

October 18, 2022
Via Email & Certified Mail

Joseph R. Powers
612 Northern Pine Ct.
Twin Falls, ID 83301
Powers269@gmail.com

I, Joseph R. Powers hereinafter referred to as Respondent, responding only to protect Respondent's rights and interests in reference to the purported notice to alter an existing lawful contract with Marge Puka Irrevocable Trust.

Twin Falls Estate Planning
David Taylor
710 Fillmore St., Suite 300B
Twin Falls, ID 83301
208-733-7200
David@TFEstatePlanning.com
Info@TFEstatePlanning.com

Charmelle Yvonne Puka
2908 Stadium Blvd.
Twin Falls, ID 83301

Diana Janette Golay
520 Nicholas
Jerome, ID 83338

Marjorie Ann Puka
2908 Stadium Blvd.
Twin Falls, ID 83301
208-735-1425
anna612belle@yahoo.com

To whom it may concern:

Your correspondence on the 14th of October 2022 (via USPS Mail) was so vague and ambiguous that Respondent cannot reasonably frame a detailed responsive answer.

In the fairness and interest of Respondent and all other Occupants of 612 Northern Pine Ct, **DEMAND IS hereby made for a MORE DEFINITE STATEMENT AND CLARIFICATION OF THE ISSUES** be provided to Respondent by David Taylor (Trust Protector), and/or Diana Janette Golay & Charmelle Yvonne Puka (Trustee), and/or Marjorie Ann Puka (Grantor), to better aid Respondent in the understanding of any and all alleged violation(s).

1. **Respondent DEMANDS THAT** the Grantor, Trust Protector, and/or Trustee provide to Respondent their **delegated authority, regulatory authority, and statutory authority for addressing Respondent in this matter.**
2. **Respondent DEMANDS** Grantor, Trust Protector, and/or Trustee provide to Respondent the **exact legal and lawfully promulgated provisions(s) of the declaration, citations of relevant sections of the Marge Puka Irrevocable Trust agreement, rules, statutes, et al.,** including but not limited to numeric and/or alphanumeric sections and subsections of such declaration and/or original contract terms that Respondent has purportedly violated.

You shall limit your communication to writing at the ABOVE address only. Respondent will accept only your written communication.

Be advised that Respondent is not requesting “verification” that you have a copy of Respondent’s original contract with Marge Puka Irrevocable Trust.

Respondent is DEMANDING a “validation” that is competent evidence and strict proof that the Grantor, Trust Protector, and Trustee **have a legal and lawful authority** to be corresponding with Respondent (regarding the active contract Respondent has with Marge Puka Irrevocable Trust - in relation to *Irrevocable Trust Section 10.20, 10.21, et al.*) and are truly acting within the scope of their **fiduciary relationship to the occupants** of 612 Northern Pine Court concerting this matter.

RESPONDENT'S SETTLEMENT OFFER IS TO HONOR ORIGINAL CONTRACT.

- To accept settlement offer of HONORING ORIGINAL CONTRACT, please notify Respondent within 72 hours of receiving this.
- To refuse the offer, please provide Respondent notice within 72 hours.
- If you do not respond within 72 hours, your silence stands as consent to, and [tacit](#) acceptance of, the factual declarations herein being established as fact as a matter of law to uphold the original contract between Respondent and Marge Puka Irrevocable Trust.

You should be aware that sending unsubstantiated **DEMANDS** for payment of monetary value through the United States Postal Service might constitute **MAIL FRAUD** under Title 18 USC 1341 and/or **THEFT** (extortion) under Idaho statute 18-2403. You may wish to consult with a competent legal advisor before your next communication with Respondent.

Thank you for your immediate attention to this matter.

PLEASE GOVERN YOURSELF ACCORDINGLY

Reserving ALL my Natural God-Given Unalienable Rights, Waiving None, Ever. May the will of our Heavenly Father, through the power and authority of the blood of his son, be done on Earth as it is in Heaven.

Pursuant to [28 USC § 1746\(1\)](#)

“...any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same, such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate,

verification, or statement, in writing of such person which is subscribed by him, as true under penalty of [perjury](#), and dated, in substantially the following form:”

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this the 18th day, of the 10th month, in the year of our Lord and Savior, two thousand twenty two.

A handwritten signature in black ink, appearing to read "Joe", written over a horizontal line.

Sincerely, _____
Joseph R. Powers (Respondent)
612 Northern Pine Ct.
Twin Falls, ID 83301
Powers269@gmail.com

BE ADVISED

TITLE 18 CHAPTER 26. EVIDENCE FALSIFIED OR CONCEALED AND WITNESSES INTIMIDATED OR BRIBED

TITLE 6 CHAPTER 3. FORCIBLE ENTRY AND UNLAWFUL DETAINER

H-6. TENANT & LANDLORD RIGHTS AND COMMON LANDLORD VIOLATIONS

BREACH OF CONTRACT

- (1) the existence of the contract
- (2) the breach of the contract
- (3) the breach caused damages
- (4) the amount of those damages

In law, a contract simply means a promise for a promise. Every contract, whether written in ink with the formalities of seals and witnesses -- or -- merely spoken in a private meeting between two persons, is an agreement in which promises are exchanged and executed. Contracts need not be in writing affixed with a wet signature to be enforceable.

TORTIOUS INTERFERENCE

- (1) The plaintiff was a party to an existing contract;
- (2) The defendant knew of the contract;
- (3) The defendant intentionally interfered with the contract, causing a breach;
- (4) The plaintiff was damaged as a proximate result of the defendant's interference; and
- (5) The nature and extent of damage, and the amount thereof.

If oppressive, fraudulent, malicious, or outrageous conduct is proven, plaintiff can be awarded punitive damages, in addition to compensatory damages.

6-1604. LIMITATION ON PUNITIVE DAMAGES.

No judgment for punitive damages shall exceed the greater of two hundred fifty thousand dollars (\$250,000) or an amount which is three (3) times the compensatory damages contained in such judgment.

EVICITION PROCESS IN IDAHO

- **WITH CAUSE.** Landlord needs court order to evict for not paying rent, violates lease, or seriously damages property.
- **WITHOUT CAUSE.** If the landlord wants a tenant with a fixed-term lease to move but does not have legal cause to evict the tenant, then the landlord will just have to wait until the lease has expired before expecting the tenant to move
- **REMOVAL OF TENANT.** The only way for a landlord to remove a tenant from a rental unit is by going to court and winning an eviction lawsuit against the tenant. Even after winning the eviction lawsuit, the landlord cannot personally evict the tenant. The eviction must be performed by a law enforcement officer with a "**court order**." If the landlord ever tries to force the tenant to move out of the rental unit, the tenant can sue the landlord for an illegal eviction.

1611 King James Version (KJV) Archaic Spelling

MATTHEW 18

15 Moreouer, if thy brother shall trespasse against thee, goe and tell him his fault betweene thee and him alone: if he shall heare thee, thou hast gained thy brother.

16 But if he will not heare thee, then take with thee one or two more, that in the mouth of two or three witnesses, euery word may be established.

17 And if hee shall neglect to heare them, tell it vnto the Church: But if he neglect to heare the Church, let him be vnto thee as an "**heathen**" man, and a Publicane.

18 Uerily I say vnto you, Whatsoever ye shall binde on earth, shall bee bound in heauen: and whatsoever yee shall loose on earth, shall bee loosed in heauen.

19 Againe I say vnto you, that if two of you shall agree on earth as touching any thing that they shall aske, it shall bee done for them of my father which is in heauen.

20 For where two or three are gathered together in my Name, there am I in the midst of them.

21 Then came Peter to him, and said, Lord, how oft shall my brother sinne against mee, and I forgiue him? till seuen times?

22 Iesus saith vnto him, I say not vnto thee, Untill seuen times: but, Untill seuentie times seuen.