

TIMELINE OF EVENTS (Redacted)

1 23Mar22

Grantor approaches plaintiff and verbally asks Plaintiff, Plaintiff's spouse, Plaintiff's six year old daughter, and Plaintiff's business to occupy trust property with the stipulation that Plaintiff would not pay anymore than Plaintiff was currently paying at the home Plaintiff was then paying the mortgage remaining balance of \$46,992.02 with a monthly payment of \$330.51 (P&I and tax reserve), plus insurance, maintenance/repairs, and utilities.

// Factual Background. Grantor cried on the shoulder of more than seven (7) people and tells story of Grantor and late-spouse spent the last 17 years of their lives together in the home ("Property") they built together. Late-spouse would feel betrayed that grantor sold the Property. Grantor does not want to sell property as grantor and late-spouse built Property from the ground up. Grantor's son in law reminded grantor why grantor moving; (to be closer to her Daughter), late-spouse would want that. The Property was being sold the next day to son in law's friend as a cash transaction for \$340,000.00. After much thinking, Trustee (also Beneficiary #1) asks Grantor, if Beneficiary #1 takes the house as the full 1/3 of Beneficiary #1's inheritance and let plaintiff (Grantor's grandson and Beneficiary #1's son) move in and plaintiff can pay grantor rent. Grantor had previously expressed on multiple occasions how important family is now that her late-husband passed (Apr 2021) and that grantor getting older (eighty plus years old) and is excited to have plaintiff (and especially Grantor's great grand-daughter) move to be closer to all the family. Grantor cried hard and loved the idea that grantor's Property would stay in the family and that more family would be living closer for grantor to spend more time with. Grantor and Trustee call Plaintiff later that night on the phone and offer's Plaintiff's family (and business) to relocate to Property with the compelling conditional offer that Plaintiff would not pay anymore than Plaintiff was currently paying for housing costs. Plaintiff responds that plaintiff would be honored to take care of grantor's special Property that grantor and late-husband spent the last 17 years of their lives together in and keep the Property in the family and for her to visit. Plaintiff conditionally accepted the offer (that night) hinging on plaintiff's desire to at least sleep on the idea (ideally 72 hours) before making a rash decision. The compelling factor that led plaintiff to accepting grantor and trustee's offer was the promise that plaintiff would not pay anymore than plaintiff was currently paying for total housing expenses. Plaintiff then had a remaining mortgage of approximately \$46,992.02, with monthly payments of \$330.51 (P&I and tax reserve), plus insurance, maintenance/repairs, and utilities.

2 27Mar22

Plaintiff accepts grantor's offer and relocates plaintiff's family and business to grantor's special property.

3 29Mar22

Text message from Trustee to Grantor, "keep that house in Grantor's name until Grantor pass, for capital gain tax purpose." "Starting April 1, Plaintiff will pay Grantor monthly payments for property taxes..." Trustee will also have Plaintiff pay monthly house insurance, until we [Grantors team] can get this all figured out."

4 30Mar22

Text message from Grantor to Trustee; "She [Beneficiary #2] just doesn't understand. She thinks everyone is benefiting here except her. I told her that no one is benefiting from anything. She thinks her opinion should have been asked about Plaintiff renting the house and everything else going on in my life. She asked me if I considered her feelings in doing this. I said no as it is just a rental. I just told her that this decision didn't involve her and if it did, I'd involve her in the talks."

5 01Apr22

Plaintiff signs written contract with the Trust with the Trustee, affixed with a wet ink signature.

Tortious Interference. Element 1 - Plaintiff was a party to an existing contract

6 02Apr22

Grantor accepts \$1,000 cash from plaintiff (fulfilling plaintiff's portion of the contract) for approximately six (6) months property tax and house insurance.

7 ??? DATE ??? (Probably around this date)

Accountant text to Beneficiary #2; "Grantor requested that Plaintiff stay in the house so they could keep it in the estate, and he left Jerome in order to accommodate her. (he is paying more in property taxes and utilities than he paid for his house payment etc in Jerome, and he did it at Grantor's request. Also, he is making sure the property stays well repaired - So that it keeps its value). It was mentioned today that perhaps Beneficiary #3 or Beneficiary #2's kids could've done this too. But Plaintiff was the one that Grantor requested at the time. So it's a done deal and there's nothing to be said more about that.

8 03May22

Trust Protector amends trust instrument to reflect grantor's desire; "In accordance with Section 5.03: Distribution of the Share for Beneficiary #1, the Trustee shall distribute from the remaining Trust Property the real property commonly known as [.. Idaho address]. Specifically, this distribution shall be attributed to her equal distribution, Beneficiary #1 shall not receive this property in addition to her share of the remaining trust property. The value of the property shall be an agreed amount by all beneficiaries. In the event an amount cannot be agreed upon, at the expense of the Trust, a professional appraiser shall determine the value of the property.

Contest Provision - If, after receiving a copy of this Contest Provision, any person, in any manner, directly or indirectly, attempts to contest or oppose the validity of this amendment (including any amendment to this amendment), or commences, continues, or prosecutes any legal proceeding to set this amendment aside, then such person shall forfeit his or her share, cease to have any right or interest in the property, and shall, for purpose of this amendment be deemed to have predeceased the Grantor without surviving descendants.

Effective Date - The provisions of this amendment are effective as of the original date of the Trust. (25Aug21)

9 7Aug22 What happened between August 7 and 23?
Text message from Trustee to Grantor, "Plaintiff paid me thru Venmo for your rent. So I owe you cash."
Text message from Grantor to Trustee, "Okee dokee. more to put in the safe!"

10 23Aug22
Text message from Grantor to Trustee; "I am just going to let everything stay as is. You have done such a great job with this estate. No one could have did it but you. I don't want continued fighting among our family."

11 24Aug22
Text from Beneficiary #2 to Accountant; "Grantor says Grantor is leaving the home for Plaintiff to live in rent free." "Grantor feels Grantor would lose too much money by selling it."

12 24Aug22
Invoice from Accountant to Grantor (\$1,720.00); "In short, doing everything possible to quickly mediate and find solutions to these family disputes: Grantor's concern that Beneficiary #2 is not shown as a beneficiary of the trust's income and distributions during Grantor's lifetime, and Beneficiary #2, Beneficiary #3, and Grantor's concern/question about rent on the Property.
Issues finally resolved after meeting and discussing these things with Grantor, Trustee, Trustee's Spouse, & Beneficiary #3.

13 24Aug22
Grantor pays Accountant with a check with a MEMO saying "thanks [Accountant'sName]"

14 ??? DATE ??? (Probably around this date) What happened between August 24 and 25?

Text from Beneficiary #3 to Third-Party.

Beneficiary #3 want what is best for Grantor, Grantor wants things in the trust to change.

Everybody saying and putting the blame on Beneficiary #2 for Grantor's decisions and that's not true.

Grantor's own estate planner [Trust Protector] turning on her and running to Trustee every time Grantor goes in to get a document.

Trust Protector not doing what Grantor wants.

The Trustee of Grantor's estate which is [Trustee's Name] has it set up that Plaintiff lives in Grantor's house for free until Grantor passes.

Grantor thought Plaintiff would be paying rent.

Grantor didn't understand that rent meant \$1500 a year!

The rent for that home is \$2500 a month which Grantor is losing out on.

My dad would totally flip out if he knew a grandchild was living in his house for free!

Yes at the time Grantor was upset and sad leaving her house that Grantor's spouse built.

Trustee had made a rash decision to keep the house in the family and let her son [Plaintiff] move in.

I think when Grantor moved out Plaintiff moved in a couple days later.

If Trustee had Grantor's best interest the house could have sat for a couple months until Grantor decided what Grantor wanted to do with the house.

I feel Trustee was only looking out for her best interest and Plaintiff's best interest not Grantor's.

Grantor was still grieving over the loss of Grantor's spouse and was not in her right mind.

Beneficiary #1 stood in honor to deliver exactly what Grantor originally wished and Beneficiary #1 aimed to hold Grantor accountable for her words and actions.

No knowledge

No knowledge

Deny.

Plaintiff paid more to occupy trust property than Plaintiff paid to occupy Jerome property.

Former Trustee did not get the opportunity to finalize Grantor's original wish before Grantor initiated lawsuit.

Defendants could have recieved up to \$6,000 per year in rent (\$180,000 in 30 years). Minus all cost and risk to keep property in trust.

\$30,000 per year. \$900,000 in 30 years.

Plaintiff paid several thousands of dollars and dozens of hours to occupy trust property. Tax, insurance, gas, electric, water, upkeep labor, HOA fees,

Admit.

Deny.

Admit.

Deny.

Deny.

Grantor's spouse passed over one year prior to accusation.

Trustee ran into Grantor's estate planner [Trust Protector] and telling him Beneficiary #2 and Beneficiary #3 are both greedy and hungry for my Grantor's money.

Without knowledge.

We both just wanted compensated monthly.

Since Trustee is gifting Plaintiff getting to live in Grantor's house which is \$2500 a month, Beneficiary #2 and Beneficiary #3 both wanted to be compensated, not \$2500 a month but \$2000 a month.

That's more than fair and we are called greedy!

I argued with Trustee's Spouse on the phone telling him how his Trustee made such a rash decision. Trustee's Spouse should just flat out by the house for Plaintiff himself.

Trustee's spouse told me [Beneficiary #3] that that is Trustee's spouse's money and a mistake was made and Beneficiary #3 need to deal with it.

15 25Aug22

Grantor harasses and extort (theft) Trustee and Trustee's spouse for \$2,000 per month to give to Beneficiary #2 and Beneficiary #3 for \$2,000 per month for a total of \$4,000 per month out of Trustee Spouse's personal bank account.

16 01Sep22

Letter from Trust Protector to all three beneficiaries; "I'd like to clarify the plan and reasoning for this [contract that grantor originated and offered to Plaintiff]. Grantor came to me a few months ago and said that Grantor would like to keep the home that Grantor and Grantor's spouse built in the family. We created a plan for Plaintiff to occupy the home until Grantor passes away. Plaintiff is responsible for paying the taxes, insurance, and maintenance on the home while he occupies the home. Upon Grantor's death, the value of the home will be calculated (either as agreed or by a professional), transferred to Beneficiary #1, and then subtracted from Beneficiary #1's share of the inheritance. When Grantor approached me with this idea, I had no concerns about unfairness. I will oversee the affairs of the Trust to ensure everything is administered according to Grantor's wishes. I want to ensure that Grantor and Grantor's late spouse wishes are carried out."

Tortious Interference. Element 2 - Defendant knew of the contract

Section 2.11 Provisions for Trust Protector - The function of the Trust Protector is to direct Grantor's Trustee in matters concerning the trust, and to assist, if needed, in achieving Grantor's objectives as manifested by the other provisions of Grantor's estate plan.

17 09Sep22

Plaintiff closes on previous house with reliance on the Grantor's contract to occupy property under the conditions offered.

Tortious Interference. Element 4 - Plaintiff was damaged as a proximate result of the defendant's interference

18 13Sep22

Trust Protector email to Trustee, "I told her [Grantor] that anyone [Beneficiary #2 and Beneficiary #3] who is asking for an inheritance while Grantor is living is a predator and I'm going to protect Grantor's assets from said predator(s). Grantor is looking over a response letter I drafted about a week ago."

predator define - a person, group, or business that exploits, victimizes, or preys on others. Corporate predators who go after smaller rivals. an overbearing, greedy or selfish person

19 30Oct22

Trust Protector email to Trustee, "Once I told Grantor I don't trust Beneficiary #3 our relationship drastically changed." "I'm so sorry this isn't getting resolved. I'm open to anything that will help bring the family back together."

20 11Oct22

Grantor cancels trust house insurance policy.

21 13Oct22

Trust Protector removes Trustee and adds Beneficiary #2 and Beneficiary #3 as Successor Trustee.

22 14Oct22 - Joseph receives letter on 17Oct22

Trust Protector sends demand letter to Plaintiff (via USPS - possible felony Mail Fraud)

Tortious Interference. Element 3 - Defendant intentionally interfered with the contract, causing a breach

"the arrangement [contract] made by Grantor, Trustee, and Trust Protector in April for Plaintiff's living situation is no longer a feasible option."

As such Trust Protect hereby demand that Plaintiff vacate the premise within thirty (30) days or sign a 6-month lease agreement.

Deposit of \$1,000 then \$1,500 per month.

Approximate housing cost increase of between 353.844% and 656.407%. (more or less)

23 15Oct22 (Saturday) - Plaintiff had no knowledge (on this date) of the demand letter coming from Grantor's legal team.

Plaintiff and Beneficiary #2's phone recording.

Beneficiary #2: Grantor just did not know she was not getting rent.

Deny.
Admit.

Beneficiary #2: She knew she wouldn't get full rent.

Beneficiary #2: There's not going to be any compromise with Grantor's trust.

Plaintiff: Can we meet face-to-face and have a heart-to-heart?

Beneficiary #2: Grantor doesn't want anyone living in the house rent-free.

Beneficiary #2: Grantor's decision was made and Grantor doesn't want to talk about the trust or anything at this time.

Beneficiary #2: If that's what this phone call is all about, Grantor's decision on Grantor's trust.

Beneficiary #2: Grantor doesn't want to talk about it. Grantor made Grantor's decision. Everything's been signed. And Grantor is done.

Beneficiary #2: The only time Grantor & Beneficiary #2 talked to Accountant was when we went to see what we could do with the house.

Beneficiary #2: It's all Grantor, it's not Beneficiary #2 or Beneficiary #3.

Beneficiary #2: We did not change the body of the trust because it's irrevocable.

24 18Oct22

Trust Protector emails Former Trustee, "Trust Protector spoke with Grantor and Grantor would rather Plaintiff either pay rent or move out. I know this is a complete 180 from when we all met in April." "I didn't find anything wrong with your actions as Trustee." "I believe your request is reasonable, and I will encourage Grantor to accept that. I believe we have a few minor details to sort out, but I did try to convey to Grantor that evicting Plaintiff isn't exactly fair to Plaintiff because Plaintiff sold Plaintiff's house in reliance of the living arrangement [contract]."

25 18Oct22

Plaintiff send Demand Verification letter to Trust Protector, Successor Trustee, & Grantor.

Exhibit

No response from Successor Trustee #1, Successor Trustee #2, or Grantor.

Demand letter sum and substance.

MORE DEFINITE STATEMENT AND CLARIFICATION OF THE ISSUES to better aid Respondent in the understanding of any and all alleged violation(s)

Provide to Respondent their delegated authority, regulatory authority, and statutory authority for addressing Respondent in this matter

Exact legal and lawfully promulgated provisions(s) of the declaration, citations of relevant sections of the 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.

A "validation" that is competent evidence and strict proof that the Grantor's team have a legal and lawful authority to be corresponding with Respondent (regarding the active contract Respondent has with 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 Property concerning this matter.

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.

26 19Oct22

Trust Protector replies: "I no longer represent Grantor, Successor Trustee #1, or Successor Trustee #2 in the Trust's claim against Plaintiff."

Exhibit

No response from Successor Trustee #1, Successor Trustee #2, or Grantor.

27 24Oct22

Successor Trustee #2 Text to Plaintiff, "In the contract Plaintiff and Former Trustee signed, Plaintiff is the one responsible for the cost.

28 26Oct22

Plaintiff text Successor Trustee's; "What's the best way to send you [Trust] money? PayPal, venmo, Zelle, etc? (Invoice automatically created) Or is it best if I pop by real quick with a check or cash? (Written invoice needed)

Successor Trustee #2 text to Plaintiff; "You can ask our attorney, would you like her name? [--]"

Plaintiff responds: "yes please"

Successor Trustee #2: When the lease is signed you can take it into Trust Protector and ask Trust Protector how to pay rent.

29 27Oct22

Plaintiff text to Successor Trustee's and Grantor; "Not quite sure I understand the position you're taking or the direction we're heading. By not responding to my [Demand Verification] letter, you agreed to honor the original contract we have with the trust. Trust Protector responded to my letter within 24 hours and withdrew from the claim. Are you now saying that you now wish to move forward with breaching the contract Plaintiff has with the trust?"

Successor Trustee #1 text to Plaintiff; "Hi Plaintiff, Trust Protector's letter stated the conditions. I believe Former Trustee will be getting another letter.

Plaintiff text to Successor Trustee's and Grantor; "Trust Protector's letter to Plaintiff demanded a breach of contract plus unsubstantiated demands for money thru the US Mail. What am I missing? Your first communications with me were from a lawyer demanding a unilateral alteration of an existing contract (without a meeting of the minds). Then Successor Trustee's and Grantor tacitly agree to honor the original contract by not responding to my demand verification letter." "Can you please clarify? Are you honoring the original contract I have with the Trust? Or. Are you intending to breach and/or interfere with the contract?"

Trustee #1 to Plaintiff; "No, Grantor is not honoring the contract signed by Plaintiff and Former Trustee."

Plaintiff text to Successor Trustee's and Grantor; "You mean the contract signed by the Former Trustee with the power authorized by the Grantor?"

No further response.

30 27Oct22

Lawyer #2's Demand Letter - Only sent to Former Trustee (Plaintiff did not receive this letter)

Exhibit

Second reference is made to the purported lease agreement/life estate you entered into on behalf of the Trust with your son Plaintiff. Such agreement permits Plaintiff to essentially live in a home owned by the Trust rent free for the rest of Grantor's life. This was done without Grantor's knowledge or consent. While Grantor did agree that Plaintiff could live in the home, Grantor anticipated that Plaintiff would be paying rent for Plaintiff's use of the property. In fact, at one point, I understand that you found an investor that would purchase the house from Grantor, with Plaintiff paying rent (and you covering any shortfalls that Plaintiff could not afford). When that fell through, I understand that you and your husband were going to buy the home with Plaintiff paying rent. However, when both of these matters fell through, it was set up so that Plaintiff would pay rent to Grantor. Despite this, you elected to unilaterally permit Plaintiff to live in the house for the foreseeable future entirely rent free (despite all initial dealings contemplating rent).

Given that Plaintiff is your son, this appears to be impermissible self-dealing and is certainly a breach of fiduciary duties to the Trust. This is undoubtedly not how a reasonably person would deal "with a property of another." See Idaho code 15-7-302. Given the foregoing, demand is hereby made that you arrange for Plaintiff to vacate the property or to arrange for the Trust to receive monthly rent in the amount of \$2,000,000. If Plaintiff is unwilling or unable to pay this amount and refuses to vacate the property, Grantor expects that you, as the party that wrongfully entered into this agreement, to pay this fair market value.

31 28Oct22

Plaintiff sends Demand Verification letter to Lawyer #2, Successor Trustee's, & Grantor.

Exhibit

No response from Successor Trustee's, Grantor, or Lawyer #2.

Demand letter sum and substance.

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32 28Oct22

Plaintiff deposits check with Trust at Trust Bank to honor original contract with MEMO section of check stating intention of check to pay Trust for six (6) months of tax and insurance to honor original contract Plaintiff has with Trust.

33 28Oct22

Successor Trustee #2 text to Plaintiff; "I have the check you took to Trust Bank earlier. Before taking any checks to Trust Banks let me know what you are doing. I have the check and it did not get cashed. What was it for? I will be giving the check to our attorney Lawyer #2 and she will be holding onto it."

Plaintiff text to Successor Trustee #2; "Until contract is invalidated (by court order), I'll stand in honor. You refused to tell me how to pay on time."

34 31Oct22

Plaintiff sends six settlement offers (with one offer to honor the original contract) and Successor Trustee's and Grantor's reject all six offer and counter for an unconscionable offer breaching the original contractual agreement.

35 28Nov22

Grantor randomly (and without invitation or notice) knocks on Plaintiff's door to give Plaintiff's daughter a birthday present (on Plaintiff's daughter birthday) and Grantor did not want to talk about Grantor's lawsuit against Plaintiff. Plaintiff's dad was present and Plaintiff's dad offered \$250,000.00 to buy home to end family dispute because Grantor is Plaintiff's dad's daughter's (Plaintiff's sister) favorite grandma who shared a special bond since her birth on 04Apr87 --- Plaintiff's dad wanted to purchase special grandma and daughter "time" before Plaintiff's dad's daughter (Plaintiff's sister) passed away from a rare genetic condition (myotonic dystrophy type 2) affecting the family. Grantor said that Grantor did not want to see Plaintiff's dad's daughter until after the dispute is resolved (through courts & lawyers). Plaintiff's dad's informed Grantor that if Grantor wanted to wait to see Plaintiff's dad's daughter (Plaintiff's sister) until after dispute was formally resolved then the Grantor would not get to see Plaintiff's dad's daughter alive again (because she was on her deathbed from genetic condition for myotonic dystrophy type 2). Plaintiff tentatively agreed to Grantor's "quasi-verbal-offer" under duress. Grantor leaves Plaintiff's home and allegedly goes straight over to Lawyer #2's office to fire her and then go straight to makes amends and see Plaintiff's dad's daughter (Plaintiff's sister) before she passes away.

36 07Dec22

Plaintiff's dad's daughter (Plaintiff's sister) passes away.

37 11Dec22

Grantor randomly (and without invitation or notice) knocks on Plaintiff's door and coerces Plaintiff into signing a contract -- (under duress) while he's grieving the very recent loss of Plaintiff's sister (four (4) days prior) -- an agreement to purchase home for \$250,000.00 that Lawyer #2 drafted.

38 15Dec22

Plaintiff purchases Property under duress. And because Plaintiff's dad's money was available. But. What would Plaintiff have done if Plaintiff did not have access to dad's money or money from the bank because Plaintiff's business is less than 5 years old earning much less than what's required to qualify to purchase Grantor home.

Plaintiff pays \$71,000.00 down cash.

Plaintiff accepts private loan offer from Plaintiff's dad for \$181,000.00

Plaintiff pays \$5,000 cash to Plaintiff's dad to pay for his lost CD interest.

New Mortgage \$181,000.00

Lost profits \$71,331.45

Tax (30y increase) \$51,067.80

Insurance (30y increase) \$1,260.00

HOA Fees (30y increase) \$4,500.00

Total Mortgage 285.172% increase

Tax 189.14% increase

Damage calculations are approximate.

Original Mortgage \$46,992.02

New Mortgage \$181,000.00

Difference \$134,007.98

Original Total Pay Off \$87,663.69

New Total Pay Off \$292,597.52

Difference \$204,933.83

Original 30y Tax \$27,000.00

New 30y Tax \$78,067.80

Difference \$51,067.80

39 25Feb23

Successor Trustee #2 emails (harasses) Plaintiff - Grantor is worried about Former Trustee's mental health.

Former Trustee Text Plaintiff - God orders no revenge on sin/evil (towards God's people).

40 27Jun23

[Darrow v. White](#) - Supreme court rules on question of whether or not court authorization is required by statutory law, even if the terms of the trust decide to ignore a potential statutory requirement. This ruling destroys all defendants potential claims.

41 28Jul23

NOTICE OF INTENTION TO FILE SUIT

42 5Oct23

No response from any party.