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May 28, 2026  
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**Before the**  
**SURFACE TRANSPORTATION BOARD**

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STB Docket No. NOR 42187

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**VFRC, LLC V. PORTLAND & WESTERN RAILROAD, INC.**  
**AND GENESEE & WYOMING INC.**

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**ANSWER OF PORTLAND & WESTERN RAILROAD, INC.**  
**AND GENESEE & WYOMING INC.**  
**TO VFRC, LLC COMPLAINT**

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Railroad, Inc. and Genesee &  
Wyoming Inc.*

Dated: May 28, 2026

**Before the**  
**SURFACE TRANSPORTATION BOARD**

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STB Docket No. NOR 42187

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**VFRC, LLC V. PORTLAND & WESTERN RAILROAD, INC.**  
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**ANSWER OF PORTLAND & WESTERN RAILROAD, INC.**  
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**TO VFRC, LLC COMPLAINT**

On May 8, 2026, VFRC, LLC (“VFRC”) filed a Complaint against Portland & Western Railroad, Inc. (“PNWR” or “Railroad”) and Genesee & Wyoming Inc. (“G&W”) based on the alleged failure of Railroad to provide transportation in violation of Railroad’s common carrier obligations, as well as Railroad’s failure to discharge its duties as a common carrier. In accordance with the requirements of 49 C.F.R. §1111.5, Railroad and G&W hereby answer the Complaint.<sup>1</sup> To the extent that Railroad and G&W do not specifically admit a factual allegation set forth the Complaint, that allegation is denied.

Railroad and G&W hereby respond to the allegations set forth in each numbered section of the Complaint as follows:

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<sup>1</sup> As permitted by 49 C.F.R. §1111.6, Railroad and G&W are contemporaneously filing a motion to dismiss the Complaint (the “Motion to Dismiss”).

## Answers

### **I.**

It is denied that VFRC is a company that engages in agricultural services or that ships its commodities both in and outside of Oregon.<sup>2 3</sup> It is admitted that VFRC owns the physical assets of the portion of the Bailey Branch railroad line between MP 687.60 and Milepost 682.25 (the “Bailey Branch Extension.”). However, while VFRC owns the Bailey Branch Extension, it does not have authority to operate and has never operated the Bailey Branch Extension.<sup>4</sup> Rather, an unrelated party, Albany & Eastern Railroad Company (“AERC”) owns a freight easement over the Bailey Branch Extension and has the common carrier operating rights.<sup>5</sup> VFRC is neither the operator of the Bailey Branch Extension, nor a shipper using the Bailey Branch Extension.

### **II.**

It is admitted only that Portland & Western Railroad, Inc. (“PNWR”), together with its affiliate Willamette & Pacific Railroad, Inc. (“WPRR”) operate approximately 500 miles of rail

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<sup>2</sup> The most recent annual report filed with the Oregon Secretary of State indicates that the business of VFRC is “railroad spur line development.” See Exhibit A.

<sup>3</sup> As explained in the VFRC 2010 motion to dismiss its acquisition notice of exemption, and in its 2012 letter withdrawing the motion to dismiss, VFRC is an affiliate of Venell Farms, Inc. that was formed to acquire the physical assets of the line (but not to operate the line). At the time, Venell Farms was the only shipper on the line. See *VFRC, LLC – Acquisition Exemption – Union Pacific Railroad Company*, Finance Docket No. 35353, *VFRC Motion to Dismiss* at 3-4, 10 (filed June 30, 2010) and *VFRC Letter Withdrawing Motion to Dismiss* at 1 (filed July 6, 2011). Venell Farms appears to no longer be an active user of rail service, at least at its Corvallis location on the Bailey Branch Extension, and has not shipped any freight by rail since at least September 22, 2015.

<sup>4</sup> *VFRC, LLC – Acquisition Exemption – Union Pacific Railroad Company*, Finance Docket No. 35353 (served March 6, 2012).

<sup>5</sup> *Albany & Eastern R.R. Co – Acquisition and Operation Exemption – Union Pacific R.R. Co and Willamette & Pacific R.R., Inc.* Finance Docket No. 35355 (served Mar. 10, 2010).

lines in Western Oregon.<sup>6</sup> Railroad is a wholly owned subsidiary of G&W, a non-carrier holding company. G&W does not hold any common carrier authority from the Board.

### III.

Section III contains statements of law to which no response is required. However, Railroad and G&W note that while 49 U.S.C. §10501 gives the Board jurisdiction “over transportation by rail carrier,” this jurisdiction does not apply to G&W which is neither a rail carrier, nor does it provide any transportation. Similarly, while 49 U.S.C. §11101(a) imposes certain requirements on a “rail carrier providing transportation or service subject to the jurisdiction of the Board,” G&W is not subject to such requirements.<sup>7</sup>

### IV.

Section IV does not accurately describe the Bailey Branch as it now exists or as shown on Exhibit 1 to the Complaint. The Bailey Branch (sometimes now referred to as part of the West Side Branch) is currently less than 6 miles in length and is comprised of two segments, (a) the segment between MP 688.12 at the Marys River near Corvallis, OR to MP 687.60 (the “Bailey Branch”) which is owned by Union Pacific Railroad (“UP”) and leased to WPRR,<sup>8</sup> and (b) the Bailey Branch Extension between MP 687.60 and MP 682.25 now owned by VFRC subject to a freight easement owned and operated by AERC. The remainder of the Bailey Branch beyond MP 682.25 was abandoned by UP and discontinued by WPRR in 2011.<sup>9</sup> Railroad acknowledges

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<sup>6</sup> In some locations, PNWR performs the rail operations on behalf of WPRR. PNWR’s responses in this answer are on behalf of itself and WPRR, and references to “Railroad” herein include both PNWR and WPRR.

<sup>7</sup> For this reason, Railroad will be answering the specific allegations of the VFRC complaint and to the extent G&W is required to answer, G&W adopts the responses of Railroad.

<sup>8</sup> See *Willamette & Pacific Railroad, Inc. – Lease and Operation Exemption – Union Pacific Railroad Company*, Docket No. FD 36827 (STB notice served April 30, 2025).

<sup>9</sup> See *Union Pacific R.R. Co. – Abandonment and Discontinuance of Trackage Rights Exemptions – in Benton County, OR*, Docket No. AB 33 (Sub-No. 257X); *Willamette & Pacific*

that the Marys River Bridge was part of the Bailey Branch leased to and operated by Railroad before it collapsed due to flooding.

## **V.**

Railroad denies the allegations in Section V because they lack knowledge or information sufficient to form a belief as to their truth, and demand strict proof thereof to the extent such allegations are relevant to the claims set forth in the Complaint. Additionally, while the allegations may or may not be true historically, what is true is that Venell Farms has not shipped any freight over the Bailey Branch since before September 22, 2015.

## **VI.**

Railroad denies that the allegations in Section VI are relevant to the claims set forth in the Complaint which are all related to the aftereffects of the collapse of the bridge, and further disputes the litany of complaints related to service and maintenance between 1996 and 2007 that led up to the lawful embargo, and consideration of the potential abandonment of the Bailey Branch at that time.

## **VII.**

Railroad denies the allegations in Section VII because it lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to why Venell Farms formed VFRC and purchased the Bailey Branch Extension, and as to how much VFRC invested in track upgrades. Railroad admits that VFRC purchased the Bailey Branch Extension from UP in 2010, that UP retained a freight easement over the segment, that the freight easement was transferred to AERC in 2010, and that AERC has been the sole rail

carrier operator since that time. Railroad denies that VFRC ever “commenced shipping products by rail”, was ever a shipper on the Bailey Branch Extension or relied on the Bailey Branch or service by the Railroad to access the interstate rail network. VFRC was not the shipper of any wheat between 2011 and 2013. However, Railroad admits that Venell Farms shipped 22 carloads between 2011 and 2023.

Railroad admits the Nutrien Ag Solutions (“Nutrien”) is located on the Bailey Branch Extension, but lacks knowledge or information sufficient to form a belief as to the truth of the allegations of how much Nutrien invested into its facility or why it selected that location, and demands strict proof thereof to the extent such allegations are relevant to the claims set forth in the Complaint.

### **VIII.**

Railroad admits that in May 2022, the Marys River Bridge caught fire and the fire caused significant damage to the bridge. Railroad denies that it had any responsibility for the fire. Railroad repaired the bridge to make it safe for railroad operations in accordance with Federal Railroad Administration (“FRA”) regulations. The bridge was returned to service on May 31, 2022. Railroad’s certified railroad bridge inspectors inspected the bridge following the 2022 repairs, and annually thereafter in 2023 and 2024, to ensure that the bridge was safe for continued rail operations.

Railroad denies that the bridge’s collapse on January 4, 2025, was the result of the bridge’s cross braces failing; rather the collapse was due to extreme high-water conditions on the Marys River. Railroad further denies that the bridge failure was caused by lack of oversight or that the bridge was improperly repaired following the 2022 fire.

Railroad admits that the bridge has not been rebuilt following its collapse in January 2025. The Railroad's estimate to rebuild the bridge is approximately \$4,000,000 to replace the span and tie it back into the remaining timber foundations / spans (or approximately \$6,500,000 to replace the entire bridge with steel piles and spans.). Railroad denies that it is obligated to rebuild the bridge under the current circumstances.

Railroad denies the allegations in Section VIII because it lacks knowledge or information sufficient to form a belief as to whether or how much of an impact the bridge being out of service has had on VFRC's business and demands strict proof thereof. Since VFRC is not a shipper on the Bailey Branch Extension, nor is it the rail operator of the Bailey Branch Extension, VFRC could not have "lost any railcars" over the past year, and Railroad denies the allegation. Moreover, since only 87 loaded railcars (and 87 empties) moved over the Marys River Bridge to and from the Bailey Branch Extension in 2024 (the last full year of operation), Railroad contends that the referenced number of "lost" carloads, even if it were true that VFRC could have lost railcars, is greatly exaggerated.

Railroad denies the allegations in Section VIII related to claimed loss of potential additional business because it lacks knowledge or information sufficient to form a belief as to whether VFRC was in discussions with any parties about potential additional business for the Bailey Branch Extension. Because VFRC is neither a shipper nor a carrier with respect to the Bailey Branch Extension, it is unclear what discussions VFRC could have had about attracting business to the line. No related requests for service were made to the Railroad.

Railroad admits that Nutrien has been forced to rely on transloading and trucking since the bridge collapsed. Railroad understands that traffic to and from Nutrien has been rerouted to a nearby transload location located on another line operated by AERC. Railroad believes that

Nutrien's business has continued without interruption, and in any event, Railroad denies that VFRC has any claim for damages to Nutrien's business even if there were any.

Railroad denies the allegations in Section VIII regarding harm to the community, other shippers (there are none) or impacts to local farmers as no supporting evidence is provided.

## **IX.**

Railroad admits that VFRC sent a letter to Railroad dated April 24, 2006, as attached to the Complaint as Exhibit 5.

Railroad admits that at the time that the Marys River Bridge collapsed, there were two Railroad locomotives and 16 railcars on the south (AERC) side of the bridge. Railroad denies that any of them are on VFRC owned property - 13 of the railcars are on the portion of the Bailey Branch south of the bridge that is still leased by Railroad, and the two locomotives and 3 remaining railcars were moved by AERC and are being held at Nutrien's facility.

Railroad denies that the recent invoice that VFRC sent for storage of the two locomotives represents a commercial rate for storage even if the locomotives were located on the VFRC owned / AERC operated rail line.

## **X.**

Railroad admits that VFRC sent a second letter to Railroad dated April 29, 2006, as attached to the Complaint as Exhibit 7. Railroad responded to the two VFRC letters by letter dated May 8, 2006, a copy of which is attached hereto as Exhibit B. The Railroad's response to VFRC was sent before the Railroad was served with, or aware of the filing of, the Complaint.

Railroad denies that its attempt to recover its stranded locomotives and railcars and return them to service while the bridge remains out of service is an abdication or violation of any of Railroad's obligations as a common carrier or connecting carrier.

## XI

Railroad admits that it issued an embargo with respect to the interchange of traffic between Railroad and AERC where the Bailey Branch connects with the Bailey Branch Extension (south of the Marys River Bridge) as shown in Exhibit 10 to the Complaint. The cause of the embargo is shown as “bridge out of service.” Railroad issued the embargo to formally put on the record that the bridge was out of service in response to the increased threats by VFRC even though all affected parties (VFRC, AERC and Nutrien) have been well aware of the bridge collapse and the inability of rail traffic to cross the Marys River to access the interstate network. Since the bridge collapse there have been no requests for service to or from the Bailey Branch Extension presented to the Railroad.

Section XI contains various statements of law with respect to embargos to which no response is required.

Without admitting or denying that VFRC has properly set forth the factors to be considered in determining whether an embargo has been legally imposed, Railroad responds to the factual allegations of VFRC as follows:

- i. Railroad admits that there has been no rail service provided to or from the Bailey Branch Extension since the Marys River Bridge collapsed in January 2025. Railroad denies that it took no action between the collapse of the bridge and the recent imposition of the embargo. Initially, Railroad took the actions necessary to remove the collapsed portion of the bridge from the Marys River and to conduct cleanup efforts and water quality monitoring. This work was completed on January 25, 2025. Railroad’s estimate for rebuilding the bridge is between approximately \$4,000,000 and \$6,500,000. Based on 2024 traffic levels and

revenues (87 carloads from one shipper – Nutrien), Railroad determined that the significant investment to rebuild the bridge was not justified based on the anticipated volume of traffic. Railroad continues to explore all options for the bridge and the related line, including funding for a rebuild. Without any current prospects for funding, Railroad obtained an estimate to ship the two locomotives and 16 railcars which are stranded on the south side of the Marys River via truck. This attempt to return the railroad equipment into service has now been held up by VFRC asserting that it will not allow Railroad or its contractor access to or across VFRC property to retrieve the equipment. See VFRC letter dated April 29, 2026, attached to the Complaint as Exhibit 7.

- ii.** Railroad denies the allegations that it has “abandoned” its duties as a common carrier dating back to 1996. As discussed in response to subsection i above, Railroad denies that it has failed to take any action regarding the collapsed Marys River Bridge. Given the high cost of rebuilding the bridge and the anticipated low volume and revenues from traffic that would move to and from the Bailey Branch extension, Railroad was justified in not moving forward to rebuild the bridge, and in imposing the embargo. Moreover, if Railroad determines that funding will not be available to rebuild the bridge, then Railroad would be justified in seeking discontinuance authority from the Board with respect to its lease of the Bailey Branch from the Marys River to the interchange with AERC.
- iii.** Railroad admits that there has been no formal third-party estimate of the costs to rebuild the Marys River Bridge in a condition that would support the resumption of service. The Railroad’s estimate to rebuild the bridge is approximately

\$4,000,000 to replace the span and tie it back into the remaining timber foundations / spans (or approximately \$6,500,000 to replace the entire bridge with steel piles and spans) – significantly higher than the eyeball estimate that VFRC says was provided by Rick Franklin Corporation. Railroad denies that it is obligated to put the funds it intends to spend to move its stranded locomotives and railcars toward the rebuilding of the bridge when there is no indication that the balance of the funds necessary for rebuilding the bridge would be available or that the estimated future revenue would support the investment or financing of the repairs (even at the lower cost suggested by Rick Franklin Corporation).

- iv.** Railroad denies the VFRC claim that “hundreds of cars” travel along the Bailey Branch and Bailey Branch Extension each year. In 2024 before the bridge collapse, only 174 railcars (87 carloads and 87 empties) moved over the line. During 2024, all of the railcars were moved for Nutrien. None were moved for Venell Farms which has not shipped or received any carloads since September 22, 2015. Railroad denies the allegations in subsection iv as to whether VFRC was in discussions with any parties about potential additional business because Railroad lacks knowledge or information sufficient to form a belief as to those allegations. No requests for service have been submitted to Railroad with respect to any potential additional business.
- v.** G&W is a non-carrier holding company. As such, it is not subject to the jurisdiction of the Board, and it has no obligation under the ICC Termination Act of 1995, as amended, to repair the Marys River Bridge or restore service to the Bailey Branch Extension. Additionally, as set forth above, the cost of rebuilding

the bridge is not justified by the anticipated level of traffic that would use the bridge, and requiring Railroad to rebuild the bridge in these circumstances would place an undue and unjustified financial burden on the Railroad.

## **XII**

Railroad denies that it should be liable to VFRC, which is neither a shipper nor a connecting carrier, for any lost profits or other damages under 49 U.S.C. §11704(b).

### **Affirmative Defenses**

1. The Board lacks jurisdiction over G&W because G&W is a non-carrier holding company. It is not a rail carrier and does not provide transportation service by rail.

2. The Complaint fails to state a claim under 49 U.S.C. §11101(a) because Railroad's service complied with the requirements of Section 11101(a).

3. The Complaint fails to state a claim under 49 U.S.C. §11101(a) because VFRC did not make a reasonable request for service as required by 49 U.S.C. §11101(a).

4. VFRC is not a shipper on either the Bailey Branch or the Bailey Branch Extension, nor is VFRC an operating railroad that connects with Railroad. As such VFRC is not eligible to claim damages against Railroad under 49 U.S.C. §11704(b).

5. Railroad does not have authority to operate on or over the Bailey Branch Extension and has no common carrier obligations to any shipper(s) located on the Bailey Branch Extension.

6. The cost of rebuilding the Marys River Bridge is not justified by the anticipated level of traffic that would use bridge, and requiring Railroad to rebuild the bridge in these circumstances would place an undue and unjustified financial burden on the Railroad. It is, and has been, reasonable for Railroad not to rebuild the bridge under the circumstances.

7. The Railroad's issuance of the embargo on interchange with AERC on the Bailey Branch was proper. Upon the issuance of the embargo, Railroad was, and for the duration of the embargo is, formally relieved of its obligations to interchange with AERC. Railroad continues to explore all options for the bridge and related line, including funding for a rebuild or seeking discontinuance authority.

8. Any VFRC prayer for relief requesting Board action after April 29, 2026, or damages incurred after that date should be rejected because the Board lacks jurisdiction over Railroad's operations over the portion of the Bailey Branch that connects with the Bailey Branch Extension following the proper issuance of the embargo on that date.

9. Railroad specifically reserves the right to assert any additional defenses that become apparent during this proceeding. Additional facts may become known if this proceeding advances toward discovery that will support affirmative defenses that are currently unknown to Railroad. To preserve such affirmative defenses, Railroad hereby reserves the right to assert additional affirmative defenses as discovery proceeds.

### **Conclusion and Requested Relief**

The Conclusions and Requested Relief in the Complaint state legal conclusions to which no response is required. However, for the reasons set forth above in response to the allegations to the Complaint, in the Affirmative Defenses, and in the Motion to Dismiss, the relief requested by VFRC should be denied.

Respectfully submitted,



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*Counsel for Portland & Western  
Railroad, Inc. and Genesee & Wyoming  
Inc.*

Dated: May 28, 2026

## **EXHIBIT A**

**AMENDED ANNUAL REPORT**

Corporation Division  
[sos.oregon.gov/business](http://sos.oregon.gov/business)

**E-FILED**  
Mar 11, 2026  
**OREGON SECRETARY OF STATE**

**REGISTRY NUMBER**

51261197

**REGISTRATION DATE**

04/11/2008

**BUSINESS NAME**

VFRC, LLC

**BUSINESS ACTIVITY**

RAILROAD SPUR LINE DEVELOPMENT

**MAILING ADDRESS**

745 NW VAN BUREN AVE  
CORVALLIS OR 97330 USA

**TYPE**

DOMESTIC LIMITED LIABILITY COMPANY

**PRIMARY PLACE OF BUSINESS**

30257 HWY 99W  
CORVALLIS OR 97333 USA

**JURISDICTION**

OREGON

**REGISTERED AGENT**

20006714 - EVASHEVSKI ELLIOTT PC  
745 NW VAN BUREN AVE  
CORVALLIS OR 97330 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

**MANAGER**

LARRY VENELL  
30257 HIGHWAY 99W  
CORVALLIS OR 97333 USA

**MANAGER**

PAM VENELL  
30257 HIGHWAY 99W  
CORVALLIS OR 97333 USA



Corporation Division  
[sos.oregon.gov/business](https://sos.oregon.gov/business)

OREGON SECRETARY OF STATE

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

**ELECTRONIC SIGNATURE**

**NAME**

LARRY VENELL

**TITLE**

MANAGER

**DATE**

03-11-2026

## **EXHIBIT B**

Eric M. Hocky  
T (215) 640-8523  
F (215) 640-8501  
Email: ehocky@clarkhill.com

Clark Hill  
Two Commerce Square  
2001 Market Street, Suite 2620  
Philadelphia, PA 19103  
T (215) 640-8500  
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May 8, 2026

BY EMAIL

Martin E. Hansen  
Francis Hansen & Martin LLP  
1148 NW Hill Street  
Bend, OR 97703-1914

Re: VFRC Demand for Resumption of Service  
*Settlement Discussions*

Dear Mr. Hansen:

We are counsel for Willamette & Pacific Railroad, Inc. (WPRR) and Portland & Western Railroad, Inc. (PNWR) (collectively the "Railroad"). Your April 29, 2026 letter has been referred to us for response. We intend for this response to be treated as settlement discussions and not be admissible in any court or administrative proceedings.

Common Carrier /Interchange Obligation. Initially, the Railroad categorically denies that it has breached its common carrier obligation or its duty to interchange. As you are well aware, the bridge across the Corvallis River was washed out by flooding in January, 2025. The Railroad arranged for the cars that were enroute at the time of the washout to be redirected to a location on nearby Albany & Eastern Railroad Company (AERC) lines for transloading to the affected customer. We understand that the customer has continued to receive transload service since that time.

Initial estimates for restoration of the bridge were approximately \$5,000,000. Given the limited traffic that moves over the bridge (approximately 87 cars in 2024), it is not economically feasible for the Railroad to restore the bridge. The Railroad sought funding assistance from the State of Oregon, but its request was denied. In these circumstances, it is quite clear that the STB would find that the Railroad's actions have been reasonable and that it has not violated its common carrier obligations.

Although the Railroad did not initially embargo the line between the bridge and MP 687.6 (the connecting line segment), it certainly would have been justified in doing so. Given your threats, the Railroad has now formally embargoed the connecting line segment suspending any common carrier obligations that it has with respect to that portion of the line. At this time, the Railroad intends to move forward to seek formal discontinuance authority from the STB, which will further suspend its common carrier obligations.

The Railroad is certainly willing to work cooperatively with your client if it is willing or able to subsidize the rehabilitation of the bridge or is able secure public funds for the work.

Access to Equipment / Storage Charges. It is distressing that you have indicated that VFRC will not allow the Railroad's contractor to remove its stranded equipment. Initially, we request that you provide us with evidence that VFRC controls the line and has the right to bar the Railroad from access to the line. From our understanding of the filings that were made in 2010, AERC received STB authority to acquire from Union Pacific and WPRR, and to operate, a freight easement for the line from MP 687.6 (the connection with WPRR) to MP 682.25. From that proceeding, it seems that AERC, and not VFRC, controls access to the line.

Even if VFRC does have sufficient control of the property to prevent the Railroad and its contractor from removing its equipment, your position is especially unreasonable given that VFRC is simultaneously seeking storage charges. We believe that depriving the Railroad of access to its equipment is an unlawful conversion, and the Railroad reserves the right to seek damages from VFRC if it prevents the removal of the equipment, including any increase in the costs of removal that the Railroad incurs, as well as damages from the loss of use of the locomotives, and any car hire that accrues on the cars.

We would prefer to handle this amicably. Without acknowledging that any storage charges are due or that access can be denied, Railroad would be willing to pay the sum of \$10,000.00 as full payment of any and all storage charges and for access to the line for removal of the locomotives and cars.

Sincerely,

CLARK HILL

*s/ Eric M. Hocky*

Eric M. Hocky

EMH:e

cc: Catherine A. Pushchak  
Jacob, Snodgrass, Albany & Eastern Railroad

## **CERTIFICATE OF SERVICE**

I hereby certify that on this 28th day of May, 2026, I caused a copy of the foregoing Answer to be served on the person listed below by email as indicated.

Martin E. Hansen  
Francis Hansen & Martin LLP  
1148 NW Hill Street  
Bend, OR 97703  
meh@francishansen.com



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Justin J. Marks