

9-21-2015

Green v. Green Clerk's Record v. 1 Dckt. 42916

Follow this and additional works at: https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs

Recommended Citation

"Green v. Green Clerk's Record v. 1 Dckt. 42916" (2015). *Idaho Supreme Court Records & Briefs*. 5961.
https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/5961

This Court Document is brought to you for free and open access by Digital Commons @ UIIdaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs by an authorized administrator of Digital Commons @ UIIdaho Law. For more information, please contact annablaine@uidaho.edu.

IN THE
SUPREME COURT
OF THE
STATE OF IDAHO

**Supreme Court Docket #42916-2015
Bonner County CV2013-1509**

DWIGHT RANDY GREEN, as an individual, as the son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs / Appellants,

v.

JAMES GREEN, as an individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST,; JEANNE GREEN, an incapacitated individual; and GREEN INTERPRISES, INC., an Idaho corporation,

Defendants / Respondents.

CLERK'S RECORD ON APPEAL

*Appealed from the District Court of the First Judicial District
of the State of Idaho, in and for the County of Bonner.*

Greg S. Silvey
Attorney at Law
Attorney for Appellant

John Magnuson
Attorney at Law
*Attorney for Respondent
(James Green)*

William Boyd
Attorney at Law
*Guardian Ad Litem
(Jeanne Green)*

VOLUME I

42916

FILED - COPY
SEP 21 2015
Supreme Court _____ Court of Appeals _____
Entered on ATS by _____

IN THE SUPREME COURT OF THE STATE OF IDAHO

DWIGHT RANDY GREEN, as an individual, as the son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs / Appellants,

v.

JAMES GREEN, as an individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST;; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants / Respondents.

Appealed from the District Court of the First Judicial
District of the State of Idaho, in and for Bonner County

HONORABLE JOHN T. MITCHELL
District Judge

MR. GREG S. SILVEY
Attorney for Appellants

MR. JOHN MAGNUSON
Attorney for Respondents
(James Green)

MR. WILLIAM BOYD
Guardian Ad Litem
(Jeanne Green)

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an individual, as the)
son of Ralph and Jeanne Green, and as a)
Shareholder of Green Enterprises, Inc.; KATHY)
LEFOR, as an individual, as the Daughter of Ralph)
and Jeanne Green, and as a Shareholder of Green)
Enterprises, Inc.; and GARY GREEN, as an)
individual, as the Son of Ralph and Jeanne Green,)
and as a Shareholder of Green Enterprises, Inc.,)

Plaintiffs / Appellants,)

v.)

JAMES GREEN, as an individual, as Trustee of the)
Ralph Maurice and Jeanne Green Revocable Inter)
Vivos Trust, as Conservator for Jeanne Green, and)
as President of Green Enterprises, Inc.; RALPH)
MAURICE AND JEANNE GREEN REVOCABLE)
INTER VIVOS TRUST,, JEANNE GREEN, an)
incapacitated individual; and GREEN)
INTERPRISES, INC., an Idaho corporation,)

Defendants / Respondents.)

CLERK'S RECORD ON APPEAL

Supreme Court Docket No. 42916-2015
Bonner County District Court No.
CV 2013-1509

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the First Judicial District of the State of Idaho, in and
for the County of Bonner.

HONORABLE JOHN T. MITCHELL
District Judge

MR. GREG S. SILVEY
P.O. BOX 565
STAR, ID 83669
ATTORNEY FOR APPELLANT

MR. JOHN MAGNUSON
P.O. BOX 2350
COEUR D'ALENE, ID 83814
ATTORNEY FOR RESPONDENTS
(JAMES GREEN)

MR. WILLIAM BOYD
P.O. BOX 1336
COEUR D'ALENE, ID 83816
(GUARDIAN AD LITEM FOR JEANNE GREEN)

TABLE OF CONTENTS

VOLUME I

Cover PageVol. I - p. 1

Clerk’s Record on Appeal Vol. I - p. 2-3

Table of Contents Vol. I - p. 4-12

Index Vol. I - p. 13-20

ROAs Vol. I - p. 21-33

Verified Complaint for Declaratory Judgment and Injunctive Relief
filed September 13, 2013 Vol. I - p. 34-89

Motion for Disqualification Pursuant to Idaho Rule of Civil
Procedure 40(d)(1) filed September 24, 2013 Vol. I - p. 90-91

Disqualification filed September 26, 2013 Vol. I - p. 92-94

Order of Reassignment filed September 27, 2013Vol. I - p. 95

Notice of Appearance filed October 4, 2013 Vol. I - p. 96-97

Acceptance of Service Re: Defendant Jeanne Green, An
Incapacitated Individual filed October 8, 2013 Vol. I - p. 98-100

Acceptance of Service Re: Defendant James Green
filed Oct. 8, 2013 Vol. I - p. 101-103

Affidavit of Service filed October 9, 2013Vol. I - p.104

Notice of Appearance (Jeanne Green) filed Oct. 16, 2013 Vol. I - p. 105-107

Notice of Appearance (James Green) filed October 16, 2013 Vol. I - p. 108-110

Motion for Appointment of Guardian Ad Litem
filed Nov. 4, 2013 Vol. I - p. 111-115

Affidavit of William F. Boyd Re: Qualifications to Serve as
Guardian Ad Litem filed November 4, 2013 Vol. I - p. 116-129

TABLE OF CONTENTS

Plaintiffs' Memorandum in Opposition to Motion for Appointment of William F. Boyd as Guardian Ad Litem filed Nov. 26, 2013 Vol. I - p. 130-132

Affidavit Regarding December 2, 2013 "Order Denying Motion to Set Aside Nonjudicial Resolution Agreement" In Bonner county Case No. CV12-2039 filed December 3, 2013 Vol. I - p. 133-144

Court Minutes for Defendant's Motion for Appointment of Guardian Ad Litem held on December 3, 2013 Vol. I - p. 145-146

Notice of Service of Discovery Requests filed Dec. 24, 2013 Vol. I - p. 147-148

Notice of Service of Discovery Requests filed Dec. 24, 2013 Vol. I - p. 149-150

Scheduling Order, Notice of Trial Setting and Initial Pretrial Order filed December 30, 2013 Vol. I - p. 151-157

Order Re: Motion for Appointment of Guardian Ad Litem filed December 30, 2013 Vol. I - p. 158-162

Notice of Discovery filed January 17, 2014 Vol. I - p. 163-165

Notice of Discovery filed January 22, 2014 Vol. I - p. 166-168

Motion for Extension of Time within Which to Respond to Discovery Requests filed January 22, 2014 Vol. I - p. 169-171

Defendant Green Enterprises, Inc.'s Motion for Extension of Time Within Which to Respond to Discovery Requests filed January 24, 2014 Vol. I - p. 172-174

Plaintiff's Notice of Non-Opposition to Defendant Green Enterprises, Inc.'s Motion for Extension of Time filed Jan. 27, 2014 Vol. I - p. 175-177

Plaintiffs' Notice of Non-Opposition to Defendant James Green's Motion for Extension of Time filed January 27, 2014 Vol. I - p. 178-180

Stipulation Re: Subpoena Duces Tecum and Deposition Subpoena (Richard P. Wallace) filed February 13, 2014 Vol. I - p. 181-189

TABLE OF CONTENTS

Stipulation Re: Subpoena Duces Tecum and Deposition
Subpoena (Tevis Hull) filed February 13, 2014 Vol. I - p. 190-199

VOLUME II

Cover Page Vol. II - p. 200

Table of Contents Vol. II - p. 201-209

Index Vol. II - p. 210-217

ROAs Vol. II - p. 218-230

Order Re Subpoena Duces Tecum and Deposition Subpoena
(Richard P. Wallace) filed February 14, 2014 Vol. II - p. 231-234

Order Re Subpoena Duces Tecum and Deposition Subpoena
(Tevis Hull) filed February 14, 2014 Vol. II - p. 235-238

Jeanne Green's Answer to Complaint filed May 28, 2014 Vol. II - p. 239-242

Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc.'s
Production of Discovery filed May 29, 2014 Vol. II - p. 243-245

Memorandum in Support of Plaintiffs' Motion to Compel
Defendant Green Enterprises, Inc.'s Production of Discovery
filed May 29, 2014 Vol. II - p. 246-251

Notice of Intent to Take Default Against Defendant Green
Enterprises, Inc. filed June 4, 2014 Vol. II - p. 252-254

James Green's Answer to Complaint filed June 5, 2014 Vol. II - p. 255-283

Defendant Green Enterprises, Inc.'s Answer to Complaint
filed June 9, 2014 Vol. II - p. 284-306

Memorandum in Support of Plaintiffs' Motion to Compel Defendant
Jeanne Green's Production of Discovery filed June 20, 2014..... Vol. II - p. 307-315

Plaintiffs' Motion to Compel Defendant Jeanne Green's
Production of Discovery filed June 20, 2014 Vol. II - p. 316-318

TABLE OF CONTENTS

Jeanne Green's Motion to Continue Hearing on Plaintiff's Motion to Compel Jeanne Green's Production of Discovery filed July 1, 2014Vol. II - p. 319-322

Plaintiffs' Motion to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses filed July 23, 2014 Vol. II - p. 323-325

Memorandum in Support of Plaintiffs' Motion to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses filed July 23, 2014 Vol. II - p. 326-330

Memorandum Decision and Order Denying Plaintiffs' Motion to Compel Defendant Jeanne Green's Production of Discovery filed August 20, 2014 Vol. II - p. 331-336

Stipulation to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses filed Aug. 20, 2014 Vol. II - p. 337-340

Court Minutes for Motion to Compel held on Aug. 20, 2014 Vol. II - p. 341-343

Memorandum of Fees Including Affidavit of Counsel filed Aug. 25, 2014 Vol. II - p. 344-350

Order Amending The Scheduling Order filed August 26, 2014 Vol. II - p. 351-353

Motion for Partial Summary Judgment by Defendant James M. Green filed August 29, 2014 Vol. II - p. 354-357

Jeanne Green's Motion for Summary Judgment filed Sept. 4, 2014 Vol. II - p. 358-360

Jeanne Green's Motion to Settle Attorney's Fees filed Sept. 16, 2014 Vol. II - p. 361-365

Jeanne Green's Reply Brief in Support of Her Motion for Summary Judgment filed September 23, 2014 Vol. II - p. 366-369

Opposition to James Green's and Jeanne Green's Motions for Partial Summary Judgment (Jointly Submitted by Defendants James Green and Jeanne Green) filed September 24, 2014 Vol. II - p. 370-384

TABLE OF CONTENTS

Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed September 26, 2014 Vol. II - p. 385-387

Memorandum in Support of Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed September 26, 2014 Vol. II - p. 388-394

Affidavit of Counsel in Support of Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed September 26, 2014 Vol. II - p. 395-401

Order Settling Attorney's Fees filed September 29, 2014 Vol. II - p. 402-403

Court Minutes on Motion for Summary Judgment held on September 29, 2014 Vol. II - p. 404-405

Order Granting Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed October 2, 2014 Vol. II - p. 406-408

Memorandum of Fees Including Affidavit of Counsel filed November 3, 2014 Vol. II - p. 409-411

Memorandum of Fees Including Affidavit of Counsel filed Nov. 4, 2014 Vol. II - p. 412-418

Jeanne Green's Supplemental Reply Brief in Support of Her Motion for Summary Judgment filed November 12, 2014 Vol. II - p. 419-423

Objections to, and Motion to Strike, Declaration of Bennett Blum, M.D. Submitted by Plaintiffs in Opposition to James Green's and Jeanne Green's Motions for Partial Summary Judgment (Jointly Submitted by Defendants James Green and Jeanne Green) filed Nov. 12, 2014 Vol. II - p. 424-430

Court Minutes on Motion for Summary Judgment held on Nov. 18, 2014 Vol. II - p. 431-433

TABLE OF CONTENTS

Memorandum of Costs Including Affidavit of Counsel
filed Dec. 9, 2014 Vol. II - p. 434-437

Judgment filed December 12, 2014 Vol. II - p. 438-441

Plaintiffs' Motion to Disallow Defendant Jeanne Green's
Motion for an Award of Attorneys' Fees filed Dec. 19, 2014 Vol. II - p. 442-444

Memorandum in Support of Plaintiffs' Motion to Disallow Defendant Jeanne
Green's Motion for an Award of Attorneys' Fees
filed Dec. 19, 2014 Vol. II - p. 445-453

Declaration of Plaintiffs' Counsel in Support of Plaintiffs' Motion to Disallow
Defendant Jeanne Green's Motion for an Award of Attorney Fees
filed December 19, 2014 Vol. II - p. 454-460

Jeanne Green's Brief Supporting Fees and Costs
filed Dec. 23, 2014 Vol. II - p. 461-468

Declaration of William F. Boyd in Support of Jeanne Green's
Brief Supporting Fees and Costs filed December 23, 2014 Vol. II - p. 469-474

Plaintiffs' Notice of Non-Opposition to Defendant Jeanne Green's
Memorandum of Costs as a Matter of Right
filed Dec. 23, 2014 Vol. II - p. 475-476

Plaintiffs' Notice of Non-Opposition to Defendant James Green's
Memorandum of Costs as a Matter of Right
filed Dec. 23, 2014 Vol. II - p. 477-478

Order Granting Motion for Plaintiffs' Counsel to Appear
Telephonically at Hearing filed January 5, 2015 Vol. II - p. 479-481

Order Settling Attorney's Fees and Costs in Favor of Defendant
Jeanne Green filed January 7, 2015 Vol. II - p. 482-485

Order Shortening Time for Hearing on Motion to Withdraw as
Attorneys for Plaintiffs filed January 7, 2015 Vol. II - p. 486-488

Order Denying Plaintiffs' Motion to Withdraw filed January 7, 2015 Vol. II - p. 489

First Supplemental Judgment filed January 7, 2015 Vol. II - p. 490-492

TABLE OF CONTENTS

Court Minutes for Hearing held on January 7, 2015 Vol. II - p. 493-494
Notice of Appeal filed January 22, 2015 Vol. II - p. 495-497
Notice of Transcript Lodged filed March 6, 2015 Vol. II - p. 498
Invoice dated 3/2/2015 for transcripts filed March 6, 2015 Vol. II - p. 499
Clerk's Certificate of Exhibits Vol. II - p. 500-502
Clerk's Certificate Vol. II - p. 503
Clerk's Certificate of Service Vol. II - p. 504-505

INDEX

Acceptance of Service Re: Defendant James Green filed Oct. 8, 2013	Vol. I - p. 101-103
Acceptance of Service Re: Defendant Jeanne Green, An Incapacitated Individual filed October 8, 2013	Vol. I - p. 98-100
Affidavit of Counsel in Support of Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed September 26, 2014	Vol. II - p. 395-401
Affidavit of Service filed October 9, 2013	Vol. I - p.104
Affidavit of William F. Boyd Re: Qualifications to Serve as Guardian Ad Litem filed November 4, 2013	Vol. I - p. 116-129
Affidavit Regarding December 2, 2013 "Order Denying Motion to Set Aside Nonjudicial Resolution Agreement" In Bonner county Case No. CV12-2039 filed December 3, 2013	Vol. I - p. 133-144
Clerk's Certificate	Vol. II - p. 503
Clerk's Certificate of Exhibits	Vol. II - p. 500-502
Clerk's Certificate of Service	Vol. II - p. 504-505
Clerk's Record on Appeal	Vol. I - p. 2-3
Court Minutes for Defendant's Motion for Appointment of Guardian Ad Litem held on December 3, 2013	Vol. I - p. 145-146
Court Minutes for Hearing held on January 7, 2015	Vol. II - p. 493-494
Court Minutes for Motion to Compel held on Aug. 20, 2014	Vol. II - p. 341-343
Court Minutes on Motion for Summary Judgment held on September 29, 2014	Vol. II - p. 404-405
Court Minutes on Motion for Summary Judgment held on Nov. 18, 2014	Vol. II - p. 431-433

INDEX

Cover Page	Vol. I - p. 1 and Vol. II - p. 200
Declaration of Plaintiffs' Counsel in Support of Plaintiffs' Motion to Disallow Defendant Jeanne Green's Motion for an Award of Attorney Fees filed December 19, 2014	Vol. II - p. 454-460
Declaration of William F. Boyd in Support of Jeanne Green's Brief Supporting Fees and Costs filed December 23, 2014	Vol. II - p. 469-474
Defendant Green Enterprises, Inc.'s Answer to Complaint filed June 9, 2014	Vol. II - p. 284-306
Defendant Green Enterprises, Inc.'s Motion for Extension of Time Within Which to Respond to Discovery Requests filed January 24, 2014	Vol. I - p. 172-174
Disqualification filed September 26, 2013	Vol. I - p. 92-94
First Supplemental Judgment filed January 7, 2015	Vol. II - p. 490-492
Index	Vol. I - p. 13-20 and Vol. II - p. 210-217
Invoice dated 3/2/2015 for transcripts filed March 6, 2015	Vol. II - p. 499
James Green's Answer to Complaint filed June 5, 2014	Vol. II - p. 255-283
Jeanne Green's Answer to Complaint filed May 28, 2014	Vol. II - p. 239-242
Jeanne Green's Brief Supporting Fees and Costs filed Dec. 23, 2014	Vol. II - p. 461-468
Jeanne Green's Motion for Summary Judgment filed Sept. 4, 2014	Vol. II - p. 358-360
Jeanne Green's Motion to Continue Hearing on Plaintiff's Motion to Compel Jeanne Green's Production of Discovery filed July 1, 2014	Vol. II - p. 319--322
Jeanne Green's Motion to Settle Attorney's Fees filed Sept. 16, 2014	Vol. II - p. 361-365
Jeanne Green's Reply Brief in Support of Her Motion for Summary Judgment filed September 23, 2014	Vol. II - p. 366-369

INDEX

Jeanne Green's Supplemental Reply Brief in Support of Her Motion for Summary Judgment filed November 12, 2014	Vol. II - p. 419-423
Judgment filed December 12, 2014	Vol. II - p. 438-441
Memorandum Decision and Order Denying Plaintiffs' Motion to Compel Defendant Jeanne Green's Production of Discovery filed August 20, 2014	Vol. II - p. 331-336
Memorandum in Support of Plaintiffs' Motion to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses filed July 23, 2014	Vol. II - p. 326-330
Memorandum in Support of Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc.'s Production of Discovery filed May 29, 2014	Vol. II - p. 246-251
Memorandum in Support of Plaintiffs' Motion to Compel Defendant Jeanne Green's Production of Discovery filed June 20, 2014.....	Vol. II - p. 307-315
Memorandum in Support of Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed September 26, 2014	Vol. II - p. 388-394
Memorandum in Support of Plaintiffs' Motion to Disallow Defendant Jeanne Green's Motion for an Award of Attorneys' Fees filed Dec. 19, 2014	Vol. II - p. 445-453
Memorandum of Costs Including Affidavit of Counsel filed Dec. 9, 2014	Vol. II - p. 434-437
Memorandum of Fees Including Affidavit of Counsel filed Aug. 25, 2014	Vol. II - p. 344-350
Memorandum of Fees Including Affidavit of Counsel filed November 3, 2014	Vol. II - p. 409-411
Memorandum of Fees Including Affidavit of Counsel filed Nov. 4, 2014	Vol. II - p. 412-418
Motion for Appointment of Guardian Ad Litem filed Nov. 4, 2013	Vol. I - p. 111-115

INDEX

Motion for Disqualification Pursuant to Idaho Rule of Civil Procedure 40(d)(1) filed September 24, 2013	Vol. I - p. 90-91
Motion for Extension of Time within Which to Respond to Discovery Requests filed January 22, 2014	Vol. I - p. 169-171
Motion for Partial Summary Judgment by Defendant James M. Green filed August 29, 2014	Vol. II - p. 354-357
Notice of Appeal filed January 22, 2015	Vol. II - p. 495-497
Notice of Appearance (James Green) filed October 16, 2013	Vol. I - p. 108-110
Notice of Appearance (Jeanne Green) filed Oct. 16, 2013	Vol. I - p. 105-107
Notice of Appearance filed October 4, 2013	Vol. I - p. 96-97
Notice of Discovery filed January 17, 2014	Vol. I - p. 163-165
Notice of Discovery filed January 22, 2014	Vol. I - p. 166-168
Notice of Intent to Take Default Against Defendant Green Enterprises, Inc. filed June 4, 2014	Vol. II - p. 252-254
Notice of Service of Discovery Requests filed Dec. 24, 2013	Vol. I - p. 147-148
Notice of Service of Discovery Requests filed Dec. 24, 2013	Vol. I - p. 149-150
Notice of Transcript Lodged filed March 6, 2015	Vol. II - p. 498
Objections to, and Motion to Strike, Declaration of Bennett Blum, M.D. Submitted by Plaintiffs in Opposition to James Green's and Jeanne Green's Motions for Partial Summary Judgment (Jointly Submitted by Defendants James Green and Jeanne Green) filed Nov. 12, 2014	Vol. II - p. 424-430
Opposition to James Green's and Jeanne Green's Motions for Partial Summary Judgment (Jointly Submitted by Defendants James Green and Jeanne Green) filed September 24, 2014	Vol. II - p. 370-384
Order Amending The Scheduling Order filed August 26, 2014	Vol. II - p. 351-353
Order Denying Plaintiffs' Motion to Withdraw filed January 7, 2015	Vol. II - p. 489

INDEX

Order Granting Motion for Plaintiffs' Counsel to Appear Telephonically at Hearing filed January 5, 2015	Vol. II - p. 479-481
Order Granting Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed October 2, 2014	Vol. II - p. 406-408
Order of Reassignment filed September 27, 2013	Vol. I - p. 95
Order Re Subpoena Duces Tecum and Deposition Subpoena (Richard P. Wallace) filed February 14, 2014	Vol. II - p. 231-234
Order Re Subpoena Duces Tecum and Deposition Subpoena (Tevis Hull) filed February 14, 2014	Vol. II - p. 235-238
Order Re: Motion for Appointment of Guardian Ad Litem filed December 30, 2013	Vol. I - p. 158-162
Order Settling Attorney's Fees and Costs in Favor of Defendant Jeanne Green filed January 7, 2015	Vol. II - p. 482-485
Order Settling Attorney's Fees filed September 29, 2014	Vol. II - p. 402-403
Order Shortening Time for Hearing on Motion to Withdraw as Attorneys for Plaintiffs filed January 7, 2015	Vol. II - p. 486-488
Plaintiff's Notice of Non-Opposition to Defendant Green Enterprises, Inc.'s Motion for Extension of Time filed Jan. 27, 2014	Vol. I - p. 175-177
Plaintiffs' Memorandum in Opposition to Motion for Appointment of William F. Boyd as Guardian Ad Litem filed Nov. 26, 2013	Vol. I - p. 130-132
Plaintiffs' Motion to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses filed July 23, 2014	Vol. II - p. 323-325
Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc.'s Production of Discovery filed May 29, 2014	Vol. II - p. 243-245
Plaintiffs' Motion to Compel Defendant Jeanne Green's Production of Discovery filed June 20, 2014	Vol. II - p. 316-318

INDEX

Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment filed September 26, 2014	Vol. II - p. 385-387
Plaintiffs' Motion to Disallow Defendant Jeanne Green's Motion for an Award of Attorneys' Fees filed Dec. 19, 2014	Vol. II - p. 442-444
Plaintiffs' Notice of Non-Opposition to Defendant James Green's Motion for Extension of Time filed January 27, 2014	Vol. I - p. 178-180
Plaintiffs' Notice of Non-Opposition to Defendant James Green's Memorandum of Costs as a Matter of Right filed Dec. 23, 2014	Vol. II - p. 477-478
Plaintiffs' Notice of Non-Opposition to Defendant Jeanne Green's Memorandum of Costs as a Matter of Right filed Dec. 23, 2014	Vol. II - p. 475-476
ROAs	Vol. I - p. 21-33 and Vol. II - p.218-230
Scheduling Order, Notice of Trial Setting and Initial Pretrial Order filed December 30, 2013	Vol. I - p. 151-157
Stipulation Re: Subpoena Duces Tecum and Deposition Subpoena (Tevis Hull) filed February 13, 2014	Vol. I - p. 190-199
Stipulation Re: Subpoena Duces Tecum and Deposition Subpoena (Richard P. Wallace) filed February 13, 2014	Vol. I - p. 181-189
Stipulation to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses filed Aug. 20, 2014	Vol. II - p. 337-340
Table of Contents	Vol. I - p. 4-12 and Vol. II - p. 201-209
Verified Complaint for Declaratory Judgment and Injunctive Relief filed September 13, 2013	Vol. I - p. 34-89

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
9/13/2013	NCOC	HENDRICKSO	New Case Filed - Other Claims	Barbara A. Buchanan
	APER	HENDRICKSO	Plaintiff: Green, Dwight Randy Appearance Eric B Swartz	Barbara A. Buchanan
	APER	HENDRICKSO	Plaintiff: Lefor, Kathy Appearance Eric B Swartz	Barbara A. Buchanan
	APER	HENDRICKSO	Plaintiff: Green, Gary Appearance Eric B Swartz	Barbara A. Buchanan
		HENDRICKSO	Filing: A - All initial civil case filings of any type not listed in categories B-H, or the other A listings below Paid by: Jones Swartz Receipt number: 0497057 Dated: 9/18/2013 Amount: \$96.00 (Check) For: Green, Dwight Randy (plaintiff), Green, Gary (plaintiff) and Lefor, Kathy (plaintiff)	Barbara A. Buchanan
	COMP	HENDRICKSO	Verified Complaint for Declaratory Judgment and Injunctive Relief	Barbara A. Buchanan
9/18/2013	SMIS	HENDRICKSO	Summons Issued - James Green [original to file]	Barbara A. Buchanan
	SMIS	HENDRICKSO	Summons Issued - Green Enterprises, Inc [original to file]	Barbara A. Buchanan
9/24/2013	MODQ	OPPELT	Motion for Disqualification Pursuant to Idaho Rule of Civil Procedure 40(d)(1) - Judge Buchanan	Barbara A. Buchanan
9/26/2013	ORDQ	OPPELT	Disqualification - Judge Buchanan	Barbara A. Buchanan
	DISA	OPPELT	Disqualification Of Judge - Automatic - Judge Buchanan	Barbara A. Buchanan
	CHJG	OPPELT	Change Assigned Judge	District Court Clerks
9/27/2013	ORDR	OPPELT	Order of Reassignment	Lansing Haynes
	CHJG	OPPELT	Change Assigned Judge	John T. Mitchell
10/4/2013	APER	HENDRICKSO	Defendant: Green Enterprises, Inc, Appearance Paul W. Daugharty	John T. Mitchell
		HENDRICKSO	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Paul W. Daugharty Receipt number: 0498125 Dated: 10/7/2013 Amount: \$66.00 (Check) For: Green Enterprises, Inc, (defendant)	John T. Mitchell
	NOAP	HENDRICKSO	Notice Of Appearance - Attorney P. Daugharty	John T. Mitchell
10/8/2013	ACSV	HENDRICKSO	Acceptance of Service re: Defendant Jeanne Green, an Incapacitated Individual	John T. Mitchell
	ACSV	HENDRICKSO	Acceptance of Service re: Defendant James Green	John T. Mitchell
10/9/2013	AFSV	HENDRICKSO	Affidavit Of Service - Paul W. Daugharty Registered Agent served for Green Enterprises, Inc - 10-02-2013	John T. Mitchell
10/16/2013	APER	HENDRICKSO	Defendant: Green, Jeanne Appearance John F. Magnuson	John T. Mitchell
	NOAP	HENDRICKSO	Notice Of Appearance - Attorney J. Magnuson	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User	Judge
10/16/2013		HENDRICKSO	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Magnuson, John F. (attorney for Green, Jeanne) Receipt number: 0498656 Dated: 10/17/2013 Amount: \$66.00 (Check) For: Green, Jeanne (defendant)
	APER	HENDRICKSO	Defendant: Green, James Appearance John F. Magnuson
	NOAP	HENDRICKSO	Notice Of Appearance - Attorney J. Green
		HENDRICKSO	Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: John F Magnuson Receipt number: 0498657 Dated: 10/17/2013 Amount: \$66.00 (Check) For: Green, James (defendant)
	NOAP	HENDRICKSO	Notice Of Appearance - Attorney J. Magnuson
10/25/2013	MISC	HENDRICKSO	Declaration of James Green
11/4/2013	MOTN	HENDRICKSO	Motion for Appointment of Guardian Ad Litem
	AFFD	HENDRICKSO	Affidavit of William F. Boyd re: Qualifications to Serve as Guardian Ad Litem
	NOHG	HENDRICKSO	Notice Of Hearing
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 12/03/2013 02:00 PM) Kootenai County Defendant's Motion for Appointment of Guardian Ad Litem
11/21/2013	FIOC	OPPELT	File Out Of County - Judge Mitchell
11/26/2013	MEMO	BOWERS	Plaintiff's Memorandum in Opposition to Motion for Appointment of William F. Boyd as Guardian ad Litem
12/3/2013	AFFD	HENDRICKSO	Affidavit Regarding December 2, 2013 "Order Denying Motion to Set Aside Nonjudicial Resolution Agreement" in Bonner County Case No. CV12-2039
	DCHH	HENDRICKSO	Hearing result for Motion scheduled on 12/03/2013 02:00 PM: District Court Hearing Held Court Reporter: Julie Foland Number of Transcript Pages for this hearing estimated: Kootenai County Defendant's Motion for Appointment of Guardian Ad Litem
	GRNT	HENDRICKSO	Hearing result for Motion scheduled on 12/03/2013 02:00 PM: Motion Granted Kootenai County Defendant's Motion for Appointment of Guardian Ad Litem
12/24/2013	NOSV	HENDRICKSO	Notice of Service of Discovery Requests
	NOSV	HENDRICKSO	Notice of Service of Discovery Requests

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
12/30/2013	SCHE	OPPELT	Scheduling Order, Notice of Trial Setting and Initial Pretrial Order	John T. Mitchell
	HRSC	OPPELT	Hearing Scheduled (Court Trial 01/26/2015 09:00 AM) 14 Days	John T. Mitchell
	ORDR	OPPELT	Order Re: Motion for Appointment of Guardian Ad Litem	John T. Mitchell
1/17/2014	NOTC	BOWERS	Notice of Discovery	John T. Mitchell
1/22/2014	NOTC	HENDRICKSO	Notice of Discovery	John T. Mitchell
	MOTN	HENDRICKSO	Motion for Extension of Time Within Which to Respond to Discovery Requests	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of John F. Magnuson in Support of Motion for Extension of Time Within Which to Respond to Discovery Request	John T. Mitchell
	CINF	HENDRICKSO	No Notice of Hearing filed at the time of the above Motion for Extension of Time	John T. Mitchell
1/24/2014	MOTN	HENDRICKSO	Defendant Green Enterprises, Inc's Motion for Extension of Time Within Which to Respond to Discovery Requests	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Paul W. Daugharty In Support of Defendant Green Enterprises, Inc's Motion for Extension of Time within Which to Respond to Discovery Requests	John T. Mitchell
1/27/2014	NOTC	HENDRICKSO	Plaintiffs' Notice of Non-Opposition to Defendant James Green's Motion for Extension of Time	John T. Mitchell
	NOTC	HENDRICKSO	Plaintiffs' Notice of Non-Opposition to Defendant Green Enterprises, Inc's Motion for Extension of Time	John T. Mitchell
	CINF	HENDRICKSO	No Notice of Hearing filed at the time the above Motion's were filed	John T. Mitchell
2/13/2014	STIP	HENDRICKSO	Stipulation Re: Subpoena Duces Tecum and Deposition Subpoena (Richard P. Wallace)	John T. Mitchell
	STIP	HENDRICKSO	Stipulation re: Seubponea Duces Tecum and Deposition Subpoena (Tevis Hull)	John T. Mitchell
2/14/2014	ORDR	HENDRICKSO	Order re: Subpoena Duces Tecum and Deposition Subpoena (Richard P. Wallace)	John T. Mitchell
	ORDR	HENDRICKSO	Order re: Subpoena Duces Tecum and Deposition Subpoena (Tevis Hull)	John T. Mitchell
2/20/2014	LETT	OPPELT	Copy of a Letter from M&M Court Reporting Service, Inc. Sent to Eric B. Swartz	John T. Mitchell
	LETT	OPPELT	Copy of a Letter from M&M Court Reporting Service, Inc. Sent to Eric B. Swartz	John T. Mitchell
	LETT	OPPELT	Copy of a Letter from M&M Court Reporting Service, Inc. Sent to Eric B. Swartz	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
2/28/2014	LETT	KRAMES	Copy of a Letter from M&M Court Reporting Service, Inc. Sent to Richard Wallace	John T. Mitchell
3/10/2014	NOSV	HENDRICKSO	Notice of Service of Discovery Request re: Plaintiffs' First Set of Interrogatories and Requests for Production to Defendant Jeanne Green	John T. Mitchell
3/26/2014	NOTC	HENDRICKSO	Notice of Discovery (Defendant)	John T. Mitchell
4/28/2014	NOTC	HENDRICKSO	Notice of Compliance re: service of Plaintiff Gary Green's ANswers and Responses to Defendant James Green's First Set of Interrogatories and Requests for Production	John T. Mitchell
4/29/2014	NOTC	HENDRICKSO	Notice of Compliance re: Plaintiff Kathy Lefor's Answers and Responses to Defendant James Green's First Set of Interrogatories and Requests for Production	John T. Mitchell
5/28/2014	ANSW	BOWERS	Jean Green's Answer to Complaint	John T. Mitchell
5/29/2014	MOTC	KRAMES	Plaintiffs' Motion To Compel Defendant Green Enterprises, Inc.'s Production Of Discovery	John T. Mitchell
	MEMO	KRAMES	Memorandum In Support Of Plaintiffs' Motion To Compel Defendant Green Enterprises, Inc.'s Production Of Discovery	John T. Mitchell
	MISC	HENDRICKSO	*****END OF FILE #1****BEGIN FILE #2***** *****EXPANDO #1*****	Idaho Supreme Court
6/2/2014	AFFD	HENDRICKSO	Affidavit of Counsel in Support of Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc.'s Production of Discovery	John T. Mitchell
6/3/2014	MISC	HENDRICKSO	M&M Court Reporting Service, Inc. re: Deponent Tevis Hull, Esq	John T. Mitchell
6/4/2014	NOHG	HENDRICKSO	Notice of Telephonic Hearing on Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc's Production of Discovery	John T. Mitchell
	HRSC	HENDRICKSO	Hearing Scheduled (Motion to Compel 06/18/2014 04:00 PM) Attorney Swartz and Attorney Coonts by telephone	John T. Mitchell
	NOHG	HENDRICKSO	Notice of Telephonic Hearing on Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc's Production of Discovery	John T. Mitchell
	NODF	HENDRICKSO	Notice of Intent to Take Default Against Defendant Green Enterprises, Inc	John T. Mitchell
6/5/2014	ANSW	HENDRICKSO	James Green's Answer to Complaint	John T. Mitchell
6/9/2014	ANSW	HENDRICKSO	Defendant Green Enterprises, Inc's Answer to Complaint	John T. Mitchell
6/17/2014	NOTC	HENDRICKSO	Notice of Vacating Telephonic Hearing on Plaintiffs' Motion to Compel Defendant Green Enterprises, Inc's Production of Discovery	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
6/17/2014	HRVC	HENDRICKSO	Hearing result for Motion to Compel scheduled on 06/18/2014 04:00 PM: Hearing Vacated Attorney Swartz and Attorney Coonts by telephone	John T. Mitchell
6/20/2014	NOSV	KRAMES	Notice Of Service re: Defendant Green Enterprises, Inc.'s Answers to Plaintiffs' First Set of Continuing Interrogatories and Requests for Production	John T. Mitchell
	NOTC	KRAMES	Notice Of Telephonic Hearing On Plaintiffs' Motion To Compel Defendant Jeanne Green's Production Of Discovery	John T. Mitchell
	AFCO	KRAMES	Affidavit Of Counsel In Support Of Plaintiffs' Motion To Compel Defendant Jeanne Green's Production Of Discovery	John T. Mitchell
	MEMO	KRAMES	Memorandum In Support Of Plaintiffs' Motion To Compel Defendant Jeanne Green's Production Of Discovery	John T. Mitchell
	MOTN	KRAMES	Plaintiffs' Motion To Compel Defendant Jeanne Green's Production Of Discovery	John T. Mitchell
	HRSC	KRAMES	Hearing Scheduled (Motion to Compel 07/14/2014 03:30 PM) Plaintiffs' Motion Atty Swartz to appear by telephone	John T. Mitchell
7/1/2014	MOTN	HENDRICKSO	Jeanne Green's Motion to Continue Hearing on Plaintiff's Motion to Compel Jeanne Green's Production of Discovery	John T. Mitchell
	CINF	HENDRICKSO	No Notice of Hearing filed with the above Motion to Continue Hearing on Plaintiff's Motion to Compel	John T. Mitchell
7/2/2014	NOHG	HENDRICKSO	Amended Notice of Hearing re: Motion to Compel Defendant Jeanne Green's Production of Discovery	John T. Mitchell
	CONT	HENDRICKSO	Continued (Motion to Compel 08/20/2014 02:00 PM) Plaintiffs' Motion Atty Swartz to appear by telephone	John T. Mitchell
7/9/2014	NOTC	HENDRICKSO	Notice of Compliance re: Plaintiff Dwight Randy Green's Answers and Responses to Defendant James Green's First Set of Interrogatories and Requests for Production	John T. Mitchell
7/23/2014	RSPN	HENDRICKSO	Jeanne Green's Response to Plaintiffs' Motion to Compel Discovery of Her Medical Records	John T. Mitchell
	MOTN	HENDRICKSO	Plaintiffs' Motion to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses	John T. Mitchell
	MEMO	HENDRICKSO	Memorandum in Support of Plaintiffs' Motion to Amend the Scheduling Order to Extend Deadlines to Disclose Expert Witnesses	John T. Mitchell
	CINF	HENDRICKSO	no notice of hearing re: the above motion	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
8/20/2014	MEMO	CMOORE	Memorandum Decision and Order Denying Plaintiffs' Motion to Compel Defendant Jeanne Green's Production of Discovery (6 pages)	John T. Mitchell
	STIP	HENDRICKSO	Stipulation to Amend The Scheduling Order to Extend Deadlines to Disclose Expert Witnesses	John T. Mitchell
	CTLG	OPPELT	Court Log- From Kootenai County	John T. Mitchell
	DCHH	OPPELT	Hearing result for Motion to Compel scheduled on 08/20/2014 02:00 PM: District Court Hearing Held Court Reporter: Julie Foland Number of Transcript Pages for this hearing estimated: Plaintiffs' Motion - Less Than 100 Pages Atty Swartz to appear by telephone In Kootenai County	John T. Mitchell
	DENY	OPPELT	Hearing result for Motion to Compel scheduled on 08/20/2014 02:00 PM: Motion Denied Plaintiffs' Motion Atty Swartz to appear by telephone In Kootenai County	John T. Mitchell
8/25/2014	MEMO	HENDRICKSO	Memorandum of Fees Including Affidavit of Counsel	John T. Mitchell
8/26/2014	ORDR	HENDRICKSO	Order Amending the Scheduling Order	John T. Mitchell
	MISC	HENDRICKSO	****END OF FILE #2****BEGIN FILE #3*****	Idaho Supreme Court
8/29/2014	NOHG	HENDRICKSO	Notice Of Hearing re: Defendant James Green 's Motion for Partial Summary Judgment	John T. Mitchell
	HRSC	HENDRICKSO	Hearing Scheduled (Motion for Partial Summary Judgment 09/29/2014 04:00 PM) Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MOTN	HENDRICKSO	Motion for Partial Summary Judgment by Defendant James M. Green	John T. Mitchell
	MEMO	HENDRICKSO	Memorandum in Support of Defenant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	Declaration of James M. Green in Support of Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	Declaration of Steve Kiatt	John T. Mitchell
	MISC	HENDRICKSO	Declaration of Richard P. Wallace in Support of Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	Declaration of John F. Magnuson in Support of Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	Declaration of Tevis W. Hull	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
8/29/2014	MISC	HENDRICKSO	*****END OF FILE #3****BEGIN FILE #4***** ****EXPANDO #2*****	Idaho Supreme Court
9/4/2014	MOTN	HENDRICKSO	Jeanne Green's Motion for Summary Judgment	John T. Mitchell
	NOHG	HENDRICKSO	Notice of Hearing re: Jeanne Green's Motion for Summary Judgment	John T. Mitchell
	HRSC	HENDRICKSO	Hearing Scheduled (Motion for Summary Judgment 09/29/2014 04:00 PM) Defendant Jeanne Greens' Motion to be heard in Kootenai County	John T. Mitchell
9/11/2014	AFFD	HENDRICKSO	Affidavit of John F. Magnuson re: Opinion and Order on Appeal	John T. Mitchell
9/16/2014	MOTN	HENDRICKSO	Jeanne Green's Motion to Settle Attorney's Fees	John T. Mitchell
	NOHG	HENDRICKSO	Notice Of Hearing	John T. Mitchell
	HRSC	HENDRICKSO	Hearing Scheduled (Motion 09/29/2014 04:00 PM) Defendant Jeanne Green's Motion to Settle Attorney's Fees	John T. Mitchell
9/17/2014	MEMO	HENDRICKSO	Memorandum in Opposition to James Green and Jeanne Green's Motion for Partial Summary Judgment	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Dwight Randy Green in Opposition to James Green and Jeanne Green's Motion for Partial Summary Judgment	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Kathy Lefor in Opposition to James Green and Jeanne Green's Motion for Partial Summary Judgment	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Gary Green in Opposition to James Green and Jeanne Green's Motion for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	*****END OF FILE #4****BEGIN FILE #5***** ****EXPANDO #3*****	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Counsel in Opposition to James Green and Jeanne Green's Motion for Partial Summary Judgment	Idaho Supreme Court
9/23/2014	REPL	HENDRICKSO	Jeanne Green's Reply Brief in Support of Her Motion for Summary Judgment	John T. Mitchell
9/24/2014	MEMO	OPPELT	Reply Memorandum in Support of Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	OBJC	OPPELT	Objections to, and Motion to Strike, Affidavit Testimony Submitted by Plaintiffs in Opposition to James Green's and Jeanne Green's Motions for Partial Summary Judgment (Jointly Submitted by Defendants James Green and Jeanne Green)	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
9/26/2014	MOTN	HENDRICKSO	Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment	John T. Mitchell
	MEMO	HENDRICKSO	Memorandum in Support of Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Counsel in Support of Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment	John T. Mitchell
9/29/2014	MISC	HENDRICKSO	Declaration of Counsel (John F. Magnuson) in Opposition to Plaintiffs' Motion to Continue	John T. Mitchell
	ORDR	HENDRICKSO	Order Settling Attorney's Fees	John T. Mitchell
	DCHH	HENDRICKSO	Hearing result for Motion scheduled on 09/29/2014 04:00 PM: District Court Hearing Held Court Reporter: Julie Foland Number of Transcript Pages for this hearing estimated: Defendant Jeanne Green's Motion to Settle Attorney's Fees Kootenai County Courthouse	John T. Mitchell
	GRNT	HENDRICKSO	Hearing result for Motion scheduled on 09/29/2014 04:00 PM: Motion Granted Defendant Jeanne Green's Motion to Settle Attorney's Fees Kootenai County Courthouse	John T. Mitchell
	CONT	HENDRICKSO	Hearing result for Motion for Summary Judgment scheduled on 09/29/2014 04:00 PM: Continued Defendant Jeanne Greens' Motion to be heard in Kootenai County	John T. Mitchell
	CONT	HENDRICKSO	Hearing result for Motion for Partial Summary Judgment scheduled on 09/29/2014 04:00 PM: Continued Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	*****END OF FILE #5*****BEGIN FILE #6*****	Idaho Supreme Court
10/2/2014	ORDR	OPPELT	Order Granting Plaintiffs' Motion to Continue the Hearing on Defendant James Green's Motion for Partial Summary Judgment and Defendant Jeanne Green's Motion for Summary Judgment	John T. Mitchell
	HRSC	OPPELT	Hearing Scheduled (Motion for Summary Judgment 11/18/2014 04:00 PM) in Kootenai County	John T. Mitchell
10/15/2014	NOTD	OPPELT	Notice of Taking Continued Deposition of Steven Klatt	John T. Mitchell
	NOTD	OPPELT	Notice Of Taking Deposition of Defendant James Green	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
11/3/2014	NOTC	HENDRICKSO	Notice of Compliance	John T. Mitchell
	MEMO	HENDRICKSO	Memorandum of Fees Including Affidavit of Counsel	John T. Mitchell
	NOTC	HENDRICKSO	Notice of Compliance re: Service of Plaintiff Dwight Randy Green's Supplemental Answers and Responses to Defendant James Green's First Set of Interrogatories and Requests for Production	John T. Mitchell
	NOTC	HENDRICKSO	Notice of Compliance re: Service of Plaintiff Kathy Lefor's Supplemental Answers and Responses to Defendant James Green's First Set of Interrogatories and Requests for Production	John T. Mitchell
	NOTC	HENDRICKSO	Notice of Compliance re: Served Plaintiff Gary Green's Supplemental Answers and Responses to Defendant James Green's First Set of Interrogatories and Requests for Production	John T. Mitchell
11/4/2014	MEMO	HENDRICKSO	Memorandum of Fees Including Affidavit of Counsel	John T. Mitchell
	MISC	HENDRICKSO	Declaration of Cary Vogel re: Plaintiff's Supplemental Memorandum in Opposition to Jeanne Green and James Green's Motions for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	Declaration of Bennett Blum M.D. re: Plaintiffs' Supplemental Memorandum in Opposition to Jeanne Green and James Green's Motion for Partial Summary Judgment	John T. Mitchell
	MEMO	HENDRICKSO	Plaintiffs' Supplemental Memorandum in Opposition to James Green and Jeanne Green's Motion s for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	Declaration of PLaintiffs' Counsel in Opposition to James Green and Jeanne Green's Motions for Partial Summary Judgment	John T. Mitchell
	MISC	HENDRICKSO	*****END OF FILE #6****BEGIN FILE #7*****	Idaho Supreme Court
11/7/2014	MISC	HENDRICKSO	M&M Court Reporting re: Deponent: James Maurice Green	John T. Mitchell
	MISC	HENDRICKSO	M&M Court Reporting re: Deponent: Steven Klatt	John T. Mitchell
11/12/2014	REPL	HENDRICKSO	Jeanne Green's Supplemental Reply Brief in Support of Her Motion for Summary Judgment	John T. Mitchell
	OBJC	HENDRICKSO	Objection to and Motion to Strike, Declaration of Bennett Blum, M.D. Submitted by Plaintiffs in Opposition to James Green's And Jeanne Green's Motion for Partial Summary Judgment (Jointly Submitted by Defendants James Green and Jeanne Green)	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
11/13/2014	MEMO	HENDRICKSO	Supplemental Memorandum in Support of Defendant James Green's Motion for Partial Summary Judgment	John T. Mitchell
11/18/2014	CTLG	OPPELT	Court Log- From Kootenai County	John T. Mitchell
	DCHH	OPPELT	Hearing result for Motion for Summary Judgment scheduled on 11/18/2014 04:00 PM: District Court Hearing Held Court Reporter: Julie Foland Number of Transcript Pages for this hearing estimated: in Kootenai County - Less Than 100 Pages	John T. Mitchell
11/20/2014	MEMO	OPPELT	Memorandum Decision and Order Granting Defendant James Green's Motion for Partial Summary Judgment, Granting Defendant Jeanne Green's Motion for Summary Judgment, and Granting Defendant's Joint Motion to Strike Affidavits of Plaintiffs	John T. Mitchell
	HRVC	OPPELT	Hearing result for Court Trial scheduled on 01/26/2015 09:00 AM: Hearing Vacated 14 Days	John T. Mitchell
12/9/2014	MEMO	HENDRICKSO	Memorandum of Costs Including Affidavit of Counsel	John T. Mitchell
	MEMO	HENDRICKSO	Memorandum of Fees and Costs Including Affidavit of Counsel	John T. Mitchell
12/12/2014	JDMT	OPPELT	Judgment	John T. Mitchell
	CDIS	HENDRICKSO	Civil Disposition entered for: Green Enterprises, Inc., Defendant; Green, James, Defendant; Green, Jeanne, Defendant; Ralph Maurice And Jeanne Green Revocable Inter Viv, Defendant; Green, Dwight Randy, Plaintiff; Green, Gary, Plaintiff; Lefor, Kathy I., Plaintiff. Filing date: 12/12/2014	John T. Mitchell
12/19/2014	MOTN	HENDRICKSO	Plaintiffs' Motion to Disallow Defendant Jeanne Green's Motion for an Award of Attorneys' Fees	John T. Mitchell
	MEMO	HENDRICKSO	Memorandum in Support of Plaintiffs' Motion to Disallow Defendant Jeanne Green's Motion for an Award of Attorneys' Fees	John T. Mitchell
	MISC	HENDRICKSO	Declaration of Plaintiffs' Counsel in Support of Plaintiffs' Motion to Disallow Defendant Jeanne Green's Motion for an Award of Attorney Fees	John T. Mitchell
	CINF	HENDRICKSO	No Notice of Hearing was filed with the above Motion to Disallow	John T. Mitchell
			Document sealed	
12/23/2014	BREF	HENDRICKSO	Jeanne Green's Brief Supporting Fees and Costs	John T. Mitchell
	MISC	HENDRICKSO	Declaration of William F. Boyd in Support of Jeanne Green's Brief Supporting Fees and Costs	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User		Judge
12/23/2014	NOTC	HENDRICKSO	Plaintiffs' Notice of Non-Opposition to Defendant Jeanne Green's Memorandum of Costs as a Matter of Right	John T. Mitchell
	NOTC	HENDRICKSO	Plaintiffs' Notice of Non-Opposition to Defendant James Green's Memorandum of Costs as a Matter of Right	John T. Mitchell
	NOHG	HENDRICKSO	Notice Of Hearing re: defendant Jeanne Green's Application for Attorney's Fees and Costs	John T. Mitchell
	HRSC	HENDRICKSO	Hearing Scheduled (Motion for Attorney fees and Costs 01/07/2015 09:00 AM) Defendant Jeanne Green's motion	John T. Mitchell
1/2/2015	NOTC	HENDRICKSO	Notice of Telephonic Hearing on Motion to Withdraw as Attorneys for Plaintiffs re: Attorney E. Swartz	John T. Mitchell
	HRSC	HENDRICKSO	Hearing Scheduled (Motion to Withdraw 01/07/2015 09:00 AM) Attorney E. Swartz Plaintiff's Counsel's Motion to Withdraw as Attorneys for Plaintiffs	John T. Mitchell
	MOTN	HENDRICKSO	Motion to Withdraw as Attorneys for Plaintiffs	John T. Mitchell
	AFFD	HENDRICKSO	Affidavit of Eric B. Swartz in Support of Motion to Withdraw as Attorneys for Plaintiffs	John T. Mitchell
	MOTN	HENDRICKSO	Motion for Order Shortening Time for Hearing on Motion to Withdraw as Attorneys for Plaintiffs	John T. Mitchell
1/5/2015	MOTN	BOWERS	Motion for Plaintiffs' Counsel to Appear Telephonically at Hearing	John T. Mitchell
	ORDR	OPPELT	Order Granting Motion for Plaintiffs' Counsel to Appear Telephonically at Hearing	John T. Mitchell
1/6/2015	NOTC	HENDRICKSO	Notice of Non-Objection to Defendant Jeanne Green's Application for Attorney Fees	John T. Mitchell
	NOTC	HENDRICKSO	Notice of Non-Objection to Motion to Withdraw	John T. Mitchell
1/7/2015	ORDR	OPPELT	Order Settling Attorney's Fees and Costs in Favor of Defendant Jeanne Green	John T. Mitchell
	ORDR	OPPELT	Order Shortening Time for Hearing on Motion to Withdraw as Attorneys for Plaintiffs	John T. Mitchell
	ORDR	OPPELT	Order Denying Plaintiffs' Motion to Withdraw	John T. Mitchell
	JDMT	OPPELT	First Supplemental Judgment	John T. Mitchell
	CDIS	HENDRICKSO	Civil Disposition entered for: Green, James, Defendant; Green, Jeanne, Defendant; Green, Dwight Randy, Plaintiff; Green, Gary, Plaintiff; Lefor, Kathy I., Plaintiff. Filing date: 1/7/2015	John T. Mitchell

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

Date	Code	User	Judge
1/7/2015	DCHH	HENDRICKSO	John T. Mitchell
			Hearing result for Motion to Withdraw scheduled on 01/07/2015 09:00 AM: District Court Hearing Held Court Reporter: Julie Foland Number of Transcript Pages for this hearing estimated: Attorney E. Swartz by phone Attorney E. Swartz Plaintiff's Counsel's Motion to Withdraw as Attorneys for Plaintiffs
	DENY	HENDRICKSO	John T. Mitchell
			Hearing result for Motion to Withdraw scheduled on 01/07/2015 09:00 AM: Motion Denied Attorney E. Swartz by phone Attorney E. Swartz Plaintiff's Counsel's Motion to Withdraw as Attorneys for Plaintiffs
	DCHH	HENDRICKSO	John T. Mitchell
			Hearing result for Motion for Attorney fees and Costs scheduled on 01/07/2015 09:00 AM: District Court Hearing Held Court Reporter: Julie Foland Number of Transcript Pages for this hearing estimated: Defendant Jeanne Green's motion Kootenai County
	GRNT	HENDRICKSO	John T. Mitchell
			Hearing result for Motion for Attorney fees and Costs scheduled on 01/07/2015 09:00 AM: Motion Granted Defendant Jeanne Green's motion Kootenai County
1/22/2015	APSC	HUMRICH	John T. Mitchell
	NOTA	HUMRICH	John T. Mitchell
	CHJG	HUMRICH	Idaho Supreme Court
	NOTC	HUMRICH	Idaho Supreme Court
	APER	HUMRICH	Idaho Supreme Court
	APER	HUMRICH	Idaho Supreme Court
	APER	HUMRICH	Idaho Supreme Court
		HUMRICH	Idaho Supreme Court
			Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: Silvey Law Office Receipt number: 0001039 Dated: 1/22/2015 Amount: \$129.00 (Check) For: Green, Dwight Randy (plaintiff), Green, Gary (plaintiff) and Lefor, Kathy I. (plaintiff)
	BNDC	HUMRICH	Idaho Supreme Court
			Bond Posted - Cash (Receipt 1040 Dated 1/22/2015 for 100.00)
	BNDC	HUMRICH	Idaho Supreme Court
			Bond Posted - Cash (Receipt 1041 Dated 1/22/2015 for 200.00)
1/23/2015	CINF	HUMRICH	Idaho Supreme Court
			Certified copies to ISC (Notice of Appeal, Notice of Substitution of Counsel, First Supplemental Judgment, & Judgment), ROAs and receipt
2/5/2015	CCOA	HUMRICH	Idaho Supreme Court
			Clerk's Certificate Of Appeal - copy to file

Dwight Randy Green, Kathy I. Lefor, Gary Green vs. James Green, Ralph Maurice And Jeanne Green Revocable Inter Viv, Jeanne Green, Green Enterprises, Inc

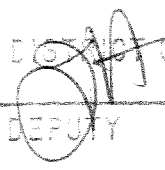
Date	Code	User		Judge
2/20/2015	CCOA	HUMRICH	Amended Clerk's Certificate Of Appeal - copy to file	Idaho Supreme Court
	MISC	HUMRICH	Clerk's Records due 4/24/2015	Idaho Supreme Court
	SCDF	HUMRICH	Supreme Court Document Filed- Amended Clerk's Certificate of Appeal	Idaho Supreme Court
3/6/2015	NLT	HUMRICH	Notice Of Lodging Transcript On Appeal by Julie K. Foland - Motion to Continue held on 9/29/2014, Motion for Summary Judgment held on 11/18/2014 and Motion on Attorney's Fees held on 1/7/2015	Idaho Supreme Court
	MISC	HUMRICH	Invoice dated 3/2/2015 from Julie Foland for transcripts - Motion to Continue held on 9/29/2014, Motion for Summary Judgment held on 11/18/2014 and Motion on Attorney's Fees held on 1/7/2015 \$253.50	Idaho Supreme Court
3/9/2015	BNDV	HUMRICH	Bond Converted (Transaction number 289 dated 3/9/2015 amount 200.00)	Idaho Supreme Court
	CINF	HUMRICH	Bond for transcript converted for payment to Julie Foland \$200. Julie to bill Silvey's office for balance due \$53.50	Idaho Supreme Court
5/28/2015	FIRT	OPPELT	File Returned	Idaho Supreme Court

ORIGINAL

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
1673 W. Shoreline Drive, Suite 200 [83702]
P.O. Box 7808
Boise, ID 83707-7808
Telephone: (208) 489-8989
Facsimile: (208) 489-8988
Email: eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Attorneys for Plaintiffs

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 SEP 13 PM 1 25
CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV 2013-01509

**VERIFIED COMPLAINT FOR
DECLARATORY JUDGMENT
AND INJUNCTIVE RELIEF**

COME NOW the above-named Plaintiffs, by and through their attorneys of record, Jones & Swartz PLLC, and as and for causes of action against the Defendants above named, complain and allege as follows:

**ASSIGNED TO
JUDGE BUCHANAN**

PARTIES

1. Plaintiff Dwight Randy Green (“Randy”) is a citizen of Hayden Lake, Idaho. He is the son of Ralph and Jeanne Green. He is also a shareholder of Green Enterprises, Inc.
2. Plaintiff Kathy Lefor (“Kathy”) is a citizen of Beaverton, Oregon. She is the daughter of Ralph and Jeanne Green. She is also a shareholder of Green Enterprises, Inc.
3. Plaintiff Gary Green (“Gary”) is a citizen of Tualatin, Oregon. He is the son of Ralph and Jeanne Green. He is also a shareholder of Green Enterprises, Inc.
4. Defendant James Green (“James”) is a citizen of Post Falls, Idaho. He is the son of Ralph and Jeanne Green.
5. Defendant James Green (“James”), as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, is a citizen of Post Falls, Idaho. He is President and a shareholder of Green Enterprises, Inc. James also serves as Jeanne Green’s Conservator. James is also the only Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust.
6. Defendant Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust is an Idaho Trust Estate.
7. Defendant Jeanne Green (“Jeanne”) is an Idaho citizen and an incapacitated person, and former majority shareholder of Green Enterprises, Inc.
8. Defendant Green Enterprises, Inc. (“Green Enterprises”) is a closely held Idaho corporation formed by family members of Ralph and Jeanne Green. Green Enterprises owns substantial real property holdings on the shore of Lake Pend Oreille, Bonner County, Idaho.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter and the parties to this case pursuant to Idaho Code § 10-1201, *et seq.*, and venue is proper in Bonner County pursuant to

GENERAL ALLEGATIONS

10. Plaintiffs reallege all allegations contained in this Complaint as if fully incorporated herein.

11. In 1965, Jeanne inherited 403 acres of property on the shore of Lake Pend Oreille (“Green Family Property”). The property originally belonged to Jeanne’s father, John van Schravendyk, and grandmother, Anna van Schravendyk, who were pioneers in the Idaho Panhandle.

12. The Green Family Property has approximately 3,500 feet of lake shoreline. Ralph and Jeanne lived in one of the four residences on the property.

13. In 1976, Jeanne decided to form an S Corporation to hold the Green Family Property (Green Enterprises). Green Enterprises generates income from logging operations and lake-shore leases for 16 cabin sites. Green Enterprises owns four cabins on the Green Family Property.

14. Beginning on or about March 4, 1976, Jeanne began gifting shares of Green Enterprises to each of her four children, James, Gary, Kathy and Randy, and to her husband, Ralph Green (“Ralph”). Jeanne continued gifting shares until James, Gary, Kathy and Randy each owned 10% of Green Enterprises’ shares, and Ralph held 15% of Green Enterprises’ shares.

15. Ralph and Jeanne have another child, Sheila Green (“Sheila”), who receives Social Security income and lives in a home owned by Ralph and Jeanne. Sheila did not receive any shares of corporate stock.

16. In 1977, James leased property from the Corporation and constructed a cabin. James’ motivation for building the cabin was to demonstrate to Ralph and Jeanne the

development potential for the property. However, Ralph and Jeanne believed he was building the cabin for his family, and when James asked to build a second cabin, they would not allow him to do so. James was angry at Ralph and Jeanne for preventing him from building additional cabins. He left the area, and rented out his cabin for several years.

17. Then, without providing an explanation to Ralph and Jeanne and his siblings, James abandoned the cabin in the 1990s. James' failure to maintain and repair the cabin became a liability for the Corporation. For years, Ralph and Jeanne communicated to Gary, Kathy and Randy their distress over James' refusal to pay for the electricity, taxes, and repairs for his cabin.

18. For decades after constructing his cabin, James rarely visited the Green Family Property or Ralph and Jeanne. He was highly critical of Ralph and Jeanne's management of Green Enterprises, repeatedly telling his siblings that he would not visit their parents because he could not stand to see how they had allowed the lake property to deteriorate.

19. In 1998, Ralph and Jeanne established the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust ("Trust") to hold their shares of Green Enterprises. The Trust income provided the care for both Ralph and Jeanne, and upon the death of both settlors, the property was to be distributed, in equal parts, to James, Gary, Kathy and Randy.

20. The Trust provided that in the event Ralph or Jeanne were no longer able to act as Trustee, the successor Trustees were, in order, Gary, James, Kathy, and Randy.

21. The Trust also provided for Sheila. She was to receive a life estate in real property in Oregon.

22. The Trust stated that the Trustee and any Successor Trustee could be removed at any time by either settlor during their lifetime upon written notice to the said Trustee or Successor Trustee.

23. The Trust stated that all beneficiaries were to be the blood descendants of Ralph and Jeanne and the lawful descendants of the ancestor designated, including children adopted before the age of eighteen.

24. In 2003, Jeanne sent a letter to James, Randy, Kathy and Gary in response to James and Barbara Green's request for a long-term lease from Green Enterprises for the cabin James built. In the letter Jeanne wrote to James, Randy, Kathy and Gary, she stated that she did not want to grant leases longer than five years to anyone outside the family. Jeanne noted in the letter that her heirs – James, Gary, Randy, and Kathy – each owned 10% of the Corporation. She also stated that she hoped no one would take the drastic step of selling the property for at least ten (10) years after her and her husband's death.

25. In about 2005 or 2006, Jeanne suggested encumbering the property with a conservation easement to protect the Green Family Property. Jeanne's desire for the Green Family Property was to preserve its natural state and to keep its ownership within the Green family. James opposed the idea of a conservation easement. James' interest was in selling and/or developing the Green Family Property.

26. In the spring of 2005, Jeanne sent another letter to James, Gary, Kathy, Randy and Sheila. Jeanne stated that she wanted the cabin James had constructed and abandoned to be rehabilitated for the use of all family members. She recommended the Corporation make repairs to the cabin, including a new roof and deck. She expressed concern that, in its present state, the cabin was a fire hazard. All stockholders approved the plan. In July 2005, James sent a letter stating that he had signed a quitclaim deed giving his abandoned cabin to the Corporation. A short time later, Ralph objected to Jeanne's plan to rehabilitate James' cabin for the benefit of all family members, and no repairs were made to rehabilitate the cabin.

27. In June 2005, Kathy wrote a letter to James, Gary and Randy, expressing concern about Ralph's behavior. She stated that while Jerry Lefor, property manager, and William Berg, corporate attorney, were in negotiations with a tenant, Ralph exploded in an angry outburst at Mr. Berg.

28. James responded in a letter, stating that he was concerned Ralph's anger might be scaring their mother. The following month, Kathy wrote a letter to her siblings, stating that she believed the changes in Ralph and Jeanne's behavior were signs of dementia. Kathy stated that she had observed her mother having memory problems and she noticed Jeanne was becoming more passive and withdrawn, while her father was exhibiting difficulty regulating his anger.

29. In July 2005, William Berg invoiced Green Enterprises for a conversation he had with James. The invoice references a discussion about developing the property. James then sent a letter to Randy, stating that he could not imagine why Mr. Berg would be so imprudent as to use the term "development." James thanked Randy for giving him a "heads up" about the use of the word "development" so he was able to straighten up the matter with Ralph and Jeanne.

30. Later that summer, Ralph told Kathy and Jerry Lefor that he was considering offering long-term leases to the tenants. In January 2008, James stated in a letter that if the Corporation returned to multi-year leases, it would be time for a showdown. James repeated his position about long-term leases, stating in a letter that he did not want the Corporation offering leases longer than one year to third parties.

31. Despite James' repeated strong stance against long-term leases in 2008, he convinced Jeanne and Ralph to give him a 39-year lease in 2011.

32. Ralph continued to exhibit irrational behavior towards several of the tenants. In July 2006, Ralph asked Kathy and her husband, Jerry Lefor, the property managers for Green

Enterprises, to accompany him to meet with two tenants over a property dispute. Upon arriving at the tenant's property, Ralph suddenly exploded in anger and began calling the tenant's husband derogatory names. Then, without provocation, he made a fist and lunged forward to punch the tenant's elderly husband in the face. Jerry Lefor interrupted Ralph's attempted assault by stepping between Ralph and the elderly man. Ralph believed there was a boundary dispute when, in fact, no dispute existed between the tenants.

33. On September 30, 2006, Ralph and Jeanne met with Rob Chatters, the corporate accountant, to discuss strategies for reducing inheritance taxes. Mr. Chatters recommended devaluing the property through a conservation easement to fulfill Jeanne's desire to restrict development and logging of the property.

34. In October 2006, Jeanne told Kathy that she and Ralph were considering gifting their corporate shares to their grandchildren or possibly distributing sections of the property to each of their children. James responded to the possibility that Ralph and Jeanne were considering gifting their shares to their grandchildren as another example of their cruelty toward James, Kathy, Randy, and Gary.

35. On January 18, 2007, James wrote a letter to Randy, stating that Ralph and Jeanne's failure to develop the property had left it in such a dismal state he could not tolerate visiting the property. He expressed his view that developing the property was essential for providing future economic support for all family members.

36. In February 2007, James sent a letter to Alan Rubens, a tax attorney he and Kathy had met with in 2006 for advice regarding potential estate taxes on the family property. In his letter, James told Mr. Rubens that he believed his parents had never been terribly reasonable and with increasing age were certainly not becoming more so in regard to estate planning and the

possibility of placing the property in a conservation easement. Mr. Rubens advised James that the officers and directors owed a fiduciary duty to the other shareholders, which required them to act reasonably to protect the assets of the Corporation for the benefit of the minority shareholders.

37. On April 1, 2007, James sent a letter to Gary and Kathy, proposing a development plan for Green Enterprises property. He stated that he used the word “family controlled” because it sounded better than “developable.” James justified the plan as a solution to the possibility of having to “walk away from our money and saying good-bye to our heritage.”

38. In May 2007, James sent a letter to Tevis Hull, the corporate attorney, inquiring about the status of an appraisal for Green Enterprises’ property. James also asked Mr. Hull about Ralph and Jeanne’s financial resources in the event they had a medical emergency. Mr. Hull stated that he believed Ralph and Jeanne had limited financial resources in the event of a medical crisis.

39. James began sending information opposing conservation easements to Gary and Kathy. In the summer of 2007, James distributed a binder containing 600 pages of negative articles about conservation easements to Gary, Kathy and Randy. James then delivered the binder of articles to Ralph and Jeanne in October 2007. In his letters to Gary, Kathy, and Randy, he referred to Ralph and Jeanne as “stupid idiots” because they did not expedite the appraisal, and lamented that they had created an estate tax issue because they had used the property as their medieval fiefdom.

40. In the fall of 2007, the same tenants that complained about Ralph the previous year asked to meet again with Jerry Lefor, property manager, regarding Ralph’s behavior towards them. The tenants complained that Ralph was shooting at dogs in the vicinity of people

walking along the lake. The tenants made other serious accusations about Ralph's behavior. Out of concern that their complaints could be the basis for legal action against Green Enterprises, Jerry Lefor contacted the corporate attorney, Tevis Hull, and told him about the tenants' accusations against Ralph. Mr. Hull expressed concerns to Jerry Lefor that Jeanne was becoming passive and Ralph was exhibiting signs of dementia. Although Mr. Hull told Jerry he would follow up and provide legal advice for managing the tenant problem before relocating to Idaho Falls, he did not contact Jerry Lefor before moving out of the area.

41. A short time later, James sent a letter to Gary and Kathy, stating that his son, Glenn Green, had told him that Jeanne had discussed nursing homes with him. James viewed this information as a sign that Ralph and Jeanne were beginning to recognize that they would not be able to remain in their home. This information was a departure from Ralph and Jeanne's repeated statements over the years that they wanted to die in their home.

42. In November 2007, James recommended that Ralph and Jeanne meet with Alan Rubens to discuss estate planning. James wanted Ralph and Jeanne to begin gifting more shares to their children to reduce the estate taxes. James sent a letter to Gary and Kathy, stating that if Ralph and Jeanne did not begin gifting more shares to their children by the end of the year, it meant they would probably not be gifting any more shares to them.

43. About 2008, Kathy, James, Randy, and Gary began taking a more active role in the management of Green Enterprises. Before this time, Ralph and Jeanne chose to manage Green Enterprises by themselves.

44. In 2008, Kathy, James, Randy, and Gary attended a shareholder meeting and began to learn more about Green Enterprises. At the 2008 meeting, Jeanne announced she was too tired to continue her position as a corporate bookkeeper, and the parties agreed to secure

bookkeeping services from a third party.

45. In the 2008 Board of Directors meeting, it was decided that there would be a phone conference the following month to discuss liability insurance, accounting statements, and tenant leases. Each of the shareholder's meetings from, at least, 2008 forward to the present was documented.

46. After the shareholder's meeting, Ralph failed to notify the directors that he had cancelled the scheduled phone conference to address corporate liability insurance, accounting statements, and corporate leases. James sent two letters to Gary, Kathy and Randy, stating that Ralph's failure to notify them about his decision to cancel the meeting was a demonstration of Ralph's vicious selfishness. James stated that he feared Ralph's vindictiveness at the slightest provocation might prevent them from inheriting more than their 10%. James advised Gary, Kathy and Randy that they needed to stay united.

47. Based on Ralph's refusal to have a meeting to discuss corporate liability insurance, Kathy sent a letter to William Berg, the corporate attorney, expressing concern that Ralph's irrational behavior might result in legal actions against the Corporation. Kathy emphasized the importance of acquiring liability insurance to protect corporate assets.

48. In 2006 or 2007, while Randy and his wife, Judy Paullus, were residing at a cabin at Camp Bay, Ralph had a medical episode. Randy was informed by a lessee that Ralph had become disoriented and that another lessee, Dr. Scott Burgstahler, was examining Ralph. Randy went to Ralph's home, which was only about 100 yards away. When Randy arrived, Dr. Burgstahler was still in the process of examining Ralph. Randy asked the doctor if he was checking for a possible stroke, and the doctor replied 'yes'. The doctor wanted Ralph to go to the local hospital for tests because he was concerned that Ralph may have suffered a TIA

(transient ischemic attack). Ralph was going to drive himself to the hospital, but Randy and Judy insisted on driving him. Randy and Judy do not know what tests were performed at Bonner General Hospital on that day.

49. In the summer of 2008, James and Barbara Green told Kathy and Jerry Lefor that they had observed Ralph having a minor stroke while they were at a restaurant. In previous years, Ralph and Jeanne had provided limited information about their medical issues.

50. About 2009, when Ralph was diagnosed with bladder cancer, James persuaded Ralph to talk with his physicians regarding his medical treatments. Thereafter, James began communicating with Ralph and Jeanne's physicians about their medical treatments. During this time period, James told Kathy that the medical incident Ralph experienced in 2006, that was originally believed to be mild a stroke, was actually a heart attack.

51. After many years of showing no interest in the cabin he built, James contacted Gary and Kathy in 2009 to discuss leasing the cabin he had abandoned. Kathy and Gary fully supported James and Barbara Green's desire to live in the cabin James built because Ralph and Jeanne were showing signs they needed additional support to be able to remain in their home. Kathy and Gary thought it would be a solution to their concerns about Ralph and Jeanne's safety and welfare to have family members living on the property to assist their parents.

52. James told Gary and Kathy that the cabin would need repairs that he believed would cost approximately \$25,000 to restore the cabin, and requested a lease of 15 to 20 years to secure his investment. Gary and Kathy did not support James' request for Green Enterprises to pay for the cost of making repairs because he was responsible for allowing the cabin to deteriorate. Kathy also objected to the length of the lease considering current corporate leases to third parties were for one year. Kathy recommended discussing his lease at the next corporate

meeting. James responded that he did not understand the purpose of discussing his lease at a corporate meeting.

53. On April 4, 2009, Gary, Kathy, and Jerry Lefor met with James and Barbara Green about rehabilitating the cabin to allow James and Barbara Green to live on the property and help care for Ralph and Jeanne. Gary and Kathy were unable to consider retirement at the lake due to concerns over acquiring health insurance. Since James would qualify for Medicare benefits in 2010, health insurance would not be a barrier for him relocating to the lake property. Gary and Kathy supported a 3-5 year lease to James as being in the interest of Ralph and Jeanne and Green Enterprises. Kathy asked James to notify Randy about his request to lease the cabin he built.

54. On April 6, 2009, Kathy consulted with Alan Rubens, tax attorney, for a legal opinion regarding leases to stockholders and payment for repairs to cabins leased by stockholders. Kathy and James had previously met with Mr. Rubens in 2007 regarding estate planning. He advised Kathy that the leases Green Enterprises offered should be for the same length of time and for the same price to both third parties and stockholders. Mr. Rubens also advised that the Corporation should not pay for maintenance repairs to cabins on leased corporate property. He expressed concern about one shareholder benefitting more than the other shareholders and a potential claim against the Corporation for breaching fiduciary responsibilities to all shareholders.

55. On April 7, 2009, James sent a letter to Gary and Kathy, stating that he was withdrawing his request to lease the cabin he constructed. On June 28, 2009, James stated in a note to Ralph and Jeanne that he was sorry he could not lease his cabin. James continued to have discussions with Ralph and Jeanne about making improvements and leasing the cabin he built.

56. In opposing James' request for a lease, Kathy and Gary were concerned with the preservation of the integrity of the S Corporation designation and their duty as shareholders to act in the best interests of Green Enterprises.

57. Jeanne and Ralph considered the lease to James a personal gift and believed Kathy and Gary were preventing them from gifting the lease to James. Ralph and Jeanne did not understand that the cabin was corporate property and leasing it for 20 years at a fixed rate to one stockholder was violating Subchapter "S" tax laws.

58. After telling Gary and Kathy that he did not want the lease a year earlier, James contacted Kathy and Gary again at the beginning of 2010 to discuss another lease. On February 6, 2010, James and Barbara Green met with Kathy and Jerry Lefor and stated that they had decided to renew their request for a 20-year lease. Barbara Green stated that they had grown close to Ralph and Jeanne during the past year, and James' parents wanted to provide a long-term lease and pay for rehabilitating James and Barbara Green's cabin as a gift.

59. During the meeting, Kathy expressed concern to James that a long-term lease to one stockholder at a fixed rate would potentially violate IRS tax rules. James told Kathy that obtaining a long-term lease did not matter because Green Enterprises was not operating like a corporation. During the same meeting, James told Kathy and Jerry Lefor that he planned to retire at the lake property as soon as a long-term lease for his cabin could be worked out.

60. In February 2010, Gary sent a letter to all of the Green Enterprise's stockholders and the corporate attorney, Tevis Hull, to request a corporate meeting to discuss the 20-year lease James requested from the Corporation. Mr. Hull then contacted all of the Green Enterprise's stockholders and told them that Ralph and Jeanne wanted to give James and Barbara Green a 30-year lease at \$3,000 annually for his cabin site. Mr. Hull placed James' lease on the

agenda for the next Board meeting.

61. Thereafter, without Gary and Kathy's knowledge, James continued to mislead his parents about Kathy and Gary's views regarding his lease. James' statements to Ralph and Jeanne began to drive a wedge between Ralph and Jeanne and their other children.

62. James led Ralph and Jeanne to believe that Kathy, Randy and Gary's opposition to James' cabin lease and cabin rehabilitation was a personal vendetta against James. James did not inform Ralph and Jeanne that Kathy and Gary's concerns were about maintaining the integrity of the Corporation.

63. On March 29, 2010, Kathy sent another letter to Alan Rubens, tax attorney, asking whether a long-term lease to one stockholder was an appropriate business transaction. Mr. Rubens advised that a fixed lease for 30 years at a highly discounted rate was probably not appropriate from a business standpoint. He also expressed concern about the income tax consequences of special treatment to an individual shareholder. He stated that James' lease could very possibly be viewed as a distribution to him that may be taxable. Additionally, Mr. Rubens stated that if an "S" Corporation made non pro-rata distributions to its shareholders, it could possibly lose its Subchapter "S" status, which would have serious tax consequences.

64. On April 2, 2010, the annual Board of Directors meeting was held. The following topics were discussed:

a. Jeanne stated at the beginning of the meeting that the property was originally her father's property and she wanted the property to go to her children. Ralph recalled a conversation he had with his father-in-law, John van Schravendyk, when he told him his desire was to have the property stay within the family.

b. Gary, Kathy and Randy cited the following concerns about a 30-year lease to

James: the amount of the lease was below fair market value; the lease would potentially jeopardize the Subchapter "S" corporate status; the possible negative impact on the corporate status for one stockholder receiving a gift; and there was no valid business purpose for the Corporation entering into the lease.

c. After discussing the lease for James and Barbara Green, the directors voted for two new bylaws. Jeanne, Ralph, and James Green abstained. The bylaws were approved blocking the 30-year lease to James and Barbara Green.

65. On May 4, 2010, James sent an email to the Green Enterprises Board members (Ralph and Jeanne, Gary, Kathy, and Randy) and corporate counsel, Tevis Hull, with many suggestive statements derogatory to his siblings, including: a comment about the "overall tone" of the April 2, 2010 corporate meeting where his request for a long-term lease was voted against; a question regarding his siblings' desire to sell a portion of the family farm; an insinuation that other family members were unconcerned about estate taxes; an insinuation that he was the only sibling thankful for our parents mitigating estate taxes; playing into fears of Ralph and Jeanne that estate taxes will force "extraordinarily unpleasant choices"; insinuations that his siblings, if they acquired control, would clearcut the forest and subdivide the property; and an implicit statement that alternative views would be a personal attack on James.

66. James' email of May 4, 2010, also posits about the corporate ability to meet the future needs of the youngest sibling, Sheila, who owns no shares in the Corporation. James asks if his siblings expect that future corporate income will be considered in "our shared obligation" to Sheila.

67. Several years later, in the April 2012 stockholders meeting, James stated that he had told Ralph and Jeanne in 2009 that he would rehabilitate his cabin, but Gary and Kathy were

opposed. James stated that Ralph and Jeanne became angry at Gary and Kathy because they thought Gary and Kathy were telling them what to do. James did not tell Ralph and Jeanne that he had withdrawn his lease three months earlier. James did not inform Gary and Kathy about the misrepresentations he made about them to Ralph and Jeanne. James began to paint his siblings as the parties standing in the way of his desire to retire to his cabin site on the Green Family Property to Ralph and Jeanne.

68. On July 2, 2010, the Board of Directors met again to discuss items carried over from the April 2010 meeting.

a. During the meeting, Ralph stated their only income was \$800 per month in Social Security, HUD payments of \$650 per month for Sheila's rent, and the corporate distributions.

b. Jeanne needed Ralph to tell her the date to place on the Corporate Minutes that were written by Tevis Hull, the corporate attorney. Ralph advised Jeanne to write July 2. Jeanne wrote exactly the information Ralph directed her to write, and she neglected to write the year. Later in the meeting, Jeanne was unable to recall the percentage of shares she owned in the Corporation and information about her personal funds.

c. Tevis Hull, the corporate attorney, facilitated the meeting and commented that the family appeared to be communicating and working well together.

d. James made a 30-minute presentation, outlining a proposal to sell all of the Green Family Property to a developer. James' presentation included a large map showing areas of the property he wanted to develop. James justified selling the property because the family did not have the necessary skills to manage the Green Family Property or Green Enterprises.

e. After James' presentation, Jeanne stated her opposition to selling the property

to a developer. She stated that the property had been in the family for over 100 years and she wished to have the property remain in the family. She did not want to sell any of the Green Family Property.

f. A shareholders meeting was held after the Director's meeting to vote on ratifying the new bylaws. A roll call vote was taken and the shareholders unanimously approved the new bylaws.

69. After the Directors meeting, Ralph told Kathy in a phone conversation that he planned to punish her, Gary and Randy for blocking James' 30-year lease. When Kathy visited her parents the following week, Ralph exploded and screamed at her, repeating that he planned to get even with her for blocking James' lease. Ralph would not talk to Kathy for the remainder of her visit. Ralph did not comprehend that he and Jeanne had the combined shares to prevent the Corporation from approving the new by-laws passed in the April 2010 Board meeting that blocked James and Barbara Green's 30-year lease.

70. While Kathy was visiting her parents in July 2010, she toured the cabin James had abandoned. She observed that the cabin had a new roof, deck and windows, and the wood floors were in the process of being refinished. James and Ralph and Jeanne did not provide financial information to the stockholders earlier in July about the corporate funds invested in the cabin.

71. In July 2010, James sent two letters to Gary, Kathy and Randy, stating his continued opposition to conservation easements. James stated that there was such a "punitive interest" in his parents' hearts. In the letters, James also expressed concern that a train wreck was going to happen. He noted that Jeanne was quickly losing her mental faculties and that it was impossible to discuss the future with Ralph.

72. On July 19, 2010 and August 22, 2010, James sent three letters to Gary, Kathy,

Randy, Ralph and Jeanne, and Tevis Hull, stating his opposition to conservation easements and his opinion that the property would be better cared for if people had a financial interest.

73. In September 2010, all of the stockholders received notice of a special meeting of Green Enterprises from Tevis Hull, the corporate attorney. The only item on the agenda was changing the corporate bylaws to reduce the number of directors from six to three. Mr. Hull presented a diametrically different view in the letter regarding the family's ability to communicate, from his statement two months earlier during the Directors meeting that the family was working well together. The opinion Mr. Hull presented in the letter reflected James' comments in the July 2010 Directors meeting that the family was unable to work together.

74. Mr. Hull also stated in the letter that Ralph and Jeanne did not think the family was taking their desire to place the property in a conservation easement seriously as a common goal, as it had been in Jeanne's family for over a hundred years. James was the only stockholder who had repeatedly expressed opposition to a conservation easement.

75. Ralph and Jeanne believed the new corporate bylaws that were passed blocking James and Barbara Green's lease indicated they were losing control of Green Enterprises. James convinced Ralph and Jeanne that eliminating Gary, Kathy and Randy as directors would allow them to grant him a 30-year cabin lease.

76. On September 16, 2010, Kathy wrote a letter to Alan Rubens asking for advice regarding Ralph's threat to get even with her, Gary and Randy for blocking James' 30-year lease. Kathy explained that a special stockholders meeting was scheduled for October to reduce the number of directors from six to three. Kathy asked Mr. Rubens for advice in protecting her corporate shares, concerns about her parents' incapacity issue, and shared concerns that Ralph and Jeanne were insuring a corporate vehicle with AARP insurance and did not seem to

understand that personal insurance would not cover an accident in a corporate vehicle.

77. Mr. Rubens advised that a below market lease and/or a long-term lease that would have the effect of reducing the value of the Corporation and/or ability to liquidate the assets, could be considered a breach of the management's fiduciary duty.

78. At the October 22, 2010 meeting:

a. Jeanne stated that all of her children would inherit the property, but she wanted it put into a conservation easement so the property could not be developed.

b. Tevis Hull, the corporate attorney, stated that the decision to enter into a conservation easement would be a stockholder decision.

c. Jeanne stated again in the meeting that the reason for the meeting was all about her and Ralph being able to allow James to have his 30-year lease.

d. Kathy stated that James wanted to develop the property and put in a marina. Ralph stated that James did not want to develop the property. Jeanne stated that James would not be allowed to develop the property if it was in a conservation easement. James was silent during the discussion.

e. Jeanne stated again that the conservation easement organization would not allow James to develop and sell the property. Randy stated that the property could be sold. James stated that the comments were not relevant and directed the discussion back to reducing the number of directors.

f. Ralph stated that he wanted James to remain on the Board because he was going to sell his place and move to the corporate property. James stated that the directors' vote to block his lease in April 2010 had set his retirement plans back a year.

g. Kathy expressed concern that James would use his long-term lease as leverage

to force development of the property. Jeanne stated he would not be able to do a development.

h. Tevis Hull, the corporate attorney, stated that if Ralph wanted to do a 30-year lease for James, he would have a serious talk with him about the issues to determine whether a lease to James was a benefit to Green Enterprises.

i. Jeanne, James and Ralph, who together controlled 70% of Green Enterprises, voted to change the bylaws, and Gary, Kathy and Randy were voted off the Board.

79. After the stockholders meeting, the Board of Directors, consisting of Ralph, Jeanne and James, met and a motion was approved authorizing Tevis Hull to provide a legal opinion to all the stockholders regarding the appropriateness of long-term leases to stockholders. Mr. Hull wrote the opinion letter on December 17, 2010, but withheld it from Gary, Kathy and Randy until June 2011, when he gave the letter to John Finney, attorney.

80. Also during the October 22, 2010 Board of Directors meeting, Ralph stated that he wanted to rent out the three unoccupied corporate cabins because he and Jeanne needed the income. James advised Ralph to hold off on renting the unoccupied corporate cabins, reminding Ralph about a plan the two of them had previously discussed. Ralph then held back from making any further statements about renting out the cabins. Kathy inquired about the plan James and Ralph had discussed, but they would not answer her questions.

81. After Gary, Kathy and Randy were voted off the Board, James continued to tell Ralph and Jeanne that he wanted a long-term lease and was ready to retire on the family property as soon as he had the long-term lease.

82. On January 1, 2011, Jeanne was injured during a slip-and-fall incident. She resided with Ralph at the time in a corporate owned home on the Green Family Property. Neither Jeanne nor Ralph could appreciate Jeanne's need for medical care.

83. A Directors meeting was held on January 13, 2011, for the purpose of offering long-term leases to the stockholders. James was aware that Jeanne was bedridden, in severe pain, the same day the Directors meeting was held. James has not communicated information about Jeanne's injury and hospitalization to Gary, Kathy and Randy to this date.

84. Kathy learned about Jeanne's injury in mid-January. She talked to her mother in the hospital and found her to be very confused. Following Jeanne's discharge from the hospital to the Life Care Rehabilitation Center, her memory problems became even more apparent. Jeanne was very confused. She expressed being fearful over the difficulty she was having remembering recent events.

85. On February 21, 2011, Jeanne was to be discharged. Kathy spoke with Irene Mitchell, the Director at the Life Care Center, and expressed concerns to her about Ralph's ability to care for her mother. Ms. Mitchell informed Kathy that Jeanne would have a full time caretaker living in her home the first month, so she would not have to worry about her. She stated that Jeanne's care needs would be re-evaluated after one month.

86. About February 21, 2011, Kathy called Ralph to inquire if he needed help caring for Jeanne. Ralph became agitated and irrational in response to Kathy's concerns, and denied that he needed any assistance caring for Jeanne, stating they had people that would take care of her. He told Kathy to stay away and not bother them.

87. On February 22, 2011, one day after Jeanne's discharge from the Life Care Rehabilitation Center, a letter signed by Jeanne was sent to all stockholders stating that a Board of Directors meeting had been held on January 13, 2011, for the purpose of granting each shareholder a 39-year lease at \$10.00 per year. The Board of Directors meeting was held during the time period when Jeanne was bedridden and in severe pain due to her January accident.

88. On February 22, 2011, another letter, signed by Ralph, was sent to the stockholders, offering each stockholder a cabin lease for 39 years at \$10.00 per year.

89. James prepared and wrote the leases offered to the stockholders.

90. On March 2, 2011, James sent a letter to Gary, Kathy and Randy, with an attached letter from a person by the name of Steve Klatt addressed to James and dated February 25, 2011. James introduced Steve Klatt as a former Bonner County Commissioner who had been contacted regarding zoning issues for the cabins that the stockholders were offered to lease for 39 years.

91. In Steve Klatt's letter dated February 25, 2011, he stated that current zoning codes would not allow for equal building rights for the cabins that the stockholders had been offered to lease for 39 years. Mr. Klatt recommended re-parceling the property and moving several of the cabins to allow each of the Green family members to have an equal right to share and enjoy the family ground.

92. Also in Mr. Klatt's February 25, 2011 letter to James, he stated that Bonner County would require the preparation of an Exhibit showing all existing residential structures and which ones would be designated primary residences for the future and which would remain non-conforming cabins in order to re-parcel the property and move the cabins.

93. On March 2, 2011, Randy sent a letter to the Board of Directors and Tevis Hull with questions about the lease offer. In the letter, he also stated that the May 1, 2011 deadline did not allow enough time to make a decision regarding the 39-year lease offer for \$10.00 per year.

94. On March 14, 2011, Gary and Kathy received another letter from Steve Klatt. Mr. Klatt stated that he had become involved with helping James secure the necessary permits for James' cabin restoration. Mr. Klatt stated in his letter that he was opposed to conservation

easements, so he asked Ralph and Jeanne if they had reviewed their personal estates recently in light of changing inheritance laws. Mr. Klatt then stated that, with Ralph and Jeanne's encouragement, he researched estate attorneys and introduced them to Rich Wallace, an estate planning attorney in Coeur d'Alene, to review their wills.

95. On March 8, 2011, Mr. Klatt invoiced Green Enterprises for a meeting in Coeur d'Alene with Rich Wallace to discuss Ralph and Jeanne's wills. On March 11, 2011, only three days later, Mr. Klatt invoiced Green Enterprises for another meeting he attended with Ralph and Jeanne and Rich Wallace, held on Green Enterprises' property.

96. On March 16, 2011, Mr. Klatt spoke with Kathy on the phone and encouraged her to sign the 39-year lease that the Board of Directors offered for \$10.00 a year to all shareholders at the January 13, 2011 Board of Directors meeting. Gary also had a similar conversation with Mr. Klatt.

97. Kathy was reluctant to make a long-term decision, considering Jeanne's recent medical issues and the symptoms of dementia she was exhibiting.

98. Kathy provided Mr. Klatt with specific examples of Jeanne's memory problems. Mr. Klatt commented that Jeanne was obsessed with her memory issues, but he noted she was not as bad as his 91-year-old mother.

99. Kathy, Gary and Randy had never heard their parents mention Steve Klatt's name during frequent conversations with them over many years prior to James' March 2, 2011 letter.

100. Kathy, Gary and Randy learned that Mr. Klatt had been hired by James for consultation regarding zoning permits to put a wing on his home. Mr. Klatt is a real estate developer. Mr. Klatt was also being paid by Green Enterprises. Mr. Klatt did not inform the stockholders that he was a property developer.

101. On March 21, 2011, Mr. Klatt sent another letter to Kathy, Gary, Randy and James. The letter stated that the Corporation had paid for a new roof and deck on the cabin that James was offered a long-term lease on. The letter stated that James had reimbursed the Corporation \$14,000 for these repairs. However, the corporate income statements for 2010 and 2011 do not show receipt of \$14,000 for repairs to corporate property.

102. On March 25, 2011, Tevis Hull, corporate attorney, wrote to Randy that he would not be responding to his March 2, 2011 questions, stating that they would be answered at the annual stockholders meeting. In addition, Mr. Hull stated that the stockholders would be receiving a letter from Steve Klatt.

103. On April 11, 2011, Randy wrote a letter to Steve Klatt, stating that he was not getting answers to his questions about re-parceling the property for the corporate cabin leases for stockholders.

104. On April 13, 2011, Mr. Klatt sent a letter to all stockholders stating that Gary, Kathy and Randy would not have building rights for the cabins they were offered to lease from the Corporation.

105. On April 21, 2011, Mr. Klatt invoiced Green Enterprises for a meeting he attended with James, Ralph, Jeanne, and Rich Wallace, the estate planning attorney from Coeur d'Alene.

106. Despite receiving the March 2, 2011 letter from James sent to Gary, Kathy and Randy, and receiving a letter from Mr. Klatt on April 13, 2011, stating that the building issue was not resolved, Gary, Kathy and Randy received a letter from James stating that their failure to accept the lease offer was being interpreted by Ralph and Jeanne as an insulting repudiation of their best intentions.

107. James did not state in the April 17, 2011 letter he sent to Gary, Kathy and Randy whether both he and Steve Klatt had communicated to Ralph and Jeanne that the problems with the lease offers presented to Gary, Kathy and Randy had not been resolved.

108. In the letter, James stated that he had signed the 39-year lease offer for \$10.00 per year. James also stated in the letter that because Kathy, Gary and Randy had not signed the 39-year lease at \$10.00 per year, the nightmare scenario he had put on the table many years before was coming true. James stated that Ralph and Jeanne were considering gifting all of their shares to a conservancy.

109. Out of concern for the Corporation's future financial wellbeing and possible tax issues regarding the leases Ralph granted to stockholders for 39 years at \$10.00 per year, Kathy, Gary and Randy authorized John Finney, an attorney, to send a letter on April 18, 2011, to the tenants of Green Enterprises, informing them that long-term leases signed between them and Green Enterprises could be questioned until the legal capacity, competency, and conduct of Ralph and Jeanne were resolved.

110. On April 28, 2011, John Finney sent a letter to Tevis Hull stating that Ralph and Jeanne's competency and their legal capacity to execute business documents needed to be addressed immediately.

111. On April 29, 2011, Steve Klatt sent a letter to all stockholders of Green Enterprises. In the letter, Mr. Klatt stated that a Special Board of Directors meeting was held the same day and the stockholder leases were discussed for incorporating revisions and extending review dates. Mr. Klatt stated that the revised leases would be distributed and the date for reviewing the new lease offer would be extended through June 18, 2011.

112. On May 5, 2011, John Finney sent a letter to Tevis Hull, Steve Klatt, and Rich

Wallace, listing the following topics for their meeting: the competency of Ralph and Jeanne; legal capacity of officers or agents; corporate vs. personal structure/rights; officer identity and authority; long-term shareholder leases; tenant leases; corporate insurance; and financial records.

113. On May 11, 2011, Steve Klatt recorded a durable power of attorney for Jeanne, naming James as the successor attorney in fact for Jeanne upon Ralph's death. At the time, Kathy, Randy and Gary were unaware of the appointment.

114. On May 24, 2011, John Finney, attorney for Gary, Kathy and Randy, sent a letter to Tevis Hull, with copies to Steve Klatt and Rich Wallace, stating that the continued pressing matter of Ralph and Jeanne's competency needed to be addressed in an expeditious and open and transparent manner.

115. On June 2, 2011, the Board of Directors met and approved a new lease for James and Barbara Green for a term of 39 years at \$4,050.00 per year with lease rate adjustments based on the consumer price index. The Board approved the same lease terms to the other stockholders, but Green Enterprises did not prepare and offer a new lease to the other stockholders. Gary, Kathy and Randy were not told about James and Barbara Green's lease until July 8, 2011.

116. In the June 2, 2011 Board of Directors meeting, Ralph approved presenting information on the use of Deed Restrictions to address concerns about possible subdivision of the property in a workshop following the annual stockholders meeting. Also on June 2, 2011, the Board of Directors approved the preparation of a building location Exhibit required by Bonner County for relocating the corporate owned cabins to allow Gary, Kathy and Randy to have long-term leases on the cabins.

117. On June 5, 2011, James and Barbara Green signed the 39-year lease for \$4,050

per year. Tevis Hull, Green Enterprises' corporate attorney, notarized the lease contract.

118. On June 10, 2011, James was named the Successor Trustee for the Trust, replacing Gary and the other siblings as Successor Trustees.

119. The Trust states that the Trustee and Successor Trustees must be notified in writing upon their removal. The change was unknown to Kathy, Gary and Randy until December 19, 2012.

120. On June 23, 2011, the Trust was amended again to provide that if the grantor does not agree to a conservation easement, then the assets of the Trust will be divided between the Boy Scouts, Girl Scouts, and the Gamlin Lake Cemetery. Kathy, Gary and Randy did not see this amendment until December 19, 2012.

121. On July 9, 2011, the stockholders meeting was held. James and Ralph would not allow Jeanne to exercise her duty as Secretary for the Corporation under the corporate bylaws to read the minutes from the last meeting that had been written by Tevis Hull. James interrupted Jeanne when she began to read the minutes. James and Ralph believed that Jeanne was not capable of reading the minutes. Jeanne acquiesced and did not attempt to read the minutes after James and Ralph objected.

122. During the July 9, 2011 stockholders meeting, Randy stated that he had asked Tevis Hull on March 2, 2011, for a legal opinion regarding the 39-year for \$10.00 per year lease offer, and Mr. Hull had not responded. Mr. Hull responded that if he made an error, he apologized. In the meantime, the Directors approved a new long-term lease for James and Barbara Green. Ralph, Jeanne and James, the corporate directors, did not explain why Randy's questions had not been answered.

123. After the July 9, 2011 stockholders meeting, a re-parceling workshop was

presented by Steve Klatt to the shareholders to discuss possible ways to re-parcel the property so that the cabins offered in the long-term leases could be expanded and improved upon. Several options for re-parceling the property were suggested. Randy recommended combining the survey work required for the re-parceling with survey work required for a conservation easement, to save the Corporation money.

124. While Mr. Klatt pitched the re-parceling as a proposed plan, in actuality, the property had already been re-parceled and filed with Bonner County without Gary, Kathy and Randy being informed. Mr. Klatt informed Gary, Kathy and Randy in a letter he sent them on January 16, 2012, that the re-parceling had been filed in May 2011.

125. Following Mr. Klatt's presentation on re-parceling, there was a meeting with representatives from the Clark-Fork Pend Oreille Conservancy ("CFPOC"). The meeting was to be the beginning of discussions that the CFPOC estimated would take 18 months or more about the proposed conservation easement. At the conclusion of the meeting, the representatives of CFPOC stated that they wanted all family members to participate in a series of meetings before signing an agreement.

126. After the meeting with the CFPOC representatives, and as he was exiting the building, Ralph exploded and screamed that he no longer considered Kathy, Gary and Randy to be his children.

127. After Ralph and Jeanne left the building, James and Steve Klatt met with Gary, Kathy, Randy, and John Finney.

a. During the meeting, James and Steve Klatt told them that they had seen Jeanne and Ralph's trusts and stated that they had changed their trusts to give the property to the Boy Scouts, Girl Scouts, and the Cemetery. Gary, Kathy and Randy did not learn until

December 2012 that Ralph and Jeanne's wills distributed the property equally to their four children.

b. Kathy expressed concern to James and Mr. Klatt about Jeanne's health and safety with her dementia and Ralph's irrational, angry behavior. Gary expressed concern that should Jeanne have a medical issue and Ralph deferred medical treatment, she could die.

c. Gary expressed concern about the difficulties that would be faced in getting the conservation easement successfully completed given Ralph and Jeanne's dementia and current physical and mental health issues.

d. Steve Klatt said it was too late for James to dissolve the 39-year lease he signed, and James agreed.

e. James stated that he imagined a development plan for the property and stated he would give up his 39-year cabin site lease if Kathy, Randy and Gary agreed to follow his master plan for the development of the property. Steve Klatt expressed agreement with James' master development plan.

f. James noted Ralph's irrational behavior, stating his observations that Ralph would go nuts whenever he thought he was losing control.

g. Also during the meeting, James described the cabins that Gary, Kathy and Randy were offered to lease as "hovels" and stated he would not live in any of them.

128. On July 9, 2011, the same date as the stockholders meeting, James and Barbara Green signed loan papers purchasing the cabin located on his lease property for \$13,000. Information about the sale of the cabin to James and Barbara Green was withheld from Gary, Kathy and Randy until December 2011. The price of the cabin was below fair market value. All the contracts for James and Barbara Green were notarized by Tevis Hull, the corporate attorney.

129. Green Enterprises provided a loan to James and Barbara Green for the cabin purchase. The beginning date for the loan is 2003, eight years before the actual signing of the loan document. Gary, Kathy and Randy did not receive information about the corporate loan to James and Barbara Green until December 2011. Tevis Hull, corporate attorney, notarized the loan contract.

130. In August 2011, Jeanne resigned from her position as the corporate secretary, with no reason given. James' son was appointed as the new Secretary of Green Enterprises.

131. Later in August 2011, Gary, Kathy and Randy were given the opportunity to purchase run-down cabins that were the same cabins offered in the 39-year lease opportunity. They were not offered a loan from the Corporation, as James and Barbara Green were offered. Gary, Kathy and Randy were given only three weeks to secure financing, and they were not offered a lease for the property underneath the cabins to support financing.

132. On August 23, 2011, John Finney sent a list of questions to Tevis Hull, and question #10 specifically asked if there was a lease that went with the cabin purchase offer. That question was never answered.

133. On September 7, 2011, Tevis Hull responded to John Finney's letter, stating that Gary, Kathy and Randy could negotiate a one-year lease with their cabin purchase; however, James and Barbara Green would be allowed to keep their 39-year lease.

134. The July 9, 2011 stockholders meeting was continued on September 9, 2011. At this time:

a. Ralph stated that Gary, Kathy and Randy had been offered \$10.00 per year leases, but turned them down. He stated that they made the offer so they could pass the cabins down to their children. Ralph did not recall that he withdrew the leases that were offered to them

on April 29, 2011. Ralph did not recall that Steve Klatt's letter also stated that the leases were being re-written and they would have until June 18, 2011 to review the new lease offer.

b. Ralph did not recall that in the two previous Board meetings held on April 29, 2011 and June 2, 2011, the Board approved a new lease for 39 years at \$4,050 per year for the stockholders, but that the new lease had not been offered to Gary, Kathy and Randy.

c. Ralph did not recall that James was the only stockholder offered the new lease.

d. James was silent during the discussion about the long-term leases to stockholders. He did not explain why Gary, Kathy and Randy had not been offered a new lease.

e. The attorneys present determined there was an improper counting of the votes for the Board of Directors at the October 2010 meeting.

f. Upon revote, the directors were Ralph, James, and Randy. Jeanne was excluded from the Board. Jeanne, Ralph and James voted their shares together, and one of them could not be on the Board.

g. Jeanne initially stated that she wanted to remain on the Board because she had the most money in the Corporation, but after meeting outside the conference room with James and Ralph, she removed her name from consideration for a director position. And, despite having acknowledged that she was not going to be a director with a vote, she continued to vote at the meeting. She even continued to vote after Mr. Hull explained to her that she did not have a vote.

h. At the September 9, 2011 meeting, Ralph announced that Green Enterprises decided to pay for the repair of James' cabin. He announced that the Corporation had paid for a new roof, windows, water system, doors, and deck.

i. James stated that he had no idea about the corporate generosity until the work was completed.

135. James used his impending retirement to receive gifts from his parents. He continually delayed actually moving to the cabin while Jeanne and Ralph increased their gifts to convince James to retire to the property.

136. After the stockholders meeting, Tevis Hull, Steve Klatt, Gary, Kathy and Randy met with representatives from the CFPOC.

137. Jeanne wanted to stay for the meeting, but Ralph did not want to stay and refused to let Jeanne stay.

138. Ralph had an emotional outburst at Gary, Kathy and Randy, screaming that he was upset because he believed they had filed litigation against him and Jeanne for being incompetent.

139. Tevis Hull intervened, stating that Ralph did not understand the letter and that Ralph was feeling threatened. He asked Ralph to step out in the hallway so he could explain the letter to him.

140. Ralph proceeded to yell at Gary, Kathy and Randy, shouting at them that “if their mother was incompetent, she was incompetent” and asked them what they were doing to help her.

141. Ralph blamed Gary, Kathy and Randy for not giving James the lease and for not signing leases themselves.

142. Although Ralph had prevented them from having contact with Jeanne for the past year, Ralph accused them of not doing anything to help their mother.

143. James did not attend the meeting with CFPOC, stating that he had heard it all

before, despite the earlier request of the CFPOC representatives that all family members attend the meeting. Gary, Kathy and Randy attended the conservation meeting with Tevis Hull, Steve Klatt, John Finney, and the representatives from the CFPOC.

a. At the beginning of the meeting, Gary stated that the Corporation was doing something with re-parceling that no one understood related to where home sites would be, and expressed concern about a line being drawn for the conservation easement before knowing where the home sites could be located on the property.

b. Randy expressed fear that Ralph would not understand the process involved in signing the agreement, and would retaliate against them. Both Tevis Hull and Steve Klatt acknowledged Ralph's anger issues and being the targets of his anger, too.

c. Steve Klatt stated that he would talk to Ralph and Jeanne and incorporate Gary, Kathy and Randy's comments into the letter of intent to move forward with the conservation easement so that Ralph would get angry at him instead of at Kathy, Gary and Randy.

d. Tevis Hull stated that Ralph and Jeanne understood Gary, Kathy and Randy were fully supporting a conservation easement from the July 2011 meeting.

e. Tevis Hull stated that he would have Gary, Kathy and Randy's back and protect them from any possible retaliation from Ralph.

f. Kathy expressed concern for her mother's safety, considering the angry, volatile and irrational behavior Ralph was exhibiting. Gary expressed similar concerns.

g. Gary asked Eric Grace and Kyler Wolfe, the representatives from the CFPOC, to get the letter of intent out as soon as possible because he thought it might be the last thing his mother would see and be able to understand that she had gotten the conservation easement she

wanted. The representatives stated they would make it a priority to draft the letter of intent.

h. Kyier Wolfe stated that a letter would be drawn up and sent to Steve Klatt and copied to all family members. Steve Klatt would facilitate communication between CFPOC and the Green family members.

144. On September 14, 2011, Kathy spoke with Tamina Boonisar, an investigator with Adult Protective Services, regarding her concern for her mother's safety and the safety of other people in the area based on Ralph's angry outbursts and access to a rifle. Kathy also expressed concern that James and Barbara Green were financially exploiting Ralph and Jeanne based on the lease they had recently signed and promises they had made to Ralph and Jeanne to retire on the property but had not fulfilled.

145. On September 15, 2011, the CFPOC sent a letter to the corporate directors, Ralph, James, and Randy, requesting their signatures for the Letter of Intent for a conservation easement. This was a significant departure from the procedure stated by the CFPOC representatives in the September 9, 2011 meeting that a vote of the stockholders would be used. Randy, then serving as a director, was not informed of any changes made between Green Enterprises and CFPOC regarding signatures on the letter of intent. No vote was taken by the Board of Directors authorizing a change in procedure stipulating only the corporate directors would sign the Letter of Intent with an attached a map showing the Green Enterprises property included in the conservation easement.

146. James sent a letter to the stockholders and Eric Grace, the CFPOC President, stating that he had signed the Letter of Intent on September 15, 2011.

147. On September 23, 2011, Kathy contacted Mr. Grace about the change in the procedure outlined in the meeting the previous week. She expressed her disappointment that she

and especially her mother were not listed as signers on the Letter of Intent. Kathy expressed concern to Mr. Grace that Ralph and James did not stay for the family planning meeting for the conservation easement and would not allow Jeanne to attend. Mr. Grace responded to Kathy that he had noticed Ralph and James' unwillingness to stay. Mr. Grace told Kathy that he had not met James.

148. Randy did not receive any communication from Steve Klatt, who was designated to be the communicator between CFPO and Green Enterprises about the change in procedure.

149. In addition, Randy was not contacted by the other directors, James and Ralph, about the decision to eliminate the shareholders from signing the Letter of Intent.

150. Tamina Boonisar, the APS investigator, followed up on Kathy's report to APS and interviewed Ralph on September 24, 2011, about the lease agreement between the Corporation and James. Ralph did not know that the original lease offer and the revised lease had not been offered to Gary, Kathy and Randy, as was approved in the April 29, 2011 and June 2, 2011 Board of Directors meetings. Ralph did not know that James was the only stockholder offered the revised lease.

151. Ralph told Tamina Boonisar that he and Jeanne wanted to put the property into a conservation easement so it could not be subdivided and developed.

152. Tamina Boonisar contacted Steve Klatt to verify the information Ralph told her. According to the Adult Protective Services report, Mr. Klatt confirmed the information Ralph provided to Tamina Boonisar about the stockholder lease offers. Mr. Klatt did not tell Tamina Boonisar that he had sent a letter to the stockholders on April 29, 2011, withdrawing their lease offers and telling them they would receive another lease offer. Mr. Klatt did not tell Tamina Boonisar in September 2011 that they had not received the same lease offered to James and

Barbara Green in June 2011.

153. Tamina Boonisar recommended hiring an attorney to seek an outside guardian for Jeanne.

154. In response to John Magnuson's letter stating that October 15, 2011, was the deadline for voicing concerns about the easement, John Finney sent a letter to John Magnuson on October 17, 2011, to set up a meeting to discuss stockholder concerns related to the conservation easement.

155. On October 18, 2011, Kathy sent a letter to Randy, thanking him for listening to the recording of the CFPOC meeting on September 9, 2011. Randy stated that neither representative who attended the meeting mentioned an October 15, 2011 deadline in the meeting for citing concerns about the conservation easement. In the letter, Kathy also documented comments that the CFPOC President made to her during her conversation with him on September 23, 2011.

156. On October 26, 2011, the CFPOC President sent a letter to Tevis Hull stating that until there was strong agreement on the part of all shareholders, his organization had decided to table further work on the project. The letter went on to state that he hoped there was consensus among the shareholders to continue the project.

157. Until this communication, there had been no official communication between CFPOC and the Green Enterprises Board or the stockholders. It is unknown where CFPOC received their information about stockholder reluctance. It is also unknown which stockholders the CFPOC referenced in its letter.

158. On October 26, 2011, Tevis Hull forwarded the CFPOC correspondence by email to Randy, informing Randy that the CFPOC had voted to end discussions with Green

Enterprises, and including a discussion about an “imperative” need for the first Board meeting since September 9, 2011. The reasons stated by the corporate attorney for the Board meeting were the future directions of the Corporation and the “many additional issues that need to be addressed by the board.”

159. Gary, Kathy and Randy were not informed about the communications between Green Enterprises and the CFPOC representatives, Eric Grace and Kyler Wolfe, after they attended the family meeting on September 9, 2011.

160. On October 28, 2011, the Trust was again purportedly amended to disinherit Gary, Kathy and Randy completely. All of the Trust property was now going entirely to James.

161. None of the disinherited siblings knew of the purported amendment to the Trust until December 17, 2012.

162. On October 31, 2011, John Finney sent a letter to Gary, Kathy and Randy, stating that he had a good meeting with John Magnuson on October 25, 2011, about issues related to the conservation easement.

163. On December 15, 2011, Tevis Hull responded to Randy’s questions from November 30, 2011, and provided the cabin purchase and loan contracts for James and Barbara Green, signed on July 9, 2011.

164. The combined shares of Ralph, Jeanne, and James were all being leveraged against the freshly disinherited siblings. James received a long-term lease and claimed it was an equal distribution of corporate assets, putting the S Corporation status at risk.

165. In January 2012, out of concern for Jeanne’s physical, mental and financial safety, Gary, Kathy and Randy hired an attorney and initiated proceedings to have a guardian appointed for Jeanne. Information about Ralph and Jeanne’s medical conditions and hospitalization was

being concealed from Gary, Kathy and Randy.

166. On February 17, 2012, James and Ralph signed a Resolution for a Conservation Easement. The resolution specifically stated “Jeanne Green as the senior living member of the van Schravendyk family has a very strong desire to ensure the land remains intact for the next century for the entire family’s benefit and feels a conservation easement for the forest is the most desirable method for ensuring continuity of ownership.”

167. On April 28, 2012, at the annual stockholders meeting, Jeanne did not attend. There was no reason given for her absence. James and Ralph elected James’ brother-in-law to serve on the Board of Directors.

168. After the annual stockholders meeting, the Board of Directors met. James and Ralph prevented Kathy and Gary from attending the meeting, and Randy was in the hospital and unable to attend the meeting.

169. Kathy and Gary went to visit Jeanne following the meeting, and she did not respond to the knock at the door. The two went inside and found Jeanne unable to recognize them as her children. She related that she had been instructed to stay in a designated area of her home. Gary and Kathy were shocked by Jeanne’s weight loss and inability to recognize them. Although Jeanne did not recognize her children, she expressed pleasure with Gary and Kathy for coming to visit her.

170. Out of concern for her mother’s safety and welfare, Kathy contacted Adult Protective Services again on May 3, 2012, to report that her mother was not being adequately cared for by Ralph.

171. On May 10, 2012, Ralph Kennedy, social worker and the court appointed visitor, interviewed Ralph and Jeanne at their home. Ralph told Ralph Kennedy that “the Corporation

was formed to pass the money along without paying so much inheritance tax.” Ralph stated that Gary, Kathy and Randy had filed the court action for an outside guardian and conservator for their mother to prevent the conservation easement from happening.

172. On May 13, 2012, Kathy called her mother to wish her a Happy Mother’s Day. Ralph stated that Kathy could not talk to Jeanne because Kathy had taken out a restraining order against them. When Kathy tried to respond to Ralph that no such restraining order existed, he hung up the phone.

173. On June 28, 2012, Dr. John Wolfe, neuropsychologist, interviewed Jeanne at her home. Dr. Wolfe quoted Jeanne in his report stating, “her preference would be to put the property in a conservation easement so they can’t sell it, meaning her children.” In addition, Jeanne told Dr. Wolfe that one child was more in agreement with placing the property in a conservation easement to protect its current status.

174. Many of the statements made by Ralph and Jeanne to Ralph Kennedy and Dr. Wolfe regarding Jeanne’s personal history and medical history, as well as her current medical status, were false. In determining Jeanne to be competent, Dr. Wolfe did not verify the accuracy of Ralph and Jeanne’s statements about Jeanne with her primary care physician.

175. On July 15, 2012, Kathy wrote a letter to the directors and officers of Green Enterprises, asking the person writing and sending emails from Ralph’s email account and signing them with Ralph’s name to identify themselves. Kathy stated that Ralph was not able to type. She attached the only email Ralph had written to her from November 2008. James responded that he was the individual signing Ralph’s name, explaining that Ralph had been dictating the messages.

176. On December 20, 2012, Gary, Kathy and Randy visited Ralph and Jeanne at their

assisted living residence. Ralph stated that Jeanne had been hospitalized with diverticulitis during the summer of 2012. Gary, Kathy and Randy did not learn about their mother's hospitalization until they visited Ralph and Jeanne on December 20, 2012.

177. Gary, Kathy and Randy believe that information from Jeanne's primary care physician about her medical issues, and as stipulated by the judge, was not provided to Dr. Wolfe during the period of time he was evaluating her competency.

178. The appointment of a guardian and conservator was vehemently opposed by Jeanne's attorney. Ultimately, the court determined Jeanne to be competent on August 17, 2012.

179. At the April 27, 2013 shareholders meeting, James reported that Jeanne had to be removed from her home during the summer of 2012 due to a medical crisis. James again stated that their mother would not be returning to her home. James reported that Jeanne was kicking and screaming as the EMTs were carrying her out of her home because she was in so much pain.

180. The information about Jeanne's medical crises was not communicated to Dr. Wolfe, Judge Barbara Buchanan, Gary, Kathy and Randy.

181. On August 24, 2012, a Board of Directors meeting was held. The directors approved distributing all retained earnings of the Corporation. The directors also approved a new property appraisal. The primary reason for the appraisal was for estate tax purposes to determine the share value for the shares being gifted to James. Steve Klatt invoiced Green Enterprises for driving Ralph to the meeting in Coeur d'Alene.

182. On September 12, 2012, Steve Klatt contacted Stan Moe, with Columbia Valuations in Coeur d'Alene, for the purpose of obtaining an estate appraisal for Green Enterprises' property.

183. Beginning the last week of September 2012, many attempts were made by Kathy,

Gary and Randy to contact Jeanne and Ralph, because they did not know where their parents were living.

184. James had moved his parents to a different location, but he refused to share that location with Kathy, Randy and Gary.

185. James had exclusive access to both of his parents during this time and no one else was allowed to visit them.

186. On October 15, 2012, James wrote that Jeanne was not competent due to her dementia. Two physicians signed a letter stating that James needed to invoke her power of attorney because Jeanne was unable to make medical and financial decisions. James now became Jeanne's Conservator.

187. James' action to become Jeanne's Conservator was less than two months after his strong opposition to the appointment of a conservator for Jeanne initiated by Gary, Kathy and Randy.

188. James was now in control over all of Jeanne's property.

189. Gary, Kathy and Randy did not know that James had power of attorney for their mother in May 2011 until James informed them on March 13, 2013.

190. On October 29, 2012, Randy and his daughter, Megan Molyneaux, drove to Ralph and Jeanne's home. James and Barbara Green were inside Ralph and Jeanne's home. James would not allow Randy and Megan Molyneaux to enter the home nor tell Randy where his parents were living.

191. In early November 2012, Gary, Kathy and Randy hired an investigator to locate Ralph and Jeanne. The investigator concluded that it appeared Ralph and Jeanne had left their home.

192. On November 16, 2012, Kathy contacted the Bonner County Sheriff and spoke with Deputy Walker. She requested a welfare check on Ralph and Jeanne. Deputy Walker drove to Ralph and Jeanne's home and reported that it appeared Ralph and Jeanne had left the area for the winter or were perhaps living with James and Barbara Green.

193. On April 26, 2013, Kathy learned that Robert Chatters, the corporate accountant, communicated with Ralph and James on November 19, 2012 regarding Paul Fitzpatrick's work on the Trust and Estate Dispute Resolution Act ("TEDRA") lawsuit. Mr. Chatters wrote in a letter to Ralph and James that he would keep them informed of Mr. Fitzpatrick's progress. Mr. Chatters did not inform Gary, Kathy and Randy that he was working with other beneficiaries or stockholders on the TEDRA proceeding.

194. On November 20, 2012, Paul Fitzpatrick, attorney, nominated William Boyd, attorney, to be Jeanne's special representative.

195. On December 8, 2012, Kathy wrote a letter to her father, inquiring about her mother's location. Kathy did not receive a response.

196. On December 19, 2012, James disclosed to Gary, Kathy and Randy the location of their parents, who had been living in an assisted living facility in Sandpoint. Prior to this, Ralph and Jeanne had been isolated from their other children and only had contact through James.

197. At this time, Gary, Kathy and Randy discovered documents purporting to be the appointment of a special representative for Jeanne in her capacity as a beneficiary relating to the TEDRA proceeding. The result of the appointment gifted all of her shares in Green Enterprises to James. The TEDRA claimed to be in anticipation of the tax code changes implicated in the fiscal cliff. Also about this time, Gary, Kathy and Randy learned that they had been completely

disinherited from Jeanne and Ralph's estates.

198. The news of the TEDRA gifting of shares occurred while the parties were in mediation to resolve a derivative action claim. While the parties successfully mediated a resolution, James now had a majority control of Green Enterprises and could render any mediated settlement moot.

199. Soon after initiating the TEDRA action, the gift and sale of Ralph and Jeanne's stock made James the 70% owner of all the corporate shares and owner of all the shares that were previously to be equally distributed to the four children.

200. As a result of the purported amendment to the Trust, Jeanne and Ralph's wills, and the TEDRA action, James purported to own 70% of Green Enterprises' corporate shares and stood to inherit 100% of all of Jeanne and Ralph's estates.

201. On December 20, 2012, the siblings visited with their parents and inquired about being disinherited. Ralph made confusing and conflicting statements to explain Gary, Kathy and Randy's disinheritance. Jeanne was confused and simply started crying.

202. Ralph did not know that that their lease offers were withdrawn and new leases were not offered to all of the shareholders. James was the only shareholder offered the new lease.

203. Most significantly, Jeanne and Ralph did not seem to understand:

- a. That all of Jeanne's shares in Green Enterprises were gifted to James;
- b. That Ralph gifted half of his shares to James and sold the other half to James in exchange for a promissory note which was not payable according to any time certain and which was forgiven on Ralph and Jeanne's death;
- c. That the Trust was modified three times between June 7, 2011 and

October 28, 2011, and a total of five times throughout 2011, with each purported amendment benefitting only James;

d. That James improperly characterized Gary Kathy and Randy's interests as being adverse to Jeanne's wishes to keep the property in the family and adverse to Green Enterprises' best interests;

e. That James improperly characterized Gary, Kathy and Randy's efforts to get medical care for Jeanne as being adverse to Jeanne's interests; and

f. That James' acquisition of the stock was contrary to Jeanne's long held desire that the property was to go to her children and continue to provide for the family.

204. In a letter James sent to Gary, Kathy and Randy on March 16, 2013, he stated "Jeanne Green was now safe and secure in an assisted living facility." He noted that her physical condition had benefitted immeasurably since being in an environment where she receives regular meals, has assistance with ambulation and hygiene, her medications are supervised, and she has 24 hour monitoring." During the same time period that James indicated that Jeanne was not receiving adequate care, he was vigorously fighting Gary, Kathy and Randy's efforts to secure a guardian to supervise their mother's care.

205. Kathy responded to James' letter on March 24, 2013, stating that, in respect for her mother, she wanted all of her parents' belongings to remain in their present state until her mother was deceased.

206. In a letter in response, James stated that the old log home built by their grandfather would only be saved if it fit in with the "Master Plan."

207. At the annual stockholders meeting held on April 27, 2013, James presented a five-year plan to prepare the property to be sold to a developer. James emphasized his intention

was always to develop and sell the property, and he used two earlier development maps he prepared in 2007 and 2010 to document his position as being consistent.

208. On June 6, 2013, Steve Klatt sent a letter to Gary, Kathy and Randy, stating that he had been talking with James about disposing of Ralph and Jeanne's personal items. Mr. Klatt advocated designating a weekend, possibly in July, when everyone would rotate selecting one of Ralph and Jeanne's personal items. However, when Randy visited Ralph and Jeanne's home at the end of May 2013, he discovered that their furniture and personal possessions had already been removed from their home.

209. On July 5, 2013, Kathy contacted James to request approval to take Jeanne on a short visit to the lake. Since Jeanne's home was vacant, she asked James to turn the water on in one of the corporate owned cabins. James responded that he thought it would be cruel to take Jeanne to visit the lake and he would not approve turning on the water in one of the corporate cabins.

210. On July 5, 2013, Kathy received a phone call from the agency providing the caretaker for Jeanne's visit to the lake. The caretaker said Jeanne was waiting and she wanted to confirm the time Kathy would be taking her home for a visit. Kathy informed the caretaker at the agency that James would not allow her mother to go to the lake for a brief visit.

211. Before any arrangements could be made, James disposed of all family heirlooms and personal items. He did not respond to a request for an inventory of items that were to be disposed of. He sold personal assets without informing family members that a sale was taking place, in spite of requests to be informed. For instance, on July 25, 2013, James responded to Megan Molynaux's request for her grandmother's cookie jar and her tackle box, telling her all of Ralph and Jeanne's personal items had been disposed of.

212. On August 30, 2013, James announced that he had unilaterally decided for personal reasons to cancel the lease. This occurred right after James announced at a Special Board of Directors meeting that Green Enterprises would be signing an equipment lease with his company, Dutch Woods, to clear the forest grounds for home sites.

213. James operates the company without respect for normal business procedures such as budgets, written contracts, and conformance to his own stated plans. He enters into oral contracts for professional services. His actions make it impossible for the shareholders or Board of Directors to govern him, as he abandons courses of action that he has vehemently argued for faster than the rest of the corporate members can learn the details of his original proposal. Gary, Kathy and Randy have seen many such abrupt changes in him over his life. James has failed to carry out the responsibilities of action required of a corporate officer and Board member. He has repeatedly sat mute in corporate meetings rather than correct errors and wrongdoing.

214. In the Board meetings on April 27, 2013 and July 29, 2013, James stated that he intended to move his home if it was in the area designated for development. James cost the Corporation tens of thousands of dollars because he insisted on a 39-year lease to secure a place for his retirement. James never intended to retire at the lake. His purpose for securing the lease was to influence Ralph and Jeanne to believe he would to retire on the property and be there to take care of them. James' persistence in obtaining a long-term lease also served the purpose of driving a wedge between Ralph and Jeanne and their other children.

215. Green Enterprises' source of revenue is the lease of lots in an informal subdivision that exceeds the currently allowed density. The structures are grandfathered under previous County rules. Removal of the structures without prompt replacement can result in a lot that can no longer provide revenue to the Corporation. James has removed one structure

completely and demolished parts of two others without explanation to Board members or shareholders.

216. During the July 29, 2013 Special Board of Directors meeting, James stated that the conservation easement was on hold until development decisions are made. James has hired a company to map the location of sewage facilities, electrical transmission lines, and roads. James has stated that all corporate income will be expended to further his development plan. No income will go to shareholders.

217. James has increased the timber harvest by a factor of at least five in 2013, without notifying Board members or shareholders of his intention to do so.

218. Green Enterprises is a Century Farm with the original log cabin that the siblings' great-grandmother built to patent her homestead claim. James has stated that whether the historic family structure is allowed to remain depends on how it fits into his plan for development. Over many years, James has shown no interest in preserving the history of the family's heritage. James has been indiscriminately destroying historical family records. Many of the records are irreplaceable and have significant historical value. James' primary focus has been cleaning out Jeanne and Ralph's home, and if he is not stopped he will dispose of important historical family documents in Jeanne's parents' log home to achieve his goal of a "master plan" development.

219. Kathy and Randy were recently told that an auction was held on the family property to dispose of Ralph and Jeanne's personal belongings. James did not inform Ralph and Jeanne's family members about the auction.

220. Jeanne had assets and income sufficient to provide a far higher level of care than she is receiving. James has forced her to spend her days sitting alone in a room, when she had

adequate means to pay for live-in care in her own home. Her treatment plan specifies round-the-clock care, but James is not providing it. In mid-July, a family member learned that Jeanne had fallen and bumped her head upon re-entering the care facility. James was contacted for approval to take Jeanne to the hospital for an examination. James refused further treatment for Jeanne.

221. James concealed the fact that his true intentions were to sell the family homestead in order to influence Ralph and Jeanne to disinherit his siblings and prevent the establishment of a conservation easement on the land that would have thwarted his plans to sell, develop and profit from this unique property that is a genuine piece of Idaho's history.

COUNT I

DECLARATORY JUDGMENT THAT JEANNE AND RALPH GREEN DISINHERITED RANDY GREEN, KATHY LEFOR, AND GARY GREEN THROUGH UNDUE INFLUENCE

222. Plaintiffs reallege all allegations contained in this Complaint as if fully incorporated herein.

223. At all times relevant to the conduct giving rise to the complete disinheritance of Gary, Kathy and Randy from the estates of Ralph and Jeanne, James had a fiduciary duty to Ralph and Jeanne.

224. At all times relevant to the conduct giving rise to the complete disinheritance of Gary, Kathy and Randy from the estates of Ralph and Jeanne, Ralph and Jeanne's mental and physical health was deteriorating, and both of them were easily influenced by James or people acting on behalf of James.

225. At all times relevant to the conduct giving rise to the complete disinheritance of Gary, Kathy and Randy from the estates of Ralph and Jeanne, James had a significant amount of contact with Ralph and Jeanne.

226. James demonstrated a disposition for influencing Jeanne and Ralph. James had long advocated for his ideas to develop the Green Enterprises property, and disagreed with Jeanne's wishes that the property remain undeveloped and owned by the Green family.

227. During the period of time that James was exercising influence over Ralph and Jeanne, their Trust was amended five times, and each amendment benefitted, only, James.

228. During the same period of time, James acquired Ralph's shares through a partial gifting and sale, which served to benefit, only, James.

229. During the same period of time, James had Jeanne declared incompetent and acquired all of her shares by gift, which in no way benefitted Jeanne and only benefitted James.

230. Plaintiffs seek a declaration that the conduct giving rise to the complete disinheritance of Gary, Kathy and Randy from the Trust and estates of Jeanne and Ralph was the result of James' undue influence; that Gary, Kathy and Randy be restored to their position of inheritance pursuant to Article Twelve, Section Six, of the Trust; that all sales and gifting of shares improperly obtained by James from Jeanne and Ralph or their estates or Trust be returned to the estate or Trust, to be distrusted pursuant to the terms of Article Twelve, Section Six, of the Trust.

COUNT II

DECLARATORY JUDGMENT THAT THE GIFTING OF CORPORATE SHARES TO JAMES GREEN WAS IMPROPER

231. Plaintiffs reallege all allegations contained in this Complaint as if fully incorporated herein.

232. James, Ralph, and Jeanne's special representative initiated the TEDRA Action pursuant to I.C. § 15-8-301, the Trust and Estate Dispute Resolution Act ("TEDRA").

233. As a result of the TEDRA Action, James purported to receive all of the Green

Enterprises' shares controlled by Ralph and Jeanne.

234. Plaintiffs seek a declaration that the TEDRA non-judicial resolution was invalid by, among other things:

a. Failing to involve Gary, Kathy and Randy as parties to the TEDRA Action, as each of them had an interest in the property within the Trust and which was affected by the TEDRA Action;

b. Improperly relying on the "fiscal cliff" as justification for James gaining control of the corporate stock;

c. James' undue influence over Ralph to support Jeanne's complete gifting of her shares to James, and to support Ralph's gifting of half of his shares to James and sale of the other half to James in exchange for a promissory note that substantially benefitted James while substantially injuring Jeanne and Ralph; and/or

d. Improper, or failure of, transfer of Jeanne's shares from the Trust to her estate.

COUNT III

PRELIMINARY INJUNCTION AGAINST JAMES GREEN AND GREEN ENTERPRISES TO PRESERVE CORPORATE PROPERTY

235. Plaintiffs reallege all allegations contained in this Complaint as if fully incorporated herein.

236. James is in overwhelming control of Green Enterprises.

237. Nearly all of the current corporate officers are James' relatives or persons who are beholden to James. Also, they are shareholders who received gifts of shares in the company from James.

238. Kathy, the one officer who is not so related or beholden to James, is being excluded from corporate meetings and is not being advised of corporate decisions that

substantially affect the Corporation and which are not in the best interest of the Corporation or the shareholders.

239. Upon information and belief, James plans to initiate clearing the property's forest with a rotary-disc-mulcher. James is believed to have directed Green Enterprises to hire Dutch Woods, a company owned by James, to conduct the mulching operation, at an unreasonable expense to Green Enterprises. James has no experience in forest management, operating mulching equipment, or running a forestry management company, but is intending to do all of the same on Green Enterprises' property, at Green Enterprises' risk and expense, and at his benefit.

240. The improper use of mechanical mulching equipment could cause a forest fire, irreparably harming the property's value. It would take hundreds of years for the trees to regrow in the event of a forest fire.

241. If the timber on Green Enterprises' property is not properly managed, the Plaintiffs and the property will be irreparably damaged. The timber and forest health is an integral part of the aesthetics of the Green Enterprises' property and Lake Pend Oreille.

242. Upon information and belief, James plans to demolish and clear irreplaceable historic cabins and barns that are located on Green Enterprises' property to make room for his plans for developing the Green Enterprises' property. The loss of these structures would cause irreparable harm to the Plaintiffs and Green Enterprises.

243. Upon information and belief, James plans to remove, destroy, and/or dispose of irreplaceable Green Family heirlooms in which the Plaintiffs have an interest. The loss of these heirlooms would cause irreparable harm to the Plaintiffs.

244. Upon information and belief, James, as Jeanne's Conservator, is failing to provide

adequate healthcare for Jeanne. James is the sole owner of all of Jeanne's assets and the promisor of the note for the purchase of 50% of Ralph's shares that is intended to be paid back in the form of paying for healthcare for Jeanne. Jeanne is completely reliant on James for financial support, and James is not providing it. James' conduct is causing irreparable harm to Jeanne.

245. A preliminary injunction is necessary to preserve the property and prevent irreparable harm to the Plaintiffs and Green Enterprises while the legal rights and obligations sought herein are being determined by this Court.

246. As such, Plaintiffs seek an injunction that:

- a. Prevents James from engaging in the aforementioned irreparable harm;
- b. Prevents Green Enterprises from allowing the aforementioned harm;
- c. Requires James to provide adequate financial support for the care of Jeanne.

247. Because the majority of the Corporation is controlled by James by virtue of Ralph and Jeanne's shares that he improperly transferred to himself, and by shareholders that James gifted shares to, the Plaintiffs also request an injunction suspending the voting rights of James and those who received gifted shares, until such time as it can be determined whether James and such shareholders have a right to those shares.

248. To the extent that the Corporation must conduct business while legal determinations are being made about rights in shares, Plaintiffs further request that a neutral receiver be appointed for the Corporation to account for, and handle, corporate property and affairs until such time as rights in shares can be determined.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for an Order, Judgment and Decree as follows:

1. A preliminary injunction that remain in effect for as long as is necessary to

preserve the property and prevent irreparable harm to the Plaintiffs, Jeanne, and Green Enterprises while the legal rights and obligations sought herein are being determined by this Court and which:

(a) Prevents James Green from engaging in, and Green Enterprises from allowing, the irreparable harm to Green Enterprises landholdings and other real and personal property in which Jeanne Green, the Plaintiffs, or Green Enterprises have interests;

(b) Requires James Green to provide adequate financial support for the care of Jeanne Green;

(c) Requires the appointment of a neutral third party to act as an interim receiver for Green Enterprises to manage its affairs;

(d) Prevents James Green and any others to whom he may have gifted or sold improperly obtained shares from using said shares to vote, and prevents them from further transferring said shares;

2. A declaration that Gary Green, Kathy Lefor, and Randy Green were improperly disinherited from the Trust and estates of Jeanne Green and Ralph Green;

3. A declaratory judgment that the TEDRA Action was improper and should be set aside; and

4. Costs and fees as may be allowed by Idaho Code § 10-1210, or as may be allowed by some other statute or law applied in Idaho.

DATED this 12th day of September, 2013.

JONES & SWARTZ PLLC

By 

ERIC B. SWARTZ
MARK P. COONTS

VERIFICATION

STATE OF IDAHO)
 : ss.
County of Kootenai)

I, DWIGHT RANDY GREEN, being first duly sworn, state that I am one of the Plaintiffs in this case; that I have read the foregoing Verified Complaint for Declaratory Judgment and Injunctive Relief; and that the facts set forth therein are true, accurate, and complete to the best of my knowledge, information and belief.

Dwight Randy Green
DWIGHT RANDY GREEN, Plaintiff

SUBSCRIBED AND SWORN TO before me this 10th day of September, 2013.



[Signature]
Notary Public for Idaho
My Commission expires: 6-3-14

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
 1673 W. Shoreline Drive, Suite 200 [83702]
 P.O. Box 7808
 Boise, ID 83707-7808
 Telephone: (208) 489-8989
 Facsimile: (208) 489-8988
 Email: eric@jonesandswartzlaw.com
 mark@jonesandswartzlaw.com

STATE OF IDAHO
 COUNTY OF BONNER
 FIRST JUDICIAL DIST.

2013 SEP 24 PM 1 53

CLERK DISTRICT COURT

DEPUTY

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the
 Son of Ralph and Jeanne Green, and as a Shareholder
 of Green Enterprises, Inc.; KATHY LEFOR, as an
 Individual, as the Daughter of Ralph and Jeanne
 Green, and as a Shareholder of Green Enterprises, Inc.;

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the
 Ralph Maurice and Jeanne Green Revocable
 Inter Vivos Trust, as Conservator for Jeanne Green,
 and as President of Green Enterprises, Inc.;

RALPH MAURICE AND JEANNE GREEN
 REVOCABLE INTER VIVOS TRUST;
 JEANNE GREEN, an incapacitated individual; and
 GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-2013-1509

**MOTION FOR
 DISQUALIFICATION
 PURSUANT TO IDAHO RULE
 OF CIVIL PROCEDURE 40(d)(1)**

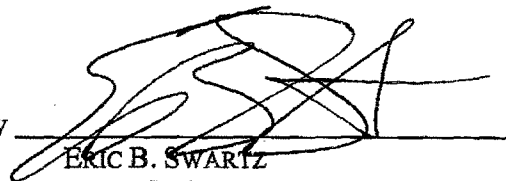
COME NOW the Plaintiffs, Dwight Randy Green, Kathy Lefor, and Gary Green, by and through their counsel of record herein, and move this Court for an Order disqualifying the Honorable Barbara A. Buchanan from participating as Judge in the above action.

This Motion is made pursuant to Rule 40(d)(1) of the Idaho Rules of Civil Procedure.

DATED this 24th day of September, 2013.

JONES & SWARTZ PLLC

By



ERIC B. SWARTZ
MARK P. COONTS

DISTRICT COURT
 CLERK
 2013 APR 26 P 4 38
 DISTRICT COURT
 IDAHO

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

**DWIGHT RANDY GREEN, as an)
 Individual, as the Son of Ralph and)
 Jeanne Green, and as a Shareholder of)
 Green Enterprises, Inc.; KATHY LEFOR,)
 as an Individual, as the Daughter of Ralph)
 and Jeanne Green, and as a Shareholder)
 of Green Enterprises, Inc.; and GARY)
 GREEN, as an Individual, as the Son of)
 Ralph and Jeanne Green, and as a)
 Shareholder of Green Enterprises, Inc.,)**

Plaintiffs,

vs.

**JAMES GREEN, as an Individual, as)
 Trustee of the Ralph Maurice and Jeanne)
 Green Revocable Inter Vivos Trust, as)
 Conservator for Jeanne Green, and as)
 President of Green Enterprises, Inc.;)
 RALPH MAURICE AND JEANNE)
 GREEN REVOCABLE INTER VIVOS)
 TRUST; JEANNE GREEN, an)
 incapacitated individual; and GREEN)
 ENTERPRISES, INC., an Idaho)
 corporation,)**

Defendants.

Case No. CV-2013-0001509

DISQUALIFICATION

The undersigned District Judge, having been timely disqualified by Plaintiffs, Dwight Randy Green, Kathy Lefor, and Gary Green, by and through counsel of record, Eric B. Swartz and Mark P.

Coonts, in accordance with I.R.C.P. 40(d)(1), NOW THEREFORE:

IT IS HEREBY ORDERED that the above-entitled matter be referred to the Honorable Lansing Haynes, Administrative Judge, for further assignment.

DATED this 26 day of September, 2013.

A handwritten signature in cursive script, appearing to read "Barbara Buchanan", written over a horizontal line.

Barbara Buchanan
District Judge


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was mailed, postage prepaid, this

27 day of September, 2013, to:

Eric B. Swartz
Mark P. Coonts
JONES & SWARTZ PLLC
P.O. Box 7808
Boise, ID 83707-7808

The Honorable Lansing Haynes (VIA FACSIMILE #208-446-1132)
Administrative District Judge
P.O. Box 9000
Coeur d'Alene, ID 83816-9000



Deputy Clerk

DISQUALIFICATION - 3.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 JAMES GREEN, et al.,)
)
 Defendants.)

CASE NO. CV 2013-1509
ORDER OF REASSIGNMENT

The Honorable Barbara Buchanan having been disqualified pursuant to Idaho Rule 40(d)(1) in the above matter now,

IT IS HEREBY ORDERED that the above matter is assigned to the Honorable John T. Mitchell, District Judge, for the disposition of any pending and further proceeding.

IT IS FURTHER ORDERED that the following alternate judges are hereby assigned to preside in this case: Rich Christensen, Lansing L. Haynes, John P. Luster, Benjamin R. Simpson, Fred M. Gibler, Charles W. Hosack, George R. Reinhardt, III, Steve Verby, Jeff Brudie, Carl Kerrick, John Stegner, Michael Griffin.

DATED this 27 day of Sept., 2013.

Lansing L. Haynes
LANSING L. HAYNES
Administrative District Judge

CERTIFICATE OF MAILING

I hereby certify that on the 27 day of Sept. 2013, a true and correct copy of the foregoing was sent via facsimile, U.S. Mail, or interoffice mail to the following:

Eric B Swartz
Mark P. Coonts
Faxed 208.489.8988

CLERK OF THE DISTRICT COURT
By Linda Appel
Deputy Clerk

PAUL W. DAUGHARTY
 PAUL W. DAUGHARTY, P.A.
 Attorney at Law
 110 E. Wallace Avenue
 Coeur d'Alene, ID 83814
 Telephone: (208) 664-3799
 Facsimile: (208) 666-0550
 E-Mail: paul@pdaughartylaw.com
 ISB#4520

STATE OF IDAHO
 COUNTY OF BONNER
 FIRST JUDICIAL DIST.
 2013 OCT 4 PM 12 20
 CLERK OF DISTRICT COURT
 DEPUTY

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

<p>DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,</p> <p style="text-align: right;">Plaintiffs,</p> <p>vs.</p> <p>JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., and Idaho corporation,</p> <p style="text-align: right;">Defendants.</p>	<p>CASE NO. CV-13-01509</p> <p>NOTICE OF APPEARANCE</p> <p>FEE CATEGORY: I (1.) FEE: \$66.00</p>
--	---

COMES NOW, PAUL W. DAUGHARTY of 110 E. Wallace Avenue, Coeur d'Alene, Idaho 83814, and hereby makes an appearance for and on behalf of Defendant GREEN ENTERPRISES, INC., an Idaho corporation. All documentation should be addressed to the undersigned.

DATED this 3 day of October, 2013.



 PAUL W. DAUGHARTY, Attorney for
 Defendant Green Enterprises, Inc.

CERTIFICATE OF DELIVERY

I hereby certify that I caused to be served a true and correct copy of the foregoing Notice of Appearance on this 3 day of October, 2013, by:

<p>Eric B. Swartz Mark P. Coonts JONES & SWARTZ PLLC P.O. Box 7808 Boise, ID 83707-7808</p>	<p>[] mailed, postage prepaid thereon [] hand delivery [✓] via Facsimile -1-208-489-8988 [] via E-Mail: eric@jonesandswartzlaw.com mark@jonesandswartzlaw.com</p>
---	--



PAUL W. DAUGHARTY

ORIGINAL

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

Attorney for Defendant James Green

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 OCT 8 AM 11 07

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

**ACCEPTANCE OF SERVICE RE:
DEFENDANT JEANNE GREEN, AN
INCAPACITATED INDIVIDUAL**

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

I, JAMES GREEN, being first duly sworn, depose and state:

I am the attorney-in-fact for Defendant Jeanne Green, an incapacitated individual, pursuant to a "Durable Power of Attorney" recorded as Bonner County Instrument No. 809563 on May 11, 2011.

In my capacity as attorney-in-fact for Defendant Jeanne Green, I hereby acknowledge that I am authorized to, and do, accept service of the Verified Complaint for Declaratory Judgment and Injunctive Relief and Summons to Defendant Jeanne Green, an incapacitated individual, as of October 2, 2013.

DATED this 2nd day of October, 2013.

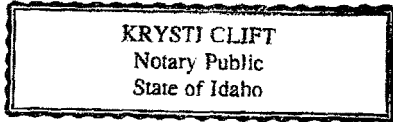


JAMES GREEN
Attorney-in-Fact for Defendant Jeanne Green,
An incapacitated person

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of October, 2013, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **James Green**, known or identified to me to be the attorney-in-fact for Defendant Jeanne Green, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11/13/14

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of October 4th, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
paul@pdaughartylaw.com

GREEN v GREEN-2013-ACC.SER.wpd

ORIGINAL

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.
2013 OCT 8 AM 10 47
CLERK OF DISTRICT COURT
DEPUTY

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an
Individual, as the Son of Ralph and Jeanne
Green, and as a Shareholder of Green
Enterprises, Inc.; KATHY LEFOR, as an
Individual, as the Daughter of Ralph and
Jeanne Green, and as a Shareholder of Green
Enterprises, Inc.; and GARY GREEN, as an
Individual, as the Son of Ralph and Jeanne
Green, and as a Shareholder of Green
Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee
of the Ralph Maurice and Jeanne Green
Revocable Inter Vivos Trust, as Conservator
for Jeanne Green, and as President of Green
Enterprises, Inc.; RALPH MAURICE AND
JEANNE GREEN REVOCABLE INTER
VIVOS TRUST; JEANNE GREEN, an
incapacitated individually; and GREEN
ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

ACCEPTANCE OF SERVICE RE:
DEFENDANT JAMES GREEN

ACCEPTANCE OF SERVICE
RE: JAMES GREEN - PAGE 1

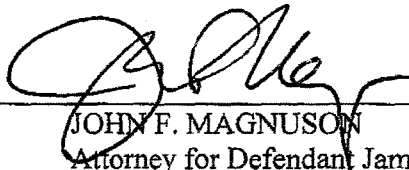
STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

I, JOHN F. MAGNUSON, being first duly sworn, depose and state:

I am counsel for Defendant James Green, who has been named herein individually, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, and as Conservator for Jeanne Green.

In my capacity as counsel to Defendant James Green, named in the capacities set forth above, I hereby acknowledge that I am authorized to, and do, accept service of the Verified Complaint for Declaratory Judgment and Injunctive Relief and Summons to Defendant James Green, as of October 4, 2013.

DATED this 4th day of October, 2013.



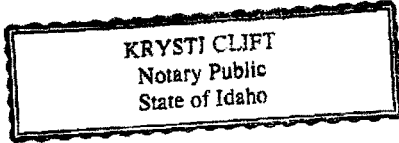
JOHN F. MAGNUSON
Attorney for Defendant James Green

STATE OF IDAHO)
) ss.
County of KOOTENAI)

On this 4th day of October, 2013, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, **John F. Magnuson**, whose name is subscribed to the within instrument and who acknowledged that he is authorized to execute the same.

ACCEPTANCE OF SERVICE
RE: JAMES GREEN - PAGE 2

WITNESS my hand and official seal.



Krysti Clift
Notary Public in and for the State of Idaho
Residing at: Coeur d'Alene
My commission expires: 11-13-14

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of October 3, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
paul@pdaughartylaw.com

[Signature]

GREEN v GREEN-2013-ACC-JFM.SER.wpd

ACCEPTANCE OF SERVICE
RE: JAMES GREEN - PAGE 3

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2013 OCT 9 PM 4 31

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

Dwight Randy Green, et al.

Plaintiff(s):

AFFIDAVIT OF SERVICE

vs.

Case Number: CV2013-01509

James Green, et al.

Defendant(s):

COMES NOW, Karen K. Calkins, being first duly sworn upon oath, and hereby deposes and says: That I am over the age of eighteen (18) years, and not a party to the action or related to any of the parties in the above entitled action. I received a true copy of the **Summons, Verified Complaint for Declaratory Judgment and Injunctive Relief** and delivered the same upon **Green Enterprises, Inc.** by delivering to and leaving with Paul W. Daugharty, Registered Agent, a person authorized to accept service on behalf of Green Enterprises, Inc.,.

At:(Address) 110 E. Wallace Ave

(City, State) Coeur d'Alene, ID. (ZIP) 83814

on the 2ND day of OCT., 2013, at 11:52 o'clock A.m.

County of Shoshone)
)
:ss
State of Idaho)

Subscribed and sworn to before me on this 3 day of Oct, 2013 before me a Notary Public, the affiant personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same.



Karen K Calkins
Affiant

Jamal Long
NOTARY PUBLIC

Residing at Coeur d'Alene
Commission Expires: 10-18-19

Our Reference Number: 131810
Client Reference: > Eric B. Swartz

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
Fax: (208) 667-0500
ISB #04270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 OCT 16 AM 10 34

CLERK DISTRICT COURT

DEPUTY

Attorney for Defendant Jeanne Green, an incapacitated individual,
Through James Green, Attorney-in-Fact

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an
Individual, as the Son of Ralph and Jeanne
Green, and as a Shareholder of Green
Enterprises, In.; KATHY LEFOR, as an
Individual, as the Daughter of Ralph and
Jeanne Green, and as a Shareholder of
Green Enterprises, Inc.; and GARY
GREEN, as an Individual, as the Son of
Ralph and Jeanne Green, and as a
Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as
Trustee of the Ralph Maurice and Jeanne
Green Revocable Inter Vivos Trust, as
Conservator for Jeanne Green, and as
President of Green Enterprises, Inc.;
RALPH MAURICE AND JEANNE
GREEN REVOCABLE INTER VIVOS
TRUST; JEANNE GREEN, an
incapacitated individual; and GREEN
ENTERPRISES, INC., an Idaho
corporation,

Defendants.

NO. CV-13-1509

NOTICE OF APPEARANCE

FEE CATEGORY: I.1

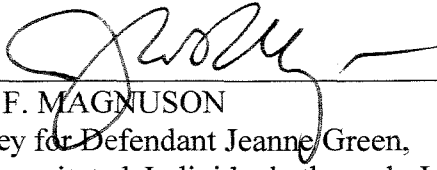
FEE: \$66

TO: PLAINTIFFS DWIGHT RANDY GREEN, KATHY LEFOR, AND GARY GREEN;

AND TO: YOUR ATTORNEYS OF RECORD, ERIC B. SWARTZ, MARK P. COONTS, and JONES & SWARTZ, PLLC.

YOU AND EACH OF YOU will please take notice that Defendant Jeanne Green, an incapacitated individual, through James Green, her Attorney-in-Fact under a certain "Durable Power Attorney of Jeanne Green" recorded as Bonner County Instrument No. 8098563, hereby appears in this matter by and through attorney John F. Magnuson. This Notice of Appearance is for the limited purpose of moving for the appointment of a guardian ad litem to represent the interests of Defendant Jeanne Green, an incapacitated person, with respect to the defense of the claims at issue in this proceeding. All further pleadings and submissions, exclusive of original process, should be served upon Defendant Jeanne Green in care of attorney John F. Magnuson, at P.O. Box 2350, Coeur d'Alene, Idaho 83816.

DATED this 15th day of October, 2013.



JOHN F. MAGNUSON
Attorney for Defendant Jeanne Green,
an Incapacitated Individual, through James Green,
Attorney-in-Fact

CERTIFICATE OF SERVICE

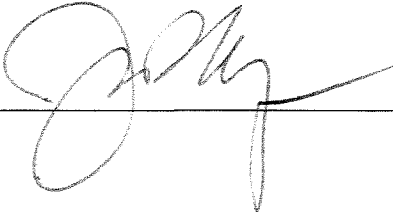
I hereby certify that on this 15th day of October, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE - 208\489-8988

Mr. Paul W. Daugharty
Attorney at Law
110 Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE - 208\666-0550



GREEN V GREEN 2013.NOT APPEARANCE-Jeanne.wpd

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
Fax: (208) 667-0500
ISB #04270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.
2013 OCT 16 AM 10 34
CLERK DISTRICT COURT
DEPUTY

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an
Individual, as the Son of Ralph and Jeanne
Green, and as a Shareholder of Green
Enterprises, In.; KATHY LEFOR, as an
Individual, as the Daughter of Ralph and
Jeanne Green, and as a Shareholder of
Green Enterprises, Inc.; and GARY
GREEN, as an Individual, as the Son of
Ralph and Jeanne Green, and as a
Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as
Trustee of the Ralph Maurice and Jeanne
Green Revocable Inter Vivos Trust, as
Conservator for Jeanne Green, and as
President of Green Enterprises, Inc.;
RALPH MAURICE AND JEANNE
GREEN REVOCABLE INTER VIVOS
TRUST; JEANNE GREEN, an
incapacitated individual; and GREEN
ENTERPRISES, INC., an Idaho
corporation,

Defendants.

NO. CV-13-1509

NOTICE OF APPEARANCE

FEE CATEGORY: I.1

FEE: \$66

TO: PLAINTIFFS DWIGHT RANDY GREEN, KATHY LEFOR, AND GARY GREEN;

AND TO: YOUR ATTORNEYS OF RECORD, ERIC B. SWARTZ, MARK P. COONTS, and JONES & SWARTZ, PLLC.

YOU AND EACH OF YOU will please take notice that Defendant James Green, who is named in his capacity as an individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc., hereby appears in this matter by and through his attorney of record, John F. Magnuson. All further pleadings and submissions, exclusive of original process, should be served upon Defendant James Green in care of his counsel, John F. Magnuson, at P.O. Box 2350, Coeur d'Alene, Idaho 83816.

DATED this 15th day of October, 2013.



JOHN F. MAGNUSON
Attorney for Defendant James Green

CERTIFICATE OF SERVICE

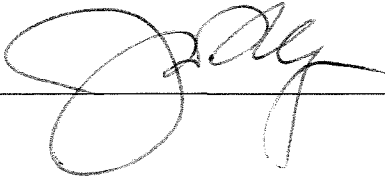
I hereby certify that on this 15th day of October, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE - 208\489-8988

Mr. Paul W. Daugharty
Attorney at Law
110 Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE - 208\666-0550



GREEN V GREEN 2013.NOT APPEARANCE.wpd

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

Attorney for Defendant James Green

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 NOV 4 PM 12 45

CLERK OF DISTRICT COURT
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an
Individual, as the Son of Ralph and Jeanne
Green, and as a Shareholder of Green
Enterprises, Inc.; KATHY LEFOR, as an
Individual, as the Daughter of Ralph and
Jeanne Green, and as a Shareholder of Green
Enterprises, Inc.; and GARY GREEN, as an
Individual, as the Son of Ralph and Jeanne
Green, and as a Shareholder of Green
Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee
of the Ralph Maurice and Jeanne Green
Revocable Inter Vivos Trust, as Conservator
for Jeanne Green, and as President of Green
Enterprises, Inc.; RALPH MAURICE AND
JEANNE GREEN REVOCABLE INTER
VIVOS TRUST; JEANNE GREEN, an
incapacitated individually; and GREEN
ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

**MOTION FOR APPOINTMENT OF
GUARDIAN AD LITEM**

COMES NOW James Green, as attorney-in-fact for Defendant Jeanne Green, an incapacitated individual, and respectfully moves the Court for appointment of a guardian ad litem for the purposes of representing Defendant Jeanne Green's interests in the defense of the claims at issue in this proceeding. This Motion is supported by the pleadings and submissions on file herein, together with the Declaration of James Green (filed October 25, 2013) and the Affidavit of William F. Boyd (filed herewith).

I. FACTUAL BASIS FOR MOTION.

James Green has personally been named as a Defendant to this proceeding. James Green is the son of Jeanne Green, who has also been named as a Defendant to this proceeding. Jeanne Green is an incapacitated person. See Declaration of James Green at Ex. D at p. 8. James Green is the duly-nominated attorney-in-fact for Jeanne Green, to act on her behalf in the event of Jeanne Green's incapacity. Id. at Ex. D (Bonner County Instrument No. 809563).

James Green has entered an appearance in this proceeding as attorney-in-fact for Jeanne Green under the Durable Power of Attorney recorded as Bonner County Instrument No. 809563. Id. at p.14.

While James Green has acted under the Durable Power of Attorney at all times in an appropriate, lawful, and competent manner, he wants to avoid any potential questions as to her defense in this proceeding given that James and his mother have both been named as co-Defendants and given the allegations made by his siblings (with which James most strenuously disagrees). Id. at ¶ 14.

II. APPLICABLE AUTHORITY.

Idaho Code § 15-1-403 empowers the Court to appoint a guardian ad litem at any point in time during a proceeding to represent the interests of an incapacitated person. See I.C. § 15-1-403(d). Even though James Green has the authority, as attorney-in-fact, to appear and defend the claims made against his mother, he is asking this Court to appoint a guardian ad litem to represent his incapacitated mother, for purposes of defending the claims at issue in this proceeding, so as to avoid any claim of impropriety or bias. There is no question at this point in time that Jeanne Green is incapacitated and the parties all so agree.

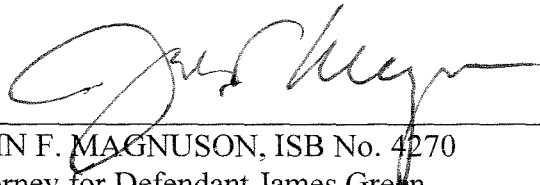
III. NOMINATION OF GUARDIAN AD LITEM.

James Green, in his capacity as attorney-in-fact for Jeanne Green, and as the petitioning party, requests that the Court appoint William F. Boyd as guardian ad litem for purposes of defending the claims at issue in this proceeding as the same have been asserted against Jeanne Green.¹ Mr. Boyd has filed an Affidavit setting forth his qualifications and his willingness to serve as guardian ad litem. Mr. Boyd has previously qualified for and been appointed to represent the interests of Jeanne Green in separate proceedings. See Affidavit of William F. Boyd at Ex. B.

ORAL ARGUMENT IS REQUESTED.

¹James Green's remaining authority as attorney-in-fact for Jeanne Green, under the Durable Power of Attorney recorded as Bonner County Instrument No. 809563 on May 11, 2011, shall remain unaffected.

DATED this 1st day of November, 2013.



JOHN F. MAGNUSON, ISB No. 4270
Attorney for Defendant James Green

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of November, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

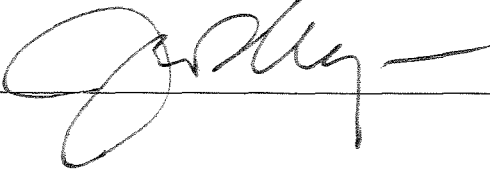
U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
lkwhite110@aol.com

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336


U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wboyd@ramsdenlyons.com



GREEN v GREEN-13-1509.MOT.wpd

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

Attorney for Defendant James Green

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.
7/13/13 4 PM 12 45
CLERK OF DISTRICT COURT


IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

**AFFIDAVIT OF WILLIAM F. BOYD
RE: QUALIFICATIONS TO SERVE AS
GUARDIAN AD LITEM**

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

I, WILLIAM F. BOYD, being first duly sworn on oath, depose and say:

1. I am over the age of eighteen (18), have personal knowledge of the matters set forth herein, and am otherwise competent to testify thereto.

2. I obtained my Law Degree from the University of Idaho, College of Law, in 1965. I was admitted to practice law in the State of Idaho later that year.

3. I have earned an "AV" rating from the Martindale Hubbell attorney rating service.

4. Attached hereto as Exhibit A is a "List of Experience" I prepared in September of 2004. Since preparation of the List, I have ceased to practice as a sole practitioner and am now of counsel with Ramsden & Lyons, PS of 700 Northwest Boulevard, Coeur d'Alene, Idaho 83816-1336. I have been of counsel for Ramsden & Lyons, PC since October 1, 2008.

5. I have personally met Jeanne Green, a Defendant in this proceeding. On November 21, 2012, Magistrate Debra Heise entered an Order appointing me as "Special Representative for Jeanne Green Under Idaho Code § 15-8-305." A true and correct copy of that Order is attached hereto as Exhibit B.

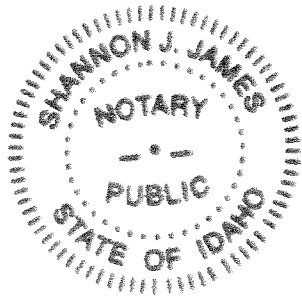
6. I have had no prior or subsequent matters of representation for Jeanne Green. I have never represented any of the other parties to this proceeding.

7. I am willing and able to accept the appointment as guardian ad litem for Jeanne Green, with respect to the defense of the claims at issue in this proceeding, subject to such terms and conditions as the Court may deem appropriate.

DATED this 23rd day of October, 2013.

William F. Boyd
WILLIAM F. BOYD

SUBSCRIBED AND SWORN to before me this 23 day of October, 2013.



Shannon J. James
NOTARY PUBLIC in and for the State of Idaho
Residing at: Post Falls
My Commission expires: 7-7-14

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of November, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
lkwhite110@aol.com



GREEN v GREEN-2013.BOYD.AFF.wpd

September 1, 2004

LIST OF EXPERIENCE

Education

Boise High School
Oregon State University, B.S. Forest Management
University of Idaho, College of Law, LL.B.

(Slater Memorial Forestry Scholarship; NCAA Cross County
Championship Team; OSU Sports Hall of Fame.)

Work Experience

Summers during high school, college and law school- Idaho
State Highway Department, U.S. Forest Service, U.S. Bureau
of Land Management, Boise Cascade Corporation.

Brown, Peacock, Keane & Boyd
Kellogg, Idaho
Private practice of law (26 years)
(Firm became Evans, Keane, Koontz & Boyd with offices in
Kellogg, Coeur d' Alene, and Boise.)

Coeur d' Alene Mines Corporation
Coeur d' Alene, Idaho
V.P.-Corporate Counsel, Secretary (7 years)

William F. Boyd
Attorney, Coeur d' Alene
April 1998-present

Courts In Which Admitted To Practice

All Idaho state courts; Idaho federal courts; 9th
Circuit Court of Appeals; 10th Circuit Court of Appeals;

EXHIBIT A

D.C. Circuit Court of Appeals; U.S. Claims Court; U.S. Supreme Court.

Nature Of Legal Experience

Public Corporation Practice

Kellogg City Attorney (18 years); West Shoshone Hospital District, Central Shoshone Water District, Kellogg School District, City of Wardner, City of Pinehurst, special counsel to Wallace School District and Shoshone County, various smaller water and sewer districts.

Dealt with various legal issues confronting public corporations including labor negotiations, contracts for construction, employee issues, organization of water and sewer districts, employee policy manuals, issue of bonds for financing, road abandonment, advice to law enforcement officers, litigation, purchase by public corporation of private corporation assets.

Private Corporation Practice

Larger clients have included Forest Capital Partners LLC, The Bunker Hill Company, Hecla Mining Company, Asarco Incorporated, Sunshine Mining Company, Coeur d' Alene Mines Corporation, Coeur Silver Valley, Inc., Coeur Rochester, Inc., Coeur Alaska, Inc., small sawmills in Shoshone County and Western Washington.

Nature of practice includes:

Labor Law

Negotiation of labor-management agreements, NLRB representation elections, NLRB unfair labor practice charges, NLRB bargaining unit establishment, advice concerning response to grievances, handling of arbitrations regarding breach of labor contracts, advice with respect to employee discipline and termination. (Member of company negotiating team for Bunker Hill and Hecla. Company spokesman for negotiations for Sunshine and Coeur Silver Valley.)

Administrative Law And Public Regulation of Business

Environment And Safety. Deal with OSHA citations, MSHA citations, State Mine Inspector issues, EPA notice of permit violations, State notice of permit violations, administrative agency rule making. Defend the corporation in state and federal court with respect to water and air regulations and alleged permit violations. Petition for review in 9th Circuit and 10th Circuit with respect to EPA regulations for air and water. Legal advice with respect to NPDES permitting and mine operations permitting, including Idaho, Nevada and Alaska. Litigate Idaho Public Utility Commission rate cases and power supply contract issues.

Public Regulation Of Business-Public Reporting

Participate in disclosure to the public of financial and other information through news release and SEC filings. Participate in solution of corporate governance issues and compliance with Sarbanes-Oxley laws.

Corporate And Other Business Issues

Negotiation of construction contracts, contracts for acquisition of and disposal of business units, concentrate purchase and sale contracts, bank loan agreements, documents associated with issue of debt and equity securities (as local counsel), financial assurance documents with respect to mine operations and associated permits, participate in due diligence related to acquisition and sale of business units and assets, contracts for purchase and sale of assets including those located in foreign countries, creation of corporations, workmen's compensation claims and issues, business insurance questions including negotiation of political risk insurance with OPIC, small business issues, and various day-to-day business and corporate issues. Resolution of disputes regarding Forest Service contracts, negotiation of lumber and chip sales contracts, log purchase and sale contracts. Resolution of railroad freight matters.

Litigation In State And Federal Courts

Breach of contracts related to mines and other entities, securities fraud (local counsel), contract fraud, automobile accident cases, personal injury cases, civil rights (suits against law enforcement), ERISA cases (retiree medical coverage and pension benefits), air and water permit disputes, trespass involving the ordinary high

water mark of Lake Coeur d' Alene, breach of construction contracts, suit for alleged injury to children caused by lead, U.S. government action for damage to natural resources and response costs under CERCLA, suit for damage to private property caused by mill tailings, action to declare certain Idaho water regulations invalid, litigation over estates and wills, violation of easements and other agreements related to real property, professional malpractice, labor disputes and assorted other items of litigation, including a minor amount of criminal law, including homicide.

Office Practice

Wills and estate planning, deeds, easements, creation of some kinds of family trusts, organization of corporations for small businesses, assorted routine matters involving individuals and their issues.

Experience In Foreign Countries

Business issues, including acquisitions of assets and sale of assets, in the countries of France, New Zealand, Australia, Chile, Bolivia, Argentina and Mexico.

Appellate Court Matters

Lead counsel or substantial participation in the cases on appeal listed as follows:

Fawcett v. Irby, 92 Idaho 48 (1968)

Bratton v. Slininger, 93 Idaho 248 (1969)

American Silver Min. Co. v. Coeur d'Alene Mines Corp., 94 Idaho 54 (1971)

Metropolitan Life Insurance Co. v. First Security Bank of Idaho, 94 Idaho 489 (1972)

Hayes v. Gardner, 95 Idaho 137 (1972)

Yreka United, Inc. v. Harrison, 95 Idaho 430 (1973)

Nancy Lee Mines, Inc. v. Harrison, 95 Idaho 546 (1973)

Fisher v. Bunker Hill Co., 96 Idaho 341 (1974)

Leonard Const. Co. v. State ex rel. State Tax Commission, 96 Idaho 893 (1975)

Bunker Hill Co. v. E.P.A., 572 F.2d 1286 (9th Cir. 1977)

Bunker Hill Co. v. Washington Water Power Co., 101 Idaho 493 (1980)

Hecla Min. Co. v. Bunker Hill Co., 101 Idaho 557 (1980)

Bunker Hill Co. Lead and Zinc Smelter v. U.S. Environmental Protection Agency, 658 F.2d 1280 (9th Cir. 1981)

Kelly v. Adams County, Idaho, 718 F.2d 1110 (9th Cir. 1983)

Bower v. Bunker Hill Co., 725 F.2d 1221 (9th Cir. 1984)

Bunker Hill Co. v. United Steelworkers of America, 107 Idaho 155 (1984)

Bunker Hill Co. v. State ex rel. State Tax Com'n, 111 Idaho 457 (1986)

Frank v. Bunker Hill Co., 117 Idaho 790 (1988)

Dolph v. Hecla Min. Co., 119 Idaho 715 (1991)

Marias v. Marano, 120 Idaho 11 (1991)

United States v. Asarco Inc., 214 F.3d 1104 (9th Cir. 2000)

Asarco Inc. v. State, 138 Idaho 719 (2003)

Dr. James Cool, D.D.S. v. Mountainview Landowners Co-op. Ass'n, Inc., 139 Idaho 770 (2004)

Cases on appeal at the date of this list of experience include Baugh v. Coeur d' Alene Mines Corporation (state court, class action for private property damage caused by mill tailings); Independence Lead Mines Company v. Hecla Mining Company (state court, suit for breach of mining lease); and Cool v. Mountainview (state court, second appeal of the case listed above.)

Nov. 20. 2012 11:18AM

No. 1096 P. 6

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT

2012 NOV 21 A 8:44

MARIE SCOTT
CLERK DISTRICT COURT

DEPUTY

Paul D. Fitzpatrick ISBA #64897
K&L GATES LLP
618 West Riverside Avenue
Suite 300
Spokane, WA 99201-0602
Telephone: (509) 624-2100
Facsimile: - (509) 436-0146

Attorneys for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

IN THE MATTER OF THE ESTATE

OF

RALPH MAURICE AND JEANNE GREEN
REVOCABLE INTER-VIVOS TRUST/A
MARCH 26, 1998, AS AMENDED

NO. CV. 2012 - 2039

ORDER FOR APPOINTMENT OF
SPECIAL REPRESENTATIVE
UNDER SECTION 15-8-305, IDAHO
CODE

THIS MATTER having come on for hearing before this Court on Petition for Appointment of Special Representative filed herein, and it appearing that it would be in the best interests of the Trust described in the Petition to appoint a special representative to address the issues that have arisen concerning the Trust and the Court finding that the facts stated in the Petition are true, now, therefore,

IT IS ORDERED that WILLIAM H. BOYD is appointed under section 15-8-305, Idaho Code, as special representative for the trust beneficiary, Jeanne Green, and for unborn, unknown, or unascertained beneficiaries, to represent their respective interest in the Trust as provided in section 15-8-305, Idaho Code. The special representative shall be discharged of responsibility with respect to the Trust at such time as a written agreement is executed resolving the present issues, all as

ORDER FOR APPOINTMENT OF SPECIAL REPRESENTATIVE,
UNDER SECTION 15-8-305, IDAHO CODE - 1
E:\2012\00000025\117186_PDF\1704628230

K&L GATES LLP
618 WEST RIVERSIDE AVENUE
SUITE 300
SPOKANE, WA 99201-0602
TELEPHONE: (509) 624-2100
FACSIMILE: (509) 436-0146

EXHIBIT B

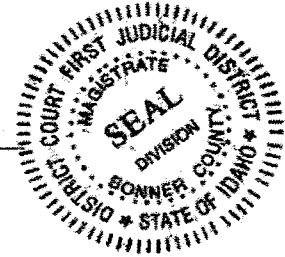
Nov. 20. 2012 11:18AM

Nov 1096 P. 7

provided in the statute, or if an agreement is not reached within six months from entry of this Order shall be discharged of responsibility, subject to subsequent reappointment under section 15-8-305, Idaho Code;

DONE IN OPEN COURT this 21 day of November, 2012.

Debra A. Stevie
JUDGE/MAGISTRATE



STATE OF IDAHO
County of Bonner

I, Marie Scott, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof now on file in this office. Witness my hand and seal of said Court on this, the 21 day of November 2012.
MARIE SCOTT, Clerk

By Cag Deputy

ORDER FOR APPOINTMENT OF SPECIAL REPRESENTATIVE
UNDER SECTION 15-8-305, IDAHO CODE - 2
K129630000665A1706_PDP117045P2B30

KRL GATES LLP
618 WEST RIVERBEND AVENUE
SUITE 300
SPOKANE, WA 99201-2602
TELEPHONE: (509) 634-0100
FACSIMILE: (509) 498-0146

STAFF GENERAL
 CLERK DISTRICT COURT
 2012 NOV 21 A 8:53
 CLERK DISTRICT COURT
 DEPUTY

CERTIFICATE OF MAILING

Case No. CV-22012-2039

I hereby certify that a true and correct copy of the
 foregoing Certified copy of Order for Appt of Special
Representative was FAXED, this 21 day of November, 2012, to
 the following:

Paul Fitzpatrick, Attorney
 FAX: 509-456-0146

[Signature]
 Deputy Clerk

Paul D. Fitzpatrick ISBA #6489
K&L GATES LLP
618 West Riverside Avenue
Suite 300
Spokane, WA 99201-0602
Telephone: (509) 624-2100
Facsimile: (509) 456-0146

Attorneys for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

IN THE MATTER OF THE ESTATE

OF

RALPH MAURICE AND JEANNE GREEN
REVOCABLE INTER VIVOS TRUST U/A
MARCH 26, 1998, AS AMENDED

No.

ORDER FOR APPOINTMENT OF
SPECIAL REPRESENTATIVE
UNDER SECTION 15-8-305, IDAHO
CODE

THIS MATTER having come on for hearing before this Court on Petition for Appointment of Special Representative filed herein, and it appearing that it would be in the best interests of the Trust described in the Petition to appoint a special representative to address the issues that have arisen concerning the Trust and the Court finding that the facts stated in the Petition are true, now, therefore,

IT IS ORDERED that WILLIAM F. BOYD is appointed under section 15-8-305, Idaho Code, as special representative for the trust beneficiary, Jeanne Green, and for unborn, unknown, or unascertained beneficiaries, to represent their respective interest in the Trust as provided in section 15-8-305, Idaho Code. The special representative shall be discharged of responsibility with respect to the Trust at such time as a written agreement is executed resolving the present issues, all as

ORDER FOR APPOINTMENT OF SPECIAL REPRESENTATIVE
UNDER SECTION 15-8-305, IDAHO CODE - 1

K:\2969000\00851117045_PDF\17045P28.JO

K&L GATES LLP
618 WEST RIVERSIDE AVENUE
SUITE 300
SPOKANE, WA 99201-0602
TELEPHONE: (509) 624-2100
FACSIMILE: (509) 456-0146

provided in the statute, or if an agreement is not reached within six months from entry of this Order shall be discharged of responsibility, subject to subsequent reappointment under section 15-8-305, Idaho Code.

DONE IN OPEN COURT this ____ day of November, 2012.

JUDGE/MAGISTRATE

ORDER FOR APPOINTMENT OF SPECIAL REPRESENTATIVE
UNDER SECTION 15-8-305, IDAHO CODE - 2

K:\2969000\008511\17045_PDF\17045P28.JO

K&L GATES LLP
618 WEST RIVERSIDE AVENUE
SUITE 300
SPOKANE, WA 99201-0602
TELEPHONE: (509) 624-2100
FACSIMILE: (509) 456-0146

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
 1673 W. Shoreline Drive, Suite 200 [83702]
 P.O. Box 7808
 Boise, ID 83707-7808
 Telephone: (208) 489-8989
 Facsimile: (208) 489-8988
 Email: eric@jonesandswartzlaw.com
 mark@jonesandswartzlaw.com

STATE OF IDAHO
 COUNTY OF BONNER
 FIRST JUDICIAL DIST.
 2013 NOV 26 PM 1 37
 CLERK DISTRICT COURT
 DEPUTY

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-2013-1509

**PLAINTIFFS' MEMORANDUM
 IN OPPOSITION TO MOTION
 FOR APPOINTMENT OF
 WILLIAM F. BOYD AS
 GUARDIAN AD LITEM**

The Plaintiffs, Dwight Randy Green, Kathy Lefor, and Gary Green, agree that a guardian ad litem for Jeanne Green is appropriate, but oppose Mr. William F. Boyd acting as such

guardian ad litem. Mr. Boyd previously served as a Special Representative for Jeanne Green. During his service, Mr. Boyd, in concert with James Green, gifted all of Jeanne Green's stock in Green Enterprises to James Green. The gifting of that stock is, *inter alia*, at issue in this lawsuit.¹ Mr. Boyd will, necessarily, be a witness in this lawsuit. As such, Mr. Boyd is not an appropriate choice to serve as Jeanne Green's guardian ad litem.

James Green is making his motion for appointment of guardian ad litem to avoid any claim of impropriety or bias on his part as Jeanne Green's attorney-in-fact.² Because of Mr. Boyd's prior service as Jeanne Green's Special Representative, and because his service is at issue in this lawsuit, Mr. Boyd's appointment as guardian ad litem would not accomplish James Green's stated purpose of his motion. Additionally, given Mr. Boyd's prior service as Special Representative and prior involvement with James Green, it does not appear that Mr. Boyd could serve without a conflict of interest, which is a requirement of Idaho Code § 15-1-403.

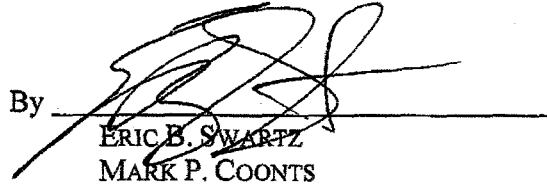
Plaintiffs suggest that appointment of a qualified, disinterested, person would be a more appropriate choice as guardian ad litem for Jeanne Green. In the coming weeks, Plaintiffs anticipate filing a Motion for Injunctive Relief, which will include a request that James Green be enjoined from, *inter alia*, exercising representative capacity powers over Jeanne Green's estate and health. An appointment of a guardian ad litem who could act on Jeanne Green's behalf in this litigation as well as on her behalf in regard to her healthcare may be the most efficient choice. Plaintiffs are in the process of contacting such proposed representatives. Regardless of whether a single appointment can be made for both roles, Mr. Boyd is not an appropriate choice for guardian ad litem, and James Green's motion for such appointment should be denied.

¹ *In the Matter of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, U/A March 26, 1998, as Amended*, Bonner County Case No. CV-OC-2012-2039.

² Motion for Appointment of Guardian Ad Litem, p. 2.

DATED this 26th day of November, 2013.

JONES & SWARTZ PLLC

By 
 ERIC B. SWARTZ
 MARK P. COONTS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of November, 2013, a true and correct copy of the foregoing document was served on the following individual(s) by the method indicated:

John F. Magnuson
 Attorney at Law
 1250 Northwood Center Court, Suite A
 P.O. Box 2350
 Coeur d'Alene, ID 83814
*Counsel for Defendants
 James Green and Jeanne Green*

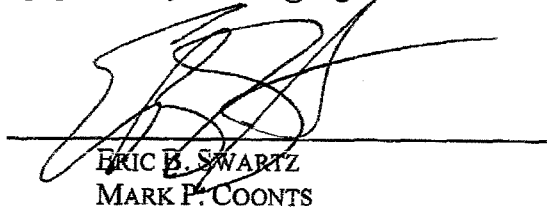
- U.S. Mail
- Fax: (208) 667-0500
- Overnight Delivery
- Hand Delivery
- Email: john@magnusononline.com

Paul W. Daugharty
 Attorney at Law
 110 E. Wallace Avenue
 Coeur d'Alene, ID 83814
*Counsel for Defendant
 Green Enterprises, Inc.*

- U.S. Mail
- Fax: (208) 666-0550
- Overnight Delivery
- Hand Delivery
- Email: paul@pdaughartylaw.com

The Honorable John T. Mitchell
 District Judge
 Kootenai County District Court
 324 W. Garden Avenue
 P.O. Box 9000
 Coeur d'Alene, ID 83816-9000

- U.S. Mail
- Fax: (208) 446-1188
- Overnight Delivery
- Hand Delivery
- Email: jmitchell@kcgov.us


 ERIC B. SWARTZ
 MARK P. COONTS

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2013 DEC 3 AM 10 29
CLERK OF DISTRICT COURT
DEPUTY

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

AFFIDAVIT REGARDING DECEMBER 2, 2013 "ORDER DENYING MOTION TO SET ASIDE NONJUDICIAL RESOLUTION AGREEMENT" IN BONNER COUNTY CASE NO. CV-12-2039

**AFFIDAVIT REGARDING RE: DECEMBER 2, 2013
ORDER DENYING MOTION TO SET ASIDE
NONJUDICIAL RESOLUTION AGREEMENT
IN BONNER COUNTY CASE NO. CV-12-2039 - PAGE 1**

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

I, JOHN F. MAGNUSON, being first duly sworn on oath, depose and say:

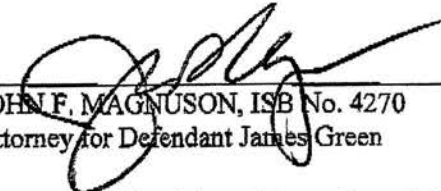
1. I am the attorney of record for Defendant James Green in this proceeding. I am over the age of eighteen (18), have personal knowledge of the matters set forth herein, and am otherwise competent to testify thereto.

2. Attached hereto as Exhibit A is a true and correct copy of a "Order Denying Motion to Set Aside Nonjudicial Resolution Agreement" entered by Judge Heise in Bonner County Case No. CV-2012-2039 on December 2, 2013.

3. Due to the fact that the Order was not entered until yesterday (the day before a 2:00 p.m. hearing noticed for December 3 in this proceeding), it could not previously be made a part of the Court record.

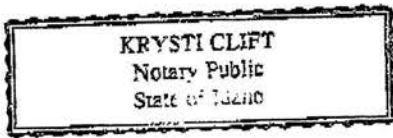
4. This Affidavit is submitted in support of the request of Defendant James Green that the Court take judicial notice of the Order attached hereto as Exhibit A.

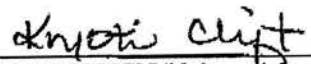
DATED this 3rd day of December, 2013.



JOHN F. MAGNUSON, ISB No. 4270
Attorney for Defendant James Green

SUBSCRIBED AND SWORN to before me this 3rd day of December, 2013.


KRYSTI CLIFT
Notary Public
State of Idaho



NOTARY PUBLIC in and for the State of Idaho
Residing at: Coeur d'Alene
My Commission expires: 11/13/14

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of December, 2013, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

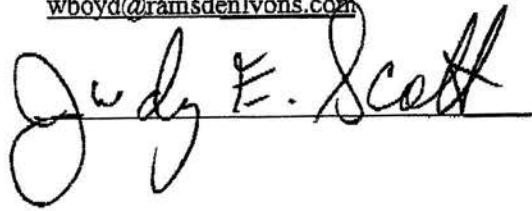
U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
[\(lkwhite110@aol.com\)](mailto:lkwhite110@aol.com)

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wboyd@ramsdenvons.com



GREEN v GREEN-13-1509.JPM.AFF.wpd

**AFFIDAVIT REGARDING RE: DECEMBER 2, 2013
ORDER DENYING MOTION TO SET ASIDE
NONJUDICIAL RESOLUTION AGREEMENT
IN BONNER COUNTY CASE NO. CV-12-2039 - PAGE 3**

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 DEC 2 PM 12 58

CLERK DISTRICT COURT

DEPUTY

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

In the Matter of the)

RALPH MAURICE AND JEANNE GREEN)
REVOCABLE INTER VIVOS TRUST, U/A)
MARCH 26, 1998, AS AMENDED)

CASE NO. CV-2012-2039

ORDER DENYING)
MOTION TO SET ASIDE)
NONJUDICIAL RESOLUTION)
AGREEMENT)

The MOTION TO SET ASIDE NONJUDICIAL RESOLUTION AGREEMENT AS VOID filed September 13, 2013 by Petitioners Dwight Randy Green, Kathy Lefor, and Gary Green was heard November 4, 2013. Petitioners were represented by counsel Mark Coontz. Respondent James Green, successor trustee of the Ralph Maurice and Jeanne Green Revocable Trust, U/A March 26, 1998, as Amended, was represented by counsel John Magnuson. Petitioners allege that the Nonjudicial Agreement entered December 19, 2012 pursuant to Idaho Code 15-8-302 is void because it failed to include all parties. Petitioners seek an Order setting aside the Agreement and restoring the parties to the positions they held prior to the agreement.

ORDER DENYING MOTION TO
SET ASIDE NONJUDICIAL RESOLUTION
AGREEMENT

EXHIBIT A

PROCEEDINGS TO DATE

The RALPH MAURICE and JEANNE GREEN REVOCABLE INTER VIVOS TRUST agreement was executed by Ralph Maurice Green and Jeanne Green, husband and wife, on March 26, 1998; they named themselves settlors and trustees. Article Twelve of the trust agreement provides that "[u]pon the death of the Surviving Spouse, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living child of the Settlers and one(1) share for each deceased child of the Settlers who shall leave issue then living." The trust instrument identifies the then living children as James M. Green, Gary L. Green, Kathy L. Lefor, Dwight Randy Green, and Sheila Alice Green.

The Greens amended the trust several times over the years. The SIXTH AMENDMENT TO THE REVOCABLE TRUST dated October 28, 2011 omits Gary Green, Kathy Lefor, and Dwight Randy Green as beneficiaries. The Sixth Amendment states that "[i]t is the settlors' desire that GARY L. GREEN, KATHY L. LEFOR, and DWIGHT RANDY GREEN be omitted as beneficiaries of this trust and desire that they take nothing under this trust." The Sixth Amendment provides that upon the death of the surviving spouse, the Trustee shall distribute 100% of the trust assets to James M. Green, and in the event James M. Green predeceases the settlors, that his share shall go to his children.

Petitioners in this case, Gary L. Green, Kathy L. Lefor, and Dwight Randy Green, are not attacking the validity of the Sixth Amendment to the trust in this proceeding according to statements made by their counsel in open court.¹

¹ However, as noted hereafter, the same day they filed this Motion, Petitioners filed an action in District Court challenging the validity of the Sixth Amendment to the Trust.

The NONJUDICIAL RESOLUTION AGREEMENT was filed with the court in the above-entitled matter on December 19, 2012. It was signed by Ralph M. Green as trustee, Ralph M. Green as life trust income and principal beneficiary, James M. Green as trust remainder beneficiary, and William F. Boyd, special representative appointed pursuant to IC 15-8-305 to represent the interests of Jeanne Green, life trust income and principal beneficiary. By its terms, the Resolution Agreement was entered into to avoid the anticipated reduction in the federal lifetime exemption from estate and gift tax.² The Agreement states that the liquid assets of Ralph and Jeanne "are inadequate to pay the federal estate tax should the exemption and rates change..." and that the tax burden "could be several million dollars." The Agreement provides for the sale and distribution of shares Green Enterprises, Inc., the primary trust asset, from Ralph and Jeanne to James.

By way of background, Petitioners in this case, Gary Green, Kathy Lefor, and Dwight Randy Green, on February 13, 2012, filed a Petition for Appointment of Guardian and Conservator over Jeanne Green, asserting that she was incapacitated; that case was assigned Bonner County Case No. CV-2012-0244. On August 28, 2012, after a hearing on the merits, then Magistrate Judge Barbara Buchanan entered an Order of Dismissal, determining that the proposed ward, Jeanne Green, was "not an 'incapacitated person' as that phrase is defined in IC 15-5-101(a).....and that neither a guardianship nor a conservatorship is appropriate...."

² The Agreement notes that without action by the U.S. Congress by December 31, 2012, the lifetime exemption from federal estate and gift tax would be reduced from \$5,120,000 to \$1,000,000 per person with the tax rate on amounts above the exemption to increase from 35% to 55%. According to the Agreement, the appraised value of the 407 acres of real property owned by Green Enterprises, Inc., the trust's primary asset, is \$6,800,000.

ORDER DENYING MOTION TO
 SET ASIDE NONJUDICIAL RESOLUTION
 AGREEMENT

On November 21, 2012, this Court entered an Order in this case pursuant to Idaho Code 15-8-305 appointing attorney William F. Boyd as Special Representative for Jeanne Green in her capacity as trust beneficiary.

Also by way of background, Petitioners in this case, Gary Green, Kathy Lefor, and Dwight Randy Green, on May 29, 2012, filed a Complaint in the First District Court, Case No. CV-2012-917, individually and as shareholders of Green Enterprises, Inc., against Green Enterprises, Inc., Ralph Green, individually and as trustee, and James and Barbara Green, husband and wife; it was a derivative action alleging breach of fiduciary duties, conversion, self-dealing, and conflict of interest. Pursuant to Stipulation, that case was dismissed without prejudice by District Judge Steve Verby on January 9, 2013.

Finally, as noted in Footnote 1, concurrently with the filing of this Motion on September 13, 2013, Petitioners filed a separate action in the First District Court, entitled Dwight Randy Green, Kathy Lefor and Gary Green vs. James Green, Ralph Maurice and Jeanne Green Revocable Intervivos Trust, and Green Enterprises, Inc., which has been assigned Bonner County Case No. CV 2013-1509. District Judge Barbara Buchanan was disqualified by Petitioners and the case was reassigned to District Judge John Mitchell. The court file is in the possession of Judge Mitchell; a hearing on Defendants' Motion for Guardian ad Litem for Jeanne Green is set December 3, 2013 in Kootenai County. According to Petitioners' Brief filed in this case, that lawsuit....:

..... challenges the purported sixth amendment to the Trust that eliminated Randy, Kathy, and Gary from a distribution pursuant to Section Twelve, Article Six. Pending the outcome of the litigation, Randy, Kathy, and Gary may have an interest in the Trust's property pursuant to Article Twelve, Section Six, equal to James' interest.

ORDER DENYING MOTION TO
SET ASIDE NONJUDICIAL RESOLUTION
AGREEMENT

Notwithstanding their separate lawsuit, Petitioners do not challenge the validity of the Sixth Amendment to the Trust by way of this Motion. Instead, they contend that they "still had an interest in a distribution from the Trust and should have been included in the TEDRA action." Their Brief in this action states:

Article Twelve, Section Six, was amended to leave all of the Trust property to James. As a result, James was the only sibling included in the TEDRA proceeding. Since he was to inherit all of the property under Section Six, the TEDRA resolution gave James all of Ralph and Jeanne's Green Enterprise shares.

The other children, however, were still eligible to receive a distribution of Trust property. Pursuant to Article Twelve, Section Four, the Trustee is required to determine if any of the Trust's property should be given to any of Ralph and Jeanne's children prior to transferring all of the Trust's property. While the Trustee was not obligated to make such distribution, the Trustee was required to consider such distribution before gifting the majority of the Trust assets directly to James. Therefore, Randy, Kathy, and Gary were interested parties and they should have been made parties to the TEDRA action.

Article Twelve, Section Four of the trust states:

After the death of the Surviving Spouse, but prior to division into shares pursuant to Paragraph (6), the Trustee may pay to or apply for the benefit of any one or more of the Settlor's children such sums from the principal of Trust B in such shares and proportions as in its sole discretion shall be necessary or advisable from time to time for the health, education, support and maintenance of the Settlor's children, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Settlor's children known to the Trustee. Any payment or application of benefits for a child of the Settlor pursuant to this Paragraph shall be charged against the ultimate distributive share of a beneficiary or remainderman to whom or for whose benefit the payment is made. (Emphasis supplied)

Accordingly, because Petitioners are not challenging the Sixth Amendment to the Trust in this proceeding, their argument is exclusively that they are given the status as a "party," entitled to notice and participation in the TEDRA proceedings, by Article Twelve, Section Four of the Trust Agreement.

ORDER DENYING MOTION TO
SET ASIDE NONJUDICIAL RESOLUTION
AGREEMENT

LEGAL ANALYSIS

The sole issue presented by Petitioners in this case is whether the Non-Judicial Resolution Agreement, which disposes of shares of Green Enterprises, Inc., held in the trust, by sale and/or gift to James Green, is void because Petitioners failed to get notice. Logically, the first issue is whether Petitioners were entitled to notice, and secondly, even if Petitioners were entitled to notice, the second issue is whether failure to give them notice renders the Nonjudicial Resolution Agreement void.

Idaho Code 15-8-302 provides in its entirety:

15-8-302. BINDING AGREEMENT. Sections 15-8-301 through 15-8-305, Idaho Code, shall be applicable to the resolution of any matter, as defined in section 15-8-103, Idaho Code, other than matters subject to chapter 5, title 15, Idaho Code, or a trust for a minor or other incapacitated person created at its inception by the judgment or decree of a court unless the judgment or decree provides that sections 15-8-301 through 15-8-305, Idaho Code, shall be applicable. *If all parties agree to a resolution of any such matter, then the agreement shall be evidenced by a written agreement signed by all parties. Subject to the provisions of section 15-8-304, Idaho Code, the written agreement shall be binding and conclusive on all persons interested in the estate or trust.* The agreement shall identify the subject matter of the dispute and the parties. If the agreement or a memorandum of the agreement is to be filed with the court under section 15-8-303, Idaho Code, the agreement may, but need not, include provisions specifically addressing jurisdiction, governing law, the waiver of notice of the filing and the discharge of any special representative who has acted with respect to the agreement. If a party who virtually represents another person under section 15-8-205, Idaho Code, signs the agreement, then the party's signature constitutes the signature of all persons whom the party virtually represents, and all the virtually represented persons shall be bound by the agreement. (Emphasis supplied.)

Petitioners have cited no case law to support their claim that as omitted beneficiaries, they were entitled to notice, and/or that failure to give them notice rendered the Nonjudicial Resolution Agreement void. They rely exclusively on Idaho Code 15-3-302, which states that “[i]f all parties” agree to a resolution of any such matter, the agreement shall be signed by “all

ORDER DENYING MOTION TO
SET ASIDE NONJUDICIAL RESOLUTION
AGREEMENT

parties." They assert that they are "parties" by virtue of Article Twelve, Section Four. Again, they cite no case law; in fact, they cite no authority whatsoever other than their interpretation of the Trust agreement. This Court could locate no applicable authority in the Restatement (Third) of Trusts, database updated by Westlaw October 2013 to support Petitioners' claim. In fact, to the contrary, the encyclopedic law is clear that the "settlor of an inter vivos trust has the power to revoke or modify the trust to the extent the terms of the trust so provide." See Section 63, Part 5, Chapter 13. The comments to that section note that "revocable trusts are not 'testamentary' for purposes of formalities and procedure."

Idaho Code 15-8-103(3) defines "party" as follows:

- (3) "Party" or "parties" means each of the following persons who has an interest in the subject of the particular proceeding and whose name and address are known to, or are reasonably ascertainable by, the petitioner:
- (a) The trustor if living;
 - (b) The trustee;
 - (c) The personal representative;
 - (d) An heir;
 - (e) A beneficiary, including devisees, legatees, and trust beneficiaries;
 - (f) The surviving spouse of a decedent with respect to his or her interest in the decedent's property;
 - (g) A guardian ad litem;
 - (h) A creditor;
 - (i) Any other person who has an interest in the subject of the particular proceeding;
 - (j) The attorney general if required under section 67-1401(5), Idaho Code;
 - (k) Any duly appointed and acting legal representative of a party such as a guardian, conservator, special representative, or attorney in fact;
 - (l) Where applicable, the virtual representative of any person described in this subsection (3), the giving of notice to whom would meet notice requirements as provided in section 15-8-204, Idaho Code; and
 - (m) The owner or the personal representative of the estate of the deceased owner of the nonprobate asset that is the subject of the particular proceeding, if the subject of the particular proceeding relates to the beneficiary's liability to a decedent's estate or creditors under section 15-6-107, Idaho Code.

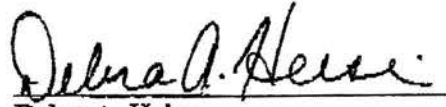
ORDER DENYING MOTION TO
SET ASIDE NONJUDICIAL RESOLUTION
AGREEMENT

The Sixth Amendment to the Trust makes it clear that Petitioners are "omitted as beneficiaries of this trust" and that the settlors "desire that they [Petitioners] take nothing under this trust." There is no definition of "party" in Idaho Code 15-8-103(3) that includes them at this point. They are no longer beneficiaries. They no longer have "an interest in the subject of the particular proceeding," nor is there any evidence that they are heirs. The language of Article Twelve, Section Four of the Trust which provides that "the Trustee *may* pay to or apply for the benefit of any one or more of the Settlor's children..." arguably no longer applies by virtue of the Sixth Amendment. In any event, there is nothing about that language that elevates them to the status of "party" as defined by Idaho Code 15-8-103(3).

Accordingly, Petitioners have failed to establish that there was any procedural defect in the Nonjudicial Resolution Agreement that would render the Agreement void.

NOW, THEREFORE, IT IS HEREBY ORDERED that the MOTION TO SET ASIDE NONJUDICIAL RESOLUTION AGREEMENT AS VOID is DENIED.

DATED: December 2, 2013.


Debra A. Heise

ORDER DENYING MOTION TO
SET ASIDE NONJUDICIAL RESOLUTION
AGREEMENT

I hereby certify that a true and correct copy of the foregoing ORDER was both mailed by U.S. Mail, postage prepaid, and faxed this 2 day of December, 2013, as follows:

Mr. Eric Swartz
Mr. Mark P. Coonts
JONES & SWARTZ
P.O. Box 7808
Boise, ID 83707-7808
FAX: 208-489-8988

Mr. John Magnuson
Attorney at Law
P.O. Box 2350
Coeur d'Alene, ID 83814
FAX: 208-667-0500

CAO
Secretary/Deputy Clerk

Description		BONNER CV 2013-1509 Green vs Green 20131203 Motion Judge Mitchell Court Reporter Julie Foland Clerk Jeanne Clausen	
Date	12/3/2013	Location	1K-COURTROOM8
Time	Speaker	Note	
02:03:22 PM	J	Calls case - John Magnuson present on behalf of Defendant. Mr. Schwartz is present telephonically. Paul Daugherty not present who represents Green, Inc. Motion brought by defendants for appointment of guardian ad item. Reviews documents read in preparation for this hearing. Mr. Boyd is present in the courtroom.	
02:08:08 PM	DA	I don't believe you have missed any documents.	
02:08:20 PM	PA	Agrees.	
02:08:23 PM	J	I would like to have a discussion about when to try this case?	
02:08:50 PM	PA	At the earliest Fall in 2014.	
02:09:30 PM	DA	No discovery taken as of today's date. There needs to be ample amount of time to allow for more disposition motions. 60 to 90 days would be in a better position to set.	
02:10:16 PM	J	My problem id finding time for a status conference. I would like to get this on the calendar. Best to get on books now even if we have to move it in the future. I will set this for a 2 wk court trial beginning 1/26/15.	
02:15:02 PM	DA	Objection to court taking judicial notice of order by Judge Heise.	
02:15:53 PM	PA	No objection.	
02:15:59 PM	J	I will take judicial notice.	
02:16:33 PM	DA	Complaint of about 50 pages. Ralph and Jean Green were husband and wife. Ralph passed away earlier this year. They have 4 children. Property on Lake Ponderay. They deeded it to Green Enterprises Inc. Transferred gifts to children of land. Created a Trust. Trust agreement Under went numerous revisions. Amendment in Fall of 2011 (6th amendment). Disagreements as to corporation should be managed and property. Disagreements resulted in 6th amendment of trust - removed Kathy, Gary and Randy as beneficiaries of trust. Jim was placed as successor trustee. Kathy, Gary & Randy filed a proceeding in Bonner Co to challenge Jean competency. Jean Greene was found not an incapacitated person and could manage her own affairs. Jean had a few falls and moved into a care facility. Mr. Green became concerned about the "fiscal clip". Trust agreement was filed with the court. Mr. Jim Green's position is he acted as a power of attorney for his mother. Whatever he does will be subject to criticism. Jim Green is asking for a guardian ad litem	

		for Jean Green. He has nominated Mr. Boyd who has represented Ms. Green in past. He has 40 yrs experience in matters of a similar nature. He will be neutral and acting on behalf of Jean Green.
<u>02:28:21 PM</u>	J	Plaintiff's memorandum - Mr. Boyd is not an appropriate choice, but doesn't explain why. Doesn't explain conflict.
<u>02:28:52 PM</u>	DA	Mr. Boyd is nominated as guardian ad litem. He is an attorney, but won't be acting as her attorney. He is fully available to testify if need be. I don't know how Mr. Boyd will act.
<u>02:30:35 PM</u>	PA	We would like a guardian ad litem. He will be a material witness, but can't be on stand and represents Jean Green. This is nothing personal against Mr. Boyd, just his prior service in this case. A better choice maybe a person who can act without a conflict of interest.
<u>02:32:32 PM</u>	DA	Mr. Boyd is charged as guardian ad litem. He will not be her attorney. He maybe a witness based upon the tedra proceeding, unspecified conflict and isn't apparent. There isn't a really articulated bases to deny Mr. Boyd's qualifications.
<u>02:33:52 PM</u>	J	Grant Mr. Boyd as guardian ad litem. Mr. Magnuson to prepare order. Reviews plaintiff's memorandum in opposition to motion for guardian ad litem. I don't see a conflict. A difference between guardian ad litem and attorney for Jean Green. A different Judge has approved Mr. Boyd to be guardian ad litem in a different case. Jean Green's interest will be the same in both cases. I don't know what conflict interest will be, I have been given no facts or authority, I feel the motion should be granted. Having Mr. Boyd familiar with tedra action would reduce costs. Waste of interest to bring another person besides Mr. Boyd up to speed.
<u>02:37:52 PM</u>	PA	Nothing further.
<u>02:38:01 PM</u>	DA	Nothing further.
<u>02:38:08 PM</u>	J	Mr Daugherty hasn't been present on behalf to his client today, I will assume he has no interest in the proceeding here today.
<u>02:38:47 PM</u>	End	

Produced by FTR Gold™
www.fortherecord.com

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
1673 W. Shoreline Drive, Suite 200 [83702]
P.O. Box 7808
Boise, ID 83707-7808
Telephone: (208) 489-8989
Facsimile: (208) 489-8988
Email: eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Attorneys for Plaintiffs

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 DEC 24 PM 1 37

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-2013-1509

**NOTICE OF SERVICE OF
DISCOVERY REQUESTS**

TO: THE CLERK OF THE ABOVE-ENTITLED COURT

NOTICE OF SERVICE OF DISCOVERY REQUESTS - 1

147

PLEASE TAKE NOTICE that on the 24th day of December, 2013, Plaintiff Kathy Lefor, by and through her counsel of record, Jones & Swartz PLLC, served **PLAINTIFF KATHY LEFOR'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO DEFENDANT GREEN ENTERPRISES, INC.**, together with a copy of this **NOTICE OF SERVICE**, upon counsel for said Defendant as follows:

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814
*Counsel for Defendant
Green Enterprises, Inc.*

U.S. Mail
 Fax: (208) 666-0550
 Overnight Delivery
 Hand Delivery
 Email: paul@pdaughartylaw.com

With a courtesy copy to:

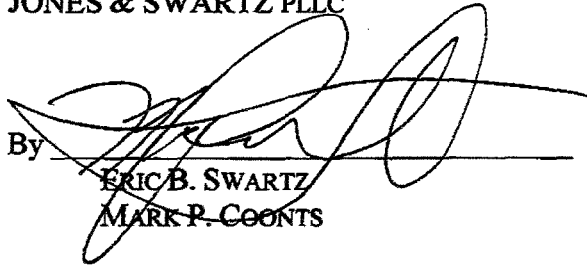
John F. Magnuson
Attorney at Law
1250 Northwood Center Court, Suite A
P.O. Box 2350
Coeur d'Alene, ID 83814
*Counsel for Defendants
James Green and Jeanne Green*

U.S. Mail
 Fax: (208) 667-0500
 Overnight Delivery
 Hand Delivery
 Email: john@magnusononline.com

DATED this 24th day of December, 2013.

JONES & SWARTZ PLLC

By


ERIC B. SWARTZ
MARK P. COONTS

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
1673 W. Shoreline Drive, Suite 200 [83702]
P.O. Box 7808
Boise, ID 83707-7808
Telephone: (208) 489-8989
Facsimile: (208) 489-8988
Email: eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Attorneys for Plaintiffs

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2013 DEC 24 PM 1 37

CLERK OF DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-2013-1509

**NOTICE OF SERVICE OF
DISCOVERY REQUESTS**

TO: THE CLERK OF THE ABOVE-ENTITLED COURT

NOTICE OF SERVICE OF DISCOVERY REQUESTS - 1

149

PLEASE TAKE NOTICE that on the 24th day of December, 2013, Plaintiff Kathy Lefor, by and through her counsel of record, Jones & Swartz PLLC, served **PLAINTIFF KATHY LEFOR'S FIRST SET OF INTERROGATORIES, REQUESTS FOR PRODUCTION, AND REQUESTS FOR ADMISSION TO DEFENDANT JAMES GREEN**, together with a copy of this **NOTICE OF SERVICE**, upon counsel for said Defendant as follows:

John F. Magnuson
Attorney at Law
1250 Northwood Center Court, Suite A
P.O. Box 2350
Coeur d'Alene, ID 83814
*Counsel for Defendants
James Green and Jeanne Green*

U.S. Mail
 Fax: (208) 667-0500
 Overnight Delivery
 Hand Delivery
 Email: john@magnusononline.com

With a courtesy copy to:

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814
*Counsel for Defendant
Green Enterprises, Inc.*

U.S. Mail
 Fax: (208) 666-0550
 Overnight Delivery
 Hand Delivery
 Email: paul@pdaughartylaw.com

DATED this 24th day of December, 2013.

JONES & SWARTZ PLLC

By 

ERIC B. SWARTZ
MARK P. COONTS

FIRST JUDICIAL DISTRICT COURT, STATE OF IDAHO
IN AND FOR THE COUNTY OF BONNER

FILED 12/30/13 AT 03:03 PM
STATE OF IDAHO, COUNTY OF BONNER .SS
CLERK OF THE DISTRICT COURT

BY _____
DEPUTY CLERK

DWIGHT RANDY GREEN, ET AL,

VS.

JAMES GREEN, ET AL

)
) Case No: CV-2013-1509
)
) SCHEDULING ORDER, NOTICE
) OF TRIAL SETTING AND INITIAL
) PRETRIAL ORDER
)
)

Pursuant to I.R.C.P. 16, IT IS HEREBY ORDERED:

1. A Court Trial Scheduled for 14 DAYS will commence at the Bonner Courthouse on Monday, January 26, 2015, at 09:00 AM. If possible, cases set for the same day will be tried on a "to follow" basis.

2. The Court, at its discretion, will set the priority for each of the civil matters set for trial on the above date. Any party may request a priority setting by filing a Request for Priority Setting, copy to the Court in chambers. The Court will attempt to give priority to cases where such Request for Priority Setting is filed, in the order in which they are filed. Prior participation in mediation is a factor in granting priority. Notice is hereby given that all civil trial settings are subject to being preempted by the court's criminal calendar.

In order to assist with the trial of this matter IT IS HEREBY FURTHER ORDERED:

1. a. PRETRIAL EVENTS: Before noticing a deposition, hearing or other pretrial event, a lawyer shall consult and work with opposing counsel to accommodate the needs and reasonable requests of all witnesses and participating lawyers.

b. MOTION PRACTICE: Before setting a motion for a hearing, a lawyer shall make a reasonable effort to resolve the issue without involving the Court. A lawyer who has no valid objection to an opponent's proposed motion must promptly make this position known to opposing counsel and the Court. After a hearing, a lawyer charged with preparing the proposed order shall draft it promptly, striving to fairly and accurately

articulate the Court's ruling. Before submitting the proposed order to the Court, the lawyer shall provide a copy to opposing counsel who shall promptly voice any objections. If the lawyers cannot resolve all objections, the drafting lawyer shall promptly submit the proposed order to the Court, stating any unresolved objections.

c. **PRETRIAL MOTIONS (other than Summary Judgment):** The last day for filing pretrial motions (other than Summary Judgment, except for *motions in limine* concerning witnesses and exhibits designated under paragraphs 6 and 7 respectively of this Pretrial Order) shall be **twenty-one ___ (21) days prior to Trial**. Motions *in limine* concerning designated witnesses and exhibits shall be submitted in writing at **least seven ___ (7) days prior to Trial**. Motions *in limine* concerning any designated exhibit shall attach copies of the exhibit in issue. Motions *in limine* regarding designated witnesses shall attach copies of the discovery requests claimed to require the earlier disclosure and a representation by counsel regarding the absence of a prior response from the party to whom the discovery was directed. The fact that a party has submitted discovery to another party and has not filed motions to compel in advance of trial does not, in and of itself, waive an objection by that party as to the timeliness of disclosure of witnesses and exhibits by the other party as required by this order.

d. **MOTIONS FOR SUMMARY JUDGMENT:** Motions for summary judgment shall be timely filed so as to be heard not later than **ninety-one ___ (91) days (thirteen weeks) before Trial**. (**NOTICE: DUE TO COURT CALENDAR CONGESTION YOU SHOULD CONTACT THE COURT CLERK AT LEAST THREE MONTHS BEFORE THE DATE YOU ARE REQUESTING, FOR A HEARING DATE/TIME FOR SUMMARY JUDGMENT MOTIONS**). There shall be served and filed with each motion for summary judgment a separate concise statement, together with references to the record, of each of the material facts as to which the moving party contends there are no genuine issues of dispute. Any party opposing the motion shall, **not later than fourteen ___ (14) days prior to the date of the hearing**, serve and file a separate concise statement, together with references to the record, setting forth all material facts as to which it is contended there exist genuine issues necessitating litigation. In determining any motion for summary judgment, the Court may assume that the facts as claimed by the moving party are admitted to exist without controversy, except and to the extent that such facts are asserted to be actually in good faith controverted by a statement filed in opposition to the motion.

e. **SCHEDULING HEARINGS ON MOTIONS:** All hearing dates and times must be arranged by contacting the Court's Clerk. When making that request, an estimate of the amount of time needed must be given. A Notice of Hearing shall be filed and served in compliance with I.R.C.P. 7(b)(3)(A). Once a hearing date and time has been obtained from the Court's Clerk, no party may add additional hearings to that time set for hearing without obtaining the prior approval of the Court's Clerk.

f. **MOTION OR STIPULATION TO CONTINUE:** Continuances are discretionary with the Court and will be granted only under extraordinary circumstances, not within the control of the parties and not foreseeable. A hearing or trial may be continued only by the Court. Continuances will be granted sparingly and only in those circumstances where the obstacles to proceeding with the case cannot be resolved by any means other than granting a continuance. Continuances will not be granted solely because all parties agree to a continuance. In exercising its discretion to grant or deny a continuance, the Court may consider the following factors:

- Availability of alternative court dates.
- Age of the case and the nature of any previous continuances or delays attributable to either party.
- The proximity of the scheduled event.
- The availability of an *earlier* date for the event.
- Whether the continuance may be avoided by substitution of other counsel.
- The prejudice or inconvenience caused to the party not requesting the continuance.
- The diligence of counsel in attempting to avoid the continuance and in bringing it to the attention of the court and opposing counsel promptly.

The request for a continuance shall be in a motion signed by counsel and filed immediately upon discovering the need for a continuance. The motion should be supported by an affidavit stating: 1) when the need for a continuance arose, 2) the grounds for requesting the continuance, 3) the request for a continuance has been discussed with the client and the client does not object, 4) measures taken to avoid the necessity of a continuance, and 5) when, at the earliest, the parties can be ready to proceed. The affidavit should be accompanied by all documentation supporting the request.

2. **BRIEFS AND MEMORANDA:** In addition to any original brief or memorandum filed with the Clerk of the Court, a chambers' copy shall be provided to the Court. To the extent counsel rely on legal authorities not contained in the *Idaho Reports*, a copy of each case or authority cited shall be attached to the Court's copy of the brief or memorandum.

3. **DISCOVERY DISPUTES:** Unless otherwise ordered, the Court will not entertain any discovery motion, except those brought by a person appearing *pro se* and those brought pursuant to I.R.C.P. 26(c) by a person who is not a party, unless counsel for the moving party files with the Court, at the time of filing the motion, a certification that the lawyer making the motion has in good faith conferred or attempted to confer with the opposing lawyer to reach agreement without court action, pursuant to I.R.C.P. 37(a)(2). The motion shall not refer the Court to other documents in the file. For example, if the sufficiency of an answer to an interrogatory is in issue, the motion shall contain, verbatim, both the interrogatory and the allegedly insufficient answer, followed by each party's contentions, separately stated.

4. **EXPERT WITNESSES:** No later than **one hundred eighty-two ___ (182) days (26 weeks) before trial**, plaintiff(s) shall disclose all experts to be called at trial. No later than **one hundred forty-seven ___ (147) days (21 weeks) before trial**, defendant(s) shall disclose all experts to be called at trial. Such disclosure shall consist of **at least** the information required to be disclosed pursuant to I.R.C.P. 26(b)(4)(A)(i). Notice of Compliance of all disclosures shall be filed with the Clerk of Court. Absent good cause, an expert may not testify to matters not included in the disclosure. A party may comply with the disclosure by referencing expert witness depositions, without restating the deposition testimony in the disclosure report.

5. **DISCLOSURE OF WITNESSES:** No later than **fourteen ___ (14) days (two weeks) before trial**, each party shall prepare and exchange between the parties and file with the Clerk a list of witnesses with current addresses and telephone numbers, setting forth a brief statement identifying the general subject matter about which the witness may be asked to testify (exclusive of impeachment witnesses). Each party shall provide opposing parties with a list of the party's witnesses and shall provide the Court with two copies of each list of witnesses.

6. **EXHIBITS AND EXHIBIT LISTS:** No later than **fourteen ___ (14) days (two weeks) before trial**, exhibit lists and copies of exhibits shall be exchanged between parties and the exhibit list filed with the Clerk. Using the form available at the following website: <http://www.kcgov.us/departments/districtcourt/forms.asp> (or available by calling the Court's clerk), each party shall prepare a list of exhibits it expects to offer. Exhibits should be listed in the order that the party anticipates they will be offered. Each party shall affix labels to their exhibits before trial. After the labels are marked and attached to the original exhibit, copies should be made. Plaintiff's exhibits shall be marked in numerical sequence. Defendant's exhibits shall be marked in alphabetical sequence. The civil action number of the case and the date of the trial shall also be placed on each exhibit label. The original exhibits and a Judge's copy of

the exhibits should be filed with the Clerk at the time of trial. Two copies of the exhibit list are to be filed with the Clerk. It is expected that each party will have a copy of all exhibits to be used at trial.

7. JURY INSTRUCTIONS (if JURY trial): No later than seven ___ (7) days before trial, jury instructions shall be prepared and exchanged between the parties and filed with the Clerk (with copies delivered to chambers). Each Judge may have prepared stock jury instructions from the Idaho Jury Instructions. Copies of the Court's stock instructions may be obtained from the Court, and are available on the Kootenai County website: <http://www.kc.gov.us/departments/districtcourt/forms.asp>. The parties shall meet in good faith to agree on a statement of claims instruction which shall be submitted to the Court with the other proposed instructions. Absent agreement, each party shall submit their own statement of claims instruction. All instructions shall be prepared in accordance with I.R.C.P. 51(a).

8. TRIAL BRIEFS: No later than seven ___ (7) days before trial, trial briefs shall be prepared and exchanged between the parties and filed with the Clerk (with copies to chambers)

9. PROPOSED FINDINGS AND CONCLUSIONS (if COURT Trial): No later than seven ___ (7) days prior to a court trial, each party shall file with the opposing parties and the Court (with copies to chambers) proposed Findings of Fact and Conclusions of Law supporting their position. An electronic version of the proposed findings and conclusions should be provided to the Court's clerk as a Word document, this may be accomplished by e-mail.

10. TRIAL PRACTICE: At least a week before trial the lawyers shall meet and confer to discuss any stipulations that can be made at the beginning of trial and to identify exhibits which can be admitted by stipulation. Following this meeting, the parties shall immediately alert the Court to any matters that need to be taken up before the time scheduled for trial to begin.

11. TRIAL DAY: Call the Judge's Court Clerk or Law Clerk for the start and finish times of trial dates that follow the first day of trial.

12. MODIFICATION: This Pretrial Order may be modified by stipulation of the parties upon entry of an order by the Court approving such stipulation. Any party may, upon motion and for good cause shown, seek leave of the Court modifying the terms of this order, upon such terms and conditions as the Court deems fit. Any party may request a pretrial conference pursuant to I.R.C.P. 16(d) or mediation pursuant to I.R.C.P. 16(k).

13. REQUEST TO VACATE TRIAL SETTING: Paragraph 1.f above applies in its entirety. Any vacation or continuance of the trial day shall not change or alter the time frames for the deadlines set forth herein, but the dates for such deadlines will change to the new dates as are established by the date of the new

trial setting. Any party may, upon motion and for good cause shown, request different discovery and disclosure dates upon vacation or continuance of the trial date.

14. **ALTERNATIVE DISPUTE RESOLUTION:** It is expected that all lawyers will educate their clients early in the legal process about the various methods of resolving their dispute without trial (alternative dispute resolution/ADR), including mediation, arbitration, settlement conference and neutral case evaluation. The parties are expected to engage in ADR as soon as possible. The Court will facilitate ADR if requested. The parties are ordered to report jointly to the Court in writing at least sixty-three (63) days (9 weeks) prior to trial, setting forth when ADR occurred and the results of ADR. If no ADR has taken place, the joint report must state the reason the parties failed to use ADR.

15. **SANCTIONS FOR NONCOMPLIANCE:** Failure to timely comply in all respects with the provisions of this order shall subject non-complying parties to sanctions pursuant to I.R.C.P. 16(i), which may include:

(A) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting such party from introducing designated matters in evidence;

(B) An order striking pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party;

(C) In lieu of any of the foregoing orders or in addition thereto, an order treating as contempt of court the failure to comply;

(D) In lieu of or in addition to any other sanction, the judge shall require the party or the attorney representing such party or both to pay the reasonable expenses incurred because of any noncompliance with this rule, including attorney's fees, unless the judge finds that the noncompliance was substantially justified or that other circumstances make an award of expenses unjust.

IT IS FURTHER ORDERED that no party may rely upon any deadline set forth in this pretrial order as a reason for failing to timely respond to discovery or to timely supplement discovery responses pursuant to I.R.C.P. 26(f).

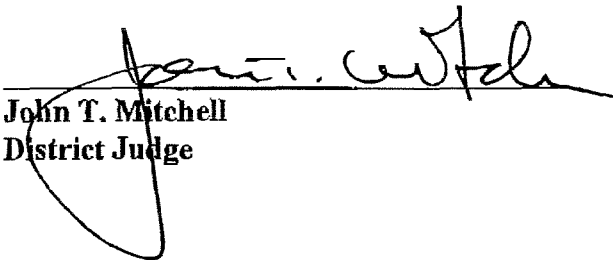
Notice is hereby given, pursuant to Idaho Rule of Civil Procedure 40(d)(1)(G), that an alternate judge may be assigned to presi, Hon. Steve Verby, Hon. Lansing L. Haynes, Hon. Benjamin R. Simpson, Hon. Charles W. Hosack, Hon. Rich Christensen or Hon. George R. Reinhardt, III.

Unless a party has previously exercised their right to disqualification without cause under Rule 40(a)(1), each party shall have the right to file one (1) motion for disqualification without cause as to any alternate judge not later than ten (10) days after service of this notice.

IT IS FURTHER ORDERED that any party who brings in an additional party shall serve a copy of this "Scheduling Order, Notice of Trial Setting" upon that added party at the time the pleading adding the party is served on the added party, and proof of such service shall then be filed with the Court by the party adding an additional party.

DATED this 25th day of December, 2013.

BY ORDER OF:


John T. Mitchell
District Judge

CERTIFICATE OF MAILING

I hereby certify that true copies of this Scheduling Order were served as follows on ^{Monday, January 2} Tuesday, December 17, 2013.

Plaintiff's Counsel: Eric B. Swartz
Mark P. Coontz
 Faxed (208) 489-8988

Defendant's Counsel: Paul W. Daugharty
 Faxed (208) 667-8470
⁶⁶⁶⁻⁰⁵⁵⁰
John F. Magnuson
 Faxed (208) 667-0500

By 
Jeanne Clausen, Deputy Clerk/Secretary

County of Bonner
 FILED 12-30-13
 at 10:00 O'Clock A.M.
 CLERK, DISTRICT COURT

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
 OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

ORDER RE: MOTION FOR APPOINTMENT OF GUARDIAN AD LITEM

Defendant James Green, in his capacity as attorney-in-fact for Defendant Jeanne Green, an incapacitated individual, moved the Court for appointment of a guardian ad litem for purposes of representing Defendant Jeanne Green's interests in the defense of the claims at issue in this

proceeding. Said Motion came on for hearing before the Court on December 3, 2013 at 2:00 p.m. Defendant James Green was represented by attorney John F. Magnuson, Plaintiffs were represented by attorney Eric B. Swartz, who appeared by telephone. Having reviewed the parties' submissions, having heard the argument of counsel, and being otherwise advised in the premises, the Court hereby finds as follows.

The Motion of Defendant James Green for appointment of a guardian ad litem for purposes of representing Defendant Jeanne Green's interests in the defense of the claims at issue in this proceeding shall be, and the same hereby is, granted. The reasons and authorities relied upon by the Court in support of this decision are as set forth on the record of proceedings held December 3, 2013 at 2:00 p.m.

This Court further finds and orders, as material terms of this Order, as follows:

- (1) William F. Boyd shall be, and hereby is, appointed guardian ad litem for purposes of representing the interests of Jeanne Green in the defense of the claims at issue in this proceeding.
- (2) The Court finds that William F. Boyd is duly-qualified and possesses the skills requisite to serve as guardian ad litem for the interests of Jeanne Green for purposes of defending the claims at issue in this proceeding.
- (3) The Court finds, based upon the evidence of record, that Jeanne Green is an "incapacitated" person within the meaning of I.C. § 15-1-403(d).
- (4) The reasons for Mr. Boyd's appointment as a guardian ad litem, consistent with I.C. § 15-1-403(d), include the incapacity of Jeanne Green, Mr. Boyd's qualifications to serve as a guardian ad litem, Mr. Boyd's experience as

demonstrated by the submissions filed in support of the subject Motion, Mr. Boyd's willingness to serve as the guardian ad litem, and Mr. Boyd's prior qualification and appointment as a "special representative" for Jeanne Green in proceedings held in Bonner County Case No. CV-2012-2039.

- (5) Mr. Boyd, as guardian ad litem under the terms of this Order, shall continue as guardian ad litem until his resignation or until the Court removes him, or until this proceeding is concluded with finality, including any appeals, whichever occurs first.
- (6) Mr. Boyd, as guardian ad litem, shall have the right and power to file pleadings, motions, memoranda and briefs on behalf of Jeanne Green, and to have all of the rights of Jeanne Green, whether conferred by statute, rule of Court, or otherwise.
- (7) All parties to this case shall promptly notify the guardian ad litem, together with his attorney, if any, of all hearings, depositions, or other proceedings arising out of or in this case.
- (8) Except to the extent prohibited or regulated by federal law, Mr. Boyd, as guardian ad litem, upon presentation of a copy of this Order, shall have the authority to inspect and copy pertinent records relating to Jeanne Green necessary for her defense in this proceeding, including medical and hospital records pertaining to Jeanne Green.
- (9) Mr. Boyd, as guardian ad litem, shall have the authority to engage third-parties and professionals, as he sees fit, to assist him in the defense of Jeanne

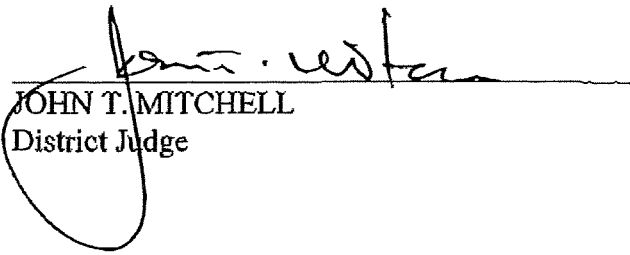
Green as to the claims at issue in this proceeding.

- (10) Mr. Boyd shall be entitled to reasonable compensation and reimbursement of expenses incurred in the performance of his duties hereunder, including reimbursement for expenses incurred through the retention or engagement of third-party professionals. The financial responsibility for any such fees or costs is that of Jeanne Green.

The terms of this Order may be modified for good cause shown upon motion and notice.

IT IS SO ORDERED.

Dated this 28th day of December, 2013.


JOHN T. MITCHELL
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2 day of ^{January 2014} ~~December~~, 2013, I caused to be served a true and correct copy of the foregoing document upon the persons named below, at the addresses set out below their name, either by mailing to them a true and correct copy of said document in a properly addressed envelope in the United States mail, postage prepaid; by hand delivery to them; by overnight mail; or by facsimile transmission.

John F. Magnuson
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/667-0500
E-Mail:
john@magnusononline.com

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
[\(lkwhite110@aol.com\)](mailto:(lkwhite110@aol.com))

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wboyd@ramsdennyons.com

CLERK OF THE DISTRICT COURT

By: *Linda Apple*
DEPUTY CLERK

GREEN v GREEN-2013.ORDER2.wpd

ORDER RE: MOTION FOR APPOINTMENT
OF GUARDIAN AD LITEM - PAGE 5

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JAN 17 AM 10 10

CLERK DISTRICT COURT

Jo
DEPUTY

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

NOTICE OF DISCOVERY


TO: THE CLERK OF THE COURT;

AND TO: PLAINTIFFS DWIGHT "RANDY" GREEN, KATHY LEFOR,
AND GARY GREEN;

AND TO: YOUR ATTORNEYS OF RECORD, ERIC B. SWARTZ AND MARK P. COONTS

YOU AND EACH OF YOU will please take notice that on the 16th day of January, 2014, Defendant James Green caused true and correct copies of the following: "First Set of Continuing Interrogatories and Requests for Production of Documents Propounded to Plaintiff Dwight "Randy" Green," "First Set of Continuing Interrogatories and Requests for Production of Documents Propounded to Plaintiff Gary Green;" and "First Set of Continuing Interrogatories and Requests for Production of Documents Propounded to Plaintiff Kathy Lefor," along with a copy of this Notice, to be served in the method and manner identified in the Certificate of Service annexed hereto.

DATED this 16th day of January, 2014.



JOHN F. MAGNUSON
Attorney for Defendant James Green

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of January, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

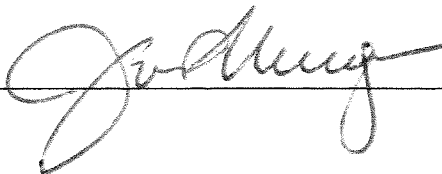
U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
 E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
 E-Mail:
[\(lkwhite110@aol.com\)](mailto:lkwhite110@aol.com)

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
 E-Mail:
wboyd@ramsdenlyons.com



JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

Attorney for Defendant James Green

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.
2014 JAN 22 AM 11 18
CLERK OF DISTRICT COURT
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

NOTICE OF DISCOVERY

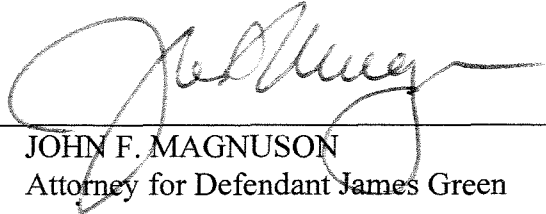
TO: THE CLERK OF THE COURT;

AND TO: PLAINTIFFS DWIGHT "RANDY" GREEN, KATHY LEFOR,
AND GARY GREEN;

AND TO: YOUR ATTORNEYS OF RECORD, ERIC B. SWARTZ AND MARK P. COONTS

YOU AND EACH OF YOU will please take notice that on the 21st day of January, 2014, Defendant James Green caused true and correct copies of the following: "Defendant James Green's Responses to Plaintiff Kathy Lefor's First Set of Requests for Admission to Defendant James Green," along with a copy of this Notice, to be served in the method and manner identified in the Certificate of Service annexed hereto.

DATED this 21st day of January, 2014.



JOHN F. MAGNUSON
Attorney for Defendant James Green

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of January, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
 E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
 E-Mail:
[\(lkwhite110@aol.com\)](mailto:lkwhite110@aol.com)

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
 E-Mail:
wboyd@ramsdenlyons.com



JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.
2014 JAN 22 AM 11 18
CLERK OF COURT
DEPUTY

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

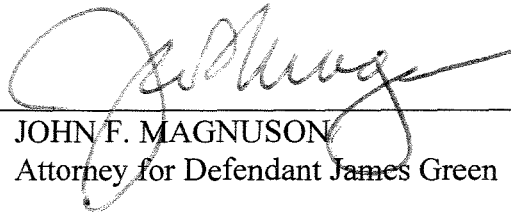
Case No. CV-13-1509

**MOTION FOR EXTENSION OF TIME
WITHIN WHICH TO RESPOND TO
DISCOVERY REQUESTS**

COMES NOW Defendant James Green, by and through his attorney of record, John F. Magnuson, and respectfully moves the Court, , pursuant to the Idaho Rules of Civil Procedure, including but not limited to Rules 1, 33, and 34, for an extension of time on the part of Defendant James Green within which to respond to Plaintiff Kathy Lefor's "First Set of Interrogatories, Requests for Production, and Request for Admission to Defendant James Green." This Motion is supported by the pleadings and submissions on file herein, including the Affidavit of John F. Magnuson (filed herewith).

ORAL ARGUMENT IS REQUESTED.

DATED this 21st day of January, 2014.



JOHN F. MAGNUSON
Attorney for Defendant James Green

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of January, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

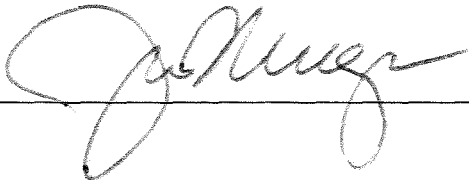
U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
[\(paul@pdaughartylaw.com\)](mailto:paul@pdaughartylaw.com)

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wboyd@ramsdenlyons.com



GREEN v GREEN-13-1509-EXT.MOT.wpd

**MOTION FOR EXTENSION OF TIME WITHIN WHICH
TO RESPOND TO DISCOVERY REQUESTS – PAGE 3**

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JAN 24 AM 11 11

CLERK DISTRICT COURT

DEPUTY

PAUL W. DAUGHARTY
PAUL W. DAUGHARTY, P.A.
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814
Telephone: (208) 664-3799
Facsimile: (208) 666-0550
E-Mail: paul@pdaughartylaw.com
ISB#4520

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., and Idaho corporation,

Defendants.

CASE NO. CV-13-1509

DEFENDANT GREEN ENTERPRISES,
INC.'S MOTION FOR EXTENSION OF
TIME WITHIN WHICH TO RESPOND
TO DISCOVERY REQUESTS

COMES NOW Defendant GREEN ENTERPRISES, INC., by and through its attorney-of-record, Paul W. Daugharty, and respectfully moves the Court, pursuant to Idaho Rules of Civil Procedure, including but not limited to Rules 1, 33, and 34, for an extension of time on the part of Defendant GREEN ENTERPRISES, INC., within which to respond to Plaintiff Kathy Lefor's "First Set of Interrogatories and Requests for Production to Defendant Green Enterprises, Inc." This Motion is supported by the pleadings

MOTION FOR EXTENSION OF TIME WITHIN WHICH TO
RESPOND TO DISCOVERY REQUESTS - 1

and submissions on file herein, including the Affidavit of Paul W. Daugharty, filed herewith.

ORAL ARGUMENTS IS REQUESTED.

DATED this 23 day of January, 2014.


A handwritten signature in black ink, appearing to read 'P. W. Daugharty', written over a horizontal line.

PAUL W. DAUGHARTY, Attorney for
Defendant Green Enterprises, Inc.

CERTIFICATE OF DELIVERY

I hereby certify that I caused to be served a true and correct copy of the foregoing on this 23 of January, 2014, by:

<p>Eric B. Swartz Mark P. Coonts JONES & SWARTZ PLLC P.O. Box 7808 Boise, ID 83707-7808</p>	<p><input type="checkbox"/> mailed, postage prepaid thereon <input type="checkbox"/> hand delivery <input checked="" type="checkbox"/> via Facsimile -1-208-489-8988 <input type="checkbox"/> via E-Mail: eric@jonesandswartzlaw.com mark@jonesandswartzlaw.com</p>
<p>John F. Magnuson Attorney at Law P.O. Box 2350 1250 Northwood Center Court, Ste. A Coeur d'Alene, ID 83816</p>	<p><input type="checkbox"/> mailed, postage prepaid thereon <input type="checkbox"/> hand delivery <input checked="" type="checkbox"/> via Facsimile: 208-667-0500 <input type="checkbox"/> via E-Mail:</p>
<p>William F. Boyd RAMSDEN & LYONS, LLP 700 Northwest Blvd. P.O. Box 1336 Coeur d'Alene, ID 83816-1336</p>	<p><input type="checkbox"/> mailed, postage prepaid thereon <input type="checkbox"/> hand delivery <input checked="" type="checkbox"/> via Facsimile: 208-664-5884 <input type="checkbox"/> via E-Mail:</p>



PAUL W. DAUGHARTY

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
 1673 W. Shoreline Drive, Suite 200 [83702]
 P.O. Box 7808
 Boise, ID 83707-7808
 Telephone: (208) 489-8989
 Facsimile: (208) 489-8988
 Email: eric@jonesandswartzlaw.com
 mark@jonesandswartzlaw.com

Attorneys for Plaintiffs

STATE OF IDAHO
 COUNTY OF BONNER
 FIRST JUDICIAL DIST.
 2014 JAN 27 PM 3 45
 CLERK OF DISTRICT COURT
 DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
 OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-2013-1509

PLAINTIFFS' NOTICE OF NON-OPPOSITION TO DEFENDANT GREEN ENTERPRISES, INC.'S MOTION FOR EXTENSION OF TIME

COME NOW the Plaintiffs, by and through their counsel of record, and notify the Court that they have no opposition to Defendant Green Enterprises, Inc.'s Motion for Extension of Time Within Which to Respond to Discovery Requests, filed on or about January 23, 2014.

Plaintiff Kathy Lefor's first set of discovery requests were served upon Defendant Green Enterprises, Inc. by U.S. Mail on December 24, 2013. Defendant Green Enterprises, Inc.'s answers and responses thereto were due on or before January 27, 2014.

Pursuant to an agreement between counsel, Defendant Green Enterprises, Inc. shall have an additional thirty (30) days, to and including February 27, 2014, within which to respond to Plaintiff Kathy Lefor's First Set of Interrogatories and Requests for Production.

DATED this 27th day of January, 2014.

JONES & SWARTZ PLLC

By 

ERIC B. SWARTZ
MARK P. COONTS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of January, 2014, a true and correct copy of the foregoing document was served on the following individual(s) by the method indicated:

John F. Magnuson
Attorney at Law
1250 Northwood Center Court, Suite A
P.O. Box 2350
Coeur d'Alene, ID 83814
*Counsel for Defendants
James Green and Jeanne Green*

U.S. Mail
 Fax: (208) 667-0500
 Overnight Delivery
 Hand Delivery
 Email: john@magnusononline.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814
*Counsel for Defendant
Green Enterprises, Inc.*

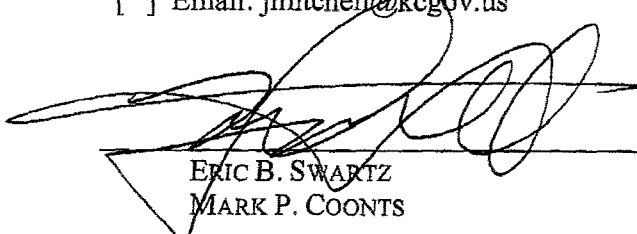
U.S. Mail
 Fax: (208) 666-0550
 Overnight Delivery
 Hand Delivery
 Email: paul@pdaughartylaw.com

William F. Boyd
RAMSDEN & LYONS, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
*Guardian ad Litem for
Jeanne Green*

U.S. Mail
 Fax: (208) 664-5884
 Overnight Delivery
 Hand Delivery
 Email: wboyd@ramsdentlyons.com

The Honorable John T. Mitchell
District Judge
Kootenai County District Court
324 W. Garden Avenue
P.O. Box 9000
Coeur d'Alene, ID 83816-9000

U.S. Mail
 Fax: (208) 446-1188
 Overnight Delivery
 Hand Delivery
 Email: jmitchell@kcgov.us



ERIC B. SWARTZ
MARK P. COONTS

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DIST.

2014 JAN 27 PM 3 46

CLERK OF DISTRICT COURT

DEPUTY

Eric B. Swartz, ISB #6936
Mark P. Coonts, ISB #7689
JONES & SWARTZ PLLC
1673 W. Shoreline Drive, Suite 200 [83702]
P.O. Box 7808
Boise, ID 83707-7808
Telephone: (208) 489-8989
Facsimile: (208) 489-8988
Email: eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT RANDY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individual; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-2013-1509

**PLAINTIFFS' NOTICE
OF NON-OPPOSITION TO
DEFENDANT JAMES GREEN'S
MOTION FOR EXTENSION OF
TIME**

COME NOW the Plaintiffs, by and through their counsel of record, and notify the Court that they have no opposition to Defendant James Green's Motion for Extension of Time Within Which to Respond to Discovery Requests, filed on January 22, 2014.

Plaintiff Kathy Lefor's first set of discovery requests were served upon Defendant James Green by U.S. Mail on December 24, 2013. Defendant James Green's answers and responses thereto were due on or before January 27, 2014.

Pursuant to an agreement between counsel, Defendant James Green shall have an additional thirty (30) days, to and including February 27, 2014, within which to respond to Plaintiff Kathy Lefor's First Set of Interrogatories and Requests for Production.

DATED this 27th day of January, 2014.

JONES & SWARTZ PLLC

By 

ERIC B. SWARTZ
MARK P. COONTS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of January, 2014, a true and correct copy of the foregoing document was served on the following individual(s) by the method indicated:

John F. Magnuson
Attorney at Law
1250 Northwood Center Court, Suite A
P.O. Box 2350
Coeur d'Alene, ID 83814
*Counsel for Defendants
James Green and Jeanne Green*

- U.S. Mail
- Fax: (208) 667-0500
- Overnight Delivery
- Hand Delivery
- Email: john@magnusononline.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814
*Counsel for Defendant
Green Enterprises, Inc.*

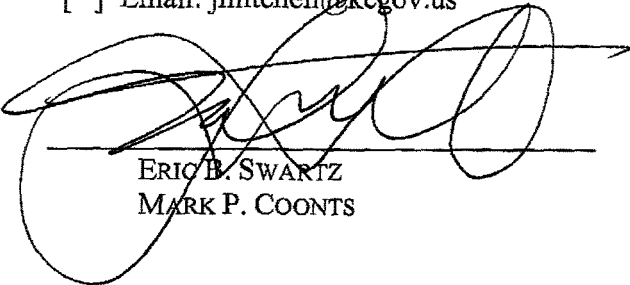
- U.S. Mail
- Fax: (208) 666-0550
- Overnight Delivery
- Hand Delivery
- Email: paul@pdaughartylaw.com

William F. Boyd
RAMSDEN & LYONS, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
*Guardian ad Litem for
Jeanne Green*

- U.S. Mail
- Fax: (208) 664-5884
- Overnight Delivery
- Hand Delivery
- Email: wboyd@ramsdentlyons.com

The Honorable John T. Mitchell
District Judge
Kootenai County District Court
324 W. Garden Avenue
P.O. Box 9000
Coeur d'Alene, ID 83816-9000

- U.S. Mail
- Fax: (208) 446-1188
- Overnight Delivery
- Hand Delivery
- Email: jmitchell@kcgov.us



ERIC B. SWARTZ
MARK P. COONTS

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2014 FEB 13 PM 4 32
CLERK OF DISTRICT COURT
DEPUTY

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

**STIPULATION RE: SUBPOENA DUCES
TECUM AND DEPOSITION
SUBPOENA (RICHARD P. WALLACE)**

Plaintiffs, by and through their attorneys of record, Eric B. Swartz, Mark P. Coonts, and Jones & Swartz PLLC; Defendant James Green, by and through his attorney of record, John F. Magnuson; and Defendant Jeanne Green, by and through William F. Boyd, Guardian Ad Litem pursuant to the Court's Order of December 30, 2013, hereby stipulate as follows.

1. Plaintiffs have noticed the deposition of Richard P. Wallace, attorney, for February 14, 2014 at 9:00 a.m.

2. Plaintiffs have served upon Mr. Wallace a deposition subpoena and Subpoena Duces Tecum (in the form dated January 27, 2014). The Subpoena Duces Tecum directs Mr. Wallace to produce certain documents and information identified therein, and to testify as to his personal knowledge of the same.

3. Mr. Wallace has previously acted as counsel to Ralph Green (individually), Jeanne Green (individually), and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust.

4. Ralph Green, Jeanne Green, and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust assert that the proposed deposition examination and Subpoena Duces Tecum seeks testimony and production protected from disclosure under IRE 502, 503, 515, 518, and 519.

5. Any waiver of any of said privileges by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, individually or through their counsel or representatives, at the deposition of Richard P. Wallace, shall not constitute a waiver of any other privilege which any or all of the "privilege-holders" (Ralph Green, Jeanne Green, and/or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust) may have with respect to communication with, from, or to any other person or professional whose relationship or dealings with the privilege-holders is subject to a recognized privilege under Idaho law.

**STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (RICHARD P. WALLACE) - PAGE 2**

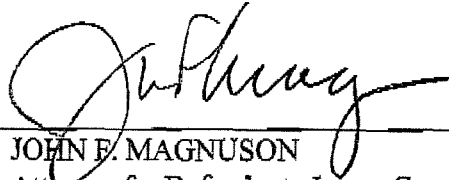
6. Any waiver of any privilege as to attorney work product, which may be made by or on behalf of Ralph Green, Jeanne Green, the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, or Richard P. Wallace at the deposition of Richard P. Wallace, shall not waive the work product privilege which the privilege-holders or any attorney representing the privilege-holders may have, hold, or hereafter assert.

7. Any waiver of any privilege of any kind by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, at the deposition of Richard P. Wallace, shall not be expanded to constitute a waiver as to any other privilege enjoyed by said parties with any other professional or non-professional to the extent said privileges are recognized by Idaho law.

8. The parties hereto stipulate to entry of a Discovery Order in the form attached hereto as Exhibit A.

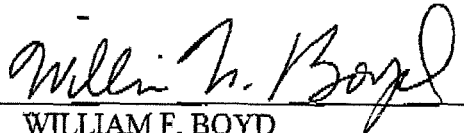
THE PARTIES SO STIPULATE.

DATED this 12th day of February, 2014.



JOHN F. MAGNUSON
Attorney for Defendants James Green
And The Ralph Maurice and Jeanne Green
Revocable Inter Vivos Trust

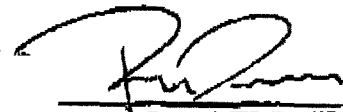
DATED this 12th day of February, 2014.



WILLIAM F. BOYD
Guardian Ad Litem for Defendant
Jeanne Green

STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (RICHARD P. WALLACE) - PAGE 3

DATED this 14th day of February, 2014.



PAUL W. DAUGHARTY
Attorney for Defendant Green Enterprises, Inc.

DATED this 12th day of February, 2014.

JONES & SWARTZ PLLC

By: 
for MARK P. COONTZ
Attorney for Plaintiffs

STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (RICHARD P. WALLACE) - PAGE 4

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of February, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

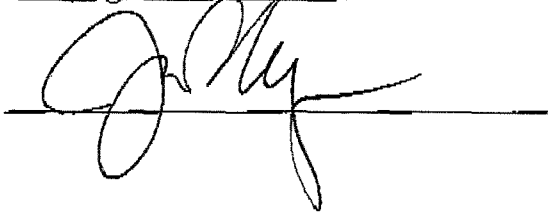
U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
[\(paul@pdaughartylaw.com\)](mailto:paul@pdaughartylaw.com)

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wboyd@ramsdenlyons.com



GREEN v GREEN-13-1509.STIP.wpd

STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (RICHARD P. WALLACE) - PAGE 5

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

**ORDER RE SUBPOENA DUCES
TECUM AND DEPOSITION
SUBPOENA (RICHARD P. WALLACE)**

The Court, being fully advised in the premises, and based upon the parties' Stipulation,

hereby orders as follows:

**ORDER RE SUBPOENA DUCES TECUM AND DEPOSITION
SUBPOENA (RICHARD P. WALLACE) - PAGE 1**

EXHIBIT A

1. Plaintiffs have noticed the deposition of Richard P. Wallace, attorney, for February 14, 2014 at 9:00 a.m.

2. Plaintiffs have served Mr. Wallace with a deposition subpoena and Subpoena Duces Tecum (in the form dated and served January 27, 2014). The Subpoena Duces Tecum directs Mr. Wallace to appear and produce certain documents, information, and testimony, all as identified therein.

3. Mr. Wallace has previously acted as counsel to Ralph Green (individually), Jeanne Green (individually), and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust.

4. Ralph Green, Jeanne Green, and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust have asserted that the proposed deposition examination and Subpoena Duces Tecum to attorney Richard Wallace seeks testimony and production protected from disclosure under IRE 502, 503, 515, 518, and 519.

5. Any waiver of any of said privileges by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, individually or through their counsel or representatives, at the deposition of Richard P. Wallace, shall not constitute a waiver of any other privilege which any or all of the privilege-holders (Ralph Green, Jeanne Green, and/or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust) may have as to any other person or professional whose relationship or dealings with the privilege-holders is subject to a recognized privilege under Idaho law.

6. Any waiver of any privilege as to attorney work product, which may be made by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, or Richard P. Wallace at the deposition of Richard P. Wallace, shall not waive the work

product privilege which the privilege-holders or any attorney representing the privilege-holders may have, hold, or hereafter assert.

7. Any waiver of any privilege of any kind by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, at the deposition of Richard P. Wallace, shall not be expanded to constitute a waiver as to any other privilege enjoyed by said parties with any other professional or non-professional to the extent said privileges are recognized by Idaho law.

IT IS SO ORDERED.

Dated this ____ day of February, 2014.

JOHN T. MITCHELL
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ___ day of _____, 2014, I caused to be served a true and correct copy of the foregoing document upon the persons named below, at the addresses set out below their name, either by mailing to them a true and correct copy of said document in a properly addressed envelope in the United States mail, postage prepaid; by hand delivery to them; by overnight mail; or by facsimile transmission.

John F. Magnuson
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/667-0500
E-Mail:
john@magnusononline.com

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

U.S. MAIL
 HAND DELIVERED
 FACSIMILE
 FACSIMILE
208/489-8988
E-Mail:
eric@ionesandswartzlaw.com
mark@ionesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
lkwhite110@aol.com

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wboyd@ramsdenlyons.com

CLERK OF THE DISTRICT COURT

By: _____
DEPUTY CLERK

GREEN v GREEN-13-1509.ORDER Wallace.wpd

ORDER RE SUBPOENA DUCES TECUM AND DEPOSITION
SUBPOENA (RICHARD P. WALLACE) – PAGE 4

JOHN F. MAGNUSON
Attorney at Law
P.O. Box 2350
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814
Phone: (208) 667-0100
ISB #4270

STATE OF IDAHO
COUNTY OF BONNER
FIRST JUDICIAL DISTRICT
2014 FEB 13 PM 4 32
CLERK OF DISTRICT COURT
DEPUTY *[Signature]*

Attorney for Defendant James Green

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

**STIPULATION RE: SUBPOENA DUCES
TECUM AND DEPOSITION
SUBPOENA (TEVIS HULL)**

Plaintiffs, by and through their attorneys of record, Eric B. Swartz, Mark P. Coonts, and Jones & Swartz PLLC; Defendant James Green, by and through his attorney of record, John F. Magnuson; and Defendant Jeanne Green, by and through William F. Boyd, Guardian Ad Litem pursuant to the Court's Order of December 30, 2013, hereby stipulate as follows.

1. Plaintiffs have noticed the deposition of Tevis Hull, attorney, for February 14, 2014 at 9:00 a.m.

2. Plaintiffs have served upon Mr. Hull a deposition subpoena and Subpoena Duces Tecum (in the form dated January 27, 2014). The Subpoena Duces Tecum directs Mr. Hull to produce certain documents and information identified therein, and to testify as to his personal knowledge of the same.

3. Mr. Hull has previously acted as counsel to Ralph Green (individually), Jeanne Green (individually), and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust.

4. Ralph Green, Jeanne Green, and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust assert that the proposed deposition examination and Subpoena Duces Tecum seeks testimony and production protected from disclosure under IRE 502, 503, 515, 518, and 519.

5. Any waiver of any of said privileges by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, individually or through their counsel or representatives, at the deposition of Tevis Hull, shall not constitute a waiver of any other privilege which any or all of the "privilege-holders" (Ralph Green, Jeanne Green, and/or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust) may have with respect to communication with, from, or to any other person or professional whose relationship or dealings with the privilege-holders is subject to a recognized privilege under Idaho law.

**STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (TEVIS HULL) - PAGE 2**

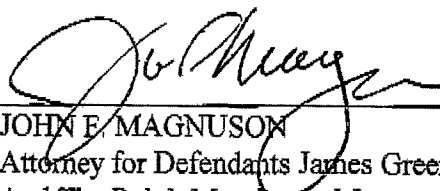
6. Any waiver of any privilege as to attorney work product, which may be made by or on behalf of Ralph Green, Jeanne Green, the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, or Tevis Hull at the deposition of Tevis Hull, shall not waive the work product privilege which the privilege-holders or any attorney representing the privilege-holders may have, hold, or hereafter assert.

7. Any waiver of any privilege of any kind by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, at the deposition of Tevis Hull, shall not be expanded to constitute a waiver as to any other privilege enjoyed by said parties with any other professional or non-professional to the extent said privileges are recognized by Idaho law.

8. The parties hereto stipulate to entry of a Discovery Order in the form attached hereto as Exhibit A.

THE PARTIES SO STIPULATE.

DATED this 12th day of February, 2014.



JOHN E. MAGNUSON
Attorney for Defendants James Green
And The Ralph Maurice and Jeanne Green
Revocable Inter Vivos Trust

DATED this 12th day of February, 2014.



WILLIAM F. BOYD
Guardian Ad Litem for Defendant
Jeanne Green

STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (TEVIS HULL) - PAGE 3

DATED this ____ day of February, 2014.

PAUL W. DAUGHARTY
Attorney for Defendant Green Enterprises, Inc.

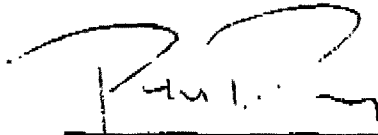
DATED this 12th day of February, 2014.

JONES & SWARTZ PLLC

By: _____


for MARK P. COONTZ
Attorney for Plaintiffs

DATED this 11 day of February, 2014.



PAUL W. DAUGHARTY
Attorney for Defendant Green Enterprises, Inc.

DATED this ___ day of February, 2014.

JONES & SWARTZ PLLC

By: MARK P. COONTZ
Attorney for Plaintiffs

**STIPULATION RE- SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (TEVIS HULL) - PAGE 4**

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of February, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Eric B. Swartz
Mark P. Coonts
Jones & Swartz PLLC
1673 W. Shoreline Drive, Suite 200
P.O. Box 7808
Boise, ID 83707-7808

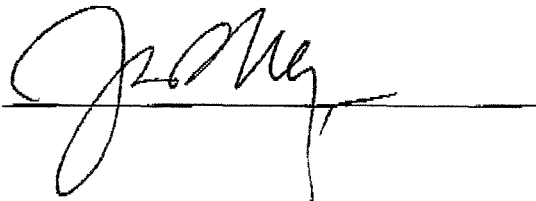
U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/489-8988
E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
Attorney at Law
110 E. Wallace Avenue
Coeur d'Alene, ID 83814

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
666-0550
E-Mail:
[\(paul@pdaughartylaw.com\)](mailto:paul@pdaughartylaw.com)

William F. Boyd
Ramsden & Lyons, LLP
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 FACSIMILE
208/664-5884
E-Mail:
wbovd@ramsdennyons.com



GREEN v GREEN-13-1509.STIP Hull.wpd

STIPULATION RE: SUBPOENA DUCES TECUM
AND DEPOSITION SUBPOENA (TEVIS HULL) - PAGE 5

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER

DWIGHT "RANDY" GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; KATHY LEFOR, as an Individual, as the Daughter of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.; and GARY GREEN, as an Individual, as the Son of Ralph and Jeanne Green, and as a Shareholder of Green Enterprises, Inc.,

Plaintiffs,

vs.

JAMES GREEN, as an Individual, as Trustee of the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, as Conservator for Jeanne Green, and as President of Green Enterprises, Inc.; RALPH MAURICE AND JEANNE GREEN REVOCABLE INTER VIVOS TRUST; JEANNE GREEN, an incapacitated individually; and GREEN ENTERPRISES, INC., an Idaho corporation,

Defendants.

Case No. CV-13-1509

ORDER RE SUBPOENA DUCES TECUM AND DEPOSITION SUBPOENA (TEVIS HULL)

The Court, being fully advised in the premises, and based upon the parties' Stipulation, hereby orders as follows:

ORDER RE SUBPOENA DUCES TECUM AND DEPOSITION SUBPOENA (TEVIS HULL) - PAGE 1

EXHIBIT A

1. Plaintiffs have noticed the deposition of Tevis Hull, attorney, for February 14, 2014 at 9:00 a.m.

2. Plaintiffs have served Mr. Hull with a deposition subpoena and Subpoena Duces Tecum (in the form dated and served January 27, 2014). The Subpoena Duces Tecum directs Mr. Hull to appear and produce certain documents, information, and testimony, all as identified therein.

3. Mr. Hull has previously acted as counsel to Ralph Green (individually), Jeanne Green (individually), and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust.

4. Ralph Green, Jeanne Green, and the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust have asserted that the proposed deposition examination and Subpoena Duces Tecum to attorney Tevis Hull seeks testimony and production protected from disclosure under IRE 502, 503, 515, 518, and 519.

5. Any waiver of any of said privileges by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, individually or through their counsel or representatives, at the deposition of Tevis Hull, shall not constitute a waiver of any other privilege which any or all of the privilege-holders (Ralph Green, Jeanne Green, and/or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust) may have as to any other person or professional whose relationship or dealings with the privilege-holders is subject to a recognized privilege under Idaho law.

6. Any waiver of any privilege as to attorney work product, which may be made by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, or at the deposition of Tevis Hull, shall not waive the work product privilege which the privilege-holders or any attorney representing the privilege-holders may have, hold, or hereafter

assert.

7. Any waiver of any privilege of any kind by or on behalf of Ralph Green, Jeanne Green, or the Ralph Maurice and Jeanne Green Revocable Inter Vivos Trust, at the deposition of Tevis Hull, shall not be expanded to constitute a waiver as to any other privilege enjoyed by said parties with any other professional or non-professional to the extent said privileges are recognized by Idaho law.

IT IS SO ORDERED.

Dated this ____ day of February, 2014.

JOHN T. MITCHELL
District Judge

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of _____, 2014, I caused to be served a true and correct copy of the foregoing document upon the persons named below, at the addresses set out below their name, either by mailing to them a true and correct copy of said document in a properly addressed envelope in the United States mail, postage prepaid; by hand delivery to them; by overnight mail; or by facsimile transmission.

John F. Magnuson
 Attorney at Law
 P.O. Box 2350
 1250 Northwood Center Court, Suite A
 Coeur d'Alene, ID 83814

____ U.S. MAIL
 ____ HAND DELIVERED
 ____ OVERNIGHT MAIL
 X FACSIMILE
 208/667-0500
 E-Mail:
john@magnusononline.com

Eric B. Swartz
 Mark P. Coonts
 Jones & Swartz PLLC
 1673 W. Shoreline Drive, Suite 200
 P.O. Box 7808
 Boise, ID 83707-7808

____ U.S. MAIL
 ____ HAND DELIVERED
 ____ OVERNIGHT MAIL
 X FACSIMILE
 208/489-8988
 E-Mail:
eric@jonesandswartzlaw.com
mark@jonesandswartzlaw.com

Paul W. Daugharty
 Attorney at Law
 110 E. Wallace Avenue
 Coeur d'Alene, ID 83814

____ U.S. MAIL
 ____ HAND DELIVERED
 ____ OVERNIGHT MAIL
 X FACSIMILE
 666-0550
 E-Mail:
(lkwhite110@aol.com)

William F. Boyd
 Ramsden & Lyons, LLP
 700 Northwest Blvd.
 P.O. Box 1336
 Coeur d'Alene, ID 83816-1336

____ U.S. MAIL
 ____ HAND DELIVERED
 ____ OVERNIGHT MAIL
 X FACSIMILE
 208/664-5884
 E-Mail:
wboyd@ramsdenlyons.com

CLERK OF THE DISTRICT COURT

By: _____
 DEPUTY CLERK