

1 collector as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6) and is a debt collector as
2 defined by the UDCPA, ORS 646.639.

3 3. _____, Inc. _____ is the agent for the
4 mortgagee of plaintiff's property. _____ is a debt collector as that term is defined by the
5 FDCPA, 15 U.S.C. § 1692a(6) and the UDCPA, ORS 646.639.

7 4. _____ is the trustee who executed
8 the deed that wrongfully removed plaintiff from the title of his property. _____ is a debt
9 collector as defined by the FDCPA, 15 U.S.C. § 1692a(6) and the UDCPA, ORS 646.639.

11 5. _____ is the trustee for the trust that is plaintiff's
12 mortgagee.

13 6. _____ Trust 2007-SD1 ("Trust" or "the trust"), is
14 plaintiff's mortgagee and is a debt collector as that term is defined by the UDCPA, ORS
15 646.639(1)(g).

17 7. _____, Corp, _____ is the foreclosure trustee that is
18 currently foreclosing in plaintiff's home.

19 FACTUAL ALLEGATIONS

20 8. Plaintiff is the owner of the property located at _____, Keizer,
21 Oregon with a real property description of _____ ESTATES, LOT 1, ACRES 1.56.

23 9. Plaintiff and his wife and children use the property as their residence.

24 10. Plaintiff executed a mortgage when he purchased his home.

25 11. EMC alleges that it is the current loan servicer that is collecting the mortgage
26 payments that plaintiff is required to make under the mortgage.

27 12. In 2008 Cal-Western commenced a foreclosure on plaintiff's home.

28 2 COMPLAINT

1 13. Plaintiff and : agreed that plaintiff would cure the default by making one
2 payment of \$20,000 and making ongoing payments to .

3 14. Plaintiff performed by making his one-time payment of \$20,000 and began
4 making ongoing payments to ; however, without plaintiff's knowledge
5 completed the foreclosure and issued a deed to
6

7 15. foreclosed at the direction of and .

8 16. While plaintiff was residing in his home and making payments to ,
9 held the title to the property.
10

11 17. While held title to the property, was sued and had a default
12 judgment entered against it.

13 18. Plaintiff learned that he did not hold the title to the property when the Marion
14 County Sheriff posted a notice in November 2009 when the Sheriff notified plaintiff and his
15 family that the plaintiff's home would be sold at a sale to satisfy the debt that owed on
16 the default judgment.
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18 19. Plaintiff incurred attorney fees and costs to defend against the Sheriff's execution
19 sale.

20 20. Plaintiff successfully defended the execution sale and he was able to keep his
21 home.
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23 21. In December 200 obtained an order vacating the trustee's deed to
24 thereby placing plaintiff on the title to the property.

25 22. has failed to give proper credit of the payments that plaintiff has made for
26 the mortgage.
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28
3 COMPLAINT

1 plaintiff's home to be subject to a Sheriff's execution sale and commencing a second
2 foreclosure is a breach of the covenant of good faith and fair dealing.

3 40. Defendants' actions have damaged plaintiff in the amount of \$100,000 plus
4 attorney fees and costs.
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7 CLAIM TWO

8 SLANDER OF TITLE

9 (, , , TRUST)

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11 41. Plaintiff incorporates by reference the above allegations.

12 42. , , and jointly agreed to sell plaintiff's property by a
13 foreclosure sale after he had cured the default that the defendant's alleged.

14 43. bank on behalf of the trust took title to the property through the foreclosure
15 sale after plaintiff cured the default the defendant's alleged.

16 44. , , and bank's action in removing plaintiff from the
17 title of the property when he had cured the default is slander of title.

18
19 45. Defendants' actions caused plaintiff damages in the amount of \$100,000.

20 CLAIM THREE

21 UNLAWFUL DEBT COLLECTION PRACTICES ACT

22 (, , ,)

23
24 46. Plaintiff incorporates by reference the above allegations.

25 47. , , and bank's action in foreclosing when plaintiff and
26 have come to an agreement to cure the loan is a violation of the Unlawful Debt Collection
27 Practices Act, ORS 646.639(2)(k).
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6 COMPLAINT

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CLAIM FOUR

Damages against and in the amount of \$150,000 plus statutory damages in the amount of \$1,000 each plus attorney fees and costs.

CLAIM FIVE

An accounting of this mortgage loan.

CLAIM SIX

An order preliminarily and permanently enjoining defendants or anyone acting in concert with defendants from foreclosing unless and until plaintiff is adjudged to be in default.

DATED: _____

OSB # _____

Salem, OR 97309
Tel:
Fax:

