



Sheriff's Office

[Department Home](#)

[Related Departments](#)

[911 Official site](#)

[NW Drug Task Force](#)

[Children's Advocacy Center](#)

[Our Boards](#)

[Flathead's Most Wanted](#)

[Warrants](#)

[Crime Statistics](#)

[Frequently Asked Questions](#)

[Downloads](#)

[Contact Us](#)

[Registered Sex & Violent Offenders](#)

[Emergency Services](#)

Warrant Details

[Back to Warrants List](#)

Photos will not be displayed for individuals with only misdemeanor warrants.



West, Devra Lynn

Age: 59

Last Known Location: Lakeside, MT

Aliases: Patton, Devra
West, Deborah Lynn
West, Deborah Patton
West, Debra
West, Derra
West, Devra Patton

Warrants

Type	Number	Description	Issue Date	Bond
Felony	200901802	THEFT, ALL OTHERS	Dec. 16, 2009	\$20000.00

Send Us A Tip

If you have any information related to this individual, please [send us a tip](#).

2006 APR 16 AM 9:48

Wpd

MLT

BY _____

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- <u>195</u> (A)
Plaintiff,		WARRANT OF ARREST
vs.		TED O. LYMPUS
DEVRA PATTON WEST,		
Defendant.		

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 \$ 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

FC90

orig (orig. copy)
4/16/08
WARRANT OF ARREST

4

Date: 8/18/2008
Time: 09:55 AM
Page 6 of 7

Flathead County Justice Court
Complete Case History
TIC-2006-0006603-

User: KCUKON

STATE OF MONTANA vs. Devra Patton West

Charges
Charge: 200508 45-5-201 Assault - Misdemeanor Degree:

Comment:
Violation Date: 10/13/2006 0800 AM BAC:

Officer: Schie Roger, PGSO Police Reference:
Disposition Date: 4/22/2008 Comment:
Plea: Not Guilty Finding: Deferred Imposition of Sentence
Other Finding: Deferred in 0 months
Sentencing Date: Sentencing Order Date:
Modified Sentence: Modified Sentence Date:
Jurisdiction: Retained: Retained Days: Reinstated:
License Suspension Years: Months: Days:
Suspended: Suspension reported:
Complied: Compliance reported:
Citation: A4052 Appearance Date: 12/1/2008 Accident: No
Cited Speed: Posted Speed: Hazardous Material: No Commercial Vehicle: No
Drivers License: Vehicle Plate:
DMV Reported:

Confinement Complete By: Years: Months: Days:
Suspended:
Credited Time:
Home:
Discretionary:
Penitentiary Determinate:
Penitentiary Indeterminate:
Juvvenile:
Other:

Concurrent Sentences:
Consecutive Sentences:
Commuted Sentence: Penitentiary Suspended:
Life Sentence: Death Sentence:
Comment:

Fines/Fees				
Description	Type	Amount		Date
Fine	Original	500.00		4/22/2008
	Payment	500.00	Receipt: 47422	4/22/2008
	Payment	500.00	Receipt: 48017	5/1/2008
	Payment	-500.00	Receipt: 49319	6/22/2008
	Item Total	0.00		

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, LYNDIA 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, N.A., WELLS FARGO
FINANCIAL NATIONAL BANK,

DEFENDANTS

TO BE SOLD at Sheriff's Sale on the 20th 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:

1. 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 easement 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

OCT 23 2008

BROWNING, KALECZYC,
BERRY & HOVEN, P.C.

FILED
DEBBIE HARMON, CLERK

OCT 21 2008
Debbie Harmon
CLERK

MONTANA TWENTY-FIRST JUDICIAL DISTRICT COURT, RAVALLI COUNTY

JOHN WATSON,

Plaintiff,

v.

DEVRA WEST,

Defendant.

Cause No. DV-03-145 *178*
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. Willmore 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

1. 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.

2. On July 15, 2008, this Court struck West's answer and entered default judgment in favor of Watson on his breach of contract and tort claims.

1 3. In this Court's July 15, 2008 Order, Plaintiff was awarded his attorney's fees and
2 costs in preparing the Motion for Sanctions and Pretrial Order.

3 4. At all times relevant to this case, Watson was a resident of Ravalli County,
4 Montana.

5 5. At all times relevant to this case, West was a resident of Ravalli County,
6 Montana.

7 6. Watson has expertise and experience in the area of business consulting including
8 but not limited to formation of business, business plans, management strategies and structures,
9 employee relations and business growth plans.

10 7. Watson has made his living using his skills, which are highly in demand and for
11 which he commands substantial compensation.

12 8. West is the proprietor of several business, both profit and non-profit.

13 9. On or about January 2002, Watson and West entered into an agreement for the
14 formation of a business, namely Millennia Mind, Inc.

15 10. Millennia Mind, Inc.'s main business purpose was to act as a consultancy to high
16 net worth individuals and to act as parent company to other for profit companies.

17 11. The substance of the agreement between West and Watson was that Watson
18 would bring his considerable skills in business formation and strategies to the endeavor, forming
19 the corporation, its business, and its profit strategy in exchange for a percentage of ownership in
20 the business.

21 12. Watson's salary for the first year with Millennia Mind, Inc. was agreed to be
22 \$50,000.00 to \$60,000.00. West's salary for the first year with Millennia Mind, Inc. was agreed
23 to be \$100,000.00 to \$120,000.00. It was further agreed Watson's salary for the second year
24 with Millennia Mind, Inc. would be \$100,000.00 to \$120,000.00. Watson would have continued
25 to earn \$120,000.00 for Years 3, 4 and 5 with the company.

26 13. Millennia Mind, Inc. was intended to turn a profit, financially rewarding Watson,
27 West, and a third shareholder.

1 14. West was to have fifty-five (55) shares, Watson was to have twenty-two (22)
2 shares, and the third shareholder was to have twenty-three (23) shares.

3 15. Based upon the initial capital in Millennia Mind, Inc. of \$1,000,000.00, shares
4 were valued at \$10,000.00 per share.

5 16. Watson performed his part of the agreement by setting up the corporation, worked
6 with profession on its image, developed the business plan and strategy, and communicated with
7 potential clients.

8 17. West breached her part of the agreement by announcing several months later she
9 had received divine guidance that shareholding were no longer appropriate. West refused to
10 offer any alternative ownership format and refused to discuss the matter of ownership at all.

11 18. Based upon this breach, Watson ended his relationship with West.

12 19. West represented to Watson she would perform under the terms of the contract,
13 namely by actively pursuing the business with Watson.

14 20. West failed to actively pursue the business as represented and has in fact actively
15 scuttled the original business intent and purpose.

16 21. West knew her representations of pursuing the business with Watson were false,
17 her subversive purpose being to extract Watson's services.

18 22. Watson relied on West's representations when they entered the contract.

19 23. Watson was reasonable in relying on West's representations and had a right to so
20 rely.

21 24. West intended Watson rely on the representations in order to receive his valuable
22 services and consulting expertise.

23 25. Watson has been damaged by his reliance on West's representations.

24 26. West's actions constitute actual fraud.

25 27. Additionally, West has been unjustly enriched by Watson's performance on the
26 contract.

27

1 28. West received the benefit of Watson's business consulting services in the creation
2 of Millennium Mind, Inc. for which she has not paid.

3 29. Millennium Mind, Inc. has not been dissolved and is still a viable business entity.
4 West continued to use Millennium Mind, Inc. and the work Watson performed for Millennium Mind,
5 Inc. after Watson ended his relationship with West.

6 30. Watson never received compensation for his work with Millennium Mind, Inc.

7 31. Watson never received compensation for his twenty-two (22) shares in Millennium
8 Mind, Inc.

9 32. Watson has lost income of:

10 Year 1 \$ 50,000

11 Year 2 \$100,000

12 Year 3 \$120,000

13 Year 4 \$120,000

14 Year 5 \$120,000

15 *Lost Income: \$510,000.00*

16 33. Watson also has lost shares totaling \$220,000.00, based upon his twenty-two (22)
17 shares in Millennium Mind, Inc. valued at \$10,000.00 per share.

18 34. Watson's total compensatory damages are \$730,000.00.

19 35. Watson has also incurred substantial attorney's fees in pursuing this action against
20 West, including \$6,209.27 in attorney's fees and costs for preparing the Pretrial Order and the
21 Motion for Sanctions.

22 36. Watson submitted a Notice of Filing Itemized Statement of Fees and Costs on
23 August 5, 2008, and provided a copy of that Filing to West. Included with the Itemized
24 Statement were an Affidavit of David McLean and the billing records associated with preparing
25 the Pretrial Order and the Motion for Sanctions.

26 37. West never objected to the reasonableness of the fees sought and nor did she
27 contest the award of attorney's fees and costs.

1 38. The fees and costs Watson incurred for the preparation of the Pretrial Order and
2 the Motion for Sanctions are reasonable and Watson is awarded that sum.

3 39. On October 15, 2008, Watson submitted a Motion to Withdraw Request for
4 Attorney's Fees. This Motion withdrew Watson's request to have fees awarded for the entire
5 action. Instead, Watson requested this Court only award the fees associated with the Pretrial
6 Order and Motion for Sanctions.

7 CONCLUSIONS OF LAW

8 1. This Court has jurisdiction over this cause.

9 2. West's actions constitute breach of contract for which Watson is entitled
10 compensatory damages.

11 3. West's actions constitute actual fraud for which Watson is entitled compensatory
12 damages.

13 4. West's actions constitute unjust enrichment for which Watson is entitled
14 compensatory damages.

15 5. Watson is also entitled to attorney's fees in the amount of \$6,209.27 as a sanction
16 against Ms. West relating to the Pretrial Order and Watson's Motion for Sanctions. The basis for
17 this award is set forth in this Court's July 15, 2008 Opinion and Order.

18 6. The compensatory damages have been computed as follows:

19 **Lost Income:**

20 Year 1 \$ 50,000

21 Year 2 \$100,000

22 Year 3 \$120,000

23 Year 4 \$120,000

24 Year 5 \$120,000

25 **Lost Income: \$510,000.00**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Lost Investment/Shares

22 Shares, valued at \$10,000

Lost Investment: \$220,000.00

TOTAL COMPENSATORY DAMAGES: \$730,000.00

7. Watson is awarded a total judgment of \$736,209.27.

JUDGMENT

1. Judgment is entered against Defendant Devra West in the amount of \$730,000.00 for compensatory damages, as identified above.

2. Plaintiff John Watson is awarded his attorney's fees incurred in preparing the Pretrial Order and in filing the Motion for Sanctions in the amount of \$6,209.27.

3. Watson's total damages are \$736,209.27 and West shall pay this sum to Watson within thirty (30) days from the date of this Order and Judgment.

DATED this 20th day of October, 2008.


Hon. Jeffrey H. Langton, District Court Judge

DH 10-21-08

cc: David McLean (Browning, Kalaczyc, Berry & Hoven, P.C.)
Devra West

1 Paul A. Sandry
2 Johnson, Berg, McEvoy & Bostock, P.L.L.P.
3 PO Box 3038
4 Kalispell, MT 59903-3038
5 Telephone: (406) 755-5535
6 Attorneys for Plaintiffs

JUDICIAL DISTRICT COURT
FEB 13 19 11 03 40


DEPREY

7 MONTANA ELEVENTH JUDICIAL DISTRICT COURT, FLATHEAD COUNTY

8 LARRY BRAZDA, STEVEN R. LIFE, and
9 CONNIE L. LIFE,
10 Plaintiffs,

No. DV-07-239C

11 vs.

12 PATRICIA COLE and DEVRA PATTON
13 WEST,
14 Defendants.

CONFESSIOIN OF JUDGMENT

15 PATRICIA COLE,
16 Cross-Plaintiff,

17 vs.

18 DEVRA PATTON WEST,
19 Cross-Defendant.

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

23 Defendant Patricia Cole executed a Promissory Note in favor of Plaintiffs, which Note was personally
24 guaranteed by Defendant Devra Patton West, on or about March 17, 2006, obligating Defendants to pay the
25 sum of \$19,000.00 pursuant to the terms of said Promissory Note. Defendants are in default of said
26 Promissory Note for failure to pay instalments due to Plaintiffs pursuant to said Promissory Note. Taking
27

FILED

February 19 2009

Ed Smith
CLERK OF THE SUPREME COURT
STATE OF MONTANA

DA 08-0259

IN THE SUPREME COURT OF THE STATE OF MONTANA

2009 MT 45N

MATHEW WEST, d/b/a TOP TO BOTTOM
CONSTRUCTION,

Plaintiff and Appellee,

v.

DEVRA WEST and CHRIS HAYWOOD,
d/b/a HAYWOOD STONEWORKS,

Defendants 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 RECORD:

For Appellant:

Scott G. Hilderman, Johnson, Berg, McEvoy & Bostock, PLLP, Kalispell,
Montana

For Appellee:

Anne G. Biby, Hash & O'Brien, PLLP, Kalispell, Montana

Submitted on Briefs: January 14, 2009

Decided: February 18, 2009

Filed:

Clerk