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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF DESCHUTES

ERIC NOEL, an Individual, and
THE CHASE, LLC., a Limited Liability
Company

Plaintiffs,

v.

KAITLYN C. BIEAR, an Individual , and
CATRINA BIEAR, an Individual

Defendants

No. 12CV0727

AMENDED COMPLAINT FOR BREACH
OF CONTRACT, MISREPRESENTATION,
FRAUD, AND RELATED CLAIMS

Plaintiffs Eric Noel and The Chase, LLC., for their Complaint against Defendants, Kaitlyn C. Biear and Catrina Biear, alleges as follows:

1.

Plaintiff ERIC NOEL ("Noel") is a resident of Washington County, Oregon and is the sole owner and operator of THE CHASE, LLC.

2.

Plaintiff THE CHASE, LLC. ("The Chase") is a horse boarding and training business located in Washington County, Oregon.

3.

Defendant KAITLYN C. BIEAR ("Kaitlyn Biear", "Biear") at all material times resided in

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1 Deschutes County Oregon.

2 4.

3 Defendant CATRINA BIEAR is the mother of defendant Kaitlyn Biear, and at all material
4 times resided in Deschutes County, Oregon.

5 5.

6 The acts giving rise to this Amended Complaint occurred in both Deschutes County and
7 Washington County within the State of Oregon.

8 6.

9 This Court has Jurisdiction over the parties and subject matter.

10 7.

11 In February of 2012 Defendant Kaitlyn Biear kept several horses at a boarding facility near
12 Bend and paid the expenses for their upkeep. The boarding facility had little in the way of equipment
13 and supplies necessary for the training and maintenance of quality show jumping horses, and as a result
14 the horses, who had been relatively successful show horses in the past, could not receive the training
15 and care necessary to maintain their value. At that time Biear, who was unemployed, was also dealing
16 with a variety of legal and financial issues as a result of having been arrested and charged in December
17 of 2012, in Deschutes County Case No. 11FE1361, on one count of unlawful use of a weapon and
18 two counts of reckless endangerment. Biear's situation which made it difficult for her to devote the
19 time and pay the expenses of keeping and training the horses.

20 8.

21 In February of 2012 Defendant Kaitlyn Biear posted an ad on DreamHorse.com offering a
22 horse known as Tropical Storm for lease. On or about February 27, 2012 Eric Noel inquired into
23 obtaining the horse for the purpose of arranging a lease on him for one of The Chase's clients. By
24 means of their conversation Biear became aware that Noel was a respected professional horseman who
25 operated a facility where quality show horses were boarded, trained, and sold. She became aware that
26

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1 Noel regularly took his clients to large horse shows and knew that the horses that competed at those
2 shows often sold for much higher prices than similar horses that didn't.

3 9.

4 To remedy her financial situation Defendant Biear devised a scheme to defraud Noel and The
5 Chase whereby she would send the horses to Plaintiffs so that they would receive the care and training
6 necessary to improve their value. The scheme included having Plaintiffs pay all of the expenses for the
7 horses' care and upkeep without reimbursement, and having them provide all of their training and
8 showing services without compensation. To that end, Noel would sub-lease the horses to his clients in
9 order to have them pay the expenses. Once the horses were properly conditioned, trained, and were
10 actively competing at horse shows, Biear would break the leases, sell the horses, and pocket the
11 money.

12 10.

13 In furtherance of her scheme to defraud Plaintiffs, Biear represented to Noel that she had an
14 experienced show jumping horse available named Luxury ("Lux"), that she herself was the owner of
15 Lux, and that although she did not want to sell the horse, she would be willing to lease him to
16 someone who would be interested in showing him.

17 11.

18 On or about February 27, 2012, in furtherance of her scheme, Biear offered to have Noel take
19 Lux and another horse known as Rock-a-Bye ("Getty") from their location in Bend back to The Chase
20 in Sherwood for the purpose of arranging for leases on both horses. By way of an email, Biear
21 authorized Noel to "just take both of them and trial them or have both of them on a lease".

22 12.

23 On or about March 3, 2012, Noel picked up the two horses from a horse boarding facility in
24 Bend and transported them to The Chase's facilities in Sherwood. Thereafter Noel, pursuant to the
25 authorization given him by Biear, arranged a lease whereby his customers John and Eileen Skakel
26

1 (“the Skakels”) agreed to pay all of Lux’s expenses, including but not limited to his board, training,
2 shoeing, and routine vet care in exchange for the opportunity for their daughter, Frances, to compete
3 on the horse for the summer show season. From March 3, 2012 through July 24, 2012, the Skakels, as
4 agreed, paid all of Lux’s expenses, and as agreed Lux was made available for Frances to compete on.
5 Biear was aware of the terms of the lease for Lux and even attended Frances’s first show in May of
6 2012.

7 13.

8 After having determined that Getty was not a suitable horse for any of his clients, Noel
9 informed Biear that he was unable to put together a lease on Getty. Biear then arranged to have Getty
10 put into training for the purpose of increasing her sales value, and on April 18, 2012 she sent a written
11 authorization to Noel, appointing him as her agent to represent both herself and the horse.

12 14.

13 From March 3, 2012 to July 24, 2012, The Chase paid all of Getty’s boarding, shoeing, and
14 veterinary expenses. The Chase also provided training services and actively marketed the horse for sale
15 through advertising and by showing her to prospective customers at The Chase’s facility and at horse
16 shows. Biear was aware of the services provided by Noel, attended at least one horse show where the
17 horse competed, and used photographs of the horse that were taken at the shows in subsequent
18 advertisements.

19 15.

20 On or about July 10, 2012, Noel, as agent of the Skakels, entered Lux and Frances Skakel in
21 the High Desert Classic Horse Show in Bend. Noel also entered Getty for the purpose of showing her
22 to prospective buyers and selling her. Based on his authority as Biear’s agent, Noel arranged to have
23 one of his clients, Alexandra Wilson, who’s own horse was injured, pay Getty’s expenses at the show
24 in exchange for the opportunity to ride the horse in certain children’s classes and to help mitigate
25 Biear’s expenses. The Skakels and Wilsons each prepaid the required entry and stabling fees, made
26

1 travel and vacation plans, and prepaid for accommodations in order to attend the show, Biear knew
2 that the horses would be competing at the show.

3 16.

4 On or about July 19, 2012, three days before Lux and Getty were to leave for the High Dessert
5 Classic, Biear represented to Noel that she had sold Lux, and that she would be shipping the horse out
6 of state immediately. Biear's representation as to the sale of Lux was materially false, and was made
7 despite her knowledge that she had previously represented that the horse was not for sale, despite her
8 knowledge that the horse was currently under lease to the Skakels for the show season, and despite
9 her knowledge that the horse had been entered into the show.

10 17.

11 On about July 22, 2012, Noel gave notice to Biear that she was in breach of her agreement to
12 make Lux available for lease for the show season, and that she had caused The Chase to breach it's
13 lease agreement with the Skakels. Noel notified Biear that based on the breach of their agreement, the
14 Skakels would be entitled to a refund of all money paid for the purpose of having Lux available for
15 their daughter to show, and that the Chase would be honoring it's obligation to do so. Noel further
16 notified Biear that by breaching her agreement with The Chase, Biear would be obligated to pay the
17 costs of caring for and training Lux, and was claiming a possessory lien on the horse for the amount of
18 the board, training, shoeing, and other costs associated with the care and training of the horse.

19 18.

20 On July 23, 2012, The Chase also claimed a possessory lien on Getty for unpaid board, training
21 services, shoeing, vet care, and marketing expenses, and notified Biear of the same.

22 19.

23 On July 23, 2002, Noel transported the two horses to Bend to show them in the High Desert
24 Classic. The horses were stabled a the show grounds under the care custody and control of Eric Noel
25 as agent for and trainer of the horses.

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1 20.

2 On July 24, the day before the show was to start, Defendant Biear, with full knowledge that
3 there were possessory liens claimed on both Lux and Getty, and with full knowledge that she had
4 appointed Noel as her agent, entered the show grounds, and in violation of the possessory interest
5 granted to The Chase by statute, and in furtherance of her scheme to defraud Plaintiffs, misrepresented
6 to officials at the horse show that she alone had a legal right to the possession of the horses. Based on
7 her misrepresentation, and without having made any attempt to contact Noel, who was present on the
8 show grounds at the time, officials at the High Desert Classic horse show assisted Biear in violating
9 the lien and removing the two horses from the care custody and control of Eric Noel and The Chase.
10 In violation of ORS § 164.125(1)(a) prohibiting theft of services, Biear removed the horses from the
11 show grounds without paying for any of the serviced provided to her by The Chase, and took them to
12 an undisclosed location.

13 21.

14 Upon receiving the news that Lux and Getty had been taken by Biear from the showgrounds,
15 the Skakels and Wilsons aborted their plans to attend the show and promptly terminated their
16 longstanding business relationships with The Chase. Both parties were forced to forfeit their prepaid
17 entry and stabling fees to the show, as well as the deposits or prepayments that they had made for
18 lodging.

19 22.

20 On July 26, 2012 Noel and The Chase filed their original Complaint and served the same upon
21 Biear, along with written notices of the liens on Getty and Lux. The lien notices were served by the
22 Sheriff on the same day.

23 23.

24 On July 27, 2012 Biear filed a document with the Deschutes County Circuit Court entitled
25 Motion to Complaint in which she set forth material facts to the court and swore under penalty of
26

1 perjury to the truth of those facts before the Clerk. By means of her Motion to Complaint, and in
2 violation of ORS 162.065 (prohibiting perjury) and ORS 162.075 (prohibiting false swearing), Biear
3 falsely testified to the existence of untenable agreements between herself and Noel whereby Noel
4 agreed to lease both horses and pay all of the expenses of keeping them without reimbursement with
5 the understanding that they were being marketed for sale and could leave at any time. Biear further
6 falsely testified that both horses had been sold prior to her having been notified as to the existence of
7 the liens, that both horses had been impounded by the United States Equestrian Federation, that she
8 had no knowledge that Lux had been leased to the Skakels, and gave other false statements in
9 furtherance of her scheme to defraud Noel. Biear's false testimony was made with full knowledge of
10 it's falsity, in violation of Oregon criminal statutes, and for the purpose of defrauding both Noel and
11 the court.

12 24.

13 At some point, after having taken the horses, Kaitlyn Biear, in furtherance of her scheme to
14 defraud, with knowledge that there was a lien claimed, and for the purpose of depriving The Chase of
15 its statutory rights to possession and foreclosure, caused Lux to be transported across state lines,
16 probably to Illinois and secreted the horse at an unknown location, in violation of ORS 99.230
17 (fraudulent conveyance),. Despite her representations that Lux had been sold in July of 2012, the
18 horse remained under the ownership of Kaitlyn Biear until December 13, 2012, when he was sold to
19 Emily Kabeshita of St. Charles, IL with the lien still unsatisfied in violation of criminal statute ORS
20 164.085(1)(d) (prohibiting transfer of encumbered property).

21 25.

22 On or about July 29, 2013, Kaitlyn Biear, with knowledge that there was a lien claimed, and
23 for the purpose of depriving Plaintiffs of their statutory right to possession and foreclosure, and in
24 violation of ORS 99.230 (fraudulent conveyance) and criminal statute ORS 164.085(1)(d) (prohibiting
25 transfer of encumbered property), fraudulently conveyed the ownership of Getty to her mother,
26

1 Catrina Bear. Kaitlyn Bear subsequently began representing herself her mother's agent and began
2 advertising Getty for sale on Dreamhorse.com. By means of her ad, Bear, using the alias "Ann",
3 misrepresented the horse Getty, who was a 15.3 hand chestnut thoroughbred mare as being "Savoy", a
4 16.1 hand sorrel thoroughbred/warmblood cross. Bear placed her online ad with full knowledge that
5 the information contained in it was false, in furtherance of her scheme to defraud Plaintiffs, and for the
6 purpose of defrauding potential buyers. Bear's placing of her on-line ads were in violation of federal
7 criminal statute 18 USC § 1343 prohibiting wire fraud. With full knowledge that there was a lien on
8 Getty and that her representations were false, Bear represented to interested buyers that the horse's
9 title was free from encumbrance in violation of Oregon criminal statute ORS 164.085(1)(d)
10 (prohibiting transfer of encumbered property)..

11 26.

12 On or about August 20, 2012 the Bears, in exchange for a \$250 fee, relinquished their
13 possession of Getty and sent the horse to a prospective buyer on a 30 day lease. The lessee was made
14 aware by Noel that, contrary to the representations made by Bear, the title to the horse was not
15 unencumbered and that The Chase, was statutorily entitled to possession of the horse pursuant to their
16 lien. The lessee subsequently transferred possession of Getty back to The Chase.

17 27.

18 On October 16, 2012 The Chase, pursuant to state statute, initiated foreclosure proceedings
19 against Bear and served her with notice that unless the lien was satisfied the horse would be sold at
20 public auction on November 19, 2012 at 12:01 PM. As required by statute, notice was also posted at
21 the Deschutes County Courthouse and was published on two consecutive weeks in the Bend Bulletin.
22 The auction was held on November 19, 2012 at the Deschutes County Courthouse and the Statement
23 of Account was filed with the Deschutes County Clerk. The horse sold at auction for \$600.00 which
24 left a balance owing of \$8,412.75. Despite having been notified of its time and place, neither Kaitlyn
25 nor Catrina Bear attended the auction.

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FRAUD, AND RELATED CLAIMS

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1 28.

2 On November 14, 2012, in response to Plaintiff's First Request for Production of Documents,
3 Kaitlyn Biear submitted evidence for use in the above entitled action. Included in her response was a
4 copy of a contract between Kaitlyn Biear and a "Rachel S" which was forged by Biear in violation
5 criminal statute ORS 165.007(a), (b) (prohibiting forgery of written documents) and ORS 165.080
6 (prohibiting the falsifying of business records) and for the purpose of showing that Lux had been sold
7 on June 28, 2012. Also included in her response was a copy of a contract between Kaitlyn Biear and a
8 "Kavita Mohan" which was forged by Biear in violation of ORS 165.007(a), (b) and ORS 165.080 for
9 the purpose of showing that Getty aka "Rock-a-Bye" had been sold on June 24, 2012. Both
10 documents were fraudulent, and were created for use as evidence in violation of criminal statute ORS
11 165.295(b) (prohibiting the production or offering of false physical evidence). The forged documents
12 were deposited in the US mail for delivery to Plaintiff in violation federal criminal statute 18 § USC
13 1341 (prohibiting mail fraud), and in furtherance of Biear's scheme to defraud both Noel and the
14 court.

15
16 **FIRST CLAIM FOR RELIEF**
17 **(Breach of Contract)**

18 29.

19 Plaintiff re-alleges and incorporates herein the matters set forth in paragraphs 1-28 above.

20 30.

21 Although the contract between Baier and Noel for the lease of Lux was oral, there was
22 sufficient performance by both parties to remove it from the statute of frauds.

23 31.

24 Pursuant to the agreement between Noel and Baier to for the lease of Lux, and pursuant to
25 Biear's appointment of Noel as her agent, Noel had authority to enter into the agreement between
26 himself and the Skakels to lease Lux for the show year.

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1 32.

2 Defendant Biear's selling of Lux after having entered into an agreement to make him available
3 for Noel to lease for the purpose of allowing Frances Skakel to show him during the summer
4 constitutes a breach of the contract between the parties.

5 33.

6 Defendant's breach caused Noel and The Chase to have to breach their agreement with the
7 Skakels, to make Lux available for Frances Skakel to compete on in exchange for paying his boarding,
8 training, and horse care costs. Defendants breach obligated The Chase with having to refund the
9 money the Skakels had paid to care for, train, and show the horse.

10 34.

11 Defendants breach of the contract and taking of the horse during the High Desert Classic horse
12 show caused Plaintiffs to have to pay the non-refundable obligations to the horse show as well as the
13 cost of caring for and preparing the horse for showing.

14 35.

15 Defendants breach of contract and taking of the horse during the High Desert Classic horse
16 show further deprived the Chase of the income it would have received for transporting and supervising
17 the showing of the horse at the show as well as future income for showing the horse throughout the
18 summer.

19 36.

20 Defendants breach of contract caused Noel and The Chase to lose a longstanding client and
21 deprived them of future income they would have received from the Skakels for boarding, training,
22 lessons, and showing.

23 37.

24 Plaintiffs have been damaged in an amount to be proven at trial but not less than \$16,330.00.

25
26 **SECOND CLAIM FOR RELIEF**

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1 (Quantum Meruit)

2 38.

3 Plaintiff re-alleges and incorporates herein the matters set forth in paragraphs 1-37 above.

4 39.

5 By receiving services in the boarding, horse care, training, showing, and advertising of both
6 horses Defendant received a benefit at her request.

7 40.

8 Defendant was aware of and did in fact receive the aforementioned benefit.

9 41.

10 Defendant would be unjustly enriched if not required to pay Plaintiffs damages in an amount to
11 be proven at trial but not less than \$16,330.00.

12
13 THIRD CLAIM FOR RELIEF
(Conversion)

14 42.

15 Defendant re-alleges and incorporates herein the matters set forth in paragraphs 1-41 above.

16 43.

17 Defendant's taking of Lux without the knowledge or permission of Plaintiffs, and selling of
18 Lux in violation of Plaintiff's valid possessory lien deprived Plaintiff of his statutory right to possession
19 of the horse, and amounts to conversion.

20 44.

21 Plaintiffs have been damaged in an amount to be proven at trial but not less than \$10,730.00.

22
23 FOURTH CLAIM FOR RELIEF
24 (Misrepresentation and Fraud re: Lux)

25 45.

1 Plaintiff re-alleges and incorporates herein the matters set forth in paragraphs 1-44 above.

2 46.

3 With knowledge that Plaintiff was looking for a horse for his client to lease for the upcoming
4 horse show season, Defendant Kaitlyn Bear represented to Plaintiffs that Lux was available for lease
5 for at least the upcoming show season and was not for sale. Defendant's representation was false and
6 Defendant know of its falsity. Defendants misrepresentation was made for the purpose of obtaining
7 boarding, training, conditioning services for Lux without having to personally incur the expenses of
8 those services, and for the purpose of having Plaintiff provided those services without compensation.
9 The fact that Lux would be available for his client to lease for the show season was material to
10 Plaintiffs' decision to lease the horse. Plaintiff relied on Defendant's representation, and had a right to
11 rely on Defendant's representation as to Lux's availability for his intended purpose in his decision to
12 leases the horse and in arranging a sublease with the Skakels for the upcoming show year.

13 47.

14 In furtherance of Defendant's fraudulent scheme, her misrepresentations were made via email
15 in violation of federal criminal statute 18 USC § 1343 prohibiting wire fraud.

16 48.

17 As a direct result of Defendant's misrepresentation Plaintiff was unable to perform on his lease
18 with the Skakels and incurred a liability for the breach of the agreement between them in the amount
19 of no less than \$6,010.00. As a further result of Defendant's misrepresentation the Skakels ceased
20 doing business with Plaintiffs, thus damaging them in an amount to be determined at trial but no less
21 than \$16,330.00.

22
23 **FIFTH CLAIM FOR RELIEF**
(Misrepresentation and Fraud re: Getty)

24 49.

25 Plaintiff re-alleges and incorporates herein the matters set forth in paragraphs 1-48 above.

26
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1 50.

2 With knowledge that Plaintiff had no interest in leasing Getty and had no clients interested in
3 leasing or buying her, Defendant Kaitlyn Bear represented to Plaintiffs that Lux she would board the
4 horse at The Chase and have Noel continue to train, prepare, and market the horse, with the fees and
5 expenses to be payable upon the sale of the horse. To that end Bear appointed Noel as her agent.
6 Defendant's representation was false and Defendant know of its falsity. Defendants misrepresentation
7 was made for the purpose of obtaining boarding, training, conditioning, and advertising services for
8 Getty without having to personally incur the expenses of those services, and for the purpose of having
9 Plaintiff provided those services without compensation. The fact that Bear would be paying The
10 Chase for the services it provided, and the fact that she had appointed Noel as her agent was material
11 to Plaintiffs' decision to maintain the horse at The Chase's facility and to "front" the expenses for the
12 care, maintenance, training, and advertising of the horse. Plaintiff relied on Defendant's representation,
13 and had a right to rely on Defendant's representation as to her intent that Plaintiff would be paid for
14 the services he provided.

15 51.

16 As a direct result of Defendant's misrepresentation Plaintiff advanced the horse's boarding
17 expenses and provided her training, conditioning, and advertising without compensation in the amount
18 of \$7,750.00. As a direct result of Defendant not paying those expenses Plaintiff was compelled to
19 seek foreclosure on his lien against Getty, resulting in increased expenses of \$1,262.75. Getty sold at
20 public auction for \$600.00, resulting in a net balance due of \$8,412.75. As a direct result of
21 Defendant's misrepresentation as to Noel's appointment as her agent, and Noel's subsequent
22 arrangement to have the Wilson's pay Getty's show expenses at the High Dessert Classic, Plaintiff was
23 unable to provide Getty to the Wilsons as agreed As a further result of Defendant's misrepresentation
24 the Wilsons ceased doing business with Noel and The Chase, thus damaging them in an amount no less
25 than \$10,320.00. Plaintiff has thus been damaged in an amount to be proven at trial but no less than
26

1 \$18,732.75.

2
3 **SIXTH CLAIM FOR RELIEF**
(Tortious Interference With Contractual Relations)

4 52.

5 Plaintiff re-alleges and incorporates herein the matters set forth in paragraphs 1-51 above.

6 53.

7 Defendant's breach of the agreement between herself and Noel, her taking of both horses in
8 violation of the possessory liens that had been claimed on them and in violation of Oregon criminal
9 statutes, her fraudulent denial of the agency agreement between herself and Plaintiff, and her
10 fraudulent misrepresentation to Plaintiff that Lux would be available for lease for the show year were
11 tortuous acts that materially interfered with Plaintiffs contractual relations with the Skakels and
12 Wilsons. Defendant's scheme to defraud Plaintiff with regard to both horses constituted an improper
13 motive. Her taking the horses from the High Desert Horse Show in violation of Plaintiff's possessory
14 liens and without paying Plaintiff for his services constituted an improper means.

15 54.

16 Defendant improper acts caused Plaintiff's clients, who had a prior longstanding business
17 relationship with The Chase, to cease doing business with him. As a result of Defendant's acts,
18 Plaintiff has been damaged in an amount to be determined at trial but no less than \$20,640.00.

19
20 **SEVENTH CLAIM FOR RELIEF**
(Conspiracy)

21 55.

22 Plaintiff re-alleges and incorporates herein the matters set forth in paragraphs 1-51 above.

23 56.

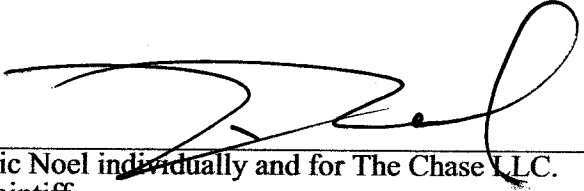
24 At all material times, Defendant Catrina Biear gave material support, encouragement, and
25 assistance to Defendant Kaitlyn Biear in carrying out the acts alleged herein, including but not limited
26

1 to the fraudulent conveyance of Getty in violation of ORS 99.230 (fraudulent conveyance) for the
2 purpose of thwarting Plaintiff's collection and foreclosure of the lien. Defendant is jointly and severally
3 liable to Plaintiffs for the acts alleged herein.
4

5 WHEREFORE, plaintiffs pray for judgment against defendant as follows:

- 6 1. Awarding damages to Plaintiffs in an amount not less than \$16,330.00 on their First Claim for
7 Relief;
- 8 2. Awarding damages to Plaintiffs in an amount not less than \$16,330.00 on their Second Claim
9 for Relief.;
- 10 3. Awarding damages to Plaintiffs in an amount not less than \$10,730.00 on their Third Claim for
11 Relief;
- 12 4. Awarding damages to Plaintiffs in an amount not less than \$16,330.00 on their Fourth Claim
13 for Relief;
- 14 5. Awarding damages to Plaintiffs in an amount not less than \$18,732.75 on Plaintiffs' Fifth
15 Claim for Relief;
- 16 6. Awarding damages to defendant in an amount not less than \$20,640.00 on Plaintiffs' Sixth
17 Claim for Relief;
- 18 7. Declaring Defendant Catrina Bear jointly and severally liable for the acts alleged herein.
- 19 8. For costs and disbursements incurred in connection with these proceedings; and
- 20 9. For such further relief as the court deems just and proper.

21
22 DATED this 13th day of March, 2013.

23
24
25 
Eric Noel individually and for The Chase LLC.
Plaintiff
E-mail: eric@postentry.com

26
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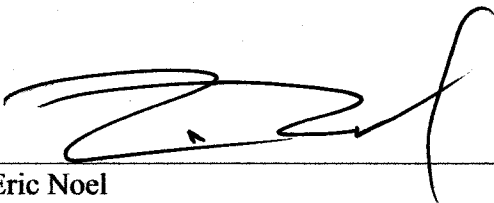
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CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2012, I served the foregoing AMENDED COMPLAINT FOR BREACH OF CONTRACT, MISREPRESENTATION, FRAUD, AND RELATED CLAIMS on defendants by mailing to them a true copy thereof at both of the addresses below, contained in a sealed envelope, with postage prepaid, and deposited in the United States Post Office at Tigard, Oregon:

Kaitlyn Bear
2920 NE Lotno Drive
Bend, OR 97701

Catrina Bear
2920 NE Lotno Drive
Bend, OR 97701



Eric Noel
Plaintiff