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

PETER LOWES,

Plaintiff,

vs.

AMY THOMPSON (formerly known as
AMY LOWES) and OREGON PUBLIC
BROADCASTING, an Oregon domestic
non-profit corporation,

Defendants.

Case No.:

COMPLAINT

(BREACH OF CONTRACT; DEFAMATION)

CLAIMS NOT SUBJECT TO
MANDATORY ARBITRATION

JURY TRIAL REQUESTED

PRAYER AMOUNT: \$1,300,000.00

Filing fee: ORS 21.160(1)(d): \$884.00
\$1 million or more and less than \$10 million

PRELIMINARY STATEMENT

Peter Lowes has commenced this action to put an end to Amy Thompson’s (formerly known as Amy Lowes) relentless and malicious efforts to destroy his reputation following their 2017 divorce. Pursuant to the parties’ stipulated general judgment of dissolution of marriage (the “Stipulated Judgment”), Ms. Thompson expressly agreed not to make any public or private statement that disparages or is derogatory about Mr. Lowes or his business interests (the “Non-Disparagement Agreement”). The Non-Disparagement Agreement was critically important to Mr. Lowes because of Ms. Thompson’s history and pattern of fabricating abuse accusations

1 against him and her other former spouses, her troubling abuse of prescription pain killers and
2 alcohol, and her willingness to lie, steal, and deceive for personal financial gain.

3 Since the parties' divorce, Ms. Thompson has repeatedly accused Mr. Lowes of
4 committing domestic abuse during their marriage in direct violation of the Non-Disparagement
5 Agreement. Her breaches, which are staggering in scope, include, without limitation, (i)
6 intentionally referring to Mr. Lowes as an abuser and strangler in an article published by
7 Oregon Public Broadcasting ("OPB") titled "*Deschutes County Commissioner Took Donation*
8 *from Political Opponent's Abuser*" (the "OPB Article"); (ii) campaigning for public office on a
9 "me too" platform that portrayed Mr. Lowes as her domestic violence abuser; and (iii) sending
10 unsolicited emails to Mr. Lowes' business associates in which she accuses him of domestic
11 violence in an obvious effort to damage those valuable relationships. Mr. Lowes seeks
12 monetary damages for the irreparable financial and reputational harm that has been caused by
13 Ms. Thompson's willful violations of the Non-Disparagement Agreement together with a
14 permanent injunction that prohibits her from committing additional breaches of the Non-
15 Disparagement Agreement and causing further irreparable harm to Mr. Lowes.

16 Mr. Lowes also seeks relief against OPB for the defamatory *per se* statements that were
17 published in the OPB Article. Contrary to sound journalism practices, OPB failed to verify the
18 veracity of Ms. Thompson's statements, failed to review dispositive court records, and failed to
19 interview key parties and collateral sources. OPB's failure to exercise due care resulted in
20 defamatory *per se* statements being disseminated on the internet. Mr. Lowes seeks monetary
21 damages for the irreparable financial and reputational harm that has been caused by OPB.

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23 //

1 **PARTIES**

2 1.

3 Defendant Amy Thompson (formerly known as Amy Lowes) was, at all material times,
4 a resident of Deschutes County, Oregon. Ms. Thompson resides at 225 NW Wilmington
5 Avenue, Bend, Oregon 97703.

6 2.

7 Defendant Oregon Public Broadcasting (“OPB”) was, at all material times, an Oregon
8 non-profit corporation that conducted business in Deschutes County, Oregon. OPB’s principal
9 place of business is located at 7140 S Macadam Avenue, Portland, Oregon 97219.

10 3.

11 All or a substantial part of the transactions, events, and omissions giving rise to the
12 claims for relief herein occurred in Deschutes County, Oregon.

13 **FACTS IN SUPPORT OF ALL CLAIMS**

14 4.

15 Mr. Lowes has resided in Bend, Oregon, for more than twenty-six years. He is well-
16 known for his entrepreneurial ventures, having launched and led successful businesses in the
17 real estate, food and beverage, and cannabis industries. He has served on numerous boards,
18 including Hospice, Big Brothers Big Sisters, Sparrow Club, and Volunteers in Medicine. Mr.
19 Lowes is also an environmental advocate. His non-profit foundation, Teaching Environmental
20 Awareness, provides scholarships to students pursuing education in environmental studies and
21 sciences and financial support to environmentally conscious groups and causes.

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1 5.

2 Mr. Lowes met Ms. Thompson on February 10, 2010. Ms. Thompson is 15 years
3 younger than Mr. Lowes. Although she seemed well-adjusted on the surface, Ms. Thompson
4 carried significant emotional baggage from two short-term marriages and was plagued with
5 substantial debts that she could not afford to pay. She had little to no assets of her own and was
6 in the process of losing two homes through foreclosure. Ms. Thompson portrayed herself as a
7 victim of circumstance and accepted no responsibility for her emotional and financial situation.
8 While they were dating, Mr. Lowes paid off Ms. Thompson's debts and treated her to an
9 affluent, upper class lifestyle that she readily embraced and thoroughly enjoyed.

10 6.

11 When Mr. Lowes and Ms. Thompson decided to marry, Mr. Lowes insisted on a
12 prenuptial agreement. There were several factors that went into that decision, including,
13 without limitation, Ms. Thompson's substantial debts while they were dating, her struggles with
14 money management, and her two prior short-term marriages that ended in divorce.

15 7.

16 Mr. Lowes and Ms. Thompson were married on August 10, 2013. From the outset of
17 the marriage, Ms. Thompson lobbied for the prenuptial agreement to be eliminated, claiming
18 she would be "screwed" if Mr. Lowes were to leave her. Mr. Lowes constantly reassured Ms.
19 Thompson that he loved her and had no intention of leaving her. Those assurances were not
20 enough for her. Throughout the marriage, Ms. Thompson demanded substantial financial
21 commitments from Mr. Lowes, including an ownership interest in his cannabis business, an
22 ownership interest in one of his restaurants, and adding her name to the title of his home.

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11 8.

12 In April 2014, Mr. Lowes added Ms. Thompson to the title of his home to alleviate her
13 concerns about financial security. Additionally, in March 2016, Mr. Lowes paid off the
14 \$350,000.00 mortgage against the home at Ms. Thompson's insistence. The home was valued
15 at approximately \$900,000.00 at the time. Mr. Lowes had no obligation to make that
16 conveyance or to pay off the mortgage. He wanted Ms. Thompson to feel loved and secure.
17 For those same reasons, Mr. Lowes paid for Ms. Thompson and her children to take a three-
18 week vacation to Europe, which cost approximately \$35,000.00. Notwithstanding those
19 considerable financial commitments, Ms. Thompson continued to harass Mr. Lowes about the
20 prenuptial agreement and criticize him for not providing her with adequate financial security.

21
22
23 9.

12 In May 2016, having been married less than three years, Mr. Lowes gave into Ms.
13 Thompson's relentless pressure and agreed to rescind the prenuptial agreement against the
14 advice of his attorneys. Little did he know that Ms. Thompson had no intention of staying
15 married to him once the prenuptial agreement was eliminated and his assets were no longer
16 protected in the event of a divorce. Ms. Thompson was waiting for an opportune time to end
17 the marriage and maximize the financial payout that she would receive in the divorce.

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23 10.

12 On June 16, 2016, Ms. Thompson was involved in a physically traumatic mountain bike
13 accident on the Petersen Ridge trails near Sisters, Oregon. The accident caused her to be
14 thrown forcefully into the handlebars of the bike. She had contusions all over her body and
15 possibly suffered a concussion. Mr. Lowes was riding just ahead of Ms. Thompson on the same
16 trail and came to Ms. Thompson's aid immediately after the accident occurred.

1 11.

2 The following week, when the bruising from the mountain bike accident was at its
3 worst, Ms. Thompson filed a petition for restraining order in which she falsely accused Mr.
4 Lowes of physically attacking her on Father's Day, June 19, 2016. To bolster her accusations,
5 Ms. Thompson claimed that the bruises from the mountain biking accident were caused by Mr.
6 Lowes during the alleged altercation. In addition to seeking a civil restraining order, Ms.
7 Thompson filed a criminal complaint against Mr. Lowes, again relying on the bruising from the
8 mountain bike accident to bolster her false accusations of abuse. Those false accusations were
9 made approximately one month after the prenuptial agreement was rescinded.

10 12.

11 Ms. Thompson is no stranger to making false accusations of abuse. She has accused
12 each of her three husbands of some form of abuse either during the marriage or shortly after the
13 marriage ended. The false accusations against Ms. Thompson's second husband are particularly
14 troubling as they were made in connection with a legal proceeding involving custody and
15 parenting time of a minor child. On September 21, 2009, the Deschutes County Circuit Court
16 awarded Ms. Thompson's second husband sole custody of their three-year-old daughter and the
17 right to be her primary residential parent. Within days of losing custody of her daughter, Ms.
18 Thompson vindictively accused her second husband of sexually abusing their child. Those
19 damaging and stigmatizing accusations were determined to be false and without merit.

20 13.

21 Given Ms. Thompson's history of making false accusations of abuse, and as part of the
22 investigation in the criminal case, a certified forensic pathologist was asked to evaluate Ms.
23 Thompson's bruises and provide an expert medical opinion as to whether they were consistent

1 with being punched or with being thrown from a bike. In her expert report, Dr. Jill Cobb, M.D.,
2 M.P.H. opined that Ms. Thompson's bruises were consistent with being thrown into the
3 handlebars of a bicycle and were not consistent with being punched.

4 14.

5 In addition to Dr. Cobb's expert report, Mr. Lowes submitted to a polygraph
6 examination that confirmed he was being truthful when he unequivocally denied having
7 attempted to strangle Ms. Thompson or any other person.

8 15.

9 Mr. Lowes had no choice but to seek a divorce after being subjected to Ms. Thompson's
10 lies, deceit, and false accusations. His dissolution of marriage action was initiated on October
11 16, 2016, in the Deschutes County Circuit Court, Case No. 16DR20560.

12 16.

13 In May 2017, the parties reached a mediated divorce settlement that provided for Ms.
14 Thompson to receive over \$1.3 million in assets from a short-term marriage of less than three
15 years. The terms of the settlement were incorporated into the Stipulated Judgment, which was
16 signed and approved by the Deschutes County Circuit Court on June 1, 2017.

17 17.

18 As part of the divorce settlement, Ms. Thompson expressly agreed to refrain from
19 making any public or private statement that disparages or is derogatory about Mr. Lowes or his
20 business interests. Ms. Thompson's unambiguous obligations under the Non-Disparagement
21 Agreement are set forth in Paragraph 9 of the Stipulated Judgment, which states:

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1 9. MUTUAL NON-DISPARAGEMENT. Neither party shall make
2 or knowingly encourage any other person to make any public or
3 private statement, whether written or oral, that disparages, defames,
is derogatory about, or misrepresents the other party or one of their
business interests.

4 18.

5 In addition to the Non-Disparagement Agreement, Ms. Thompson agreed to legally
6 change her last name from “Lowes” to “Thompson” within 30 days of the settlement. Ms.
7 Thompson failed to honor that obligation. Instead, she used the well-known “Lowes” name to
8 run for Deschutes County Commissioner, relying on a “me too” platform that purposefully
9 associated Mr. Lowes and his successful business “The Lowes Group” with being Ms.
10 Thompson’s “abuser” in violation of the Non-Disparagement Agreement. Ms. Thompson’s
11 campaign signs exactly replicated the signs used by The Lowes Group.

12 19.

13 In connection with her “me too” political campaign, Ms. Thompson spoke with a
14 reporter named Emily Cureton who was employed by and acting on behalf of OPB. Ms.
15 Cureton solicited statements from Ms. Thompson regarding a contribution that Mr. Lowes had
16 given to her political opponent in the Deschutes County Commissioner election. Ms.
17 Thompson knew that her statements would be published on OPB’s website and took advantage
18 of that media platform to make disparaging and derogatory statements about Mr. Lowes and
19 give undeserving public attention to her fabricated domestic abuse accusations.

20 20.

21 When asked about the campaign donation to her opponent, Ms. Thompson was quoted
22 in the OPB Article as saying: “I’m disappointed my opponent would choose to take a sizeable
23 donation *from my abuser.*” When asked about “the attack” by Mr. Lowes, Ms. Thompson

1 described it as “egregious” and was quoted as saying: “He climbed over a third story balcony to
2 get to me, because I had locked myself in. I’d barricaded myself in a room. He got a ladder
3 from under the roof of our house, jumped onto the third story balcony, *and strangled me.*”

4 21.

5 In addition to Ms. Thompson’s disparaging and derogatory statements, OPB reported
6 that Mr. Lowes was “convicted” of domestic violence and “pleaded guilty” to assault. OPB’s
7 sensationalized and incomplete reporting of the criminal case created false and misleading
8 impressions that subjected Mr. Lowes to hatred, contempt, and ridicule and that diminished the
9 esteem, respect, goodwill, and confidence in which he was held in the community.

10 22.

11 OPB failed to report that Mr. Lowes, as part of a negotiated deal with the State, agreed
12 to plead guilty to a minor misdemeanor assault charge. OPB also failed to report that Mr.
13 Lowes agreed to that negotiated deal to avoid the inherent uncertainty and risk associated with
14 going to trial during the peak of the “me too” movement. Furthermore, OPB failed to report
15 that the State ultimately asked the Deschutes County Circuit Court to allow Mr. Lowes to
16 withdraw his guilty plea and to dismiss all charges against him with prejudice.

17 23.

18 As of September 25, 2017, which was more than a year before the OPB Article was
19 published, the Court’s docket report for Deschutes County Circuit Court Case No. 16CR54342
20 unequivocally stated “dismissed” as to each of the four charges against Mr. Lowes. The OPB
21 Article failed to mention that critically important disposition of the criminal charges against Mr.
22 Lowes. Instead, OPB published the following defamatory *per se* statements about Mr. Lowes
23 that gave the false and misleading impression that he was convicted of domestic violence:

- 1 (i) Deschutes County Commissioner Tony DeBone accepted
2 campaign money *from a man convicted of domestic*
violence against DeBone's political opponent, Amy Lowes.
- 3 (ii) Bend real estate broker Peter Lowes *pleaded guilty to*
4 *assault two years ago.*
- 5 (iii) Peter Lowes denied attacking his ex-wife, *despite pleading*
6 *guilty to a misdemeanor assault charge stemming from the*
7 *incident.*

8 24.

9 OPB failed to exercise due care in researching the criminal case against Mr. Lowes,
10 much less in corroborating Ms. Thompson's false, disparaging, and derogatory statements about
11 Mr. Lowes. Had Ms. Cureton taken the time to engage in reasonable due diligence in advance
12 of the OPB Article being published, OPB would have been made aware of several material facts
13 that severely undercut Ms. Thompson's credibility and reveal the truth behind her fabricated
14 accusations of domestic abuse against Mr. Lowes, including, without limitation, the following:

- 15 a. Ms. Thompson has been divorced three times and has
16 accused each of her former spouses of some form of abuse.
- 17 b. Ms. Thompson, while employed by Partners-In-Care as a
18 hospice admittance nurse, stole for her own use countless
19 bottles of prescription pain medications from hospice
20 patients who had recently passed away or who were facing
21 imminent death.
- 22 c. Ms. Thompson falsified tax forms when serving as
23 managing member of a local business by reporting losses
that did not actually exist and then distributed those
falsified tax forms to her business partners.
- d. Three days before she fabricated the "attack" by Mr.
Lowes, Ms. Thompson was involved in a serious mountain
biking accident that caused her to be thrown over the
handlebars of her bike and sustain bruising on her body.

- 1 e. Dr. Jill Cobb, M.D., M.P.H., a certified forensic
2 pathologist, opined that Ms. Thompson’s bruises were
3 consistent with being thrown into the handlebars of a
4 bicycle and were not consistent with being punched.
- 5 f. Mr. Lowes passed a polygraph test in which he denied
6 having attempted to strangle Ms. Thompson or anyone else.
- 7 g. Mr. Lowes was married to Julie Lowes for twenty-two
8 years and there were never any domestic abuse allegations
9 against Mr. Lowes during their marriage.
- 10 h. Ms. Thompson convinced Mr. Lowes to rescind the parties’
11 prenuptial agreement approximately one month before she
12 falsely accused him of attempted strangulation.
- 13 i. Ms. Thompson, who had a negative net worth when she
14 met Mr. Lowes, received a divorce settlement of more than
15 \$1.3 million from a short-term marriage of less than three
16 years.
- 17 j. Ms. Thompson ran for public office using the last name of
18 her alleged “abuser” after expressly agreeing, as part of the
19 parties’ divorce settlement, to stop using the “Lowes” name
20 and to legally change her last name back to Thompson.
- 21 k. Ms. Thompson made numerous disparaging and derogatory
22 statements about Mr. Lowes after expressly agreeing, as
23 part of the parties’ divorce settlement, not to make any
disparaging or derogatory statements about Mr. Lowes or
his business interests.

24 25.

25 OPB’s decision to publish the OPB Article without interviewing key parties and
26 collateral sources was journalistically unsound and highly irresponsible. Ms. Cureton called
27 and left a message for Mr. Lowes at approximately 1:30 p.m. on November 2, 2018. When Mr.
28 Lowes returned the call twenty minutes later, Ms. Cureton informed him that the OPB Article
29 had “gone to press” and that he was “too late.” The OPB Article was published at 1:55 p.m.

1 Mr. Lowes was not given any opportunity to share his perspective with Ms. Cureton before the
2 OPB Article was published.

3 26.

4 Ms. Thompson has continued to make disparaging and derogatory statements about Mr.
5 Lowes since losing the Deschutes County Commissioner election. Some of the most damaging
6 statements have been made to Mr. Lowes' valued business associates and colleagues.

7 27.

8 Christie Pinnick and Troy Baston are two of Mr. Lowes' most valued business partners.
9 On March 17, 2021, Ms. Thompson sent an unsolicited email to Ms. Pinnick and Mr. Baston in
10 which she accuses Mr. Lowes of strangling her and punching her in the "crotch." The email
11 also includes a photograph of Ms. Thompson with her dress lifted above her waist to reveal
12 nothing more than her underwear and bruises on each of her legs. As further evidence of her
13 false and inconsistent accusations, Ms. Thompson admits in the email that the bruise on one leg
14 was caused by her mountain biking accident while at the same time claiming that a virtually
15 identical bruise on the other leg was caused by Mr. Lowes. Ms. Thompson's email was clearly
16 intended to harm, if not destroy, the personal and professional relationship between Mr. Lowes
17 and his colleagues and was sent in direct violation of the Non-Disparagement Agreement.

18 28.

19 Mr. Lowes has been reluctant to pursue these numerous violations of the Non-
20 Disparagement Agreement out of fear for his safety and welfare. Ms. Thompson harbors deep-
21 rooted anger and resentment towards her former spouses. While married to Mr. Lowes, Ms.
22 Thompson inquired about having her second former spouse killed when she said to Mr. Lowes,
23 "you're in the restaurant business, you work with Mexicans, you've got to know somebody who

1 can take care of him and put a hit on him.” Mr. Lowes was shocked and frightened by that
2 comment and refused to participate or in any way engage in whatever plot Ms. Thompson had
3 in mind. Mr. Lowes is reasonably and legitimately concerned that Ms. Thompson will attempt
4 to cause physical harm to him in response to this lawsuit being filed against her.

5 **FIRST CLAIM FOR RELIEF**

6 **(against Ms. Thompson)**

7 **Breach of Contract**

8 29.

9 Mr. Lowes realleges as if fully set forth herein the allegations of paragraphs 1 through 28
10 of this complaint.

11 30.

12 Pursuant to ORS 107.104, the Stipulated Judgment is a valid and enforceable agreement
13 between the parties that may be enforced as a contract using contract remedies.

14 31.

15 Ms. Thompson has breached the Non-Disparagement Agreement in Paragraph 9 of the
16 Stipulated Judgment by making disparaging and/or derogatory statements about Mr. Lowes and
17 his business interests as alleged herein.

18 32.

19 As a direct and proximate result of Ms. Thompson’s breaches of the Non-Disparagement
20 Agreement as alleged herein, Mr. Lowes has suffered irreparable financial and reputational harm
21 in the amount of \$1,300,000.00.

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33.

Mr. Lowes has inadequate legal remedies to address Ms. Thompson’s continued and ongoing breaches of the Non-Disparagement Agreement, as the amounts recoverable in damages may be disproportionate to the vexation and expense of multiple legal actions after each breach.

34.

Mr. Lowes will be irreparably harmed if Ms. Thompson is not enjoined from her continued and ongoing violations of the Non-Disparagement Agreement.

35.

Ms. Thompson will continue to disparage Mr. Lowes in direct violation of the Non-Disparagement Agreement unless and until she is prevented from doing so by a permanent injunction.

36.

Paragraph 10.2 of the Stipulated Judgment authorizes an award of attorney fees in any suit or action to enforce the terms of the Stipulated Judgment, as follows:

In the event any suit or action is instituted to enforce the terms of this General Judgment or any part hereof, the party not prevailing agrees that the prevailing party shall have the right to seek an award of costs and disbursements related to said action or suit from the non-prevailing party, including all attorney fees the prevailing party may incur in the enforcement of the judgment’s terms, whether or not there was a trial held as part of the enforcement proceeding, but also including any fees incurred for a trial and any appeal. The court shall utilize ORCP 68 in setting the amount of fees and costs. The prevailing party shall be entitled to recover as part of the judgment a sum sufficient to compensate the prevailing party for any attorney fees that may be incurred after entry of any money award to collect said money award from the non-prevailing party.

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37.

Pursuant to ORS 20.096 and Paragraph 10.2 of the Stipulated Judgment, Mr. Lowes requests an award of attorney fees and costs and disbursements that he incurs in this action.

SECOND CLAIM FOR RELIEF

(against OPB)

Defamation

38.

Mr. Lowes realleges as if fully set forth herein the allegations of paragraphs 1 through 28 of this complaint.

39.

OPB published false and defamatory statements about Mr. Lowes in the OPB Article as alleged herein.

40.

OPB was negligent and failed to exercise due care and sound journalistic methods and practices before publishing such false and defamatory statements about Mr. Lowes in the OPB Article as alleged herein.

41.

OPB’s false and defamatory statements about Mr. Lowes created false and misleading impressions about him being convicted of domestic violence and subjected him to hatred, contempt, and ridicule and diminished the esteem, respect, goodwill, and confidence in which he was held in the community.

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1 42.

2 OPB's false and defamatory statements about Mr. Lowes were defamatory *per se* as they
3 irreparably injured Mr. Lowes by accusing him of criminal acts of moral turpitude.

4 43.

5 As a direct and proximate result of the defamatory statements that were made and
6 published by OPB as alleged herein, Mr. Lowes has suffered irreparable financial and
7 reputational harm in the amount of \$50,000.00.

8 44.

9 Mr. Lowes has inadequate legal remedies to address the irreparable financial and
10 reputational harm from OPB's continued and ongoing publication of the OPB Article.

11 45.

12 Mr. Lowes will continue to be irreparably harmed as alleged herein if OPB is not ordered
13 to remove the OPB Article from its website and refrain from further publishing the OPB Article.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Mr. Lowes prays for judgement as follows:

16 1. On the first claim for relief, entry of judgment in favor of Mr. Lowes and against
17 Ms. Thompson for monetary damages in the amount of \$1,300,000.00; a permanent injunction
18 prohibiting Ms. Thompson from making any further disparaging and/or derogatory statements
19 about Mr. Lowes in violation of the Non-Disparagement Agreement; attorney fees and costs and
20 disbursements incurred herein; post-judgment interest; and a prevailing party fee.

21 2. On the second claim for relief, entry of judgment in favor of Mr. Lowes and
22 against OPB for monetary damages in the amount of \$50,000.00; a mandatory injunction
23 compelling OPB to remove the OPB Article from its website or, in the alternative, to strike from

1 the OPB Article all references to Mr. Lowes being convicted of domestic violence or pleading
2 guilty to any crimes involving domestic violence; costs and disbursements incurred herein; post-
3 judgment interest; and a prevailing party fee.

4 3. For general relief from the Court and such other and further relief as the Court
5 may deem just and equitable.

6
7
8 DATED: July 13, 2021

9 **BROKEN TOP LAW, LLC**

10 /s/ Ryan C. Kaiser

11 Ryan C. Kaiser, OSB No. 130344

12 628 NW York Dr., Suite 200

13 Bend, OR 97703

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15 ryan@brokentoplw.com

16 *Attorney for Peter Lowes*