist working on a new product. (A link to the website can be provided upon request). These many hours of work were done solely with reliance on their benefits of the Contract.
- 93) It was becoming obvious to the Plaintiffs and the Defendant Sophie J. Torres that the property value of the Farm House and the almost six acres across the street were increasing in value substantially, and were doing so as a direct result of the considerable efforts of the Plaintiffs, and would more likely than not be subject to significant estate taxes upon the death of Defendant Sophie J. Torres.
- 94) On or about May 22, 2011 the Plaintiff Jesse E. Torres stated to the Defendant Sophie J. Torres that it was time to place the properties specified in the Contract in Trust as was long agreed to, to avoid unnecessary taxes and recommended that she use her existing attorney Kathryn Wilson of Mackey & Foster, P.A., to form said Trust.
- 95) As was traditional with the Defendant Sophie J. Torres and clearly demonstrable by her "*Coffee with Shirley Halbert*" attitude as stated above, where she didn't show up to the Closing simply because she didn't want to, she did refuse to even discuss said Trust, and did so knowing that forming the Trust would not have affected the Contract, nor her control of the property in any way.
- 96) The Trust became a point of contention by and between Defendant Sophie J. Torres and her son Plaintiff Jesse E. Torres III.
- 97) On or about May 24, 2011 Plaintiff Jesse E. Torres III finally convinced the Defendant Sophie J. Torres to see the Farm House for the first time since construction began.

Of note is that prior to the efforts of the Plaintiffs, the prior state of the Farm House was such that the costs of time and money to obtain the permits required to tear it down, did and would have actually devalued the property. The required permits would be for an historic home in the wetlands, approximately fifty feet (50) from the pond, which is the Town of Falmouth's Water

Shed.

98) On or about May 25, 2011 Plaintiff Jennifer J. Adams was present when Defendant Sophie J. Torres was talking on the phone with Defendant Jesse E. Torres IV and Defendant Sophie J. Torres stated to Defendant Jesse E. Torres IV that *"the house (Farm House) was coming along beautifully"*.

99) On or about May 26, 2011, the Defendant Sophie J. Torres did inform the Plaintiff Jesse E. Torres III that she did not have the required funds to make the mortgage payment to Wells Fargo.

Of note: Had the Defendant Sophie J. Torres honored her agreement to obtain the first mortgage of one-hundred-fifty-thousand dollars (\$150,000), she would have had funds (\$70,000 +/-), far in excess of the amounts required to make this and many more mortgage payments.

100) On or about May 26, 2011 Plaintiff Jesse E. Torres III did send an email to Defendant Jesse E. Torres IV asking him to repay the eleven-thousand dollars he had loaned to him and to pay those monies directly to the Defendant Sophie J. Torres. Hereto attached and marked as exhibit "E"

101) The Defendant Jesse E. Torres IV replied in a way that caused his Father Plaintiff Jesse E. Torres III to disavow him.

The Plaintiff disavowed his son Defendant Jesse E. Torres IV, not simply for the specific content of his email, but rather based on the long-time abuses by his son Defendant Jesse E. Torres IV and his association with, and the abuses by, the Defendant Donald F. Torres, as clearly set forth above.

102) On or about May 28, 2011 the Defendant Sophie J. Torres announced to her son that after communicating with her grandson Defendant Jesse E. Torres IV, that he would now maintain the properties and complete the construction on the Farm House.

103) Defendant Sophie J. Torres announced to the Plaintiffs that they were no longer authorized to do work on her behalf.

104) Defendant Sophie J. Torres announced to the Plaintiffs that she was going to write a new Will and/or Trust and was going to change the heirs.

105) Defendant Sophie J. Torres stated to the Plaintiffs that Defendant Jesse E. Torres IV had had her attorney Kathryn Wilson of Mackey & Foster, P.A, checked out and she went to Harvard Law School and that he was now paying all legal expenses to change the Will of the Defendant Sophie J. Torres, to remove her son, Plaintiff Jesse E. Torres III from said new Will.

106) Plaintiff Jesse E. Torres III did caution the Defendant Sophie J. Torres that she would be breaching her contract with Plaintiff Jesse E. Torres III, and that the Plaintiffs had drastically limited their own personal work and performed thousands of hours of work solely for the benefits of said contract.

107) Defendant Sophie J. Torres stated to the Plaintiffs that as she had discussed with the Defendant Jesse E. Torres IV, she would now simply claim *"she had signed it under duress"*.

108) The Plaintiff Jesse E. Torres III has stated above, and provided the documents as

attachments to this Complaint, the numerous precautions he had taken to avoid this exact tactic, one to which he was all too aware, that the Defendant Sophie J. Torres may and did now use.

109) There has been a pattern of such bad acts by the Defendant Sophie J. Torres and we offer the following facts as clear evidence thereof:

- a) She used as collateral for a personal business loan, sixty-thousand dollars (\$60,000) from the estate of Amelia Torres, the mother of her deceased husband Jesse E. Torres Jr. (DAD) and the Grandmother of Plaintiff Jesse E. Torres III. The loan did not get repaid for many years, was unknown to any of the other heirs, and lead to severely strained relationships between DAD and his siblings.
- b) She was sued by two generations of her family (her side) on or about 1995 in Barnstable Probate Court for mismanagement of the estate of Lillian R. Souza of which she had gotten herself appointed Executor. Even though there was overwhelming evidence that the main asset of said estate was the home, and that it was the desire of Lillian R. Souza that said home was to be left to Penny Barrows, a niece that Lillian had partly raised, the house ended up being sold and the Plaintiff once again was successful using her tactics, and these tactics facilitated her receiving the lion's share of the proceeds of the estate.
- c) She sent her husband and father of Plaintiff Jesse E. Torres III, Jesse E. Torres Jr. (DAD) *"for a visit with her son in Mexico"*. She never told the Plaintiffs, nor did the Plaintiffs have any knowledge of, the fact that DAD was in stage 5 Alzheimer's. The Plaintiffs used the last thirty-thousand-dollars (\$30,000) they had on the medical care and caring of DAD.
 - i. Not once did the Defendant Sophie J. Torres during the five (5) month stay with the Plaintiffs, ask the Plaintiffs to return her husband.
 - ii. After 5 months the Plaintiff's money ran out and the Plaintiffs called Defendant Sophie J. Torres for some financial assistance for DAD. Her answer: send him home.
 - iii. The Plaintiffs had no choice but to send DAD home as the day he left for the trip home the Plaintiffs had just less than one-hundred dollars in their bank account.
- d) Once DAD was home with the Defendant Sophie J. Torres, she refused to sell or mortgage any of the properties she had joint ownership of with DAD, properties that DAD inherited from his side of the family. If she had used just a small portion of the funds available from these properties (she was offered eight-hundred-fifty-thousand-dollars for just one property and refused it due to her familiar modus operandi of saying no for the sole purpose of *"being in charge"*), she could have hired someone to help and properly care for DAD, as the Plaintiffs had done, and the following might never have happened:
 - i. There was an ambulance in her yard picking up DAD and Defendant Sophie J. Torres, who was in the house, didn't know that they had taken him to the Hospital.

- ii. DAD fell down a hole across the street, the Plaintiff Jesse E. Torres III believes it was the Police who returned him that time, again, the Defendant Sophie J. Torres knew nothing about the event.
- iii. DAD wandered off to a local motel, a 2nd cousin worked there and she returned him. Again, the Defendant Sophie J. Torres knew nothing about the event.
- iv. DAD, on January 8, 2007, while Defendant Sophie J. Torres was in the house, went upstairs, got into her jewelery, fell down the stairs admiring it, and broke his neck and died.

110) In addition to the labors set forth above, the Plaintiffs have provided thousands of hours of labor on the properties that are set forth in the Contract between Defendant Sophie J. Torres and Plaintiff Jesse E. Torres III to maintain and keep up said properties which were in a state of disrepair prior to the Plaintiffs taking over their maintenance, care and upkeep.

111) These labors as stated above were provided based in main part on the fruits of the benefit of their bargain of said Contract.

112) On or about July 7, 2011 Defendant Sophie J. Torres and her attorney Kathryn Wilson of Mackey & Foster, P.A., were each sent by Certified U.S. Mail, return receipt requested, a "*Notice of Breach of Contract*" which contained a specified time-frame to cure. A copy is hereto attached and marked as exhibit "F".

113) The above stated Breach of Contract Notice contained in material part, the following three (3) claims:

- a) Writing a new Will and/or effectively changing the terms of the Contract.
- b) Failing to complete the construction of the home located at 345 Carriage Shop Road, East Falmouth, MA 02536.
- c) Not maintaining the property located at 562 Waquoit Highway, East Falmouth, MA 02536

114) On or about July 12, 2011 Defendants Jesse E. Torres IV and Debtmerica, LLC were sent electronically and by Certified U.S. Mail, return receipt requested, a "*Notice to Cease and Desist, Intent to Bring Actions*" which contained a specified time-frame to cure. A copy is hereto attached and marked exhibit "J".

115) The above stated Notice to Cease and Desist, Intent to Bring Actions contained the following claims:

- a) Tortious Interference
- b) Deliberate Interference
- c) Malicious Intent
- d) Conspiracy to Commit Fraud
- e) Slander
- f) Misrepresentation

- g) Defamation
- h) Blatant Disregard of Due Diligence
- i) Specific notice that claims would be added if the Defendants did not cure.

116) While the Plaintiffs believe that Defendant Donald F. Torres was notified and/or sent a copy of said notice by the Defendant Jesse E. Torres IV, the Plaintiffs have no known address of the Defendant Donald F. Torres and as such they were not able to send him a copy of the notice.

117) The above referenced address of said Defendant Donald F. Torres, we believe will become known to the Plaintiffs shortly after the Discovery Process is begun.

SUMMARY OF FACTS

118) It has been clearly documented and set forth herein that the Defendant Donald F. Torres did conspire with his now deceased son, James Kimberly Torres, to commit acts of Extortion and Intimidation against the Plaintiffs including but not limited to threats on the very lives of the Plaintiffs.

119) It has been clearly documented and set forth herein that the Defendant Donald F. Torres and his now deceased son, James Kimberly Torres, were successful by using the tactics as stated above, and did cause great financial harm to the Plaintiffs, including but not limited to the selling of their Baja California North, Mexico waterfront home, valued at five-hundred-thousand dollars (\$500,000) prior to their bad acts, to be sold for the diminished sum of thirty-thousand dollars, (\$30,000) , causing a direct financial loss to the Plaintiffs of four-hundred-seventy-thousand dollars (\$470,000).

120) It has been clearly documented and set forth herein that the Defendant Donald F. Torres and his now deceased son, James Kimberly Torres, were successful by using the tactics as stated above, and did cause the Plaintiff Jesse E. Torres III life-threatening physical harm in the form of Congestive Heart Failure that will statistically shorten his life by many years.

121) It has been clearly established that the Defendant Jesse E. Torres IV, long under the influence of the Defendant, Donald F. Torres, did conspire with him, the result of which was to use, and did use the constant and implied threat of withholding funds from the Defendant Sophie J. Torres as he had done in the past, to coerce her to disavow her contract with her son, Plaintiff Jesse E. Torres III.

122) It has been clearly documented and set forth herein that the Defendant Sophie J. Torres has a well documented history of getting what she wants by less than honorable means.

123) It is also clear that while the Defendant Sophie J. Torres and her son, Plaintiff Jesse E. Torres III were in a period of strained relations caused by the proposed Trust, she would not have disavowed the contract with her son had it not been for the direct actions of her grandson, Defendant Jesse E. Torres IV.

124) It is clear that without the direct solicitation of, and the financial payments by Defendant Jesse E. Torres IV to the attorney Kathryn Wilson of Mackey & Foster, P.A., the Defendant Sophie J. Torres would not have been able to disavow her contract and prepare a new Will for the purpose of removing her son, Plaintiff Jesse E. Torres III from said Will.

125) It is also clear that the Defendant Sophie J. Torres was not simply an innocent bystander in this scheme. She had to have had a desire to breach the Contract with her son, simply because she wanted to, just as she had wanted to have, and did have, "*Coffee with Shirley*" rather than showing up at the mortgage closing with Wells Fargo.

126) It has been clearly documented and set forth herein that within twenty-four hours of the Plaintiff Jesse E. Torres III disavowing his son Defendant Jesse E. Torres IV, that the Defendant Jesse E. Torres IV did begin a campaign against his father, and for the sole purpose of punishing his father, by coercing his Grandmother Defendant Sophie J. Torres to disavow her Contract with her son, Plaintiff Jesse E. Torres III and create a new Will, one that he was and is paying for its preparation, and one that would eliminate his father, Plaintiff Jesse E. Torres III, thereby denying him of an amount set forth herein, as one-million-six-hundred-forty-thousand dollars (\$1,640,000).

CIVIL RICO MEMORANDUM

127) State courts have original jurisdiction to enforce the Civil RICO statute at 18 U.S.C. 1964. See Tafflin v. Levitt and Lou v. Belzberg, Rice v. Janovich and Village at Camelback v. Carr.

128) The Defendant Donald F. Torres and his now deceased son, James Kimberly Torres, as this Complaint clearly sets forth, have committed well over the required two (2) RICO "*predicate acts*" during any given 10-year period. See 18 U.S.C. 1961(5) .

129) These acts included but were not limited to predicate acts specifically named in 18 U.S.C. 1961; said named acts carried out by Defendant Donald F. Torres and his Son, James Kimberly Torres, included extortion, obstruction of a criminal investigation and criminal intimidation.

130) The Defendants Donald F. Torres and his son, James Kimberly Torres, did commit numerous acts as are clearly documented and set forth herein, that were chargeable under State law or Federal Law and punishable by imprisonment for more than one year. As such these violations are clearly considered RICO predicate acts. See 18 U.S.C. 1961(1)(A).

131) The Court should enforce the Plaintiff's RICO claims as Congress intended the RICO statutes to be liberally construed. See 84 Stat. 947, Sec. 904, Oct. 15, 1970.

132) Additionally, the Court should enforce the Plaintiff's Civil RICO claims as it was the clear intent of Congress that a stated objective of Civil RICO is to turn victims into prosecutors, "*private attorneys general*", dedicated to eliminating racketeering activity. See Rotella v. Wood.

133) Further as clearly set forth in Rotella v. Wood, the Civil RICO statutes, specifically have a further purpose of encouraging potential private plaintiffs to investigate diligently. The Plaintiffs in this case have clearly met this stated objective.

134) The Plaintiffs will be asking that the Court support its Prayer that they be awarded the Civil RICO authorized triple damages (3x) to be awarded if the Plaintiffs are successful. See 18 U.S.C. 1964(c).

COUNT I

Breach of Contract
(Defendant Sophie J. Torres)

135) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

136) Defendant Sophie J. Torres has breached the Contract as defined herein and :

- a) did sign over certain properties to her son for past and future monies and services, that she did and would receive, and
- b) did permanently and irrevocably transfer the property rights to those properties named in the Contract, and as they were defined therein as Grandma's House, Horse Property and Uncle Fred's House, and
- c) did breach her contractual obligations by creating a new Will and/or Trust, and
- d) did breach her contractual obligations by disavowing the permanent property rights already transferred to her son, and
- e) did on or about July 7, 2011, receive a notice of breach of contract, with a time-limited right to cure, and
- f) has not cured said breaches of contract.

137) The Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered severe damages as a result of the Defendant Sophie J. Torres' Breach of Contract.

COUNT II
Breach of Contract, Farm House
(Defendant Sophie J. Torres)

138) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

139) The Defendant Sophie J. Torres has a contractual fiduciary responsibility to do what is best to ensure that the properties are maintained and handled in a way that will protect their value. She has not done so, which is a separate and actionable breach of contract, as the Defendant:

- a) did specifically remove the Plaintiff Jesse E. Torres from his capacity as her agent, thereby deliberately stopping his completion of construction on said Farm House, and
- b) did not restart on her own, construction on the Farm House located at 345 Carriage Shop Road, and
- c) did fail to complete the construction on the Farm House located at 345 Carriage Shop Road., and

- d) did more likely than not cause \$100,000 in additional costs that will now be incurred solely by her actions, to complete the construction of the Farm House.

140) The Plaintiffs Jesse E. Torres III and Jennifer J. Adams have a contractual and equity interest in the herein referenced property, and the Defendant Sophie J. Torres' breach of contract causes them great loss.

COUNT III
Breach of Contract, Waquoit Home
(Defendant Sophie J. Torres)

141) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

142) The Defendant Sophie J. Torres has a contractual fiduciary responsibility to do what is best to ensure that the properties are maintained and handled in a way that will protect their value. She has not done so, which we assert is a separate and actionable breach of contract, as the Defendant:

- a) has not maintained the property known as the Waquoit Home located at 562 Waquoit Highway, East Falmouth, MA 02536 (Waquoit Home), and
- b) did specifically remove the Plaintiff Jesse E. Torres III from his capacity as her agent, thereby intentionally stopping him from performing the maintenance and repair of the Waquoit Home, and
- c) has failed to begin work on, and/or repair the roof which needs to be shingled immediately or there will more likely than not have leaks this winter, causing the roof to rot, and thereby causing the necessity of costly repairs, and
- d) has failed to begin work on, and/or repair the sill under the dining room, which is severely rotted and requires immediate replacement, and
- e) has by her actions placed said home in danger of legal action by the Reverse Mortgage Holder, as the Defendant Sophie J. Torres is contractually obligated to them, to keep said property in good repair.

143) The Plaintiffs Jesse E. Torres III and Jennifer J. Adams have a contractual and equity interest in the herein referenced property, and the Defendant Sophie J. Torres' breach of contract causes them great loss.

COUNT IV
Breach of Contract, Six Acres +/-
(Defendant Sophie J. Torres)

144) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

145) The Defendant Sophie J. Torres has a contractual fiduciary responsibility to do what is best to ensure that the properties are maintained and handled in a way that will protect their value. She has not done so, which is a separate and actionable breach of contract as the Defendant:

- a) has failed to mow the property containing Six Acres +/- located directly across the street of the Farm House located at 345 Carriage Shop Road, East Falmouth, MA 02536, and
- b) did specifically remove the Plaintiff Jesse E. Torres III from his capacity as her general agent, who did handle the mowing of the Six Acres +/-, and
- c) the property is now growing Locust Trees, as such the property will not be desirable for pasture land for a Horse Farm. This could cause the combined value of the Farm House and said property to be significantly reduced.

146) The Plaintiffs Jesse E. Torres III and Jennifer J. Adams have a contractual and equity interest in the herein referenced property, and the Defendant Sophie J. Torres' breach of contract causes them great loss.

COUNT V

Tortious Interference

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres)

147) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

148) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of Debtmerica, LLC, have engaged in acts that were undertaken to:

- a) intentionally damage the Plaintiff's contractual relationships, and
- b) did interfere with the Contract by and between Defendant Sophie J. Torres and Plaintiff Jesse E. Torres III and,
- c) did work against the Plaintiff's contractual relationship.

149) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants' Tortious Interference.

COUNT VI

Deliberate Interference

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres)

150) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

151) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of Debtmerica, LLC:

- a) did for the purpose of causing harm to the Plaintiffs, interfere with the Contract by and between Defendant Sophie J. Torres and the Plaintiff Jesse E. Torres III, and have done so deliberately and with malice, and for the sole and very purpose of causing harm to the Plaintiffs and
- b) did, and with premeditated, conscious and reckless disregard of the consequences of their acts, deliberately and with malice, and for the sole and very purpose of causing harm to the Plaintiffs, interfered with the Plaintiff Jesse E. Torres III's Contract and the benefits thereof.

152) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants' Deliberate Interference.

COUNT VII
Malicious Intent

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres)

153) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

154) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of Debtmerica, LLC:

- a) did conspire together, and have, without just cause or reason, committed numerous wrongful acts that have, did and will result in harm to the Plaintiffs and
- b) their actions can be taken in no other way than was their intent, to harm or do some evil purpose to the Plaintiffs.

155) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants' Malicious Intent.

COUNT VIII
Conspiracy to Commit Fraud

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres, Sophie J. Torres)

156) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

157) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of Debtmerica, LLC:

- a) did conspire together, and entered an agreement in order to take away by illegal acts,

the benefits of the Contract, and

b) further did so for the sole purpose of inflicting harm on the Plaintiff Jesse E. Torres III.

158) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants Conspiracy to Commit Fraud.

COUNT IX

Slander

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres)

159) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

160) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of Debtmerica, LLC:

a) did make numerous false statements that were intended to be, and were harmful to the reputation of Plaintiffs.

161) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants' Slander.

COUNT X

Defamation of Character

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres)

162) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

163) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of Debtmerica, LLC:

a) did make intentional false statements that harmed the Plaintiffs' reputation; decreased the respect, regard, and confidence in which the Plaintiffs were held; and did induce disparaging, hostile, or disagreeable opinions or feelings against the Plaintiffs.

164) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants Deformation of the Plaintiffs Character.

COUNT XI

Intentional Infliction of Emotional Distress

(Defendants Jesse E. Torres IV, Debtmerica, LLC, Donald F. Torres)

165) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

166) The Defendants Jesse E. Torres IV, Donald F. Torres and with the intermingled support of

Debtmerica, LLC (Defendants):

- a) it was the clear and premeditated intentions of the Defendants to inflict emotional distress, or knew or should have known that emotional distress was the likely result of their conduct, and
- b) their conduct was extreme and outrageous, beyond all possible bounds of decency, and utterly intolerable in a civilized community, and
- c) [that] the actions of the Defendants were the cause of the plaintiff's distress, and
- d) [that] the emotional distress suffered by the Plaintiffs was severe and of such a nature that no reasonable person could be expected to endure it.

167) Plaintiffs Jesse E. Torres III and Jennifer J. Adams have suffered damage as a result of the above named Defendants Intentional Infliction of Emotional Distress.

COUNT XII
CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 19 (Conspiracy)
(Defendants Donald F. Torres, Jesse E. Torres IV)

168) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

169) The Defendant Donald F. Torres with his now deceased son, James Kimberly Torres, and Defendant Jesse E. Torres IV, did on numerous occasions as clearly set forth above, conspire to violate numerous United States and State Laws in furtherance of the ongoing criminal activities, which was and is, in violation of United States Law 18 U.S.C. 19. They did so verbally and by telephone. These bad acts by the Defendants crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim we set forth they:

- a) did conspire to violate United States Law Title 18 U.S.C. 2422., to coerce the Defendant Sophie J. Torres to breach her contract with the Plaintiffs.
- b) did conspire to violate United States Law Title 18 U.S.C. 19, 373, for the Intentional Infliction of Emotional Harm on the Plaintiff Jesse E. Torres III.

COUNT XIII
CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 19 (Conspiracy)
(Defendant Donald F. Torres)

170) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

171) The Defendant Donald F. Torres with his now deceased son, James Kimberly Torres, did on numerous occasions as clearly set forth above, conspire to violate numerous United States and State Laws in furtherance of the ongoing criminal activities, which was and is, in violation of United States Law 18 U.S.C. 19. They did so verbally and by telephone. These bad acts by the Defendant crossed international borders and state lines, and were committed in

furtherance of their criminal activities, in this claim they:

- a) did conspire to violate United States Law Title 18 U.S.C. 41., to extort funds from the Plaintiff Jesse E. Torres III, and
- b) did conspire to violate United States Law Title 18 U.S.C. 2422., to coerce the Defendant Sophie J. Torres to breach her contract with the Plaintiffs.
- c) did conspire to violate M.G.L. 268, 13B., when they intimidated the Plaintiff Jesse E. Torres III, while he was a witness of the California DEA In an ongoing investigation of James Kimberly Torres.
- d) did conspire to violate United States Law Title 18 U.S.C. 19, 373, for the Intentional Infliction of Emotional Harm.

COUNT XIV
CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 41 (Extortion)
(Defendant Donald F. Torres)

172) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

173) The Defendant Donald F. Torres with his now deceased son, James Kimberly Torres, did on numerous occasions as clearly set forth above, conspire to violate United States Law Title 18 U.S.C. 41., and did so verbally and by telephone. These bad acts by the Defendant crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim, to extort funds from the Plaintiff Jesse E. Torres III.

COUNT XV
CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 2422 (Coercion)
(Defendants Donald F. Torres, Jesse E. Torres IV)

174) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

175) The Defendants Donald F. Torres and Jesse E. Torres IV did on numerous occasions as clearly set forth above, conspire to violate United States Law Title 18 U.S.C. 2442., and did so verbally and by telephone. These bad acts by the Defendants crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim, to cause the Defendant Sophie J. Torres to breach her contract with her son, Plaintiff Jesse E. Torres III thereby causing him grave harm.

COUNT XVI
VIOLATION of TITLE 18 U.S.C. 2422 (Coercion)
(Defendant Jesse E. Torres IV)

176) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

177) The Defendant Jesse E. Torres IV did on numerous occasions as clearly set forth above, violate United States Law Title 18 U.S.C. 2442., and did so verbally and by telephone. These bad acts by the Defendant crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim, to cause the Defendant Sophie J. Torres to breach her contract with her son, Plaintiff Jesse E. Torres III thereby causing him grave harm.

COUNT XVII

CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 19.373 (Intentional Infliction of Emotional Harm)

(Defendants Donald F. Torres, Jesse E. Torres IV)

178) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

179) The Defendant Donald F. Torres with his now deceased son, James Kimberly Torres, and Defendant Jesse E. Torres IV, did on numerous occasions as clearly set forth above, conspire to violate United States Law Title 18 U.S.C. 19.373., and did so verbally and by telephone. These bad acts by the Defendant crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim, to cause the Plaintiff Jesse E. Torres III the Intentional Infliction of Emotional Harm.

COUNT XVIII

CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 19.373 (Intentional Infliction of Emotional Harm)

(Defendant Donald F. Torres)

180) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

181) The Defendant Donald F. Torres with his now deceased son, James Kimberly Torres, did on numerous occasions as clearly set forth above, conspire to violate United States Law Title 18 U.S.C. 19.373., and did so verbally and by telephone. These bad acts by the Defendant crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim, to cause the Plaintiff Jesse E. Torres III the Intentional Infliction of Emotional Harm.

COUNT XIX

CONSPIRACY TO VIOLATE TITLE 18 U.S.C. 19.373 (Intentional Infliction of Emotional Harm)

(Defendant Jesse E. Torres IV)

182) The Plaintiffs reallege and reassert paragraphs 1 through 134 of this Complaint, which are incorporated herein by reference.

183) The Defendant Jesse E. Torres IV did on numerous occasions as clearly set forth above, violate United States Law Title 18 U.S.C. 19.373., and did so verbally and by telephone. These bad acts by the Defendant crossed international borders and state lines, and were committed in furtherance of their criminal activities, in this claim, to cause the Plaintiff Jesse E. Torres III the Intentional Infliction of Emotional Harm,

WHEREFORE, the Plaintiffs pray that this Court:

1. Enter a judgment against Defendant Sophie J. Torres as follows:

- a) adjudicate that the existing Will of the Defendant, dated April 24, 2009, be declared as the only true Will of the Defendant Sophie J. Torres, and
- b) adjudicate that the Defendant Sophie J. Torres did breach her contract with the Plaintiff Jesse E. Torres III, and
- c) award the amount of one-million-six-hundred-forty-thousand dollars. (\$1,640,000) as specified in the Contract to be due and as agreed in the Contract, and
- d) award interest, costs and fees to the Plaintiffs and
- e) award such other relief as this Court deems just and proper.

2. Enter a judgment against Defendant Jesse E. Torres IV as follows:

- a) award damages in an amount that this Court deems just and proper for all civil claims as contained herein, and
- b) award treble (3x) damages in an amount that this Court deems just and proper for all civil RICO claims as contained herein, and
- c) award damages in the same amount the Defendant's bad acts would have caused the Plaintiffs to lose, by his actions, concerning the Will of Defendant Sophie J. Torres, and that the amount be set at one-million-six-hundred-forty-thousand dollars. (\$1,640,000), and
- d) award treble (3x) the damages as stated above and is in accordance with the Civil RICO guidelines, and is clearly justified as set forth herein, and in the amount of four-million-nine-hundred-twenty-thousand dollars (\$4,920,000), and
- e) award punitive damages in an amount that this court deems just and proper for the bad acts of the Defendant as set forth herein,
- f) award interest, costs and fees to the Plaintiffs and
- g) award such other relief as this Court deems just and proper.

3. Enter a judgment against Defendant Debtmerica, LLC as follows:

- a) award damages in an amount that this Court deems just and proper for all civil claims as contained herein, and
- b) award treble (3x) damages in an amount that this Court deems just and proper for all civil RICO claims as contained herein, and

- c) award damages in the same amount the Defendant's bad acts would have caused the Plaintiffs to lose, by their actions, concerning the Will of Defendant Sophie J. Torres, and that the amount be set at one-million-six-hundred-forty-thousand dollars, and (\$1,640,000), and
- d) award treble (3x) the damages as stated above and in accordance with the Civil RICO guidelines, and is clearly justified as set forth herein, and in the amount of four-million-nine-hundred-twenty-thousand dollars (\$4,920,000), and
- e) award punitive damages in an amount that this court deems just and proper for the bad acts of the Defendant as set forth herein,
- f) award interest, costs and fees to the Plaintiffs and
- g) award such other relief as this Court deems just and proper.

4. Enter a judgment against Defendant Donald F. Torres as follows:

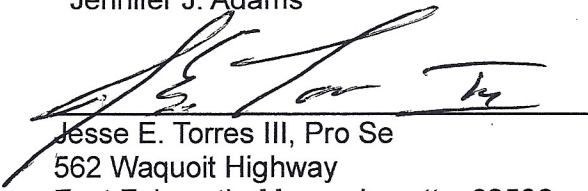
- a) award damages in an amount that this Court deems just and proper for all civil claims as contained herein, and
- b) award treble (3x) damages in an amount that this Court deems just and proper for all civil RICO claims as contained herein, and
- c) award damages for the loss of the Plaintiff's home caused by the direct actions by the Defendant and in the amount of four-hundred-seventy-thousand dollars (\$470,000), and
- d) award treble (3x) the damages as stated above and in accordance with the Civil RICO guidelines, and is clearly justified as set forth herein, and in the amount of one-million-four-hundred-ten-thousand dollars (\$1,410,000), and
- e) award damages for the Defendant's bad acts, which will more likely than not have shortened the life of Plaintiff Jesse E. Torres III, in the amount of ten-million-dollars (\$20,000,000), and
- f) award punitive damages in an amount that this court deems just and proper for the bad acts of the Defendant as set forth herein,
- g) award interest, costs and fees to the Plaintiffs and
- h) award such other relief as this Court deems just and proper.

5. Enter a judgment against the Defendants' jointly, individually or as this Court deems just and proper as follows:

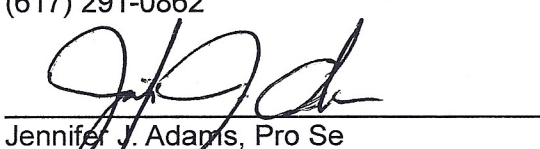
- a) award damages in an amount that this Court deems just and proper for all civil claims as contained herein, and

- b) award treble (3x) damages in an amount that this Court deems just and proper for all civil RICO claims as contained herein, and
- c) award damages for the loss of the Plaintiff's home caused by the direct actions by the Defendants and in the amount of four-hundred-seventy-thousand dollars (\$470,000), and
- d) award treble (3x) the damages as stated above and in accordance with the Civil RICO guidelines, and is clearly justified as set forth herein, and in the amount of one-million-four-hundred-ten-thousand dollars (\$1,410,000), and
- e) award damages for the Defendant's bad acts, which will more likely than not have shortened the life of Plaintiff Jesse E. Torres III, in the amount of ten-million-dollars (\$20,000,000), and
- f) award damages in the same amount the Defendant's bad acts would have caused the Plaintiffs to lose, by their actions, concerning the Will of Defendant Sophie J. Torres, and that the amount be set at one-million-six-hundred-forty-thousand dollars, and (\$1,640,000), and
- g) d) award treble (3x) the damages as stated above and in accordance with the Civil RICO guidelines, and is clearly justified as set forth herein, and in the amount of four-million-nine-hundred-twenty-thousand dollars (\$4,920,000), and
- h) award punitive damages in an amount that this court deems just and proper for the bad acts of the Defendant as set forth herein,
- i) award interest, costs and fees to the Plaintiffs and
- j) award such other relief as this Court deems just and proper.

By the Plaintiffs,
Jesse E. Torres III
Jennifer J. Adams



Jesse E. Torres III, Pro Se
562 Waquoit Highway
East Falmouth, Massachusetts, 02536
(617) 291-0862



Jennifer J. Adams, Pro Se
562 Waquoit Highway
East Falmouth, Massachusetts, 02536
(617) 840-7880

Dated: July 21, 2011

VERIFICATION ATTESTATIONS

Plaintiff Jesse E. Torres III:

I Jesse E. Torres III of Barnstable County, Massachusetts did personally prepare this complaint and I do herein swear, under the pains and penalties of perjury, that the facts contained herein, are true to the best of my personal knowledge.




Jesse E. Torres III

July 21, 2011
Date

Plaintiff Jennifer J. Adams:

I Jennifer J. Adams of Barnstable County, Massachusetts did review this complaint and I do herein swear, under the pains and penalties of perjury, that the facts contained herein, are true to the best of my personal knowledge.



Jennifer J. Adams

July 21, 2011
Date