2006 APR 16 AM 9: 48

IN THE DISTRICT COURT OF THE ELEVENTH JUDICIAL DISTRICT OF THE STATE OF MONTANA, IN AND FOR THE COUNTY OF FLATHEAD

STATE OF MONTANA

Cause No.DC-08-195 (A)

Plaintiff,

WARRANT OF ARREST

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DEVRA PATTON WEST,

TED O. LYMPUS

Defendant.

THE CHARD OF MONTANA to any Deage Officer of said Sta

THE STATE OF MONTANA to any Peace Officer of said State or of the County of Flathead:

COMPLAINT ON OATH having been this day made before me by CALEB E. SIMPSON, Deputy Flathead County Attorney, charging that the offense of ISSUING A BAD CHECK, a Felony, has been committed within the said County of Flathead and accusing the above named DEVRA PATTON WEST thereof.

YOU ARE THEREFORE COMMANDED to arrest the above named DEVRA PATTON WEST (DOB: 10/6/1950, SSN: 355-44-0246, LKA: 525 Political Hill, Lakeside, MT) at any place in this state, including Defendant's home or private dwelling place at night, and bring Defendant before me in said County, or in case of my inability to act, before the nearest and most accessible magistrate within the said County to be dealt with according to law.

That bail shall be set in the amount of S 5,000

NOTICE: Pursuant to \$46-9-302, MCA, the Defendant may not be released on bond without first appearing before the judge when the offense is partner/family member assault, stalking, or violation of an order of protection.

WITNESS MY HAND this \_15th day of April, 2008

TED O LYMPUS

District Judge

FCSO

CES UNINE COPE)
416 08 LUNG
WARRENT OF ARREST

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Page 1 of 1

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Date: 5/18/2008 Firme: 09:55 AM Flathead County Justice Court

Complete Case History

Page 6 of 7

TIC-2006-0006603-

STATE OF MONTANA vs. Devis Patton West

Charges

Charge

200508 45-5-201

Assault - Miscemeanor

Degree:

User KCUMON

Comment

Violation Date:

10/13/2006 08:04 A W.

BAC

Officer:

Sobiff Roger, PGSO 4/22/2008

Comment

Polico Reference:

Disposition Date: Ties:

Not Guilty

I-Inding:

Deterred Imposition of Sentence

Other Finding:

Defended in 8 mounths

Sentending Date:

Sentending Defer Date:

Modified Sentence Date:

Modified Sentence: Jurisdiction:

Retained:

Ratained Days

Reimbuished

Licanse Susponsion Years:

Menths: Days.

Supponded: Complied

Suspension reported: Compliance reported:

A4052\* Cited Speed.

Appearance Date:

12/1/2008

Vehicle Plate:

Accident: No

Hezerdous Material: No Commercial Vehicle No Posteri Speed:

Drivers License:

Cital on:

DMV Reported:

Complete Sy: Confinement

Years:

Months:

Days:

Suspended:

Credited Time.

Home:

Discretionary:

Penitentiary Determinate. Panifantiary Indeterminate:

deventle

Other

Concurrent Sentences:

Consecutive Santances:

Commutal Sentence:

Punitentiary Suspended. Dooth Sontened:

Life Sentence:

Comment

Fines/Fees

Description Fino

Туре

Original

Pryment

Payment

Amount

500.00

500,00 Receipt: 47422

500.00 Receipt: 48017

Date 4/22/07/00/04

427/2008 5/1/2008 -500.00 Receipt 49319 8/22/2008

Payment item totak

CAR

# NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

ESSEX VENTURES, LLP, THOMAS H. BOONE, TRUSTEE OF THE BOONE KARLBERG EMPLOYEES PROFIT SHARING TRUST, QUALITY SUPPLY, INC. PROFIT SHARING PLAN AND TRUST, F.C. BOSSARD DEFINED BENEFIT PLAN, JOHN W. HELMS, JEANNINE T. HELMS, JERRY W. BURNS, LYNDA K. BURNS, THE WEEKS ALASKA COMMUNITY PROPERTY TRUST, AND GREAT WEST VENTURES, LLC,

### PLAINTIFFS

VS.

DEVRA PATTON WEST, DR. DEVRA PATTON WEST, TRUSTEE OF DR. DEVRA PATTON WEST REVOCABLE LIVING TRUST U/A DATED APRIL 21,2004, DR. DEVRA PATTON WEST REVOCABLE LIVING TRUST U/A DATED APRIL 21,2004, ROBERT B. MEADOR, WELLS FARGO BANK, NA.A., WELLS FARGO FINANCIAL NATIONAL BANK,

### DEFENDANTS

TO BE SOLD at Sheriff's Sale on the 20<sup>th</sup> day of May, 2008, at 2 o'clock p.m., at the Ravalli County Court House, 205 Bedford St., Hamilton, in the Lobby of the Courthouse, real property in two separate sales:

The first real property to be sold shall be the following two tracts:

# PARCEL 1:

Lot 4, McCluskey Subdivision, Ravalli County, Montana, according to the official plat recorded April 4, 1994 as Instrument No. 380147

## PARCEL 2:

A tract of land being a portion of the NE1/4 of Section 22, Township 7 North, Range 21 West, P.M.M., Ravalli County, Montana, and being more particularly described as Tract A, Certificated of Survey No. 5537-A.

TOGETHER WITH a 40 foot wide private access and public utility casement for ingress and egress over and across Lot 4, McCluskey Subdivision as shown on the plat thereof.

2. The next real property to be sold shall be the following tract:

Tract A, Certificate of Survey No. 5502, being the E1/2SE1/4SW1/4 and part of the SW1/4SE1/4 Section 15, Township 7 North, Range 21 West, P.M.M., Ravalli County, Montana.

The properties described above are commonly designated 734 and 736 Fred Burr Road, Victor, MT.

These properties are being sold in accordance with MCA 25-13-701, et seq. (2007)

Sale will be for cash to the highest bidder to satisfy Plaintiffs' two separate Judgments against the Defendant(s) in the amount of \$1,282,496.08 plus costs and accruing interest, and in the amount of \$741,577.55, and are not subject to redemption.

Chris Hoffman, Sheriff of Ravalli County

# RECEIVED

UNI 23 10 3

BROWNING, KALECZYC. BERRY'S HOVEN, PQ.

FILED
DEBBIE HARMON, CLERK

Delota Sarmon

MONTANA TWENTY-FIRST JUDICIAL DISTRICT COURT, RAVALLI COUNTY

JOHN WATSON,

Plaintiff,

v.

DEVRA WEST,

Defendant.

Cause No. DV-03-145 /76

Dept. No. 1

FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND JUDGMENT

THIS CAUSE came before the Court for hearing on October 2, 2008 for a determination of damages that should be awarded to Plaintiff John Watson ("Watson"). Watson personally appeared and was represented by his counsel, David M. McLean and Ryan C. Willimore of the law firm Browning, Kaleczyc, Berry & Hoven, P.C. Defendant Devra West ("West") failed to appear.

From the testimony presented to this Court and the evidence submitted, this Court hereby enters the following:

#### FINDINGS OF FACT

- Watson filed his Complaint and Jury Demand on April 17, 2003. Watson's claims against West were for Breach of Contract, Fraud, Unjust Enrichment, Constructive Fraud, and Constructive Termination.
- On July 15, 2008, this Court struck West's answer and entered default judgment in favor of Wetson on his breach of contract and tort claims.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT 210

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- In this Court's July 15, 2008 Order, Plaintiff was awarded his attorney's fees and costs in preparing the Motion for Sanctions and Pretrial Order.
- At all times relevant to this case, Watson was a resident of Ravalli County,
   Montana.
- At all times relevant to this case, West was a resident of Ravalli County,
   Montana.
- Watson has expertise and experience in the area of business consulting including but not limited to formation of business, business plans, management strategies and structures, employee relations and business growth plans.
- Watson has made his living using his skills, which are highly in demand and for which he commands substantial compensation.
  - 8. West is the proprietor of several business, both profit and non-profit.
- On or about January 2002, Watson and West entered into an agreement for the formation of a business, namely Millennia Mind, Inc.
- Millennia Mind, Inc.'s main business purpose was to act as a consultancy to high net worth individuals and to act as parent company to other for profit companies.
- 11. The substance of the agreement between West and Watson was that Watson would bring his considerable skills in business formation and strategies to the endeavor, forming the corporation, its business, and its profit strategy in exchange for a percentage of ownership in the business.
- 12. Watson's salary for the first year with Millennia Mind, Inc. was agreed to be \$50,000.00 to \$60,000.00. West's salary for the first year with Millennia Mind, Inc. was agreed to be \$100,000.00 to \$120,000.00. It was further agreed Watson's salary for the second year with Millennia Mind, Inc. would be \$100,000.00 to \$120,000.00. Watson would have continued to earn \$120,000.00 for Years 3, 4 and 5 with the company.
- Millennia Mind, Inc. was intended to turn a profit, financially rewarding Watson,
   West, and a third shareholder.

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- 14. West was to have fifty-five (55) shares, Watson was to have twenty-two (22) shares, and the third shareholder was to have twenty-three (23) shares.
- Based upon the initial capital in Millennia Mind, Inc. of \$1,000,000.00, shares were valued at \$10,000.00 per share.
- 16. Watson performed his part of the agreement by setting up the corporation, worked with profession on its image, developed the business plan and strategy, and communicated with potential clients.
- 17. West breached her part of the agreement by announcing several months later she had received divine guidance that shareholding were no longer appropriate. West refused to offer any alternative ownership format and refused to discuss the matter of ownership at all.
  - 18. Based upon this breach, Watson ended his relationship with West.
- West represented to Watson she would perform under the terms of the contract, namely by actively pursuing the business with Watson.
- 20. West failed to actively pursue the business as represented and has in fact actively scuttled the original business intent and purpose.
- West knew her representations of pursuing the business with Watson were false, her subversive purpose being to extract Watson's services.
  - 22. Watson relied on West's representations when they entered the contract.
- Watson was reasonable in relying on West's representations and had a right to so
- West intended Watson rely on the representations in order to receive his valuable services and consulting expertise.
  - Watson has been damaged by his reliance on West's representations.
  - 26. West's actions constitute actual fraud.
- Additionally, West has been unjustly enriched by Watson's performance on the contract.

-3-

FINDINGS OF FACT, CONCLUSIONS OF LAW.

West received the benefit of Watson's business consulting services in the creation

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of Millennia Mind, Inc. for which she has not paid.

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FINDINGS OF FACT, CONCLUSIONS OF LAW.

AND JUDGMENT

The fees and costs Watson incurred for the preparation of the Pretrial Order and

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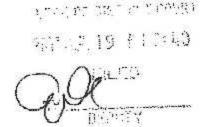
Lost Investment/Shares

PINDINGS OF FACT, CONCLUSIONS OF LAW,

AND JUDGMENT



Paul A. Sandry
Johnson, Berg, McEvoy & Bostock, PLLP
PO Box 3038
Kalispell, MT 59903-3038
Telephone: (406) 755-5535
Attorneys for Plaintiffs



# MONTANA ELEVENTII JUDICIAL DISTRICT COURT, FLATHEAD COUNTY

LARRY BRAZDA, STEVEN K. LIFE, and CONNIE L. LIFE,	No. DV-07-239C
Plaintiffs,	
vg.	
PATRICIA COLE and DEVRA PATTON WEST,	
Defendants.	
	CONFESSION OF JUDGMENT
PATRICIA COLE,	
Cross-Plaintiff,	超
vs.	
DEVRA PATTON WEST,	
Cross-Defendant.	88

COMES NOW Defendant DEVRA PATTON WEST, pursuant to §27-9-101, et seq. and contesses to judgment in favor of Plaintiffs in the amount of \$20,523.37, together with interest accrued thereon at the legal rate from and after June 22, 2007 at the rate of \$4.15 per day.

Defendant Patricia Cole executed a Promissory Note in favor of Plaintiffs, which Note was personally guaranteed by Defendant Devra Patton West, on or about March 17, 2006, obligating Defendants to pay the sum of \$19,000.00 pursuant to the terms of said Promissory Note. Defendants are in default of said Promissory Note for failure to pay installments due to Plaintiffs pursuant to said Promissory Note. Taking

CONFESSION OF JUDGMENT Page 1

Ed Smith Clink of the suffere court state of Montana

# DA 08-0259

2009 MT 45N

# IN THE SUPREME COURT OF THE STATE OF MONTANA

MATHEW WEST, CONSTRUCTION,	d/b/a TOP TO BOTTOM
Plaintiff	f and Appellee,
v.	
DEVRA WEST and d/b/a HAYWOOD S	CHRIS HAYWOOD, STONEWORKS,
Defenda	ants and Appellant.
APPEAL FROM:	District Court of the Eleventh Judicial District, In and For the County of Flathead, Cause No. DV 2007-320(B) Honorable Katherine R. Curtis, Presiding Judge
COUNSEL OF REC	CORD:
For A	Appellant:
	Scott G. Hilderman, Johnson, Berg, McEvoy & Bostock, PLLP, Kafispell, Montana
For A	Appellee:
	Anne G. Biby, Hash & O'Brien, PLLP, Kalispell, Montana
	Submitted on Briefs: January 14, 2009
	Decided: February 18, 2009
Filed:	
	Clerk

STATE OF MONTANA	)	VERIFIED AFFIDAVIT OF
	i i	A.J. WHITE REGARDING
County of Ravalli	)	DEVRA WEST

COMES NOW, A.J. White, and states the following is true:

My involvement with Divine Unity and specifically Devra West began in 1998-99 when I attended sessions of the Sacred Arts Institute. I attended bi-annual sessions and decided to come to Montana in the fall of 2000 to assist the Foundation in its spiritual putsuits.

I first became involved with the office in the spring of 2001 when I went to Jerusalem as a support person. At that time I became aware of the extravagant lifestyle and personal catering needed by Ms West. She required a suite when the whole project was a money loser and also required several people to be at her beck and call. In fact, all of the personal assistants that I encountered in my time with Divine Unity were verbally, emotionally, spiritually and sometimes physically abused. There were rumors spread around the departure of the Director, Roger Hill, disparaging his name when he had decided to resign as Director of the Foundation at the end of March, 2001. Devra West insisted that he remain through April even though she was the instigator of the rumors. He refused. I then became the Director of the Foundation for a very short period, approximately 4 months. Roger Hill was most helpful in passing on information but could not really pass on the difficulties that he encountered: the secrecy, questionable financial practices and institutionalized abuse.

I soon realized that the position of Director was in name only. All decisions were made by Devra. There was no possibility of handling the personnel issues within the office, as Devra would countermand any or all of my decisions. I was denied signatory on the checking account and access to financial statements. The controls of all the monies were in the hands of Devra and Jack West. When people approached me wanting to know where the donations they had made went, there was no trail. When I insisted on having this information, like monthly financial reports, I couldn't get them and my investigating caused angst within the office. There was one specific circumstance concerning a donation of \$80,000 by Tanmayo (Corrine [I don't remember her last name]) from Brazil. I became aware of the donation when Devra called me at 10:00pm at home to inform me that she called her "little kitty" (referring to the donor), for some money that she needed. Cheryl O'Brien, DU accountant, was specifically told by Devra that she was not to tell me or Mike Hendrickson (volunteer auditor) that this money had come in. Because of our close relationship and her discomfort, she did disclose this to me and asked for my secrecy. To my knowledge this money did not show anywhere on the books.

From a business standpoint, DU makes its money by putting on conferences. I chaired the June 2001 biannual Sacred Arts Institute. I found there was no clear methodology in preparing for the 2-week event. It truly was a fly-by-the scat-of your-pants organization, at the whim of Devra West. I was able to track the monies in and receipting of funds for that 2-week period. It was one of the largest conferences and the gross funds taken in for that major event was approximately \$95,000. The immediate expenses written off against that conference brought profits well below \$50,000. In screening the expenses of the association coupled with the huge personal expenses of Devra, the organization was on shaky ground financially. In trying to attract donations, and trying to put in place some controls of fund usage, I proposed to earmark donations specifically for specific programs Le. the Children's program etc. There was major resistance to this as all monies were to be given to Devra personally for her use as she saw fit. She stated at that time that she needed to spend over \$100,000 on legal fees for her son and a custody hearing. I do not know the truth

of that statement but was puzzled on how this in any way related to the Foundation. I do know that the handling of monies was shrouded in secrecy. When I asked her why she always called the monies hers and not God's or for the Foundation, she told me how important she was and without her there would be no Foundation, and it all belonged to her. There was an obvious blurring of lines between her personal ownership and that which belonged to the Foundation.

Her outbursts and tirades existed both within spiritual sessions and at those who worked for her. I personally only experienced the verbal abuse and the screaming over the phone was so intense that I told her that I would not speak to her until she got in control of herself. I hung up on her, a first for me in tny life. I observed many occasions of verbal cruelty in which she ranted at people, threw water in their faces and caused severe emotional anguish, all in name of assisting them in their spiritual quest. In late July 2001, while I was on a business trip to Denver, Susanna Felder, a committed assistant for over 9 years and editor of Devra's writing, called me. She called me in severe distress as she had gotten into a heated discussion with Devra on whether or not I should be put on the BOD - there was no Foundation BOD at that time. Devra became so incensed that she attacked her and ripped clumps of hair out of Susanna's head. This was severe abuse and ultimately led to Susanna leaving DU within the month. I returned to the office several days later and the first thing I did was to address this abuse in a staff meeting with Susanna in attendance. Jack West, who was present at the event, categorically denied it happened while Anandra accused Susanna of causing the problem. This collaborative deception was so shocking that I resigned, effective immediately. The cover-up was endemic and serious abuse issues were lied about and swept under the rug. The lack of integrity by Devta, her impropriety around money and her physical and verbal abuse of individuals were the reasons for my leaving.

I make this statement as I feel a responsibility to those who may become involved with Divine Unity, to those with whom I worked and to those who were affected by these behaviors. I do this in the clearest and most truthful manner.

DATED this day of May, 2004.	
A.J. White	
Subscribed and Sworn to before me on this	day of May, 2004.
(SEAL)	Notary Public for the State of Montana Residing at Commission Expires

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EN ADDRESS AT

## **DEBORAH COFFEY**

KAISER SIGMUND STR. 12 • D – 86609 DONAUWÖRTH Tel. +49 (0)906 981 66 19 Fax. +49 (0)906 981 69 25

To whom it may concern,

This is a statement about incidents of physical and psychological abuse by Ms. Devra West towards her students, staff and course participants. These incidents described here were witnessed by me, Deborah Coffey. I was a student of Devra West for approximately seven years and unofficially employed for a brief period of two months.

I read a letter that Ms. West wrote to a staff member, her personal assistant, whom had given notice to her employer, Ms. West, to leave her job. She had taken the appropriate steps to terminate her position responsibly. The letter from Ms. West was full of intimidating statements of a psychological nature. One in particular stated that she (her personal assistant) would fail miserably in her life if she left; that this assistant had a soul contract with herself (Ms. West) and that if she broke that soul contract she was doomed to suffer not only in this life but for many life-times. I have read three other letters that were written to three individuals whom had not complied with Ms. West's desire for their money, attention or services. The method used in each letter was psychological manipulation using seduction, coercion, intimidation and ridicule.

I witnessed two occasions in which Ms. West threw water in peoples' faces. On one occasion while she was teaching in front of a group, Ms. West forcefully threw the contents of her glass of water in the face of her personal assistant. She did the same to a student during a teaching session.

I witnessed three occasions in which Ms. West violently pulled the hair, of three female staff members. In each case the hair was pulled and the head was shaken forcefully from side to side. On some occasions she would hit people in the face. I witnessed one occasion in which she hit a man in the forehead, leaving an abrasion where her ring cut the skin. She said afterwards, that she didn't do it, God or a deity of God did it. This was the rationale she often used to justify her own violence. I was present in Montreal in which Ms. West tore a woman's car. The woman was kneeling in front of Ms. West and had quietly challenged her authority. Ms. West reacted physically. She grabbed her hair on both sides of her face and shook her and told her to leave. I learned later that the woman was injured. Evidently the woman's car had been grabbed too and then torn. She underwent reconstructive surgery for the injury. I was present in the room on two different occasions (but did not witness the precise moment) in which Ms. West hit students in the face. One of those women reportedly suffered a dislocated jaw, the other was hurt but not injured.

I was personally involved, as were others, in what I will call public humiliation or degradation rituals. The pattern of dominance, humiliation and "bonding" was essentially the same in all cases. In my case, I had just moved to Montana two days prior to the incident to build a life among the other members of the group and contribute to the goals of the organization. That day, and for the first time, I became the focus of degradation. My apparent flaws and failings were paraded by Ms. West in front of the group. It was personally shocking and humiliating. She continued until I was sufficiently disorientated. Then at a strategic moment, she began to build me back up. Because I had nothing left of my self to stand on, I connected to her to make it through. In this way a false bonding to her, the teacher/leader occurred. She said afterward to me that she did it with love. She often said this to people whom she abused. I witnessed many of these kinds of "treatments".

This is my statement.

Sincerely,

Deborah Coffey, November 18th, 2003

---- Original Message ----

From: <u>Judy Morris</u>
To: John Watson

Sent: Wednesday, December 08, 2004 11:19 PM

Subject: Re: The Circle of Divine Unity - The disposal of the Charity's Assets?

Dear John,

I am very unhappy to have read what you sent. I was a facilitator in the school until my eyes were opened to some things going on that I did not want to be a part of.

What you sent is not something I was aware of, meaning the money stuff going on there. After I left I did find out that some individuals had actually mortgaged their homes to give to DU and put themselves in terrible debt, they are Europeans. They were told if they gave, more would come back to them, God would love them more, whatever, humm.

I sent your email onto Patricia Carmody in Rome, Italy and she's knows of many over there that donated large sums. I know that Tanmayo was a major contributor to the property and everything else; I have her address and phone but no email. Also, there was a man from Hawaii that is very wealthy and he contributed huge sums, I was told, I can't remember his name but someone I know will remember. Mike Hendrickson, I heard had co-signed on the note for the property and he contributed lots of \$\$, you probably know about that.

I gave a couple of hundred dollars for a couple of years, allot for me at the time. I have the SAI list from March of 2000. If you would like me to fax it to you, let me know your fax number. I could try to scan it but it might not work. I am sure that most of the people on this list gave plenty of money. I have the names, phone numbers and addresses for the US students and the Europeans but I don't have the emails, I will look around and see if I can find another list with the emails.

Judy Morris