Case No. 16-35818

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

WILLIAM J. PAATALO

APPELLANT

vs.

U. S. DISTRICT COURT FOR THE DISTRICT OF OREGON

RESPONDENT

APPEAL FROM THE JUDGMENT OF THE US DISTRICT COURT OREGON

JUDGE ANN AIKEN

CASE NO. 15-cv-01420-AA

ORAL ARGUMENT REQUESTED

John A. Cochran, WSBA #020022
PACIFIC PROPERTY LAW, LLC
10121 SE Sunnyside Road,Suite 300
Clackamas, Oregon 97015
Telephone: (503) 756-0299
Facsimile: (360) 953-8083
Attorney(s) for Appellant

TABLE OF CONTENTS **PAGE**

TABLE OF AUTHORITIES **PAGE**

CASES

CASES

STATUTES

US STATUTES

US PROCEDURAL STATUTES

RULE 26.1 CORPORATE DISCLOSURE STATEMENT

Appellant has no parent corporation and no publicly held corporation owns 10% or more of its stock.

THIS PAGE INTENTIONALLY BLANK

INTRODUCTION

In 2015, the United States Supreme Court decided the matter of Jesinoski vs Countrywide Home Loans, 135 S.Ct. 790 (2015)("Jesinoski"). This decision finally clarified the rescission rights of the parties under the Truth in Lending Act ("TILA") 15 U.S.C 1601.Per Jesinoski, Appellant, Mr. Paatalo, rescinded the loan on his property in Oregon, by sending a letter to the predecessor of Appellee, Washington Mutual Bank, F.A., the original lender. The lender did nothing and acquiesced.

In 2009, though deceased, Washington Mutual Bank declared a default and foreclosed upon the Appellant's home and sold it at a Trustee's sale to Appellee. Later in 2012, the Appellant and J.P. Morgan Chase into a settlement agreement. However, that agreement was rendered moot as a result of the Supreme Court's ruling in Jesinoski, because the loan upon which the Settlement Agreement was based, was previously rescinded by operation of law; effectively voiding Appellant's Deed of Trust.

In light of the Jesinoski decision, Appellant brought a declaratory action in the US District Court in Oregon asking the

Court to declare the foreclosure null and void due to his legal and valid rescission which predated the foreclosure. Appellees answered the complaint but did not counterclaim upon the settlement agreement. The lower Court agreed with Appellant about the validity of the rescission, denying Appellees' motion to dismiss, but later granted summary judgment to the Appellee by imposing conditions upon the Appellant's rescission, and upon the settlement agreement, and dismissed the action. Appellant sought reconsideration and was denied. ER 6

Appellant now seeks an order vacating the dismissal based upon the lower court's error in imposing conditions upon TILA; its error granting summary judgment when it could not do so as a matter of law; and upon its error in finding Appellant had rescinded the loan contract, but the settlement agreement left Appellant without recourse after Jesinoski.

STATEMENT OF JURISDICTION

The district court had subject matter jurisdiction under 28 U.S.C. § 1331 because Plaintiff brought claims arising under federal law. This Court has jurisdiction pursuant to 28 U.S.C. §

1291. The district court's grant of summary judgment is an appealable final decision. The district court issued its ruling and ordered entry of judgment on 09/03/13. ER 5 Appellant timely filed a Notice of Appeal on 10/6/2016. ER 7 See FED. R. APP. P. 4(a)(2), 4(a)(1)(A).

STATEMENT OF ISSUE PRESENTED

Can the lower court impose conditions upon the determination of the US Statute, specifically the Truth in Lending Act, after Jesinoski? Can the lower court grant summary judgment to the Appellee, when the Supreme Court ruled as a matter of law that Appellant had rescinded the loan?

STATEMENT OF THE CASE

William J. Paatalo ("Mr. Paatalo") sued in district court for declaratory relief per the Jesinoski decision in which Justice Scalia said in seven simple pages, that rescission of a loan, by the borrower, is effective upon notice, not the filing of a lawsuit. ER 1

The parties and the lower Court agreed that Appellant timely rescinded his loan with Washington Mutual Bank, F.A., now

succeeded by J.P. Morgan Chase Bank. However, the district court granted defendants' motion for summary judgment, stating that Plaintiff had to show he had a conditional right to rescind the loan under TILA, and that the settlement agreement entered into between the parties was valid. ER 4 This contradicts the ruling in both Jesinoski and Yamamoto vs. Bank of New York, 329 F. 23d. 1167, which held that when the creditor acquiesces or fails to respond within the twenty (20) day response period, rescission is accomplished automatically when the consumer has given notice. No such condition is imposed either by statute or by interpretation. The lower court erred in imposing one.

The lower court also erred in interpreting a settlement agreement between the parties as having effected Appellant's rescission. This is contrary to basic contract law. A contract cannot exist which violates law. This is what the lower court did in finding the settlement agreement negated Appellant's rescission.

Furthermore, the lower court erred in holding the settlement agreement had an effect upon TILA and Jesinoski, when it

preempted the settlement agreement rendering it void as to public policy.

STATEMENT OF FACTS

Plaintiff purchased the property at 400 East 3rd Street, Yachats, Oregon 97498 for $449,500.00 on June 23, 2004. A Warranty Deed was issued to Plaintiff and recorded as Sale Document No. 409480. Plaintiff refinanced the subject property with a simultaneous First and Second Deed of Trust("DOT") with Washington Mutual Bank, F.A. ("WMB") on August 10, 2006. The first DOT was for $880,000.00 on an "Option Arm" loan, with the second DOT being a revolving equity line of credit ("HELOC"). ER 1

In September of 2007, Plaintiff was solicited by WMB by phone with an offer to increase his (HELOC) account by $45,000.00. Plaintiff did not make an application, nor did Plaintiff seek a credit increase to this account prior to WMB's solicitation. Due to no requirements being made of Plaintiff, in terms of providing income document or filling out new applications, Plaintiff accepted the offer for the credit increase. Shortly after

the increase to the HELOC, Plaintiff engaged in a dispute with WMB in the fall of 2007 for misapplying payments and reporting false derogatory information to the credit reporting agencies on the HELOC account. While the dispute continued with WMB for the next four months, Plaintiff began to suspect fraud, and realizing that numerous violations under the Truth-In-Lending Act ("TILA") had been discovered, such as the failure to provide proper "Notices of Rescission" on the 2006 loans, the hyper-inflated 260% increase on the appraised valuation of Plaintiff's property, and the falsifying of Plaintiff's income on his "Residential Loan Application" without his knowledge and consent, Plaintiff sent a written "Notice of Rescission" on both loans via certified mail to WMB on or about March 29, 2008. ER 1

Shortly after WMB received Plaintiff's notice to rescind, Plaintiff received a letter from WMB declining his rescission and attaching a "payoff quote" of just under one million dollars. The letter informed Plaintiff that to rescind, he would have to first "tender" back the full amount of the debt which was impossibility.

After Plaintiff's rescission was declined and/or conditioned by WMB, his disputes did not end. Plaintiff entered protracted litigation beginning in July of 2008 against WMB, but due to WMB's failure on September 25, 2008, his claims outside of the TILA violations went to the FDIC. Plaintiff did not file a TILA Rescission claim in court against WMB, or through the FDIC's FEIRRA claims-process because Plaintiff was told he had to tender first; an act that was impossible for Plaintiff to perform. WMB did not challenge the rescission letter in court nor did WMB take steps to properly rescind the transaction as was required under 15 U.S.C. § 1635(b).

On April 2, 2009, while Plaintiff's claims against WMB were in the hands of the FDIC, and after his credit had been negligently destroyed by WMB, WMB declared a default by recording a "Notice of Default And Election To Sell" document in the Lincoln County, Oregon land records. On July 31, 2009, a series of documents including a "Notice of Foreclosure," "Trustee's Notice of Sale," and affidavits claiming that WMB was the beneficiary of Plaintiff's Deed of Trust were recorded in the Lincoln County records. No assignments of either of Plaintiff's

Deeds of Trust were recorded in the Lincoln County, Oregon land records transferring any of WMB's alleged beneficial interests to any other entity; specifically, JPMorgan Chase Bank, N.A.

On August 18, 2009, a Trustee's Deed was issued to JPMorgan Chase Bank, N.A. as the purchaser of the subject property for cash consideration in the amount of $410,000.00. In late 2010, JPMorgan Chase filed an unlawful detainer action against Plaintiff in Lincoln County State Court under Case No. 103837. Plaintiff answered the complaint with counterclaims asserting facts related to TILA violations, and recorded a "Lis Pendens" on the property in the Lincoln County Land Records. In the midst of defending the unlawful detainer action, and with the Lis Pendens recorded on title of the property, JPMorgan Chase sold the subject property for $285,000.00 on July 12, 2011. The Lis Pendens remains on title to this day. Having reviewed the now recent U.S. Supreme Court's decision in Jesinoski v. Countrywide, Plaintiff sent JPMorgan Chase ("Chase") an additional "Notice" via certified mail on April 21, 2015 memorializing the March 29, 2008 rescission. Chase never replied. And Appellant filed suit in the

US District Court Oregon on 7/29/2015 ER 1 for declaratory relief.

SUMMARY OF ARGUMENT

The lower court erred in granting summary judgment to Chase. It could not do so as a matter of law. The lower court erred in imposing conditions on Appellant's rescission because that contravenes TILA and the Jesinowski decision. The lower court erred in failing to find that TILA and the Jesinowski decision preempted any settlement agreement and rendered it void as to public policy. The lower court erred because it failed to consider the important public policy of protecting the consumer that Congress expressly intended in the passing of TILA. ER 4, ER 5, ER 7.

STANDARD OF REVIEW

The district court's ruling granting summary judgment and dismissal of the action based upon TILA and Jesinowski, are questions of law reviewed de novo, United States v. Sahhar, 56 F.3d 1026, 1028 (9th Cir. 1995), and the same standard applies to any mixed questions of law and fact underlying these

judgments, Berger v. City of Seattle, 569 F.3d 1029, 1035 (9th Cir. 2009). Finally, the district court's operative "factual" determinations also subject to de novo review.

I.

ARGUMENT

A. THIS COURT HAS JURISDICTION

The district court's order granting the summary judgement is found at ER 4. The district court's ruling granting summary judgment and dismissal of the action based upon TILA and Jesinowski, see, are questions of law reviewed de novo, United States v. Sahhar, 56 F.3d 1026, 1028 (9th Cir. 1995), and the same standard applies to any mixed questions of law and fact underlying these judgments, Berger v. City of Seattle, 569 F.3d 1029, 1035 (9th Cir. 2009).

However, the district court "should be reversed if it] based its decision on an erroneous legal standard or on clearly erroneous findings of fact." Stormans, Inc. v. Selecky, 586 F.3d 1109, 1119 (9th Cir. 2009); Yokoyama v. Midland Nat'l Life Ins. Co., 594 F.3d 1087, 1091 (9th Cir. 2010) ("An error of law is an abuse of discretion"). The court's conclusions of law are reviewed

de novo and its findings of fact for clear error. Alliance for the Wild Rockies, 632 F.3d at 1131.

"Thus, where, as here, the appeal turns on a pure question of law, this Court undertakes "plenary" review of the case without any deference to the district court's decision. Gorbach v. Reno, 219 F.3d 1087, 1091 (9th Cir. 2000) (en banc) (citation and quotation marks omitted).

B. THE LOWER COURT ERRED IN IMPOSING CONDITIONS ON RESCISSION INAPPOSITE TO TILA AND JESINOSKI

On Jan. 13, 2015, the U.S. Supreme Court released its opinion in Jesinoski v. Countrywide Home Loans (No. 13-684) and resolved a circuit split on an important issue arising under the Truth in Lending Act, 15 U.S.C. §1601-1677 ("TILA"). Under TILA, a borrower has the right to rescind certain loans for up to three years after the loan is consummated. To exercise this right, borrowers must "notify the creditor" of their intention to rescind the loan within three years.

The Truth in Lending Act, 15 U.S.C. 1635 (b) provides in clear language:

"(b) Return of money or property following rescission -

When an obligor exercises his right to rescind under subsection (a), he is not liable for any finance or other charge, and any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission. Within 20 days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the obligor, the obligor may retain possession of it. Upon the performance of the creditor's obligations under this section, the obligor shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the obligor shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the obligor, at the option of the obligor. If the creditor does not take possession of the property within 20 days after tender by the obligor, ownership of the property vests in the obligor without obligation on his part to pay for it. The procedures

prescribed by this subsection shall apply except when otherwise ordered by a court."

The parties and the Court agreed that the Plaintiff rescinded the loan. Mr. Paatalo notified the creditor (borrowers must "notify the creditor" of their intention to rescind the loan within three years) timely ER 3. The court found that in the Order ER 2.

The lower court specifically found in ER 2, "Taking the allegations in the complaint as true, if those notices actually rescinded the loan, plaintiff's complaint will survive the motion to dismiss. If, on the other hand, notice of intent to exercise the conditional right of rescission did not actually effect the rescission, defendant is entitled to dismissal. The Supreme Court answered this question in Jesinoski. A unanimous Court declared "rescission is effected when the borrower notifies the creditor of his intention to rescind." Jesinoski, 135 S. Ct. at 792 (emphasis added).

Thus, if as plaintiff alleges, WMB failed to provide the required disclosures and plaintiff delivered written notice of rescission in March 2008, the rescission was effected and the security interest in plaintiff's property voided at that time."

"Defendant disputes this reading, arguing Jesinoski concerns the time period in which a borrower must provide written notice of his intent to exercise a right to rescind. The court agrees Jesinoski's holding concerns the three-year life of the rescission right. The question, however, was whether a borrower can exercise her rescission right by sending written notice of rescission within three years, or whether she must also file a lawsuit within that time period to enforce her rescission right. Jesinoski, 135 S. Ct. at 791. The Court had to determine when rescission actually occurred in order to answer that question.

The lower court then said in clear terms, "The question here is what happens when the unwinding process is not completed and neither party files suit within the TILA statute of limitations. In such circumstances, Jesinoski directs that the rescission and voiding of the security interest are effective as a matter of law as of the date of the notice."

The lower court also rejected the Defendants argument that Jesinoski meant that the TILA law was being applied to it retroactively. "But there is no retroactivity issue here. When a court interprets a statute, it is not "retroactive" to apply the

decision to transactions already entered into, because the court is determining what the law has always meant. As the Supreme Court explains,

When this Court construes a statute, it is explaining its understanding what the statute has meant continuously since the date when it became law. . . . Thus, it is not accurate to say that the Court's decision . . . 'changed' the law that previously prevailed . . . when the case was filed. Rather, given the structure of our judicial system, [a Supreme Court] opinion interpreting a statute finally decides what [the statute] had always meant and explains why the Courts of Appeals have misinterpreted the will of the enacting Congress. Rivers v. Roadway Exp., Inc., 511 U.S. 298, 313 n.12 (1994)." ER 2.

In the granting of the Defendant's summary judgment motion however, the lower court said something very different. It found that "To prevail on his claims, plaintiff must show that he had a conditional right to rescind the loan and that he exercised that right within the relevant timeframe." ER 4

This is clearly not what Jesinoski has said. No such condition was imposed by Justice Scalia in this decision. The

lower court is simply wrong and erred in placing a condition upon Plaintiff.

C. THE LOWER COURT ERRED IN GRANTING SUMMARY JUDGMENT

Summary judgment is appropriate if the "movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). Because of the Jesinoski decision, the Appellant was entitled to summary judgment as a matter of law, not the Appellee.

The lower court itself found, "Summary judgment is inappropriate if reasonable jurors, drawing all inferences in favor of the nonmoving party, could return a verdict in the nonmoving party's favor." Diaz v. Eagle Produce Ltd. P'ship, 521F.3d1201, 1207 (9th Cir. 2008). See ER 4

Furthermore, the lower court itself agreed with Appellant, about the facts and the law, in its prior order denying the Defendant's Motion to Dismiss. ER 2. It was irrelevant what happened after the rescission per the Supreme Court in

Jesinowski. The settlement agreement cannot change the fact of rescission, and it is moot. The court itself stated that Jesinoski was not retroactively applying law, it was simply explaining what the statute meant.

Courts must view the evidence and all reasonable inferences in the light most favorable to the nonmoving party. Weitz Co. v. Lloyd's of London, 574 F.3d 885, 892 (8th Cir. 2009). However, "summary judgment procedure is properly regarded not as a disfavored procedural shortcut, but rather as an integral part of the Federal Rules as a whole, which are designed `to secure the just, speedy and inexpensive determination of every action.'" Celotex Corp. v. Catrett, 477 U.S. 317, 327 (1986) (quoting Fed. R. Civ. P. 1).

The moving party bears the burden of showing that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. Enter Bank v. Magna Bank of Mo., 92 F.3d 743, 747 (8th Cir. 1996). A party opposing a properly supported motion for summary judgment "must set forth specific facts showing that there is a genuine issue for trial." Anderson v.

Liberty Lobby, Inc., 477 U.S. 242, 256 (1986); see also Krenik v. Cty. of Le Sueur, 47 F.3d 953, 957 (8th Cir. 1995).

The defendant could not show that it was entitled to judgment as a matter of law, but the Plaintiff could. ER 3. The Jesinoski case clarified these issues so that Plaintiff rescinded the contract upon notice, and upon the failures of Washington Mutual Bank. There is simply no argument to be made that there is a genuine issue of material fact. Neither WMB or J.P. Morgan Chase contested the rescission, nor did J.P. Morgan Chase counter-claim for its force and effect. It did just as Washington Mutual had done, it acquiesced. Therefore, Jesinoski gave summary judgment to Appellant.

D. TILA PREEMPTS THE FORMATION OF THE SETTLEMENT AGREEMENT BECAUSE IT VIOLATES PUBLIC POLICY

Generally, federal law recognizes three species of banking law preemption. The first, express preemption, arises when Congress states its intent to preempt state law in a statute. The second, field preemption, is preemption [that] may be inferred when federal regulation in a particular field is so pervasive as to

make reasonable the inference that Congress left no room for the States to supplement it. In such cases of field preemption, the mere volume and complexity of federal regulations demonstrate an implicit congressional intent to displace all state law. This is exactly what Congress intended when it enacted TILA. Silvas v. E*Trade Mortgage Corp., 514 F.3d 1001, 1004 (9th Cir. 2008) (citing Bank of Am. v. City & County of San Francisco, 309 F.3d 551, 558 (9th Cir. 2002)); Wachovia Bank v. Burke, 414 F.3d 305, 313 (2d Cir. 2005) (addressing preemption in National Bank Act)

While there may be a state interest in upholding release and settlement agreements, they can have no effect when they contravene federal law. This could not be clearer as to our national banks. Federal preemption of state law as applied to federally chartered institutions—such as a National Bank, Federal Savings Bank, or Federal Savings and Loan—is of constitutional and statutory origin. The Supreme Court recently reiterated the rule of preemption in Watters v. Wachovia Bank 550 U.S. 1 (2007) Rose v. Chase Bank USA, N.A., 513 F.3d 1032, 1037 (9th

Cir. 2008);Jefferson v. Chase Home Fin., No. 06-6510, 2008 WL 1883484, at *12-14 (N.D. Cal. Apr. 29, 2008)

Just as the Federal Reserve has stated "a state law is "inconsistent" if "it requires a creditor to make disclosures or take actions that contradict the requirements of the Federal law." 12 C.F.R. § 226.28 (2008). The same must be said of a decision which contradicts the express clarification of a statute.

Judge Aiken had no power to reinterpret and contradict Jesinoski. She said so herself as "Jesinoski revealed the majority of federal courts had "misinterpreted the will of the enacting Congress," Rivers, 511 U.S. at 313 n.12, in allocating to borrowers the burden to go to court to enforce their statutory rescission rights under TILA." She misinterpreted the will of Congress by failing to recognize their preemption in this area; and by imposing a condition upon Plaintiff.

Here there can be no doubt that the interpretation of TILA by the Jesinoski case preempts any such action or reaction which happened after Appellant's rescission. Mr. Paatalo rescinded his loan, and any such agreement in contravention of the rescission is void. This is what Justice Scalia made patently clear.

II.

CONCLUSION

For the foregoing reasons, this Court should reverse the district court's Judgment for Appellee and direct the court to enter judgment for Appellant.

RESPECTFULLY SUBMITTED

DATED: February 8, 2017

/s/ John A. Cochran
John A. Cochran OSB# 020022
Attorney(s) for Appellant
Pacific Property Law, LLC
10121 SE Sunnyside Rd., Ste. 300
Clackamas, OR 97015
Phone: 503-756-0299
johnppllc@gmail.com

STATEMENT OF RELATED CASES

There are no related cases.

CERTIFICATE OF COMPLIANCE

Certificate of Compliance With Type-Volume Limitation, Typeface Requirements, and Type Style Requirements

1. This brief complies with the type-volume limitation of Fed. R. App. P. 32(a)(7)(B) because: This brief contains 4,724 words, excluding the parts of the brief exempted by Fed. R. App. P. 32(a)(7)(B)(iii).

2. This brief complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type style requirements of Fed. R. App. P. 32(a)(6) because: this brief is double spaced and has been prepared in a proportionally spaced typeface using WORD software program, and Verdana font size 14.

DATED: FEBURARY 8, 2017

/s/ John A. Cochran
John A. Cochran OSB# 020022
Attorney(s) for Appellant
Pacific Property Law, LLC
10121 SE Sunnyside Rd., Ste. 300
Clackamas, OR 97015
Phone: 503-756-0299
johnppllc@gmail.com

CERTIFICATE OF SERVICE

I declare that I am a resident of the Washington County, State of Oregon. I am over 18 years of age and a party to the entitled action.

I served the forgoing documents(s) described as: **APPELANT'S OPENING BRIEF; EXCERPTS OF THE RECORD VOLUME I OF I** on the following person whose address is listed in ATTACHED SERVICE LIST by sending a true copy thereof enclosed in a sealed envelope or transmitting, as follows:

_X_ (By U.S. Mail) I caused such envelope, with postage thereon fully prepaid, to be placed in the United States mail at _____

___ (By Fed Ex Ground or Overnight Mail) I caused such envelope to be delivered to an overnight mail service with fees prepaid, with instructions that it be delivered to the addressee the following business day.

X_ (Email) I caused the foregoing document(s) to be transmitted by email to the addressee(s) listed above.

I declare under penalty of perjury under the laws of the United States of America.

DATED: February 8, 2017

_/s/ John A. Cochran_____
John A. Cochran OSB# 020022
Attorney(s) for Appellant
Pacific Property Law, LLC
10121 SE Sunnyside Rd., Ste. 300
Clackamas, OR 97015
Phone: 503-756-0299
johnppllc@gmail.com

SERVICE LIST

U.S. District Court – Eugene

Honorable District Judge Ann Aiken

Wayne L. Morse U.S. Courthouse, RM 5500

405 East Eighth Avenue

Eugene, OR 97401-2706

KEVIN H. KONO, OSB #023528

kevinkono@dwt.com

KALEY L. FENDALL, OSB # 093509

kaleyfendall@dwt.com

DAVIS WRIGHT TREMAINE LLP
1300 S.W. Fifth Avenue, Suite 2400
Portland, Oregon 97201-5610
Telephone: (503) 241-2300

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on February 8, 2017.

I certify that all participants in the case are registered CM/ECF users and that service will also be accomplished by the appellate CM/ECF system.

DATED: February 8. 2017 /s/ John A. Cochran

Case No. 16-35818

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

WILLIAM J. PAATALO

APPELLANT

vs.

U. S. DISTRICT COURT FOR THE DISTRICT OF OREGON

RESPONDENT

APPELLANT'S EXCERPTS OF THE RECORD

VOLUME 1 OF 1

APPEAL FROM THE JUDGMENT OF THE US DISTRICT COURT OREGON

JUDGE ANN AIKEN

CASE NO. 15-cv-01420-AA

John A. Cochran, WSBA #020022
PACIFIC PROPERTY LAW, LLC
10121 SE Sunnyside Road,Suite 300
Clackamas, Oregon 97015
Telephone: (503) 756-0299
Attorney(s) for Appellant

EXCERPTS OF RECORD

PAGE