

December 18, 2023

Sent US mail and email powers269@gmail.com and d19p66@gmail.com

Denise Powers
636 Sun Terrace Drive
Twin Falls, ID 83301

Joseph Powers
612 Northern Pine Ct.
Twin Falls, ID 83301

Re: Powers v. Puka Blog and Podcast

Dear Ms. Powers and Mr. Powers,

Our firm has been engaged to represent Marge Puka (“Marge”), Janette Golay (“Janette”), and Charmelle Puka (“Charmelle” together with Marge and Janette my “Clients”). Reference is made to that certain Settlement and Agreement of Interested Parties pursuant to the Idaho Trust and Estate Dispute Resolution Act dated December 12, 2022 (the “TEDRA Agreement”), which TEDRA Agreement was filed with, and approved by, the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, in case number CV42-22-4554 (the “Approval Action”).

I understand that since the parties entered into the TEDRA Agreement and the Court’s approval thereof in the Approval Action, Joseph Powers (“Joseph”) and Denise Powers (“Denise” and together with Joseph, “Powers”) have started a blog with posts titled Powers v. Puka located on Joseph’s website (the “Blog”), as well as starting a video series/podcast located on YouTube (the “Podcase”). Both the Blog and the Podcase detail at length Powers’ strategy to reverse the TEDRA Agreement and the Court’s approval thereof. Unfortunately, both the Blog and Podcast have taken a turn from discussing various court strategies to discussing strategies for an ongoing series of continued harassment and disparagement of my Clients.

The purpose of this correspondence is threefold: (1) to demand that all further correspondence with my Clients (or their immediate families, as applicable) be directed toward me and that Powers make no further direct contact with my Clients (or their immediate family members); (2) to demand that Powers immediately cease and desist from making defamatory statements about any of my Clients; and (3) to apprise you of my Clients’ intent to defend the TEDRA Agreement and the Court’s approval thereof in the Approval Action.

As indicated above, please direct all further correspondence directly to me or my office and cease all contact with my Clients and/or their immediate family members. If you continue to contact my Clients in violation of this request, please be advised that my Clients intend to seek a Civil Protection Order pursuant to Idaho Code § 18-7907.

In addition to the foregoing, it has come to my attention that you have made false and disparaging comments regarding my Clients. These comments were made both on the Blog and Podcast. These comments include, but are not limited to, false claims that people in the medical profession in Twin Falls do not like Janette (who is a registered nurse) and do not like working with her. The Podcast also contains short audio statements from phone calls with my Clients that seem to have been edited, altered, or otherwise presented in a way that may not accurately reflect the entire conversation that was had. The comments appear to have been made for the specific purpose of damaging my Clients' character and/or reputation and business. Such conduct is both wrongful and actionable. Demand is hereby made that you cease and desist all such conduct. If such continues, my clients will seek damages for defamation of character.

Finally, as you are aware, Powers entered into the TEDRA Agreement with my Clients on December 12, 2022. The TEDRA Agreement dissolved the Marge Puka Irrevocable Trust dated August 25, 2021 and the Puka Private Annuity Trust dated July 10, 2006. The TEDRA Agreement was approved by the Court on December 23, 2022. Despite the fact that Powers now contests the TEDRA Agreement, the basic terms of such agreement were originally proposed by Powers and were fair and equitable to Powers. Powers' decision to not have an attorney was just that – Powers' decision. Denise originally had an attorney but chose not to continue with one. That was her decision and was not binding on my Clients.

Reference is made to an email I received from Denise on December 16, 2023 alleging that the TEDRA Agreement should be dissolved. In such email, Denise alleges that Marge did not have the right to dissolve the trust at issue. However, Marge did not dissolve the trust at issue, the Trustees, together with each beneficiary *and* Marge dissolved it. In other words, the requirements were met. Second, any advice I gave to Marge and/or her representatives are privileged and will not be discussed in this letter. Third, I did not initiate the termination of the trust at issue. In fact, as I understand it, it was Powers – specifically, Denise and her husband. I prepared the TEDRA Agreement in conformity with the terms proposed by Denise – not anyone else. Further, informed consent was provided, as each beneficiary was a party to the TEDRA Agreement, was given the opportunity to have the TEDRA Agreement reviewed by an attorney (and in fact, Denise *did* have an attorney and chose not to use her services to review the TEDRA Agreement). Rest assured that any actions taken by myself – on behalf of my client – were undertaken with care, attention to the law, and attention to fairness.

Given the foregoing, I am confident that my Clients will prevail in any action seeking to overturn the TEDRA Agreement and /or the Approval Action. As such, should you persist in seeking the reversal of the same, please be advised that my Clients will vigorously defend the same. In addition, my Clients will further seek a recovery of all their costs and attorney's fees pursuant to the TEDRA Agreement and Idaho law, including without limitation, Idaho Code §§12-120, 12-121, and 15-8208.

My Clients remain cautiously optimistic that this letter may calm the hostilities among the family members, but be advised if it continues, my Clients are prepared to take any and all legal action to defend against such continued hostilities.

Sincerely,

/s/ Brooke B. Redmond

Brooke B. Redmond