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6 Attorneys for Plaintiffs

FLATHEAD COUNTY
2007 APR 19 11:34 AM


DEPUTY

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.

CONFESSON 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 installments due to Plaintiffs pursuant to said Promissory Note. Taking
27

1 LLC as an unpaid volunteer in April of 2005 through October of 2006.

2 2. On information and belief Patricia Cole became a board member of Sanctuary
3 Environments, LLC soon thereafter.

4 3. On information and belief in her position with Sanctuary Environments, LLC
5 Patricia Cole gained access to Devra West's personal and financial records.

6 4. On information and belief Patricia Cole misappropriated funds of Devra West.

7 5. On information and belief Patricia Cole established credit in the name of Devra
8 West, used said credit and failed to pay the amounts owed by the personal use of said credit.

9 **COUNT I – THEFT**

10 6. Defendant West realleges paragraphs 1 through 5 above as if set forth in their
11 entirety.

12 7. On information and belief Patricia Cole used the existing credit of Devra West for
13 her own purposes.

14 8. On information and belief Patricia Cole did not have the permission of Devra West
15 to use Devra West's existing credit.

16 9. On information and belief Patricia Cole did not pay and/or repay the amounts due
17 from her use of Devra West's existing credit.

18 10. Devra West has been damaged in an amount to be proved at trial by and through
19 the actions of Patricia Cole.

20 **COUNT II – THEFT**

21 11. Defendant West realleges paragraphs 1 through 9 above as if set forth in their
22 entirety.

23 12. On information and belief Patricia Cole established new credit in the name of
24
25

1 Devra West.

2 13. On information and belief said newly established credit was without the permission
3 and or knowledge of Devra West.

4 14. On information and belief Patricia Cole used the newly established credit of Devra
5 West for her own purposes and without the permission and or knowledge of Devra West.

6 15. On information and belief Patricia Cole did not make payments and/or repayments
7 for the amounts due from her use of the newly established credit in Devra West's name.

8 16. Devra West has been damaged in an amount to be proved at trial by and through the
9 actions of Patricia Cole.

10 **COUNT III – FRAUD**

11 17. Defendant West realleges paragraphs 1 through 16 above as if set forth in their
12 entirety.

13 18. On information and belief Patricia Cole committed actual fraud by suppressing
14 and/or hiding the fact that she was not only using Devra West's established credit for her own
15 personal gain but was also establishing her credit in the name of Devra West and using that credit
16 for her own personal gain.

17 19. On information and belief Patricia Cole did such to deceive Devra West.

18 20. On information and belief Patricia Cole's actions have damaged Devra West in an
19 amount to be proved at trial.

20 **COUNT IV – ACTUAL FRAUD**

21 21. Defendant West realleges paragraphs 1 through 20 above as if set forth in their
22 entirety.

23 22. On information and belief Patricia Cole entered into a Montana Trust Indenture
24
25

1 dated March 17, 2006 in which she promised to pay \$19,000 at 8% interest to Larry Brazda, Steven
2 Life and Connie Life.

3 23. On information and belief Patricia Cole convinced Devra West to personally
4 guarantee the March 17, 2006 note based on Patricia Cole's promise to pay.

5 24. On information and belief Patricia Cole never had the intention to pay said note.

6 25. On information and belief Patricia Cole induced Devra West to enter into the
7 personal guarantee based on Patricia Cole's promise to re-pay which she, Patricia Cole, had no
8 intention of performing on.

9 26. On information and belief Devra West has been damaged by the actions of Patricia
10 Cole in an amount to be proved at trial.

11 **COUNT V – PUNITIVE DAMAGES**

12 27. Defendant West realleges paragraphs 1 through 26 above as if set forth in their
13 entirety.

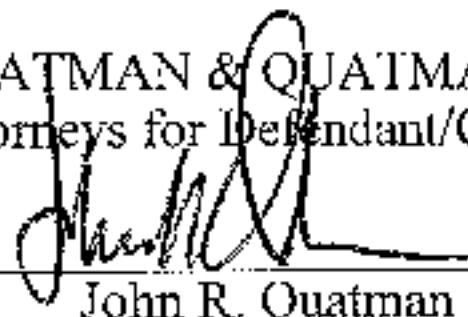
14 28. On information and belief Devra West is entitled to punitive damages based on the
15 actions of Patricia Cole.

16 WHEREFORE, Devra West prays as follows:

- 17 1. For actual damages to be proven at trial.
18 2. For punitive damages to be proven at trial.
19 3. For attorney's fees and costs incurred herein.
20 4. For such other and further relief as the Court deems just.

21 DATED this 10th day of July, 2007.

22 QUATMAN & QUATMAN, PC
23 Attorneys for Defendant/Cross-Defendant West

24 By: 
John R. Quatman

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CLERK OF DISTRICT COURT
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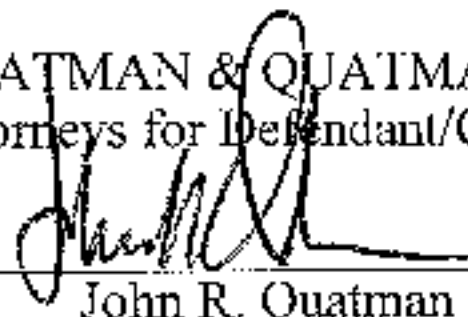
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