

PD \$ 45
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\$ 3.75
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Court clerk has not verified the figures in this writ. If you have questions regarding this writ, please contact your legal counsel, the issuing attorney or company. Debtor may contest this writ by filing a claim of exemption.

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

UNION BANK, N.A.,

Plaintiff,

v.

CASE NO. 15CV26936

WRIT OF EXECUTION IN FORECLOSURE OF
REAL PROPERTY

RONALD V. ENGLISH, an individual; JANE DUNKIN, an individual; TRIANGLE HOLDINGS II, LLC, an Oregon limited liability company; GMAC LLC, a foreign limited liability company; CITIBANK SOUTH DAKOTA, an Oregon banking corporation; AWNI MAKBOUL, an individual; FIA CARD SERVICES, NA; INDEMNITY COMPANY OF CALIFORNIA, a foreign corporation; ALGIA MOORE-THOMAS, an individual; SUSAN BOLEY, an individual; FIDELITY NATIONAL TITLE COMPANY, a domestic corporation; EGP INVESTMENTS, LLC, an Oregon limited liability company; THE STATE OF OREGON; CAPITAL CREDIT & COLLECTION SERVICE, INC., a domestic corporation; THE STATE OF OREGON, DEPARTMENT OF REVENUE; THE UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE; DAVID LAWRENCE, an individual, and JOHN AND ELAINE CARSON,

Defendants.

TO THE SHERIFF OF MULTNOMAH COUNTY:

WHEREAS on September 6, 2018, in the above-titled court, a corrected general judgment of foreclosure and money award ("*Judgment*") was enrolled and docketed in the above-entitled cause, a copy of which is attached and made a part hereof;

NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded to levy on

1 and sell, in the manner prescribed by law for the sale of real property on execution (subject to
2 redemption), and pursuant to the terms of the Judgment, all of the interest that defendants had
3 on October 13, 2006, the date of the Deed of Trust, and also all of the interest that defendants
4 had thereafter, in the real property described in the judgment:

5 Lot 16, Block 2, McGrew's tracts, in the City of Portland, County of Multnomah and
6 State of Oregon.

7 and commonly known as 2737 SE 115th Avenue, Portland, OR 97266, to satisfy the Judgment for
8 the total sum of \$453,896.19 as of November 1, 2018, which is the amount of the debt that the
9 lien secures pursuant to ORS 88.010(1)(a), and which amount includes pre-judgment interest,
10 post-judgment interest, and other recoverable costs.

11 In addition, Plaintiff is entitled to post-judgment interest pursuant to ORS 82.010 at the
12 rate of 9% per annum (\$98.76 per diem) from November 2, 2018 until satisfied, and the costs of
13 this writ, making due return within 60 days after you receive this writ. Because the instrument
14 being foreclosed is not a residential trust deed as defined in ORS 86.705(6), Plaintiff is entitled to
15 a continuing money award for any deficiency owing after the foreclosure sale. After repayment
16 of all costs of sale that are required by law to be repaid from the proceeds of the sale, and
17 pursuant to ORS 18.950, Plaintiff is entitled to the proceeds of sale up to the amount stated in
18 the Judgment plus recoverable post-judgment costs and interest.

19 Plaintiff is also entitled to its reasonable attorney fees, along with costs and
20 disbursements, which are listed in the Supplemental Judgment entered July 6, 2017. The total
21 amount due under the Supplemental Judgment as of November 1, 2018 is \$31,020.10, with
22 interest accruing at the legal rate of 9.00% per annum (\$6.93 per diem) from November 2, 2018
23 to the date the real property subject to the Judgment is sold by the Multnomah County Sheriff at
24 its foreclosure auction.

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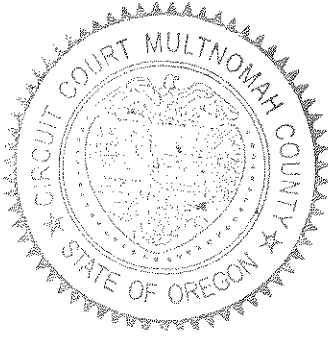
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Union Bank, N.A. is the Judgment Creditor, and its mailing address for purposes of this writ only is:

Union Bank, N.A.
Attn: Erich M. Paetsch
Saalfeld Griggs PC
250 Church St. SE, Suite 200
Salem, OR 97301

Saalfeld Griggs PC is the current attorney for the Judgment Creditor.

12/3/18



A handwritten signature in black ink, appearing to be "Erich M. Paetsch", written over a horizontal line.

SUBMITTED BY:

A handwritten signature in black ink, appearing to be "Erich M. Paetsch", written over a horizontal line.

Erich M. Paetsch, OSB# 993350
Email: epaetsch@sglaw.com
Saalfeld Griggs PC
P.O. Box 470
Salem, OR 97308
Phone: (503) 399-1070
Fax: (503) 371-2927
Of Attorneys for Plaintiff

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In the Circuit Court for the State of Oregon,
For the County of Multnomah

UNION BANK, N.A.,

Plaintiff,

v.

RONALD V. ENGLISH, an individual; JANE DUNKIN, an individual; TRIANGLE HOLDINGS II, LLC, an Oregon limited liability company; GMAC LLC, a foreign limited liability company; CITIBANK SOUTH DAKOTA, an Oregon banking corporation; AWNI MAKBOUL, an individual; FIA CARD SERVICES, NA; INDEMNITY COMPANY OF CALIFORNIA, a foreign corporation; ALGIA MOORE-THOMAS, an individual; SUSAN BOLEY, an individual; FIDELITY NATIONAL TITLE COMPANY, a domestic corporation; EGP INVESTMENTS, LLC, an Oregon limited liability company; THE STATE OF OREGON; CAPITAL CREDIT & COLLECTION SERVICE, INC., a domestic corporation; THE STATE OF OREGON, DEPARTMENT OF REVENUE; THE UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE; DAVID LAWRENCE, an individual, and JOHN AND ELAINE CARSON,

Defendant.

CASE NO. 15CV26936

STIPULATED CORRECTED GENERAL JUDGMENT OF
FORECLOSURE AND MONEY AWARD

This Stipulated Corrected General Judgment and Money Award ("*Corrected Judgment*") is entered to incorporate legal description of the subject real property and which was inadvertently omitted from the General Judgment and Judgment of Foreclosure ("*Judgment*").

Pursuant to ORCP 67, and based upon the Motion for Entry of Stipulated Corrected General Judgment of Foreclosure and Money Award ("*Motion*") of Union Bank, N.A. ("*Bank*"),

1 and the stipulation of Ronald V. English ("*English*"), as evidenced by the executed stipulation
2 contained in the Motion, Bank and English hereby stipulate to entry of the Corrected Judgment
3 in favor of Bank, subject to the interests of English, and against the remaining defendants, as
4 further provided for herein.

5 This matter came on for bench trial before the Hon. Leslie M. Roberts on October 16,
6 2016, in which Bank appeared by its attorney, Brian J. Beck of the Brooks Law Office, and
7 Defendant Ronald V. English appeared personally and by his attorney, James N. Esterkin. No
8 other defendant appeared in this matter, and Plaintiff obtained Orders of Default as to all but
9 Mr. English prior to trial.

10 After trial on the merits in which the Court heard testimony from the witnesses and
11 argument from the attorneys, and after reviewing the evidence and record herein, the Court
12 issued its Opinion on Court Trial on November 30, 2016 and its Memorandum Opinion on
13 Additional Questions on January 4, 2017, both of which are attached hereto and fully
14 incorporated by reference herein.

15 NOW, THEREFORE, THE COURT HEREBY ORDERS AND ADJUDGES as follows:

16 **Section 1. Plaintiff's First Cause of Action for Declaratory Judgment Against Defendant**
17 **Ronal English Cancelling Right of First Refusal:**

18 1.1. Judgment in favor of Defendant English as provided in the Court's Opinion on
19 Court Trial and the Court's Memorandum Opinion, attached hereto as "*Exhibit A*" and "*Exhibit*
20 *B*" respectively, and fully incorporated herein by this reference.

21 1.2. The parties shall bear their own attorney fees. Costs shall be determined per
22 ORCP 68.

23 **Section 2. Plaintiff's Second Cause of Action for Judicial Foreclosure on Deed of Trust**
24 **Against the Carson Defendants:**

25 2.1 Bank's rights under this section are subject to the rights of Defendant English as
26 provided in Section 1 above.

1 2.2 Bank is awarded judgment against Defendants John Carson and Elaine Carson
2 (*"Carson"*), and each of them, in the amount of \$199,999.95; plus pre-judgment interest at
3 9.5% per annum, or \$52.05478 per diem, which is 9.5% per annum, from April 13, 2008 through
4 the date of judgment; plus late fees of \$1,000.00; plus foreclosure costs and fees of \$24,933.47;
5 plus post-judgment interest on the entire sum at the rate of 9% per annum from the date of
6 entry of judgment.

7 2.3 Bank is entitled to its reasonable attorney fees, along with costs and
8 disbursements, which shall be separately submitted by Plaintiff as provided in ORCP 68; Plaintiff
9 is entitled to post-judgment interest on this sum at the rate of 9% per annum from the date of
10 entry of judgment.

11 2.4 Bank's mortgage lien, relating to that certain real property commonly known as
12 2737 SE 115th Avenue, Portland, Oregon 97266, and legally described as:

13 Lot 16, Block 2, McGrew's tracts, in the City of Portland, County of Multnomah,
14 and State of Oregon.

15 (*"Property"*) is foreclosed. All interest that the defendants, except for the Defendant English,
16 and each of them, had on and after October 13, 2016 in the Property must be sold by the
17 sheriff of Multnomah County, Oregon, in the manner provided by law and in accordance with
18 the practice of this Court.

19 2.5 The proceeds of sale must be applied first toward the costs of sale; then toward
20 the satisfaction of Bank's judgment awarded herein; and the surplus, if any, to defendants in
21 the manner proscribed by applicable law.

22 2.6 If the proceeds of sale are not sufficient to satisfy plaintiff's judgment awarded
23 herein against defendants, then any such deficiency may be enforced by execution as provided
24 by law.

25 2.7 The defendants, except for Defendant English, and each of them, and all persons
26 claiming through defendants, are forever foreclosed of all interest in the Property and every

1 portion thereof, excepting only any right of redemption as defendants, or any of them, may
2 have therein.

3 2.8 Plaintiff or any other party to this action may become the purchaser at the sale
4 of the Property. The purchaser's rights, including the right to exclusive possession of the
5 Property from and after the date of sale, are subject to the rights of Defendant English as
6 provided in Section 1, above.

7 **DECLARATION OF AMOUNT OF DEBT SECURED BY LIEN (ORS 88.010)**

8 Judgment Creditor: Union Bank, N.A.
9 c/o Saalfeld Griggs, PC
10 Attn: Erich M. Paetsch
11 Street address:
12 250 Church St. SE, Suite 200
13 Salem, OR 97301
14 Mailing address:
15 PO Box 470
16 Salem, OR 97308
17 Phone: (503) 399-1070
18 Fax: (503) 371-2927

15 Attorney for Judgment Creditor: Saalfeld Griggs, PC
16 Attn: Erich M. Paetsch
17 Street address:
18 250 Church St. SE, Suite 200
19 Salem, OR 97301
20 Mailing address:
21 PO Box 470
22 Salem, OR 97308
23 Phone: (503) 399-1070
24 Fax: (503) 371-2927

22 The name of any person or public body, other
23 than the Judgment Creditor's Attorney, who is
24 entitled to any portion of the judgment: None

25 Principal Balance: \$199,999.95

26 Interest at 9.5% per annum on the Principal
Balance from April 13, 2008 through January

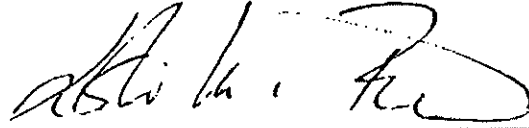
1	6, 2017:	\$166,106.80
2	Interest per diem:	\$52.05478
3	Other amounts due under terms of loan:	
4	Late fees:	\$1,000.00
5	Foreclosure fees:	\$24,933.47
6	Attorney's fees and costs:	To be determined per ORCP 68
7	TOTAL DEBT OWED	
8	(exclusive of costs and attorney fees):	\$392,040.22

9 Additional pre-judgment interest shall accrue from January 7, 2017 to the date of entry
10 of judgment at the per diem rate of \$52.05478.

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1 Post-judgment interest shall continue to accrue on the total amounts listed above, along
2 with attorney fees as awarded, at the statutory rate of 9% per annum.

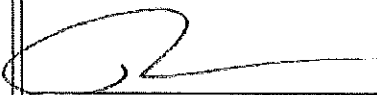
Signed: 9/5/2018 03:48 PM



Circuit Court Judge Leslie Roberts

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9 Submitted by:

10 SAALFELD GRIGGS PC

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12 
13 _____
14 ERICH M. PAETSCH, OSB NO. 993350

15 Email: epaetsch@sglaw.com

16 Trial Attorney

17 Phone: (503) 399-1070

18 Fax: (503) 371-2927

19 Of Attorneys for Plaintiff

20
21 Stipulated to by:

22 
23 _____
24 James Esterkin

25 Email: james@esterkinlaw.com

26 1344 SW Kari Ln

Portland OR, 97219

Phone: (503) 222-4850

Fax: (503) 549-8973

Of Attorneys for Defendant Ronald V. English

CERTIFICATE OF READINESS

I hereby certify, pursuant to UTCR 5.100 and as of August 30, 2018, that:

All service requirements for service of the proposed Order or Judgment were satisfied because:

- The enclosed Order or Judgment is stipulated to and no objection exists to the Judgment or Order;

The proposed Judgment is ready for judicial signature because:

- Each party affected by this Order or Judgment has stipulated to the Order or Judgment, as shown by each party's signature on the document being submitted;

- I have served a copy of this Order or Judgment on each party entitled to service and:

- No objections have been served on me.

SAALFELD GRIGGS PC

By

s/Erich M. Paetsch

ERICH M. PAETSCH, OSB NO. 993350

Email: epaetsch@sglaw.com

Trial Attorney

Phone: (503) 399-1070

Fax: (503) 371-2927

Of Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on August 30, 2018, I served **STIPULATED CORRECTED GENERAL JUDGMENT OF FORECLOSURE AND MONEY AWARD** on:

Mr. James Esterkin
1344 SW Kari Ln
Portland OR 97219
Of Attorneys for Defendant Ronald V. English

by **mailing** a true and correct copy to the last known address of each person listed. It was contained in a sealed envelope, with postage paid, addressed as stated above, and deposited with the US Postal Service in Salem, Oregon.

Dated this 30th day of August 2018.

SAALFELD GRIGGS PC

By s/ Erich M. Paetsch

ERICH M. PAETSCH, OSB No. 993350

Email: epaetsch@sglaw.com

Telephone: (503) 399-1070

Fax: (503) 371-2927

Of Attorneys for Plaintiff

**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MULTNOMAH COUNTY**

UNION BANK, NA,)	
)	
Plaintiff,)	Case No. 15CV26936
v.)	
)	OPINION on COURT TRIAL
RONALD V. ENGLISH, et. al.,)	
)	
Defendants.)	

This matter came on for trial in which Plaintiff, Union Bank, NA, appeared by its attorney, Brian J. Beck, and Defendant English appeared personally and by his attorney, James N. Esterkin.

The court finds that prior to the attachment of the Plaintiff's lien, and superior to it, Defendant English had a contract right to possession of his residence and the presently undivided tract subject to Union Bank's lien. Defendant English possesses as part of that contract, the right to continue to possess that property until its subdivision by the mortgagor/trustor, Carson, or his successors in interest in the property; and at that time, has a first right of refusal to purchase the residence and the then-divided lot upon which it is located. I find that these contract rights are prior to the rights asserted by Plaintiff, and the contract in question satisfies the Statute of Frauds, that it establishes right superior to those of all successors in interest to Mr. Carson (and Plaintiff is such a successor in interest), that it is in force and effect at this time and has not expired pursuant to any termination right within the contract or imposed by law or

equity, and that equitable subrogation does not apply to this situation, nor that the Union Bank loan is entitled, as purchase-money mortgage or otherwise, to priority to the English interests.

Defendant English is therefore entitled to judgment in his favor in this case. Plaintiff is entitled to judgment against nonappearing defendants.

DATED November 30, 2016.


Leslie M. Roberts
Circuit Court Judge

**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MULTNOMAH COUNTY**

UNION BANK, NA,)	
)	
Plaintiff,)	Case No. 15CV26936
v.)	
)	MEMORANDUM OPINION on
RONALD V. ENGLISH, et. al.,)	ADDITIONAL QUESTIONS
)	
Defendants.)	

The parties asked the court to address additional details regarding the rights under the contract between plaintiff's predecessor-in-interest, John Carson, and the defendant Ronald English. I have agreed to do so.

1. "Does the Right of First Refusal give Defendant Ronald V. English the right to occupy the Property rent-free until the Property is subdivided and a new plat recorded, regardless of how long that might take?"

Yes it does.

2. "Does Mr. English's right to purchase the property vest upon subdivision of the property as determined by the date upon which the new plat is recorded...?"

Yes, it vests upon the date of the recording of the new plat.

3. "What is the duration of Mr. English's right to purchase once it vests?"

Mr. English has 60 days in which to exercise his right by tendering a contract to purchase.

4. "Do Mr. English's right under the Right of First Refusal terminate at his death, or do they run with the land?"

The right of first refusal is a contract right that does not terminate with his death, but runs with the land.

5. Is Mr. English entitled to a credit which can be used as an offset against the amount of the purchase price, in the amount of taxes which he paid but which the contract required Mr. Carson to have paid?

Yes, he would be entitled to such an offsetting credit.

I will sign a judgment declaring the parties' rights in accordance with the memorandum opinion, and the above rulings. The counsel in this matter at to be congratulated for their thoughtful and courteous presentations in this matter.

DATED January 4, 2017.


Leslie M. Roberts
Circuit Court Judge

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

UNION BANK, N.A.

Plaintiff,

v.

**RONALD V. ENGLISH, an individual;
JANE DUNKIN, an individual;
TRIANGLE HOLDINGS II, LLC, an
Oregon Limited Liability Company;
GMAC LLC, a foreign limited liability
company; CITIBANK SOUTH DAKOTA,
an Oregon banking corporation; AWNI
MAKBOUL, an individual; FIA CARD
SERVICES, NA.; INDEMNITY
COMPANY OF CALIFORNIA, a foreign
corporation; ALGIA MOORE-THOMAS,
an individual; GARY BOLEY, an
individual; SUSAN BOLEY, an individual;
FIDELITY NATIONAL TITLE
COMPANY, a domestic corporation; EGP
INVESTMENTS, LLC, an Oregon Limited
Liability Company; THE STATE OF
OREGON; CAPITAL CREDIT &
COLLECTION SERVICE, INC., a
domestic corporation; THE STATE OF
OREGON, DEPARTMENT OF
REVENUE; THE UNITED STATES OF
AMERICA, INTERNAL REVENUE
SERVICE; DAVID LAWRENCE, an
individual, and JOHN and ELAINE
CARSON,**

Defendants.

Case No. 15CV26936

SUPPLEMENTAL JUDGMENT
(Proposed)

for Plaintiff's Costs and Attorney Fees

(Hon. Judge Leslie Roberts)

This matter comes before the Court following a trial on the merits, and upon Plaintiff's
Statement of Attorney Fees and Costs and Disbursements and supporting declaration of counsel,
which have been filed herein; the Court having entered an Opinion on Attorney Fees authorizing
the award herein; and the Court being fully advised in all matters;

1 NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff
2 Union Bank, N.A. is hereby awarded its costs and attorney fees in the total amount of
3 \$27,725.00, awarded against Defendant John Carson and Defendant Elaine Carson jointly and
4 severally, as follows:

5 **MONEY AWARD No. 1 (John Carson)**

- 6
- | | | |
|----|--------------------------------------|---|
| 7 | 1. Judgment Creditor | Union Bank, N.A. |
| 8 | Address | c/o Brooks Law Office LLC |
| 9 | | 5 Centerpointe Drive, Ste. 400 |
| | | Lake Oswego, 97035 |
| 10 | 2. Attorneys for Judgment Creditor | Brooks Law Office LLC |
| 11 | Address | Brian J. Beck |
| | | Lance A. Brooks |
| 12 | | 5 Centerpointe Drive, Ste. 400 |
| 13 | | Lake Oswego, Oregon 97035 |
| | | brian@brookslawpdx.com |
| 14 | | lance@brookslawpdx.com |
| 15 | | Phone (971) 204-0376 |
| | | Fax (971) 204-0230 |
| 16 | 3. Judgment Debtor | John Carson |
| 17 | Address | Address Unknown—Mr. Carson was served |
| 18 | | by publication |
| 19 | 4. Attorney for Judgement Debtor | None—Mr. Carson did not appear in the |
| 20 | Address | matter; however, Mr. Carson has been |
| 21 | | represented in other legal matters by William |
| 22 | | G. Fig of Sussman Shank LLP, 1000 SW |
| | | Broadway Ste 1400, Portland OR 97205 |
| 23 | 5. Year of Birth for Judgment Debtor | Unknown |
| 24 | 6. Tax Identification Number | Unknown |
| 25 | 7. Driver License and State Issued | Unknown |
| 26 | 8. Total Amount of Money Award | N/A |

1 Exclusive of Interest and
2 Attorney Fees

3 9. Prejudgment Interest

N/A

4 10. Post-Judgment Interest

Post-judgment simple interest at the rate of
9% per annum from the date of entry of this
Supplemental Judgment until Fully paid.

5 11. Attorneys' Fees and Costs

\$27,725.00 for attorney fees

+ \$0 for costs and disbursements

\$27,725.00 total attorney fees and costs

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MONEY AWARD No. 2 (Elaine Carson)

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| 1. Judgment Creditor
Address | Union Bank, N.A.
c/o Brooks Law Office LLC
5 Centerpointe Drive, Ste. 400
Lake Oswego, 97035 |
| 2. Attorneys for Judgment Creditor
Address | Brooks Law Office LLC
Brian J. Beck
Lance A. Brooks
5 Centerpointe Drive, Ste. 400
Lake Oswego, Oregon 97035
brian@brookslawpdx.com
lance@brookslawpdx.com
Phone (971) 204-0376
Fax (971) 204-0230 |
| 3. Judgment Debtor
Address | Elaine Carson

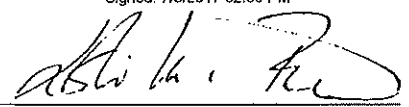
Address Unknown—Mrs. Carson was served
by publication |
| 4. Attorney for Judgement Debtor
Address | None—Mrs. Carson did not appear in the
matter; however, Mrs. Carson may have been
represented in other legal matters by William
G. Fig of Sussman Shank LLP, 1000 SW
Broadway Ste 1400, Portland OR 97205 |
| 5. Year of Birth for Judgment Debtor | Unknown |
| 6. Tax Identification Number | Unknown |
| 7. Driver License and State Issued | Unknown |
| 8. Total Amount of Money Award
Exclusive of Interest and
Attorney Fees | N/A |
| 9. Prejudgment Interest | N/A |
| 10. Post-Judgment Interest | Post-judgment simple interest at the rate of
9% per annum from the date of entry of this
Supplemental Judgment until Fully paid. |

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11. Attorneys' Fees and Costs

\$27,725.00 for attorney fees
+ \$0 for costs and disbursements
\$27,725.00 total attorney fees and costs

Signed: 7/3/2017 02:39 PM



Circuit Court Judge Leslie Roberts

Prepared by:
Brian J. Beck, OSB #952102
5 Centerpointe Drive, Suite 400
Lake Oswego, Oregon 97035
brian@brookslawpdx.com
(971) 204-0376 phone
(971) 204-0230 fax
Of Attorneys for Plaintiff

1
2 **CERTIFICATE OF READINESS**

3 This proposed order or judgment is ready for judicial signature because:

- 4 1. Each opposing party affected by this order or judgment has stipulated to the order or
5 judgment, as shown by each opposing party's signature on the document being submitted.
- 6 2. Each opposing party affected by this order or judgment has approved the order or
7 judgment, as shown by signature on the document being submitted or by written confirmation of
8 approval sent to me.
- 9 3. I have served a copy of this order or judgment on all parties entitled to service and:
10 a. No objection has been served on me.
11 b. I received objections that I could not resolve with the opposing party despite
12 reasonable efforts to do so. I have filed a copy of the objections I received and
13 indicated which objections remain unresolved.
14 c. After conferring about objections, [role and name of opposing party] agreed
15 to independently file any remaining objection.
- 16 4. The relief sought is against an opposing party who has been found in default.
- 17 5. An order of default is being requested with this proposed judgment.
- 18 6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
19 otherwise.
- 20 7. This is a proposed judgment that includes an award of punitive damages and notice has
21 been served on the Director of the Crime Victims' Assistance Section as required by subsection
22 (4) of this rule.

23 Dated: June 30, 2017.

24 By: /s/ Brian J. Beck
25 Brian J. Beck OSB #952102
26 BROOKS LAW OFFICE
5 Centerpointe Dr., Suite 400
Lake Oswego, Oregon 97035
Phone (971) 204-0376
Fax (971) 204-0230
brian@brookslawpdx.com
Of Attorneys for Plaintiff