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SUSPICIOUS CRIMINAL ACTIVITY REPORT

To: Office of Disciplinary Council
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From: Katherine Wilson
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Date: 08/13/2023

Subject: A Report On The Suspicious Criminal Activity Of Attorney Sean Frampton

EXECUTIVE SUMMARY

Introduction: When considering the amount of detail and the number of years that have passed since the beginning of the conversion of Thorco's 860 Boone Rd. property, located in Somers Montana – this report does not represent the totality of the events, criminal actions, or varied cast of actors involved; it would quickly become hundreds of pages to consume and take teams of lawyers and investigators months to sort. The water has been muddied enough, as you will soon discover.

Through my careful investigation, I can assuredly state that when Thorco Inc. wasn't actively Mortgaged by Whitefish Credit Union ("WCU") on their Somers Property, Thorco Inc. lawfully owned the 860 Boone Road property located in Somers Montana (guaranteed in their habendum et tenendum clauses). Thorco Inc. was a Mortgage holder until May 12th 2022, when the mortgage was abandoned and a full-Quitclaim and Satisfaction of Mortgage was initiated by WCU, and effected by the only Registered Agent & sole-PoA, TFSS of Blackfoot Idaho – where they also included a Congratulations! (emphasis added) Letter and an invitation to do more business with them (WCU) in the future.

This raises the question as to whether WCU is aware of their attorney's actions and if they are being documented in the Thorco Inc. file? This is considering that WCU continued its litigation toward Dennis and Donna and Thorco Inc.; regardless, the Quitclaim and Release are the superior and ruling document in this case, supported by Thorco's Title and Deed.

Sean Frampton would have personal-first-hand-knowledge of all these facts and matters ex officio. Armed with this knowledge, Mr. Frampton still subjectively and objectively chose to have Dennis Thornton charged with a false crime (Criminal Trespass) on real property Mr. Thornton had every right to use, enjoy, visit, sell, et al.

When Sean Frampton relied on the Deputy County Attorney's own two-day Investigation to expunge Dennis from Sean's erroneous charges – instead of coming forward to correct the record and repair Mr. Thornton's good name and reputation himself – Mr. Frampton chose to perpetuate his scheme to finalize control and the subsequent multiple-sales of the stolen property, to his group of insiders.

Sean Frampton acted with Malice in material fact when:

- Mr. Frampton played an active role in the original case.
- The original case was terminated in the favor of Mr. Thornton, Thorco, Inc, and WCU. This was supposed to result in a new agreement that was also subverted when Mr. Frampton erroneously retrieved documents from a Title Company and failed to open Escrow as agreed upon in the SAMR.
- Mr. Frampton has been caught in multiple lies, according to the various real estate party members.
- Mr. Frampton had no probable cause or reasonable grounds to continue his litigation and vexation against Thorco Inc., Dennis & Donna Thornton, or Thorco's Shareholders.
- Mr. Frampton acted in concert with a District Court judge to erroneously bring back a Prejudiced judgment, this act continued the original case without good cause or good faith, and that Mr. Frampton did so with every intention to harm Dennis, Donna, Thorco Inc., WCU, Thorco's Shareholders, and more.

According to *Montana Associate Justice James A. Rice*, in Case No. DA 17-0161, in ¶4 of his Opinion and Order:

“The Rules of Appellate Procedure provide that litigants can be sanctioned for frivolous or vexatious litigation conduct: The supreme court may, on a motion to dismiss, a request included in a brief, or sua sponte, award sanctions to the prevailing party in an appeal, cross-appeal, or a motion or petition for relief determined to be frivolous, vexatious, filed for purposes of harassment or delay, or taken without substantial or reasonable grounds. Sanctions may include costs, attorney fees, or such other monetary or non-monetary penalty as the supreme court deems proper under the circumstances.”

He continued. . .

“Montana does not have a statute specifically authorizing the imposition of restrictions upon vexatious litigants but our common law includes such authority.¹ *Motta v. Granite Cty. Comm’rs*, 2013 MT 172, ¶¶ 19-23, 370 Mont. 469, 304 P.3d 720. In *Motta*, we cited a five-factor test utilized by the Ninth Circuit Court of Appeal to determine whether a pre-filing order is justified: (1) the litigant’s history of litigation and, in particular, whether it has entailed vexatious, harassing, or duplicative lawsuits; (2) the litigant’s motive in pursuing the litigation; e.g., whether the litigant has an objective good faith expectation of prevailing; (3) whether the litigant is represented by counsel; (4) whether the litigant has caused needless expense to other parties or has posed an unnecessary burden on the courts and their personnel; and (5) whether other sanctions.”

¹Section 37-61-421, MCA, does provide that “[a]n attorney or party to any court proceeding who, in the determination of the court, multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorney fees reasonably incurred because of such conduct.”

We can also use this established “five-factor test” in order to ascertain whether or not Mr. Frampton is a Vexatious Litigator regarding the Thornton’s and Thorco Inc.

1) Sean Frampton’s history not only reflects a pattern of Malice and Vexation, he was recently convicted of this very behavior in *Deanna McAtee v. Morrison & Frampton, Cause No. DV-1017D*. While Mr. Frampton continually acts as an attorney involving contentious WCU matters against Dennis and Donna Thornton and Thorco Inc., his attempts are indeed meant to duplicate his efforts, to haze and harass, in particular, to personally injure while claiming he isn’t personally injured.

2) Sean’s motives for continuing to litigate are clearly self-serving, exemplified in his own filings, spoken words under record, etc. He has never acted in good faith in these matters, and only intends to finalize his plans, so he can move on to the next conversion. This is exemplified in his constant false legal interjections.

3) Sean not only has represented multiple parties of interest in this case, he continued to ensure Dennis would, at some point, have no representation himself and be forced to appear pro se. With Dennis Thornton, now handily branded a “Vexatious Litigator,” Sean could nearly guarantee Mr. Thornton would be unrepresentable, as any newcomer attorney would immediately recoil from the stigma of the label. I have personally witnessed its effectiveness first-hand through this process with Dennis’ difficulties finding representation.

4) For every erroneous filing, hidden file with deeds in his desk, contract breach, et al, Mr. Frampton continues to not only harm Thorco Inc., and the Thornton’s, but WCU and WCU’s shareholders as well. Additionally, he has caused unnecessary burdens on the courts, Title Companies, Law Enforcement, Detectives, and all the other parties needed to sort through his falsities.

5) Mr. Frampton has recently been sanctioned via suit.

Furthermore, Kaplan.com² defines a ‘litigator’ as someone who: *“Represent plaintiffs and defendants in civil cases and manage all phases of the litigation process.”* They are someone who *“defends people in civil lawsuits,”* and does so as a *“job”* according to indeed.com³. Concurrently, liveabout.com⁴ states that litigators are: *“attorneys who specialize in litigation, or taking legal action against people and organizations. They often manage the process from start to finish.”*

By all definitions, Sean Frampton is certainly a litigator, without relying on an overgeneralization of the term to include anyone presenting before a court.

².kaptest.com/study/lSAT/careers-in-law-what-does-a-litigator-do-2/

³https://www.indeed.com/career-advice/finding-a-job/what-is-litigator

⁴liveabout.com/the-definition-of-litigator-2164

Principle Groundwork: I, Katherine Wilson, Agent for Cogburn Enterprises LLC, having spoken with the Office of Disciplinary Council, I was informed of the process for a formal complaint and would like to submit this document to serve the purpose of a formal complaint on attorney Sean Frampton. I am available, with adequate notice, for Deposition and Testimony regarding these matters. As aforementioned in the Subject, this is in direct connection to my retention by Dennis and Donna Thornton and Thorco Inc., to investigate the suspicious criminal activity involving their ongoing litigation against WCU and other aggregate bad actors. This report will focus specifically on the actions of, and allegations against Sean Frampton, outside-attorney for WCU (“Whitefish Credit Union”). Sean was recently found guilty by a jury of Malicious Prosecution (*Deanna McAtee v. Morrison & Frampton, Cause No. DV-1017D*) in the 11th Judicial District.

I have found that Mr. Frampton has used coplanar tactics against the Thornton’s, in a nearly identical timeframe, with the same devastating results. To quote Deanna’s attorney Ben Snipes: *“Fighting these allegations for more than 10 years has obviously been a financial and emotional nightmare for Ms. McAtee, but we’re very gratified that she has achieved some measure of justice from that ordeal.”* In following Deanna’s case, I have found that much of her experiences and evidence are relevant to this investigation.

ALLEGATION SUMMARY

In specific regard to the Thornton's and Mr. Frampton, the Thornton's not only have had the same tactics and Malicious Prosecution levied against them as did Deanna McAtee by Sean Frampton, (See: *Cause No. DV-1017D*), but also Vexatious Litigation, Intimidation (*MCA 45-5-203*), to include recent court motions and filings meant to continue this pattern of abuse (*18 U.S. Code § 225, 18 U.S. Code § 1519*) against Dennis, Donna, and Thorco Inc. This goes as far as Mr. Frampton creating fictitious documents, Securities, Mortgages, etc.; as well as documents for the unlawful collection of a debt (*18 U.S. Code § 1962*), and more. Mr. Frampton is also known to have represented, or attempted to represent, multiple parties involved in this contention, which is a distinct conflict of interest – all part of his venture to finalize the conversion of Thornton assets and real property.

Sean Frampton has used a plethora of tactics: Color of Law legal filings (*18 U.S. Code § 242*), cooperation with known and unknown bad actors, erroneous Public Recordings and Securities Violations (*18 U.S. Code § 473*), Vexatious Litigation, Malicious Litigation, Conspiracy (*18 U.S. Code § 241, 18 U.S. Code § 4*), and more; to ensure the Thornton's could never show all of their evidence in court, and to leverage his position and trustworthiness as a legal professional and Esquire.

While Mr. Frampton retains his ability to litigate as a licensed attorney, with unsupervised access to processes and procedures in the State of Montana Judicial Districts, it is nearly assured he will continue to pursue his goals of ill-gotten-gain; while abusing his position and office, Sean continues, undaunted by his recent guilty verdict, to accomplish his nefarious goals. To illustrate the length of time Sean has been actively working to benefit himself through these methods, more than a decade has passed since he was on Glacier Banks BoD (“Board of Directors”) – and had special access to Thornton financials, plans, and assets.

The summation of the findings of this report is that Sean Frampton is guilty of multiple criminal violations and activities. He is seemingly unaffected by his recent guilty verdict, and has shown no intent or interest in rehabilitating, or to come forward as a witness, or to amend the record to convey the truth.

List Of Charges: (This list does not represent the totality of the charges Mr. Frampton could face, and are not in any particular order.)

- **MCA 45-7-208** — *Tampering with public records or information.*

When Mr. Frampton filed a Mortgage Correction, along with WCU CEO, James Kenyon, he created a false entry and false alteration to the Public Record. When Mr. Frampton retained Security Documents in his personal possession (his desk), he knowingly concealed documents. When Mr. Frampton unlawfully retrieved Security Documents from the Title company, he removed and impaired the verity of the documents.

- **MCA 45-5-203** — *Intimidation.*

Mr. Frampton erroneously framed and had the courts label Dennis Thornton, a non-attorney citizen, a Vexatious Litigator; he furthermore created and fostered a situation where Dennis was falsely accused of being a Criminal Trespasser. This act not only confined and restricted Dennis from the free use and enjoyment of his Somers Property, but by Mr. Frampton's assertions, motions and filings, Frampton created a real fear and apprehension in Dennis that he could erroneously be arrested as a trespasser, should he visit the property even by court order, having expressed to me that he felt "unsafe" on the property, and further expressed that he would, "...only visit the Somers Property with an armed escort, preferably a Deputy Sheriff."

- **MCA 45-5-207** — *Criminal endangerment.*

Mr. Frampton knowingly continued in his false assertions that Dennis Thornton was a Criminal Trespasser. Mr. Frampton engaged in conduct that created a reasonable fear of substantial risk of death or serious bodily injury to Dennis, specifically when on the property, whether by order, invitation or right, that Dennis would be “SWATTED” while being physically present on the Somers Property.

- **MCA 45-5-220** — *Stalking.*

Mr. Frampton purposely & knowingly engaged in a course of conduct directed at Dennis & Donna Thornton and their business Thorco Inc. – as early as 2009 – knowing that his course of conduct would cause a reasonable person to fear for that person's own safety or the safety of others around that person; or suffer other substantial emotional distress. On many occasions while interviewing Dennis, he expressed to me the massive amount of stress, specifically accessory marital stresses, that Sean Frampton had continually exerted on the Thornton's for more than a decade.

- **MCA 45-6-301** — *Theft.*

Mr. Frampton engaged in theft, when he purposely and knowingly obtained or exerts unauthorized control over property of the owner and: has the purpose of depriving the owner of the property; purposely or knowingly uses, conceals, or abandons the property in a manner that deprives the owner of the property; or uses, conceals, or abandons the property knowing that the use, concealment, or abandonment probably will deprive the owner of the property.

- **MCA 45-7-201** — *Perjury and Other Falsification in Official Matters.*

When Mr. Frampton knowingly made a false record and falsified materials in Thorco's 2022/2023 Federal Bankruptcy, under oath and affirmation, he changed the official record to distort the factual situation. Mr. Frampton has made erroneous and inconsistent statements, on multiple occasions throughout varied litigation(s), concerning an amount still owed WCU, and has been completely inconsistent in his affidavits.

- **MCA 45-6-317** — *Deceptive Practices.*

Mr. Frampton used deceptive practices and threats to create pecuniary obligations for the Thornton's and Thorco Inc. exceeding \$4 Million dollars. Mr. Frampton made false statements and created documents to erroneously, yet effectively collect on a false debt, and to purposefully sell Thorco's and the Personal Guarantor's properties without the authority to do so.

- **MCA 45-6-303** — *Offenders interest in the property.*

Mr. Frampton transferred Thorco's assets to the inurement of himself and his co-conspirators and created an illegal interest in the property, which is not only erroneous, but completely inferior to the Thornton's and Thorco's interest in their own property, and therefore the taking of the property has no defense.

- **MCA 45-7-207** — *Tampering with or fabricating physical evidence.*

When Mr. Frampton altered, concealed, destroyed, removed or otherwise impaired the availability of the Thornton's Loan File (their property), in order to impair its verity and also its availability for many legal proceedings and previous and ongoing investigations, he tampered with evidence. After multiple requests from the Thornton's and the Flathead County Sheriff, but also Senator Mark Noland, the Thornton's have still been denied access to their loan file that was to have been in Sean Frampton's possession. Banking Commissioner Melanie Hall testified that the Thornton's are entitled to their loan file, but still have been denied it.

- **MCA 45-7-210** — *False claim to public agency.*

When Mr. Frampton, on multiple occasions, submitted documents containing false and patently Malicious filings, & claims, reports, and sworn testimony, to multiple Public Agencies, as defined in the MCA – he violated the MCA.

- **MCA 45-4-102** — *Conspiracy.*

When Mr. Frampton agreed to work together with James Kenyon, Ryan Purdy, and Aaron Archer, as well as other aggregate bad actors, and continued his actions on the furtherance of the collective goal, Mr. Frampton violated the MCA.

- **MCA 45-4-103** — *Attempt.*

When Mr. Frampton falsely claimed the Somers Property was owned by a party other than Dennis & Donna Thornton and Thorco Inc.; knowing that they were the true owners, he attempted to further his initial intent of financial gain by conversion of the same property. Proof of the completed offense does not bar any conviction for his attempt.

- **MCA 45-7-305** — *Compounding of a felony.*

By repeatedly accepting pecuniary benefits in exchange for his discretion, Mr. Frampton, by refraining from reporting the felonious activity of his co-conspirators to law enforcement authorities in the commission or suspected commission of their crime(s) – he violated the MCA.

- **MCA 2-6-102** — *Definitions.*

(10) "Public agency" means the executive, legislative, and judicial branches of Montana state government, a political subdivision of the state, a local government, and any agency, department, board, commission, office, bureau, division, or other public authority of the executive, legislative, or judicial branch of the state of Montana.

- **18 U.S. Code § 1341** — *Frauds and swindles.*

When Mr. Frampton devised or intend to devise his scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, he violated this Code.

- **18 U.S. Code § 225** — *Continuing financial crimes enterprise.*

When Mr. Frampton organized, managed, or supervised a continuing financial crimes enterprise; and continues to do so, he violates this Code. There is currently an investigation by the Flathead County Sheriff's Office for over \$4 Million dollars missing from a single transaction in a monthly period.

- **18 U.S. Code § 1519** — *Destruction, alteration, or falsification of records in Federal investigations and bankruptcy.*

When Mr. Frampton entered erroneous claims into the Thorco Inc. bankruptcy (2023), making false entry into the record documents, with the intent to impede, obstruct, or influence the investigation or proper administration of the court proceedings and procedures within the jurisdiction of the United States Bankruptcy Court, he violated this Code.

- **18 U.S. Code § 1005** — *Bank entries, reports and transactions.*

When Mr. Frampton, being an agent of WCU, and under the regulation of the Federal Reserve bank, member bank, depository institution holding company, national bank, insured bank, branch or agency of a foreign bank, or organization operating under section 25 or section 25(a) [1] of the Federal Reserve Act, without authority from the directors of such bank, branch, agency, or organization or company, issued and assigned a false foreclosure in order to create erroneous Securities & Notes, he violated this part; including participating in falsifying NCUA 5300 reports.

- **22 U.S. Code § 7102** — *Definitions.*

(1) Abuse or threatened abuse of law or legal process

The term “abuse or threatened abuse of the legal process” means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action. When Sean Frampton decided to use the legal system for his own personal use and benefit, to secure properties erroneously and by deceit, tampering with the Rights and the Due Process of the Thornton’s, using procedures and processes put in place to protect and serve the People, he violated these processes.

DETAILS OF INVESTIGATION

MCA 45-6-303 – Offender's interest in the property. (1) It is no defense to a charge of theft of property that the offender has an interest therein when the owner also has an interest to which the offender is not entitled.

Mr. Frampton knowingly and personally assumed a position as a party with an interest in the Thornton's assets, specifically their 500 Acres in Somers, Montana, beyond being an outside representative for WCU, and beyond his capacity as an attorney, licensed in the State of Montana. Sean Frampton has effectively been Stalking (*MCA 45-5-220*) the Thornton's for more than a decade.

Sean Frampton has acted without regard for obtaining or maintaining a Securities License, he has admitted to 'dealing-in' and holding the Securities of the Thornton's, and has testified to keeping them in his desk. This behavior violates the SEC, and multiple governing 18 USC codes (*18 U.S. Code § 1341, 18 U.S. Code § 1343, 18 U.S. Code § 1344, 18 U.S. Code § 1349*).

EVENTS:

- **02/16/2009** — WCU internally values Thorco Inc's Somers property at \$8,775,000. Sean Frampton is a sitting Board Member of Glacier Bank during this time, giving him access to Insider information, not only on the banking side, but also Thorco's private plans for developing their 500 acres, and its financials. (see: EXHIBIT I "2009 valuation of property")
- **03/19/2009** — Thorco Inc. enters into a Mortgage Contract with WCU. The loan was personally guaranteed by Dennis and Donna Thornton. Making them "Personal Guarantors." This connection will continue to be relevant throughout this report. (see: EXHIBIT II "Mortgage Contract")

- **03/24/2009** — No loan application is taken out with WCU because the Glacier Bank loan file was hand-delivered, or ‘walked over,’ by Glacier Bank loan officer Pete Davis. WCU agreed to take the same position as Glacier Bank, using Glacier Bank's own Paperwork. A practice I was assured was ‘normal.’
- **03/24/2009** — WCU recorded a Mortgage and the Personal Guarantees with the Flathead County Clerk and Recorder’s Office. Based on former NCUA Director Alan Carver’s Expert-Witness-Report, around June 2009, the Montana Division of Banking issued an order forbidding WCU from making any more Member Business Loans (“MBL’s”). This did not discourage WCU, instead they identified high-equity loans to foreclose on, regardless of the good standing of the loan or lender. These pseudo-foreclosures were meant to bring WCU back into compliance, while enriching a ‘cabal,’ of whom Sean Frampton is a key member and player. (see: EXHIBIT III “Carver Report”)
- **08/10/2010** — Contained in the Deposition documents of Randy Cogdill, taken on July 16th 2013, WCU’s loan-officer Randy Cogdill admitted to being on the Thornton's Development Property (“the Property”) with another developer for the ‘potential sale of the property.’ This was done while the loan was still in compliance and, in hindsight, was a clue that Frampton/WCU was actively starting to Convert the Somers Property for his/their own use. (see: EXHIBIT IV “Cogdill Deposition”)

- **01/23/2011** — Contained in an internal WCU document called ‘Collateral Analysis,’ the Property was inexplicably devalued from over \$8 Million dollars to \$2,333,100, and the Action Plan was to move forward with a foreclosure; the Mortgage was current and had been current throughout the history of the entirety of the loan. The plan to foreclose was 20 days prior to the 2009 maturity date of March 15, 2009. I find this to be exceptionally suspicious and the whole thing reeks of a preplanned & engineered foreclosure.

Whether or not these batched foreclosures are “on” or “off” books, still remains to be seen. In researching documents, it was found that Thorco Inc. had a credit bonding line in place in the amount of \$20,735,000, that had been taken out years earlier, on 7-23-2003. This is evidence – that if Thorco Inc. had really been ‘upside down’ on their loan commitments or payments, behind and delinquent, or under any review for foreclosure, Thorco could have easily and effortlessly refinanced at a dozen other institutions. Once Frampton/WCU engineered and guaranteed Thorco and the Personal Guarantors would be slightly past the maturity date, Thorco Inc. would then be in default.

WCU initially agreed to subordinate the loan at maturity, yet when it was time to renew the loan, the Thornton’s were told that WCU was unaware of the letter from their loan officer, Doug Johnson, guaranteeing more money and that WCU had a new policy of “no new money” for even loans that were set up in phases. (see: EXHIBIT V “Collateral Analysis”)

- **[02/23/2011]** — WCU executed their plan of a foreclosure action against Thorco Inc. and the Personal Guarantors, Dennis and Donna Thornton, in *DV-12-174B*. In response to this surprise litigation, the Personal Guarantors and Thorco filed a Counterclaim in the amount of \$60 Million dollars. (see: EXHIBIT VI “Collateral Analysis”)
- **02/23/2016** — In Case No. *DV-12-174B*, WCU received a partial summary judgment in the amount of \$4,348,880. (see: EXHIBIT VII “Judgment for DV-12-174B”)
- **04/04/2016** — Following more litigation, the Parties (WCU v. Thorco et al) settled their disputes in *DV-12-174B*. The parties agreed to two completely new Trust Indenture Mortgages, whereby Thorco would provide Trust Indenture Deeds for securities only; to be held in an Escrow account at First American Title. The Parties agreed to dismiss their claims against each other due to this new Agreement. (see: EXHIBIT VIII “Settlement Term Sheet”)

- **06/08/2016** — In the Agreement, titled “Settlement Agreement and Mutual Release,” (“the Agreement”) Thorco would provide Security Deeds for two new Mortgages; one in the amount of \$300,000 for a 200-acre tract of land – and one in the amount of \$1,100,000 for a 300-acre tract of land, to be held in an Escrow account by a neutral third party, First American Title. The Trust Indenture document states that it supersedes all other agreements; furthermore, it states there is to be no money owed in connection with the foreclosure lawsuit, that was dismissed with Prejudice (DV-12-174B). This Prejudiced dismissal is very important, as it is erroneously brought back later by a District Judge. The Settlement Agreement and Mutual Release contained Deeds to the Property, along with a Realty Transfer Certificate (RTC), that was prepared & signed by WCU’s attorney Johnna Preble. In Part 4, it indicates the Deeds were not “Deeds in Lieu of Foreclosure,” because the box for “Deeds in Lieu” was not checked; instead, the “Other” box was checked. This indicates that there was no original-intent to use the Deeds as “Deeds in Lieu.”

An examination of email documentation found that the Thornton's were instructed by their attorneys to sign the Agreement and deliver it to Whitefish Credit Union's outside-attorney, Sean Frampton; the Thornton's did as they were instructed. Something of note is the Declaration of John Amsden, dated 08/16/2018: *"4. The attorney for WCU (Sean Frampton, Esq.) required delivery of the original signed Non-Merger Warranty Deeds and Realty Transfer Certificate (to be attached as Exhibit C to the Settlements Agreement and Mutual Release, as provided in Section 2.c) to his office prior to disbursing settlement funds (as required by Section 1) to Plaintiffs."* The Escrow Security Deeds were delivered to Mr. Frampton, and Term #1 was satisfied. WCU then provided the Thornton's with a payment of \$150,000 dollars. The Effect of Failing to Record clearly states that: Mortgages must be recorded within 20 days of signing (*MCA 31-2-217*). An examination of the Title for the 2009 Mortgage (not any new Mortgages that should have been created), showed that the defunct and Prejudiced 2009 Mortgage was kept in place until many years later (May 12th 2022 it was finally released by WCU's direction) – and the two new negotiated Mortgages were never seemingly created nor recorded. An examination of WCU's Motion to Modify Stay found that after delivery of the documents, Mr. Frampton kept them in his personal possession. Further investigation revealed that an Escrow account was never created or populated with the required new Mortgages at First American Title. (see: EXHIBIT IX "Settlement Agreement" "Dismissal w/ Prejudice" "Realty Transfer Certificate" "Declaration of Amsden" "Settlement Agreement Deeds")

- **08/12/2016** — WCU’s attorney Johnna Preble filed a ‘Joint Motion to Vacate the Partial Summary Judgment’ on *February 23, 2016*, and a ‘Joint Motion to Dismiss the Foreclosure and Order of Sale Lawsuit and Counterclaims with Prejudice.’ (see: EXHIBIT X “Joint Motion to Vacate”)
- **08/16/2016** — A Court of Competent Jurisdiction granted the Motion, and vacated the Judgment.
- **08/24/2016** — A Court of Competent Jurisdiction granted the Motion and Case No. *DV-12-174B* was Dismissed with Prejudice. It is well established (*MCA 71-3-131*) that a Mortgage/Lien, *‘If adjudicated by a Court of Competent Jurisdiction, must be satisfied within 30 calendar days of adjudication.’* This would have been a date of *September 23, 2016*. Under Title scrutiny, this did not occur until *5-12-2022*, almost 6 years later. By leaving the 2009 Mortgage in place, anyone examining the Title would come to the conclusion that the 2009 Mortgage was in fact defaulted, and still owing indebtedness to WCU. The Prejudiced Mortgage was purposely left in place for a grand total of *13 years, 1 month, and 18 days*.

Expert Witness testimony from the current (2023) Banking Commissioner, and the current Chief Legal Counsel for the Division of Banking for the State of Montana stated, *“a mortgage is a Special Lien that can only be used for one obligation and there is only one action to foreclose on a mortgage”*. The testimony goes on to specify in the Thornton case, that once the judgment was vacated with Prejudice, any indebtedness was no longer legally collectible.

Evidence shows that WCU was claiming after *August 24, 2016*, that Thorco was ‘in foreclosure and owed more than \$4+ Million dollars.’ This is the very same ‘missing’ \$4 Million dollars, currently (06-29-2023) being investigated by multiple agencies. (see: EXHIBIT XI “Hearing Testimony” “Archer Affidavit” “Harshbarger Affidavit”)

- **10/12/2017** — Available evidence shows Thorco Inc. had a potential buyer for 300-acres of the Somers property, for \$15 Million dollars. That deal patently fell through due to WCU’s claims that Thorco was in an active foreclosure, which would lock-up the Property, and certainly Cloud the Title; the reality would mean the Property could now be sold-off to Frampton’s insiders. (see: EXHIBIT XII “Harshbarger Affidavit” “Frampton Statement from Pleading”)
- **11/10/2017** — Evidence shows that, contrary to a legitimate foreclosure that would follow a standardized procedure, WCU refused and ignored vital payments & financial information, including the fact that Thorco had at the ready a *Purchase and Sale Agreement* for over \$2 Million dollars, for only 12 of the lots, being more than enough money to satisfy the \$1,400,000 Trust Indenture (if any debt was still owed at all). (see: EXHIBIT XIII “Cameron Buy/Sell”)

- **11/17/2017** — Thorco Inc. had an approved loan for more than the \$1,400,000 Million dollar Trust Indenture. (see: EXHIBIT XIV “Funding Edge”)
- **12/1/2017** — Title Agent, Debbie Pierce, contacted Sean Frampton to determine what was owed on the Property, and he could not provide a figure, so she did not get a payoff amount. Alliance Title could not issue a Title Policy in the amount of \$1,400,000 Million dollars. Thorco contacted their attorneys to resolve these issues; their efforts failed as the 2009 Mortgage was never released, and the Trust Indenture Mortgage loans were never completed.

Testimony from attorney Mike Black stated that, ‘Frampton claimed he did not know if Escrow had been opened or where the documents were.’” When in fact they were in Sean Frampton’s possession. He admittedly had them in his possession on 10/26/2018, when he recorded them with the clerk and recorder’s office. (see: EXHIBIT XV “Pierce Affidavit” “Black Affidavit” “Frampton Second Affidavit”)

- **12/1/2017** — Sean Frampton clearly did know where the documents were, because he had sent a copy to the Title Agent in *December 2017*, and in his second affidavit, admitted to keeping documents in his desk. (see: EXHIBIT XVI “Frampton Second Affidavit”)

- **12/17/2018** — After Thorco Inc.'s efforts failed; as a last-resort, Thorco Inc. filed for *Chapter 11 Bankruptcy Protection*.
- **04/06/2018** — Subsequent to the filing, Thorco's attorney Michael Klinkhammer showed multiple attempts and demands – that Mr. Frampton should compel WCU to extinguish Thornton's Personal Guarantees. Shortly after the Thornton's filed a Personal lawsuit (*DV-18-336D*) to rightly extinguish the Personal Guarantees (The same Personal lawsuit in which Sean Frampton admitted he kept the documents in his possession). (see: EXHIBIT XVII "DV-18-336D")
- **04/26/2018** — A Proof of Claim filed in the Bankruptcy Action, states WCU had recorded new Mortgages in the amount of \$1,400,000 Million dollars. As previously covered, there are no new recorded Mortgages for \$1,400,000 Million dollars – only the original Mortgage from 2009 that remained until *May 12th 2022*. In communications between Thorco Inc.'s attorney Jon Binnie, Frampton and WCU's bankruptcy attorney Dean Stensland, an agreement was made where WCU would finally open the Escrow (an admittance to knowing they never opened it in the first place) at First American Title, if Thorco Inc. dismissed their Bankruptcy. Subsequently, Thorco Inc. dismissed their Bankruptcy after WCU delivered the documents to First American Title.

Sometime after delivery was made to the agreed upon location, Sean Frampton secretly retrieved the documents from First American Title, only after the Thornton's Bankruptcy was dismissed (no Discovery would be available to the Thornton's at that point), and no Escrow was opened (for lack of anything to put in the account). First American Title had no instructions for any Escrow. (see: EXHIBIT XVIII "Stensland Email(s)" "Binnie Email(s)" "WCU Proof of Claim" "Frampton Second Affidavit")

- **07/24/2018** — In the Personal lawsuit, Sean Frampton and WCU Agent Aaron Archer claimed the 2009 Mortgage was still owed. (see: EXHIBIT XIX "Frampton Second Affidavit" "Archer Second Affidavit")
- **08/24/2018** — The Affidavit of Aaron Archer claims Thorco Inc. owed more than \$4 Million dollars, although on 4/26/18, the Proof of Claim in Thorco Inc.'s Bankruptcy case, filed by WCU's attorney Dean Stensland, stated *"7. How much is the claim? \$ 1.4 MM."* Sean Frampton filed a Motion for Summary Judgment against the Thornton's, claiming \$4+ Million dollars was still owed. Mr. Frampton absolutely knew when he filed (Vexatiously & with Malice) the Motion for Summary Judgment against the Thornton's – that they in fact did not owe more than \$4 Million dollars. In *DV-18-336D*, when Thorco Inc. tried to join in the personal suit, the court rejected the filing. (see: EXHIBIT XX "Archer Third Affidavit" "DV-18-336D" "WCU Reply Motion Summary Judgment")

- **10/04/2018** — District Judge Dan Wilson, in Case No. *DV-18-336D*, brought back the *February 23, 2016* Prejudiced judgment against the Thornton’s (he is not an Intermediate Appellate Judge, nor a Supreme Court Justice), from Case No. *DV-12-174B*. This should have been a huge Red Flag for any Agency doing a competent job, forensically looking at the available evidence. (see: EXHIBIT XXI “DV-12-174B” “DV-18-336D”)
- **10/25/18** — Sean Frampton then used the Trust Indenture Deeds and transferred the Somers Property into WCU’s name, this while the 2009 Mortgage was still in place. Mr. Frampton then cut the locks off the gates to the Property – seizing Thorco Inc.’s Real and Personal assets (*See: Equipment Removal Order for June 30th - District Judge Amy Eddy - 2023*). Sean Frampton and Aaron Archer then cut the locks off of the gate that is at the *entrance* to the property; replacing the locks with their own. After lengthy litigation, Dennis Thornton cut the Frampton locks off the gate to the Property, in order to inspect the Property and Personal/Thorco equipment. In some reports, it is annotated that much of the tools and equipment were missing or badly vandalized – and that all of the equipment had been intentionally abandoned and left to the ravages of nature and the hands of unscrupulous ‘scrappers.’ (see: EXHIBIT XXII “Frampton Letter to Klinkhammer”)

- **10/04/2021** — In my interview with Brian, Sheriff Heino stated that, *'Dennis Thornton had filed a theft report for the theft of the Real Property, and that he had interviewed Dennis Thornton. Sheriff Heino claimed that the Thornton's convinced him that WCU did not come into lawful ownership of the property.'* Documentation demonstrates where Thorco Inc. gave Sheriff Heino temporary POA and custody to retrieve Thorco Inc.'s Loan File (Thorco's lawful property); that request was also co-requested by (now Senator) Rep. Mark Noland. Heino said he went to WCU to get the Loan File – and was referred to Sean Frampton. Upon Brian's request, Mr. Frampton proceeded to tell Sheriff Heino to "F-Off."

Sheriff Heino said he then went to the County Attorney to get a subpoena. The County Attorney refused the subpoena request, and *instead* wanted Sheriff Heino to charge Dennis Thornton with Criminal Trespass. This is a very odd response to a Sheriff having good cause to charge one party, but the DA somehow already had his aim on the Complainant, Mr. Thornton. Heino said that he told the County Attorney he needed a subpoena to examine the Loan File and that no one should be charged until an investigation was completed. (see: EXHIBIT XXIII "Dennis PoA Sheriff Heino" "Noland Report")

- **01/19/2022** — Holding to the spoken intent of the County Attorney, they charged Dennis Thornton with Criminal Trespass, for “trespassing” on Property that he still had a Mortgage on. This action has now been dropped by the Flathead County Attorney’s Office, just another example of how Sean Frampton used his connections to maliciously prosecute the Thornton’s without legal standing. (see: EXHIBIT XXIV “Trespassing Charges”)
- **02/10/2022** — In a hearing that took place in Helena, MT, in front of the Montana Bank Oversight Committee (video and audio available), Commissioner Melanie Hall on behalf of the Division of Banking, testified that borrowers are entitled to their Loan Files, & that a Mortgage is a Special Lien, & that it can only be used for one single obligation. In further testimony, she said that there is only one action to foreclose on a Lien on a Mortgage. This is prime evidence that WCU had already used their one foreclosure action in prior litigation, and had dismissed it. The State of Montana then testified that in the Thornton case, the 2009 Mortgage was nullified after the judgment was vacated, and dismissed with Prejudice.

During the Economic Affairs Interim Committee, Bank Oversight Hearing in Helena, MT; according to Commissioner Melanie Hall's and State Attorney Kelly O'Sullivan's testimony, *"there is a single action for a foreclosure, once it is done, it is done."* When asked, "If a judgment in a foreclosure lawsuit is vacated is the judgment still owed?" And Ms. Hall replied, *"No, Mr. Chair, members of the committee, No. The judgment is not still owed."* The State of Montana's testimony directly contradicts Sean Frampton's claims. (see: EXHIBIT XXV "Melanie Hall Testimony")

- **02/11/2022** — Following shortly after the Banking Oversight Hearing in Helena, Sean Frampton's law partner, Ryan Purdy (who worked closely on the foreclosure), formed an LLC for a current client of theirs and registered it with the State of Montana. The name of the LLC is *"Mo Somers, LLC."* (see: EXHIBIT XXVI "SoS Documents")
- **02/14/2022** — WCU CEO James Kenyon electronically transferred the Property from WCU to Mo Somers LLC., using a Special Warranty Deed. They did so with no Title Insurance and no POA, stating *"Grantor acquired this property through foreclosure and therefore makes no warranty not particularly described herein."* There was no Sheriff's sale, which I would have expected to see given Mr. Frampton's claims regarding Thorco's and WCU's previous business. This all was done while the original 2009 mortgage was still in place. (see: EXHIBIT XXVII "Mo Somers SW Deeds")

****It should be well noted that Mick Ruis is a prominent developer in the Flathead Valley. Ryan Purdy has opened up 15 businesses for Mick Ruis since 2015; on this property, they used his sister Mary Ruis to be the principal of Mo Somers, LLC.**

- **04/29/22** — Ryan Purdy, Sean Frampton’s law partner, made himself Registered Agent and Manager for Ruis Glacier, LLC. (see: EXHIBIT XXVIII “Ruis Glacier SoS Docs”)
- **05/03/22** — Just 4-days later, Ruis Glacier LLC (Ryan Purdy) acting through Mo Somers, received 200-acres of the 500-acres of Thorco’s Somers Property that he worked closely on foreclosing. This was also done while the original mortgage was still in place. (see: EXHIBIT XXIX “Transfer from Mo to Glacier”)
- **05/12/2022** — Title Financial Specialty Services of Blackfoot, Idaho (“TFSS”), at the request of WCU, recorded a Satisfaction of Mortgage which contains a Quit Claim (quitting all claims) along with the legal description to the Property. This document states in part: *“...the aforementioned debt, fully paid, satisfied and released and discharged, and in consideration thereof the said Mortgagee does hereby release and quitclaim unto the said Mortgagor the premises thereby conveyed and mortgaged.”* The letter to Thorco also stated, *“Your lien with WCU has been released”*. TFSS was the only authorized agent that could record this. (see: EXHIBIT XXX “TFSS Satisfaction” “Kathy Wilson First Affidavit”)

- **06/7/2022** — Thereafter, WCU CEO James Kenyon, together with Sean Frampton, filed an erroneous “Corrected Release of Mortgage.” It states that TFSS recorded the Satisfaction of Mortgage erroneously and without permission; this is false. It also states in part: *“The Warranty Deeds recorded as Flathead County Records 201800026290 and 201800026291 were recorded pursuant to a Settlement Agreement and in Lieu of Foreclosure of the Mortgage.”* The Realty Transfer Certificate states they are not in Lieu of Foreclosure. There is no required recorded POA from WCU allowing Sean Frampton to transfer any documents for WCU. The only POA recorded with the Flathead County Clerk and Recorder’s Office, is for Title Financial Specialty Services (TFSS). That recording was recorded on 7-24-2014 – it stayed in place and legally viable until a substitution occurred, or it was rescinded in writing, certified and recorded (no superior documents were ever recorded).

The Montana Security and Insurance Commission found the only authorized entity to transfer documents for WCU in this case, is TFSS. Flathead County Clerk and Recorder's Office has no POA or permissive documentation from Thorco Inc., to anyone, to use their Agreement Documents as Conveyance Documents. *The Securities Exchange Act of 1933; the Trust Indenture Act of 1939*, clearly lays out the transferring of any documents for a Federally Regulated Lender, and what must be done by a licensed authorized Transfer Agent, who is Registered with the Security and Insurance Commission. There is no required UCC Transfer Statement stating how much debt was canceled. This is a major requirement that needs to be recorded with true and lawful Deeds in Lieu. (see: EXHIBIT XXXI "Kenyon Mortgage Correction" "Email to Steve S&I Commissioner")

- **07/29/2022** — Documentation shows that Thorco Inc. filed for Chapter 11 Bankruptcy Protection.
- **[03/28/2022]** — Sean Frampton then filed a lawsuit on behalf of Mo Somers LLC. The suit included Thorco Inc., Dennis and Donna Thornton, and all of Thorco's shareholders. The lawsuit asked for two things: a Quiet Title Action on the Thornton's equipment, and a Temporary Restraining Order against Dennis and Donna Thornton, and all of Thorco Inc.'s shareholders. (see: EXHIBIT XXXII "Unserved Frampton Lawsuit v. Thorco")

- **09/27/2022** — When I reached out to TFSS to confirm the Properties acquisition by WCU, they stated that WCU only had a Lien on the Property. They also stated, *“I don’t know how WCU sold the property, they only had a lien on it.”* (see: EXHIBIT XXXIII “Kathy Wilson First Affidavit”)
- **12/22/2022** — In testimony by Sean Frampton, by Motion to Lift the Automatic Stay and return the Mo Somers lawsuit back to State District Court, Mr. Frampton claims WCU was given Deeds in Lieu of Foreclosure. As covered in detail previously, there were no “Deeds in Lieu,” the Deeds given for the Agreement were Trust Indenture Deeds, not Conveyance Deeds. (see: EXHIBIT XXXIV “January Hearing for Motion to Lift Stay? (go search docket for date)”

MCA 71-3-106 states, “The existence of a lien upon property does not of itself entitle the person in whose favor it exists to a lien upon the same property for the performance of any other obligation than which the lien originally secured.” The original obligation was dismissed with Prejudice on 8-24-2016, years before the current claims. Additionally, *MCA 71-3-108 states, “Lien or contract for lien transfers no title. Notwithstanding an agreement to the contrary, a lien or contract for a lien transfers no title to the property subject to the lien.”*

- **01/24/23** — When checking with the state’s Chief Financial Officer with the Securities and Insurance Division, Steve Matthews, he could confirm that TFSS and Shauna Romrell are licensed as Title Insurance Producers. He could not confirm the same for WCU - CEO James Kenyon or WCU itself, and would not speak on the matter. (see: EXHIBIT XXXV “Email to Steve S&I Commissioner”)

- **07/08/2023** — This investigation is ongoing, with current and additional litigation in Federal and District Courts. New evidence and Discovery, Witness testimony through Depositions, etc, will continue to be revealed after the submission of this report. As of the date of this report, Sean Frampton continues his involvement in this complex issue, even though the Conflict of Interest is manifest.
- **08/13/2023** — *UPDATE* There are current relevant court filings and actions that will transpire after the publishing of this document. There are Motions before the Federal Bankruptcy Judge overseeing the Thorco reorganization in Federal Court, that will illuminate to a greater degree the level of alleged violations of the *Racketeer Influenced Corrupt Organizations Act (“RICO”), Title 18 USC §1962;* among the varied and colored criminal acts that will soon be uncovered and exposed to the light.

CONCLUSIONS & RECOMMENDATIONS

In conclusion, I recommend a full and forensic Criminal Investigation be opened immediately regarding the behavior and actions of Attorney Sean Frampton and his law firm. I would also recommend that he immediately be suspended from Legal Practice, and a formal censure issued regarding his Vexatious and Malicious endeavors, which he continues to engage in, regardless of his recent jury guilty verdict or pressure from Administrative State or Federal Agencies.

SIGNATURE PAGE

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF
THE STATE OF MONTANA THAT THE FOREGOING IS TRUE AND CORRECT.
THIS DOCUMENT CONTAINS 36 PAGES (1-36).

Katherine Wilson PSP-PI-LIC-16517

DATED: 8/13/2023