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Attorneys for Petitioner

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF

IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

MAGISTRATE DIVISION

In the Matter of THE PUKA PRIVATE
ANNUITY TRUST dated July 10, 2006, an
Idaho Trust and THE MARGE PUKA
IRREVOCABLE TRUST dated August 25,
2021, and Idaho Trust.

Case No. _____

**PETITION TO APPROVE THE
SETTLEMENT AGREEMENT OF
INTERESTED PARTIES PURSUANT
TO THE IDAHO TRUST AND
ESTATE DISPUTE RESOLUTION
ACT**

COME NOW Petitioner Marjorie A. Puka, aka, Marge Puka (“Petitioner”), by and
through her attorney Brooke B. Redmond of Wright Brothers Law Office, PLLC, and, pursuant
to Idaho Code §§ 15-8-302, 15-8-303 and 15-8-304, submits this *Petition to Approve The*

**PETITION TO APPROVE THE SETTLEMENT AGREEMENT OF INTERESTED
PARTIES PURSUANT TO THE IDAHO TRUST AND ESTATE DISPUTE
RESOLUTION ACT – 1**

Settlement Agreement of Interested Parties Pursuant to the Idaho Trust and Estate Dispute Resolution Act. Filed herewith, and attached as Exhibit A, is a fully executed Settlement Agreement.

DATED December 20, 2022.

WRIGHT BROTHERS LAW OFFICE, PLLC

By: /s/ Brooke B. Redmond
Brooke B. Redmond
Attorneys for Petitioner

CERTIFICATE OF SERVICE

Brooke B. Redmond, a resident attorney of the State of Idaho, hereby certifies that on December 20, 2022, he caused a true and correct copy of the within and foregoing document to be served upon the following:

Charmelle Y. Puka
chamellepuka@hotmail.com

Denise Powers
D19p66@gmail.com

D. Jannette Golay
Jkholay4@gmail.com

Joseph Powers
Powers269@gmail.com

 /s/ Brooke B. Redmond
Brooke B. Redmond

Exhibit A

**SETTLEMENT AND AGREEMENT OF INTERESTED PARTIES PURSUANT TO THE IDAHO TRUST AND
ESTATE DISPUTE RESOLUTION ACT**

This Settlement Agreement (the “Agreement”) is entered into by and among the Marge Puka Irrevocable Trust dated August 25, 2021 (the “Trust”), The Puka Private Annuity Trust dated July 10, 2006 (the “Annuity Trust” together with the Trust the “Trusts”), Marjorie A. Puka (“Marge”), an individual, Charmelle Y. Puka (“Charmelle”), an individual, D. Janette Golay (“Janette” together with Charmelle the “Trustees”), an individual, Denise Powers (“Denise”), an individual, and Joseph Powers, an individual (“Joe” and together with the Trusts, the Trustees, Denise, and Marge the “Parties” and each, a “Party”).

WHEREAS, Marge and Thomas Vincent Puka (“Thomas”), husband and wife, created the Annuity Trust on or about July 10, 2006;

WHEREAS, Thomas died on or about April 2, 2021;

WHEREAS, Denise is the current Trustee of the Annuity Trust;

WHEREAS, the sole current lifetime beneficiary of the Annuity Trust is Marge and the vested remainder beneficiaries are Charmelle, Janette, and Denise, each to receive one-third of the Annuity Trust’s assets upon Marge’s death;

WHEREAS, Marge created the Marge Irrevocable Trust dated August 25, 2021;

WHEREAS; the Trust was amended on or about May 3, 2022 and then amended a second time on or about October 13, 2022;

WHEREAS; the Co-Trustees of the Trust are the Trustees;

WHEREAS; the current beneficiaries of the Trust are Janette and Charmelle;

WHEREAS; the vested beneficiaries of the Trust are Charmelle and Janette; and

WHEREAS, the Parties desire to terminate and dissolve each of the Trusts.

NOW THEREFORE, for value received and in consideration of the mutual promises and covenants contained herein, the Parties hereby stipulate and agree as follows:

1. Binding Agreement and Filing. This Agreement shall constitute a binding and conclusive written agreement within the meaning of Idaho Code § 15-8-302. Upon final execution of this Agreement, this Agreement shall be filed with the Court and deemed approved pursuant to Idaho Code § 15-8-303. Additionally, each Party waives further notice of such filing.

2. Stipulated Distribution of the Trusts’ Assets. The Parties stipulate and agree that the Trusts’ assets shall be distributed as follows: the Trust’s real property commonly known as 612 Northern Pine, Twin Falls, ID and more particularly described in Exhibit A, shall be sold to Joe

for \$250,000.00. All sale expenses, realtor fees, and closing costs shall be the responsibility of Joe and Denise. The proceeds of the sale shall be held in the Trust and distributed to Marge once the Trust is dissolved.

2.1. Dissolving the Trusts. The parties hereby agree that the Trustees of the Trust and Denise as the Trustee of the Annuity Trust, shall distribute all remaining assets of the Trusts to Marge, outright, free of trust, after which both Trusts should be dissolved.

3. Compromise of Disputed Claims; Representation.

3.1. The Parties acknowledge and agree that this Agreement is the compromise of disputed claims, and that this Agreement is not to be construed as an admission of liability on the part of any of the Parties, and that the Parties deny liability therefore and that this Agreement is intended merely to avoid litigation.

3.2. The Parties acknowledge that Marge has been represented by Wright Brothers Law Office, PLLC in the preparation of this Agreement, and that each of the Parties has been encouraged to obtain independent legal representation of his or her own choosing in reviewing this Agreement. The parties further acknowledge and state that the legal effect of this Agreement has been explained to them and that they understand the terms, provisions, and legal effect of this Agreement.

4. Authorization; Execution. Each Party represents and warrants that it has all necessary power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and that this Agreement has been duly executed by such Party and constitutes the legal, valid, and binding obligation of such Party and is enforceable against such Party in accordance with its terms. Further, each person signing on behalf of a Party represents and warrants that such person has all necessary legal authority (whether by resolution, consent, vote, power of attorney, or otherwise) to sign the same on behalf of such Party.

5. Entire Agreement; Governing Law; etc. Each of the Parties represents that it has not assigned or transferred any of its rights, claims, or demands of whatsoever kind against the other Party to any other person or entity. Each of the Parties further declares and represents that no promise, inducement, or agreement not herein expressed has been made to such Party, that this Agreement contains the entire agreement between the Parties hereto, that this Agreement may not be amended or otherwise modified in any form without a written amendment signed by each of the Parties hereto, that each of the Parties has freely and voluntarily entered into this Agreement, and that the terms of this Agreement are contractual and not a mere recital. This Agreement may be executed in any number of counterparts which together shall constitute one instrument, and may be executed by facsimile or electronic signature, each of which shall be deemed an original. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of Idaho. Venue for any proceeding brought to enforce the provisions of this Agreement shall be in Twin Falls County, Idaho.

6. Attorney Fees. Each Party shall bear its own attorney fees and costs incurred to date; *provided, however,* should any dispute arise concerning the meaning or interpretation of this

Agreement, or any action initiated to enforce this Agreement, the prevailing party in such dispute or action shall be entitled to an award of reasonable attorney fees and costs incurred therein.

7. Time of Essence. Time is of the essence in each and every term contained herein.

[The remainder of this page has been left intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date last set forth below.

THE TRUST

THE MARGE PUKA IRREVOCABLE TRUST DATED
AUGUST 25, 2021

By: Charmelle Puka
Charmelle Y. Puka, Trustee
Date: 12-12-22

By: D. Janette Golay
D. Janette Golay, Trustee
Date: 12-11-22

THE ANNUITY TRUST

THE PUKA PRIVATE ANNUITY TRUST DATED JULY
10, 2006.

By: Denise Powers
Denise Powers, Trustee
Date: 12-11-22

MARGE

By: Marjorie A. Puka
Marjorie A. Puka
Date: 12-11-22

DENISE

By: Denise Powers
Denise Powers
Date: 12-11-22

CHARMELLE

By: Charmelle Puka
Charmelle Y. Puka
Date: 12-12-22

JANETTE

JOE

By: D. Janette Golay
D. Jannette Golay
Date: 12-11-22

By: Joseph R. Powers
Joseph Powers
Date: 11 Dec 2022

Exhibit A

Legal Description of Northern Pine House

Parcel 1:

Lot 13, Block 2, **MORNING SUN SUBDIVISION NUMBER 6**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 21 of Plats, page 2, records of Twin Falls County, Idaho.

Parcel 2:

Lot 13, Block 3, **NORTH POINTE RANCH SUBDIVISION NUMBER 3**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 16 of Plats, page 46; Affidavit Authorizing Change of Plat Showing North Pointe Ranch No. 3 Subdivision, recorded November 24, 1999, as Instrument No. 1999-021032, records of Twin Falls County, Idaho.