IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF HOOD RIVER

ARNALDO LARA, Plaintiff, v. RENATA LARA and JOHN BUTLER, Defendants.	Case No. 26CV25944 **FIRST AMENDED COMPLAINT** (Constructive Trust, Quiet Title, and Equitable Lien; Unjust Enrichment; Fraud) Amount in Controversy: $151,500.00

Plaintiff Arnaldo Lara ("Plaintiff") alleges as follows:

PARTIES

1. Plaintiff Arnaldo Lara is an individual residing in Hood River County, Oregon.

2. Defendant Renata Lara ("Defendant Lara") is an individual residing at 4761 Portland Drive, Hood River, Oregon 97031.

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3. Defendant John Butler ("Defendant Butler") is an individual and Plaintiff's cousin. Defendant Butler holds an interest in the Property as a tenant in common with Defendant Lara.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter and over the parties. Venue is proper in this Court under ORS 14.040 because the Property is located in Hood River County, Oregon.

THE PROPERTY

5. The real property at issue is located at 4761 Portland Drive, Hood River, Oregon 97031, identified as Tax Lot 12138, Township 2N, Range 10E, Section 16, Tax Lot 3101, Hood River County, Oregon (the "Property").

6. Defendant Lara and Defendant Butler are the recorded titleholders of the Property, as tenants in common, on the Hood River County real property records. The deed naming them as such is a warranty deed recorded August 20, 2019, as Document No. 2019-002595. The Property is encumbered by a deed of trust in favor of Directors Mortgage, Inc., recorded the same date as Document No. 2019-002596.

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7. The relief sought in this action affects Defendants' interests in the Property. The lender's security interest is not affected by the relief sought herein.

FACTUAL ALLEGATIONS

The Family Agreement to Acquire the Property

8. In the spring of 2019, Irene Luna Avila (Plaintiff's maternal aunt) intended to make a gift to her sister Rosa M. Lara Avila (Plaintiff's mother) and Rosa M. Lara Avila's family. The family discussed how best to use the gift. The family initially intended to use the gift to purchase a food truck for Rosa M. Lara Avila, so that she would no longer need to work as hard. The family later decided to use the gift toward the purchase of a family home instead. The gift was always intended to benefit Rosa M. Lara Avila and her family; it was a gift from sister to sister to benefit the recipient's family. It was a gift for the family, not for the exclusive benefit of any specific individual. The family's shared understanding was to acquire the Property as a family home where Plaintiff, Defendant Lara, Rosa M. Lara Avila, their brother Felipe Lara-Avila, and other family members would reside. That shared family understanding (the "Family Agreement") was premised on Irene Luna Avila's gift; without that gift the family would not have acquired the Property.

9. Under the Family Agreement, Plaintiff would have an equitable ownership interest in the Property and the right to reside in the Property for his lifetime. In

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exchange, Plaintiff would contribute to the mortgage and maintenance of the Property, just as the other family members.

10. The original family plan contemplated that the named titleholders would include Plaintiff, Defendant Lara, and Felipe Lara-Avila. That plan was modified during the acquisition process as lending and title-insurance obstacles arose. Felipe Lara-Avila was unable to remain on the loan and title because of an outstanding child support judgment that created title-insurance problems. Plaintiff could not be substituted in Felipe's place because Plaintiff's credit score was below the FHA minimum required for the loan. To save the financing, Plaintiff arranged for his cousin John Butler to be added to the loan as a credit accommodation. The resulting placement of title in Defendant Lara and Defendant Butler was a practical accommodation to secure the FHA loan and was not an expression of any intent to give Defendant Butler beneficial ownership of the Property. Defendant Butler was never intended to be an exclusive beneficiary of Irene Luna Avila's gift.

Plaintiff Arranged the Acquisition

11. Plaintiff identified the Property, negotiated the terms of the purchase, arranged the financing, and coordinated the down-payment gift from the family's aunt.

12. The mortgage broker for the transaction was Jeff Sacre of Directors Mortgage, Inc. Beginning in approximately May 2019, Plaintiff communicated directly with Jeff Sacre about the financing for the Property. On May 16, 2019, Jeff Sacre sent a fee estimate for the purchase to Plaintiff alone.

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13. The Residential Real Estate Sale Agreement was dated June 18, 2019, at a purchase price of $325,000.00, with $8,000.00 in seller contributions toward Buyer's closing costs and prepaids. Defendant Lara signed the Sale Agreement as buyer on June 21, 2019. Felipe Lara-Avila signed the Sale Agreement as buyer on June 25, 2019.

14. On June 21, 2019, Jeff Sacre sent Plaintiff alone a spreadsheet confirming the terms: "This is for 325K purchase price with seller paying your closing costs / prepaids."

15. On or about June 19, 2019, Jeff Sacre sent an updated preapproval letter to the realtor, Lisa Marie Nelson of Don Nunamaker Realtors, stating: "Aldo requested this change." Jeff Sacre copied Plaintiff on the email.

16. On June 25, 2019, Lisa Marie Nelson sent the Sale Agreement to Plaintiff alone for his review, writing: "Aldo, Here is Agreement…. Please look over and let me know if you have any questions…"

17. On June 26, 2019, Jeff Sacre emailed Defendant Lara and Felipe Lara-Avila about the purchase and copied Plaintiff among others. In that email, Jeff Sacre stated: "I've mostly been communicating with Aldo, but wanted to start communicating with everyone at this point; especially since you are the two that are on the loan and Aldo isn't." Jeff Sacre further stated: "I had told Aldo before that we need to pay off some debt" and "I also told Aldo that we need to show approximately 29K in funds total."

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18. When a title search revealed that Felipe Lara-Avila had an outstanding child support judgment that created title insurance problems, Jeff Sacre asked Plaintiff how to resolve the issue. On July 11, 2019, Jeff Sacre wrote to Plaintiff alone: "Do you want me to take a look and see if we could add you instead of Felipe? Do you know where your credit is at this point?" When Plaintiff's credit score proved too low, Plaintiff provided Jeff Sacre with the contact information for his cousin, John Butler, as a substitute. On July 15, 2019, Jeff Sacre wrote to Defendant Butler and copied Plaintiff and Defendant Lara: "Adding John works. So we'll begin the process of getting John added to the loan. Since everyone's credit scores are above 620, it also means that you don't have to bring in all that extra money * * *."

19. When the transaction was at risk, Jeff Sacre contacted Plaintiff alone. On July 8, 2019, Jeff Sacre sent an email exclusively to Plaintiff with the subject line: "I am going to have to pull my pre-approval unless I see some movement... can you please call me today?"

20. Plaintiff paid the appraisal fee for the Property. On August 1, 2019, Market Appraisals sent the appraisal payment request for Directors Mortgage, Inc. to Plaintiff.

Plaintiff's Pre-Acquisition Labor to Satisfy FHA Requirements

21. The Property required physical improvements to satisfy FHA property standards before it could be conveyed under FHA financing, including the construction of a railing and other repairs identified during the FHA appraisal process. Without

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these improvements, the FHA loan that financed the purchase would not have been approved, and the acquisition would not have proceeded.

22. The seller of the Property was JIMGIN, LLC. Plaintiff performed the pre-acquisition labor personally and coordinated the work directly with Ginger, a principal of JIMGIN, LLC, whom Plaintiff knew personally. The work was completed before Defendants acquired the Property.

The Aunt's Gift of the Down Payment

23. Plaintiff coordinated the logistics of transferring Irene Luna Avila's down-payment gift to the lender, including providing Irene Luna Avila's contact information and bank documentation to Jeff Sacre.

24. Jeff Sacre directed all inquiries about the gift to Plaintiff. On July 30, 2019, Jeff Sacre emailed Plaintiff alone: "Aldo - Have you received the gift from your Aunt at this point? I need to gather all the documentation on the gift. Who is best to contact?" That same day, Jeff Sacre sent gift documentation requirements to Plaintiff, with a copy to Defendant Lara. On July 31, 2019, Jeff Sacre again emailed Plaintiff alone, with the subject line: "What is the status of the gift transfer?" On August 4, 2019, Jeff Sacre sent another inquiry, marked "Urgent," to Plaintiff and Defendant Lara. On August 6, 2019, Jeff Sacre emailed Irene Luna Avila and Plaintiff directly with wiring instructions; Defendant Lara was not included on that email.

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25. Irene Luna Avila made the gift with the understanding that the Property would serve as a family home for Plaintiff, Defendant Lara, Rosa M. Lara Avila, and other family members. Irene Luna Avila intended the gift to benefit her sister Rosa M. Lara Avila and her sister's family, which includes Rosa M. Lara Avila's three children: Plaintiff, Defendant Lara, and their brother Felipe Lara-Avila. The gift was made for the family, not for the exclusive benefit of any specific individual.

The Closing and Title

26. The Property was conveyed by warranty deed from JIMGIN, LLC to Defendant Lara and Defendant Butler, recorded on August 20, 2019, as Document No. 2019-002595. A deed of trust was recorded the same date as Document No. 2019-002596. On September 12, 2019, the loan servicing was transferred to Mr. Cooper (Nationstar Mortgage), and Jeff Sacre notified both Plaintiff and Defendant Lara of the transfer.

Plaintiff's Improvements After Acquisition

27. After the acquisition, Plaintiff renovated and improved the Property at a total cost of approximately $46,260.00 in labor and materials. The work included a bedroom expansion (September 2019), a kitchen remodel (December 2019), framing of a new room (March 2020), drywall installation in the living room (May 2020), foundation work (September 2020), carport demolition (May

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2022), upstairs flooring (2023), and fence construction.

Plaintiff's Monthly Mortgage Payments

28. From July 2019 through January 2025, Plaintiff made Venmo payments to Defendant Lara as contributions toward the mortgage obligation on the Property. The documented payments total $27,951.00 across 66 transactions, with $600.00 the most common payment amount. Of those 66 payments, 30 carry a house-shape emoji notation in the Venmo note. Plaintiff first used a house emoji on July 16, 2019, and continued the practice through 2024. Beginning in late 2023, Plaintiff added month-name labels alongside the house emoji: "Last Month" (November 6, 2023), "December" (December 8, 2023), "January" (January 22, 2024), "February" (February 16, 2024), and "March" (March 29, 2024). Beginning with the April 26, 2024 payment, Plaintiff added the word "mortgage": the April 26, 2024 note read "April" and "mortgage" bracketing a house emoji, and the May 31, 2024 note read "may house mortgage." No payment in any year carries the word "rent."

29. The year-by-year totals of documented Venmo payments from Plaintiff to Defendant Lara are: 2019: $3,525.00 (12 payments); 2020: $5,061.00 (12 payments); 2021: $355.00 (2 payments); 2022: $6,385.00 (12 payments); 2023: $6,025.00 (16 payments); 2024: $6,000.00 (11 payments); 2025: $600.00 (1 payment).

30. Plaintiff performed no improvement work on the Property during 2021; the improvements described above occurred in 2019, 2020, 2022, and 2023, years

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in which Plaintiff also made documented Venmo payments to Defendant Lara. Plaintiff's labor on the Property was not a substitute for rent.

Characterization of the Payments

31. At no time did either Defendant characterize Plaintiff as a tenant, offer Plaintiff a lease, provide Plaintiff a rental receipt, or treat Plaintiff's payments as rental income. No rental agreement, written or oral, was ever created between Plaintiff and Defendants. Neither Defendant disclosed to Plaintiff that either of them intended to characterize his payments as rent or regarded him as a tenant.

32. Plaintiff's monthly payments to Defendant Lara, and Rosa M. Lara Avila's monthly contributions to Defendant Lara, were directed toward the carrying costs of the Property and were not intended to be discretionary payments for Defendant Lara to spend as she wished. Each family member who contributed monthly payments to Defendant Lara, including Plaintiff and Rosa M. Lara Avila, understood his or her payments to be applied to the mortgage obligation on the Property. The payments were a share of the burden of carrying the Property under the Family Agreement; they were not rent.

33. On information and belief, Defendants did not report Plaintiff's monthly payments, or Rosa M. Lara Avila's monthly contributions, as rental income on any federal or state tax return. The absence of such reporting reflects Defendants' own understanding that these payments were not rent. Had Defendants treated the payments as rent, federal tax law would have required them to report the payments as rental income on Schedule E of the Form 1040. Defendants did not

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report them because they did not understand or treat them as rent. Defendants instead treated the payments as the family understood them to be: pass-through contributions by family members toward the mortgage obligation on the Property. Defendants' own tax treatment thus confirms what the contributors understood: the payments were mortgage contributions, not rent.

The Prior FED Action

34. Prior to the 2026 FED Action described below, Defendant Lara filed a prior residential eviction complaint against Plaintiff in the Circuit Court of the State of Oregon for the County of Hood River, Case No. 23LT19114, filed November 9, 2023, asserting that Plaintiff was a tenant and seeking his removal from the Property. Plaintiff appeared at the November 21, 2023 hearing and contested the action, filing an answer and an amended answer.

35. On December 8, 2023, while Case No. 23LT19114 was pending and trial was set for December 13, 2023, Plaintiff made a Venmo payment to Defendant Lara bearing a house-shape emoji notation. Defendant Lara accepted that payment.

36. At the time Defendant Lara filed Case No. 23LT19114, Plaintiff's payments to Defendant Lara were current. On December 11, 2023, two days after Plaintiff filed a Rule 21 Motion challenging the eviction action, Defendant Lara voluntarily dismissed Case No. 23LT19114 without prejudice by email request to the court, before the December 13, 2023 trial date. On February 6, 2024, the Hood River Circuit Court entered a Supplemental Judgment awarding Plaintiff $1,636.00 in attorney fees and costs as the prevailing party in Case No.

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23LT19114. Following the dismissal, Plaintiff remained at the Property and continued making monthly Venmo payments to Defendant Lara; beginning with the April 26, 2024 payment, those notes bore the word "mortgage" alongside the house emoji. Defendant Lara continued accepting those payments through January 2025 without serving any new tenancy notice, without executing a written rental agreement, and without informing Plaintiff that she continued to regard him as a tenant. Defendant Lara's conduct before, during, and after Case No. 23LT19114, including accepting Plaintiff's payments throughout the litigation, voluntarily dismissing the action, and continuing to accept payments explicitly labeled as mortgage contributions, caused Plaintiff to reasonably believe that his payments were mortgage contributions toward his ownership interest in the Property.

The 2026 FED Action and Default Judgment

37. On February 17, 2026, Defendant Lara filed a residential eviction complaint (forcible entry and detainer, or "FED") in the Circuit Court of the State of Oregon for the County of Hood River, Case No. 26LT03980. Defendant Lara named the defendants as "Arnaldo Lara and all others." The FED complaint identified Plaintiff and "all others" as occupants of the Property and sought to remove them from the Property.

38. The FED complaint attached a 10-Day Termination Notice for Nonpayment of Rent dated January 30, 2026. The notice was addressed to "Arnaldo Lara, tenant(s), and all other residents." The notice claimed that Plaintiff owed $7,200.00 in unpaid rent at $600.00 per month for the period from February

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2025 through January 2026.

39. Plaintiff did not receive the summons and complaint in the FED action. At the time of service, Plaintiff was staying at another location and was unaware that the action had been filed.

40. The court entered a default judgment against Plaintiff in the FED action. The writ of restitution issued in the FED action directed the Hood River County Sheriff to remove Plaintiff and all others from the Property. The Sheriff executed the writ under ORS 105.161.

41. No issue in the FED action was litigated or determined on the merits. Plaintiff presented no evidence and raised no defenses.

The Family-Home Premise of All Contributions

42. None of the contributions described above would have been made absent the shared family understanding that the Property was being acquired as a family home in which Plaintiff and other family members would hold equitable interests. Irene Luna Avila made the down-payment gift for the family, not for the exclusive benefit of any specific individual. Plaintiff would not have (a) arranged the purchase of the Property, (b) negotiated the purchase agreement with the seller, (c) negotiated the other terms of the transaction with the lender and the realtor, (d) performed the pre-acquisition labor required to qualify the Property for FHA approval, (e) coordinated with Irene Luna Avila to arrange the down-payment gift, (f) performed the continuing post-acquisition

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improvements totaling approximately $46,260.00, or (g) made the documented Venmo payments to Defendant Lara totaling $27,951.00, if those actions were for the sole benefit of Defendant Lara and Defendant Butler. Plaintiff did not undertake this work, make these payments, or arrange this gift as a favor or for free for Defendant Butler. Plaintiff undertook every one of these actions because of the shared understanding that the Property was being acquired with Irene Luna Avila's gift as a family home in which Plaintiff and other family members would hold equitable interests. The Family Agreement, and the family-home purpose at its core, were the indispensable premise of every contribution by every contributor.

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FIRST CLAIM FOR RELIEF

Constructive Trust and Quiet Title

(ORS 105.605)

43. Plaintiff re-alleges and incorporates paragraphs 1 through 42.

44. The relationship among Plaintiff, Defendant Lara, Defendant Butler, and the other parties to the Family Agreement at the time of acquisition was a family relationship in which each party understood the Property to be acquired for shared use among family members, including Plaintiff and Rosa M. Lara Avila.

45. The shared intent of the parties under the Family Agreement was that Plaintiff would hold an equitable ownership interest in the Property. Plaintiff was excluded from the title only as a practical accommodation to secure FHA financing. Plaintiff's contributions of labor and money were made in reliance on that shared intent and not as gifts to Defendants.

46. Defendants' retention of sole beneficial ownership of the Property to Plaintiff's exclusion contradicts the parties' shared intent under the Family Agreement and Plaintiff's reliance contributions. Defendants each hold their recorded interests in the Property in constructive trust for Plaintiff to the extent necessary to vest in Plaintiff an undivided equitable interest in the Property.

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47. Defendants' assertion of sole beneficial ownership and their characterization of Plaintiff as a tenant constitute adverse claims to Plaintiff's interest in the Property.

48. Plaintiff is entitled to (a) a constructive trust upon Defendants' recorded interests in the Property in favor of Plaintiff, to the extent necessary to vest in Plaintiff an undivided equitable interest in the Property, (b) a judgment under ORS 105.605 quieting title and declaring Plaintiff's equitable ownership interest in the Property, or (c) in the alternative under this First Claim, an equitable lien against the Property in the amount of Plaintiff's documented contributions.

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SECOND CLAIM FOR RELIEF

Unjust Enrichment

49. Plaintiff re-alleges and incorporates paragraphs 1 through 42.

50. Plaintiff conferred benefits upon Defendants, including pre-acquisition labor on the Property, payment of the appraisal fee, coordination of the down-payment gift, post-acquisition improvements totaling approximately $46,260.00, and documented Venmo payments to Defendant Lara totaling $27,951.00.

51. Plaintiff did not intend these contributions as gifts or as rent. Many of Plaintiff's Venmo payments to Defendant Lara carry a house emoji notation, and beginning in April 2024 Plaintiff added the word "mortgage" to the payment notes. No payment in any year carries the word "rent." Plaintiff made these contributions in reliance on the parties' shared intent that Plaintiff would hold an equitable ownership interest in the Property.

52. Defendants were aware of and accepted these benefits.

53. Under the circumstances, it would be unjust for Defendants to retain these benefits without compensating Plaintiff.

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54. If Plaintiff is not granted the relief sought in the First Claim, Plaintiff is entitled in the alternative to a money judgment against Defendants, jointly and severally, in the amount of $74,211.00, together with such additional amounts as may be proven at trial, representing the reasonable value of the benefits conferred.

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THIRD CLAIM FOR RELIEF

Fraud

55. Plaintiff re-alleges and incorporates paragraphs 1 through 42.

56. Defendants concealed the fact that they intended to treat Plaintiff's payments as rent, even after receiving payments from Plaintiff indicating that he understood his payments to be mortgage contributions. On information and belief, Defendants, or agents acting on behalf of Defendants, made representations to Plaintiff causing him to believe that his payments were mortgage payments rather than rental payments.

57. Whether Plaintiff's payments were mortgage contributions or rental payments was material.

58. Defendants knew that they regarded Plaintiff's payments as rent and that Plaintiff did not share that understanding.

59. Defendants intended that Plaintiff continue making payments and improvements to the Property in reliance on their silence.

60. Plaintiff was ignorant of Defendants' concealed intention to characterize his payments as rent.

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61. Plaintiff relied on Defendants' silence and continued making the payments described in paragraphs 28 and 29 through January 2025 and performing the improvements described in paragraph 27.

62. Plaintiff relied on his understanding that his payments were mortgage contributions toward his ownership interest in the Property.

63. As a direct result of Defendants' fraud, Plaintiff suffered damages in the amount of $74,211.00, together with such additional amounts as may be proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

64. On the First Claim for Relief, for (a) a constructive trust upon Defendants' recorded interests in the Property in favor of Plaintiff, to the extent necessary to vest in Plaintiff an undivided equitable interest in the Property valued at $151,500.00, representing one-fourth of the Property's current fair market value, (b) a judgment under ORS 105.605 quieting title and declaring Plaintiff's equitable ownership interest in the Property, or (c) in the alternative under this First Claim, an equitable lien against the Property in the amount of $74,211.00, together with such additional amounts as may be proven at trial, representing Plaintiff's documented contributions;

65. In the alternative, on the Second Claim for Relief, for a money judgment against Defendants, jointly and severally, in the amount of $74,211.00, together with such additional amounts as may be proven at trial, representing the reasonable value of benefits conferred upon Defendants;

66. On the Third Claim for Relief, for a money judgment against Defendants, jointly and severally, in the amount of $74,211.00, together with such additional amounts as may be proven at trial, with prejudgment interest at the statutory rate under ORS 82.010;

67. For Plaintiff's costs and disbursements;

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68. For such other and further relief as the Court deems just and equitable.

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Respectfully submitted,

DATED: June 22, 2026.

David N Brunk

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David Brunk, OSB #254853

PO Box 1592

The Dalles, OR 97058

david@newmanbrunk.com

Attorney for Plaintiff

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