

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

TURTLE RIDGE WILDLIFE CENTER,
a domestic non-profit corporation,

Plaintiff,

v.

JACKSTONE INC., a domestic business
company, **AMY YEAGER,** an individual,
and **DEAN YEAGER,** an individual,

Defendants.

Case No. 20CV33725

COMPLAINT

Breach of Contract, Negligence, Fraud,
Conversion, Slander

Not Subject to Mandatory Arbitration

Monetary Claim: \$60,000
Fee Authority: ORS
Filing Fee \$594

Plaintiff Turtle Ridge Wildlife Center ("Plaintiff") alleges the following against
Defendants Jackstone Inc., Amy Yeager, and Dean Yeager (collectively "Defendants"):

VENUE AND JURISDCITION

1.

At all times material herein, Plaintiff is a domestic non-profit corporation with its principal
place of business in Marion County, Oregon.

2.

At all times material herein, Defendant Jackstone Inc. is a domestic business company with
its principal place of business at 9663 Jackstone Hill Rd. SE, Salem, OR 97306.

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1 3.

2 At all times material herein, Defendant Amy Yeager is an individual who resides in Marion
3 County, Oregon.

4 4.

5 At all times material herein, Defendant Dean Yeager is an individual who resides in Marion
6 County, Oregon.

7 5.

8 Venue and jurisdiction are appropriate in this court because the incidents described herein
9 occurred in Marion County, Oregon.

10 **FACTUAL ALLEGATIONS**

11 6.

12 Plaintiff entered into a Lease Agreement (“Lease”) with the Defendant Amy Yeager and
13 Dean Yeager (collectively the “Yeagers”) on October 28, 2019, to lease the buildings and
14 approximately 5 acres of the property municipally described as 9483 Jackson Hill Rd. SE, Salem,
15 OR 97306 (“Property”). The term of the Lease commenced at 12:00 noon on January 01, 2020 and
16 ends at 12:00 noon on January 01, 2045.

17 7.

18 Pursuant to the Lease, Schedule ‘A’ was to be attached and incorporated to the Lease. The
19 Yeagers failed to provide Plaintiff with Schedule ‘A.’

20 8.

21 Pursuant to the Lease, Section 6, the base rent is \$800 a month for 5 years upon which a
22 review will be made with open market rent considered. Prior to taking possession of the property,
23

1 Plaintiff paid in advance a year of base rent. A sum of \$9,600 of base rent was paid by Plaintiff to
2 the Yeagers.

3 9.

4 On the date Plaintiff's Lease commenced, Plaintiff was given possession of property
5 different than the one described in the Lease. The property provided to Plaintiff did not contain
6 the buildings the Yeagers agreed to provide. Since the Lease commenced, the Yeagers have
7 relocated Plaintiff multiple times. To this date, Plaintiff has not been provided with a permanent
8 location of the leased

9 10.

10 On or about January 09, 2020, Plaintiff entered into a construction contract with the
11 Yeagers and their construction company, Jackstone, Inc., to convert an old barn into a space for
12 Plaintiff's office/clinic/patient room. Pursuant to the construction contract, the construction
13 completion date was set for March 01, 2020. Plaintiff paid a sum of \$34,000 up front to the Yeagers
14 under this construction contract. At the request of Defendant Amy Yeager, Plaintiff made the check
15 payable to Defendant Amy Yeager and not Jackstone, Inc.

16 11.

17 When Plaintiff and the Yeagers entered into the Lease, the Yeagers knew Plaintiff required
18 the use of building(s) to successfully operate. For this reason, while the old barn was under
19 construction, the Yeagers agreed to allow Plaintiff access to one of their buildings for storage. This
20 building ("temporary space") was to be available to Plaintiff until the construction to the old barn
21 was completed. However, before construction was completed, the Yeagers demanded Plaintiff
22 vacate the temporary space, leaving Plaintiff with no building to operate its business from.

23 ///

12.

Not only did the Yeagers fail to complete the barn conversion by March 01, 2020, but the Yeagers unlawfully placed siding over rotted material and failed to follow various Oregon construction licensing and permit laws under ORS 701. To this date the old barn construction has not been completed and the Yeagers have retained the full amount of \$34,000 paid by Plaintiff.

13.

Defendants falsely represented to Plaintiff that Jackstone Inc. is a valid and registered business in the State of Oregon. On or about August 10, 2018, Defendant Amy Yeager filed Articles of Dissolution on behalf of Jackstone Inc.

14.

In addition to failing to provide the agreed upon leased property and access to building(s) to operate Plaintiff's business, the Yeagers failed to provide adequate access to basic utilities. In November 2019, Plaintiff requested the Yeagers contact Portland General Electric ("PGE") to set up electrical services for Plaintiff. The average wait time to set up electrical services for PGE was about 3 months at that time. The Yeagers told Plaintiff they had contacted PGE but they in fact did not.

15.

In April 2020, after contacting PGE, Plaintiff learned the Yeagers failed to contact PGE in November 2019. Plaintiff, again, requested that the Yeagers contact PGE so they could have access to electrical services. Again, the Yeagers failed to do so. Plaintiff then contacted PGE and requested electrical services. Plaintiff was told its service request could not be completed until the end of August 2020. Since the start of the Lease to the date of this Complaint, TRWC has been without proper electrical services due to the Yeagers' conduct.

16.

In addition to the Yeagers failing to provide adequate access to electrical services for Plaintiff, the Yeagers have also failed to provide adequate access to water. The Yeagers knew Plaintiff required basic utilities such as electrical and water to operate its business. As a result, the Yeagers provided Plaintiff with temporary access to the Yeagers well and access to a waterspout until Plaintiff could install its own Rain Collection System and well. However, due to the Yeagers failure in providing Plaintiff with possession to the agreed upon leased property, Plaintiff has been unable to install a well or Rain Collection system. Furthermore, the Yeagers have attempted to disrupt and/or eliminate Plaintiff's access to any water source.

17.

Despite having little to no access to water and electrical services, the Yeagers have collected payments from Plaintiff for water and electrical services used by other tenants of the Yeagers. Due to the Yeagers failure in contacting PGE on behalf of Plaintiff, the Yeagers permitted Plaintiff to access limited electrical services from the Green House. The Green House supplies electrical services to the pumphouse, which supplies water for the entire Yeager farm, and the Yeagers have unlawfully collected payments for all electric expenses related to the Green House from Plaintiff.

18.

After the commencement of Plaintiff's Lease, the Yeagers leased out property adjacent to Plaintiff's to other tenants. In an effort to force Plaintiff off the Property, the Yeagers encouraged and assisted the other tenants to harass Plaintiff and its employees, in direction violation of Plaintiff's right to quiet enjoyment of the Property. Plaintiff made multiple complaints to the Yeagers regarding other tenants trespassing onto Plaintiff's property and harassing Plaintiff and

1 its employees but the Yeagers ignored all complaints. Additionally, this harassment substantially
2 interfered with Plaintiff's day to day business.

3 19.

4 Upon information and belief, the Yeagers have continuously attempted to force Plaintiff
5 off the Property so they could lease the property to other tenants for more money. The Yeagers
6 have violated multiple provisions of the Lease, assisted in the harassment of Plaintiff, and
7 prevented Plaintiff from access to basic utilities.

8 20.

9 As a consequence of the Defendants' actions, TRWC has suffered economic damages of
10 \$60,000, to be proved with particularity at trial.

11 **FIRST CLAIM FOR RELIEF**
12 **AGAINST ALL DEFENDANTS:**

13 **Breach of Contract**

14 (Count 1: Breach of Lease)

15 21.

16 Plaintiff realleges and incorporates paragraphs 1 through 20 as though fully set forth herein.

17 22.

18 Since the commencement of the Lease, the Yeagers have committed multiple violations of
19 the Lease as referenced in the paragraphs above for adequate consideration. The Yeagers breached
20 the Lease as described in the paragraphs above to Plaintiff's economic damage. As a direct and
21 proximate result of the Yeagers' breaches, Plaintiff suffered damages in the amount of \$60,000, to
22 be proved with more particularity at trial.

23 ///

(Count 2: Breach of Construction Contract)

23.

Plaintiff realleges and incorporates paragraphs 1 through 22 as though fully set forth herein.

24.

After failing to provide Plaintiff with the agreed upon building(s), the Yeagers, on behalf of Jackstone Inc., contracted with Plaintiff to convert an old barn into a space for Plaintiff to conduct its business. Defendants received and accepted payment under the construction contract from Plaintiff. Defendants failed to complete construction on the old barn. Plaintiff demanded an accurate accounting of any and all invoices or the return of payments made.

25.

Defendants breached the construction contract as described in the paragraphs above to Plaintiff's economic damage. As a result of Defendants' breach, Plaintiff suffered economic damages in the amount of \$34,000, to be proved with particularity at trial.

SECOND CLAIM FOR RELIEF
AGAINST DEAN AND AMY YEAGER:

Negligence

26.

Plaintiff realleges and incorporates paragraphs 1 through 24 as though fully set forth herein.

27.

Pursuant to the Lease, the Yeagers have a duty to fulfill the contract in its entirety. Plaintiff fulfilled its duties pursuant to the Lease. Additionally, TRWC paid an advance in rent not currently due, which the Yeagers accepted. The Yeagers breached their duty to Plaintiff by violating multiple provisions of the Lease, harassing Plaintiff, and retaliating against Plaintiff. Additionally, the

1 Yeagers' allowed and fostered conduct to occur on land surrounding and encroaching upon
2 Plaintiff's property, which the Yeagers reasonably knew would cause damage to Plaintiff, and it
3 did.

4 28.

5 As a direct cause of the Yeagers' conduct, Plaintiff has suffered economic damages in the
6 amount of \$60,000, to be proved with particularity at trial.

7 **THIRD CLAIM FOR RELIEF**
8 **AGAINST ALL DEFENDANTS:**

9 **Fraud**

10 29.

11 Plaintiff realleges and incorporates paragraphs 1 through 26 as though fully set forth herein.

12 30.

13 In Oregon, the elements of fraud are (1) a representation; (2) its falsity; (3) its materiality;
14 (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) [speaker's] intent that it
15 should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's
16 ignorance of its falsity; (7) [hearer's] reliance on its truth; (8) [hearer's] right to rely thereon; (9)
17 and [hearer's] consequent and proximate injury.

18 31.

19 On multiple occasions, the Yeagers made representations to Plaintiff that the Yeagers knew
20 were false and material to the Lease and construction contract. Plaintiff, unknowing of their falsity,
21 relied on the Yeagers' representations and entered into the Lease and construction contract. In
22 reliance of the Yeagers' representations, Plaintiff paid \$34,000 to Defendants under the
23 construction contract and paid a year in advance of rent for the Lease in the amount of \$9,000.

32.

As a direct cause of Defendants' fraudulent conduct, Plaintiff has suffered economic damages in the amount of \$60,000, to be proved with particularity at trial.

FOURTH CLAIM FOR RELIEF
AGAINST ALL DEFENDANTS:

Conversion

33.

Plaintiff realleges and incorporates paragraphs 1 through 30 as though fully set forth herein.

34.

Defendants' conduct constitutes conversion against Plaintiff's property. Pursuant to the Lease, Plaintiff possesses a property interest in the Property. Additionally, Plaintiff possesses an interest in \$34,000 under the construction contract and \$9,600 of based rent paid a year in advance to the Yeagers. Defendants have unlawfully interfered with Plaintiff's interest in the Property and received payment for services never rendered.

35.

As a direct cause of Defendants' conduct, Plaintiff has suffered economic damages of \$60,000, to be proven with particularity at trial.

FIFTH CLAIM FOR RELIEF
AGAINST THE YEAGERS:

Slander

36.

Plaintiff realleges and incorporates paragraphs 1 through 33 as though fully set forth herein.

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37.

On information and belief, the Yeagers have, on multiple occasions, orally communicated defamatory comments to third parties about Plaintiff. The Yeagers have made defamatory comments about Plaintiff's business, how it operates, and Plaintiff's employees. The Yeagers defamatory comments have caused direct harm to Plaintiff's operation as a wildlife rehabilitation center.

38.

As a direct cause of the Yeagers' conduct, Plaintiff has suffered economic damages in the amount of \$60,000, to be proven with particularity at trial.

WHEREFORE, Plaintiff requests the following for their claim for relief:

1. Economic damages in the amount of \$60,000, which damages continue to accrue;
2. Reasonable costs and disbursements; and
3. For such other relief as the Court may deem just and equitable.

DATED: October 3, 2020

/s/ R. Grant Cook
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