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**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

JAMES E. JACOBSON, JR.,

Plaintiff, pro se,

v.

**51 WILLOW PARK LLC, also identified
in some records as WILLOW PARK 51
LLC;
AV EQUITY, entity form presently
unknown, d/b/a EQUITY
MANAGEMENT;
EQUITY MANAGEMENT LLC, if a
separate entity;
WARREN ALLEN LLP;
BRADLEY S. KRAUS, individually;
GEOFFREY B. KOROL, individually;
BRISBEE & STOCKTON LLC;
GRANT D. STOCKTON, individually;
MICHAEL P. CLARDY, individually;
MONICA RAMOS, individually and as a
director or managing representative of AV
EQUITY, Inc. dba EQUITY
MANAGEMENT
PRIVATE-ACTOR DOES 1-10; and
STATE-ACTOR DOES 11-20,**

Defendants.

Case No. 3:26-cv-1559-IM

COMPLAINT FOR:

- 1. FAIR HOUSING ACT DISABILITY
DISCRIMINATION;**
- 2. FAILURE TO MAKE REASONABLE
ACCOMMODATIONS;**
- 3. FAIR HOUSING RETALIATION AND
INTERFERENCE;**
- 4. OREGON DISABILITY HOUSING
DISCRIMINATION;**
- 5. LANDLORD RETALIATION;**
- 6. HABITABILITY AND TENANT
DAMAGES;**
- 7. 42 U.S.C. § 1983 - JOINT ACTION,
DUE PROCESS, AND EQUAL
PROTECTION;**
- 8. ABUSE OF PROCESS; AND**
- 9. FINANCIAL ABUSE OF A
VULNERABLE PERSON**

DEMAND FOR JURY TRIAL

Plaintiff James E. Jacobson, Jr. alleges as follows:

NATURE OF THE ACTION

1. This is an action for disability discrimination, refusal to provide equal rental terms, failure to make reasonable accommodations, retaliation and interference, joint state action depriving Plaintiff of due process and equal protection, abuse of judicial process, and financial abuse of an elderly and disabled vulnerable person.
2. The action also asserts related Oregon claims arising from Defendants' post-acquisition housing decisions, including ORS 659A.145, ORS 90.320, ORS 90.360, ORS 90.385, and ORS 124.100 to 124.140.
3. Plaintiff has lived at Gresham Park Apartments for approximately six years. He is an older adult and an individual with a disability. The federal protected status pleaded in this Complaint is disability. Plaintiff's age is relevant factual context, but is not pleaded as a standalone protected class under the federal Fair Housing Act.
4. After the property changed ownership and management in June 2026, Plaintiff asked the current management for a new written lease and for fair, comparable rental terms. A senior management representative refused and stated, in substance, that Warren Allen had directed management not to renew or provide Plaintiff a lease.
5. The refusal occurred after Defendants knew of Plaintiff's disability, accommodation requests, fair-housing activity, habitability complaints, code-related complaints, requests for records and accounting, and defense of successive eviction proceedings.
6. Plaintiff alleges that the current owner and manager adopted, ratified, and continued an eviction strategy inherited from prior ownership, while refusing to provide a neutral lease

process, comparable advertised terms, meaningful accommodation, or the records needed to evaluate the claimed rent balance and housing decisions.

7. Plaintiff's claims against the attorney Defendants are not based merely on ordinary advocacy, filing papers, or appearing in court. They are based on the alleged extra-litigation direction to current housing management to deny Plaintiff a lease and on participation in or interference with current housing decisions.

8. Plaintiff does not ask this Court to act as an appellate court over a state judgment. Plaintiff seeks relief for independent acts of discrimination, retaliation, interference, fabrication or alteration of evidence, nonservice of dispositive motions, extra-litigation direction of housing decisions, and joint participation in a state-assisted deprivation. Any state-court rulings are relevant as events and overt acts, not as the source of the federal court's appellate jurisdiction. Plaintiff concurrently seeks narrowly tailored temporary and preliminary relief under Fed. R. Civ. P. 65 to preserve the status quo, prevent imminent displacement and loss of housing stability, and allow adjudication of the independent federal claims before the threatened restitution process causes irreparable harm.

9. The claims against the current owner, current manager, and their current agents are based primarily on conduct occurring after the June 2026 ownership and management transfer. Those post-acquisition acts, including the refusal to provide a lease and the adoption or continuation of the challenged housing decisions, had not occurred when Plaintiff's earlier federal litigation was resolved.

JURISDICTION AND VENUE

10. This Court has federal-question jurisdiction under 28 U.S.C. § 1331 because the Complaint arises under the Fair Housing Act and 42 U.S.C. § 1983, and civil-rights jurisdiction under 28 U.S.C. § 1343.

11. This Court has jurisdiction under 42 U.S.C. § 3613(a), which authorizes an aggrieved person to bring a civil action in an appropriate United States district court.

12. The Court has supplemental jurisdiction over the related Oregon claims under 28 U.S.C. § 1367 because they form part of the same case or controversy.

13. Venue is proper under 28 U.S.C. § 1391(b)(2) because the dwelling and a substantial part of the events and omissions at issue are located in Multnomah County, Oregon.

14. The property is Gresham Park Apartments, including Plaintiff's dwelling at 805 NE Kane Drive, Apartment 109, Gresham, Oregon.

PARTIES

15. Plaintiff James E. Jacobson, Jr. is a resident of Oregon and an aggrieved person within the meaning of the Fair Housing Act. Plaintiff has physical impairments that substantially limit one or more major life activities, including mobility and related daily activities. Plaintiff has requested disability-related accommodations and accessible treatment in connection with his tenancy.

16. Defendant 51 Willow Park LLC, also identified in some records as Willow Park 51 LLC, is alleged to be the current owner of Gresham Park Apartments. The exact legal name should be confirmed from the deed, acquisition documents, and Oregon business records.

17. Defendant AV Equity, entity form presently unknown, doing business as Equity Management, and Defendant Equity Management LLC, if separate, are alleged to have managed the property, communicated with Plaintiff, made or implemented lease and possession decisions, and acted as agents of the current owner.

18. Defendant Warren Allen LLP is an Oregon law firm that has represented owner-side entities in the successive eviction matters concerning Plaintiff's tenancy. Plaintiff further alleges that the

firm, acting through Bradley S. Kraus and others, participated outside the courtroom in directing or controlling the current manager's decision not to offer Plaintiff a new lease.

19. Defendant Bradley S. Kraus is an attorney associated with Warren Allen LLP. Plaintiff alleges that Kraus initiated, directed, caused, or materially participated in successive eviction proceedings and in the extra-litigation housing strategy challenged here, including the instruction reported by management that Plaintiff was not to receive a renewed or new lease.

20. Defendant Geoffrey B. Korol is an attorney associated with Warren Allen LLP who appeared, filed papers, or participated in the current FED proceeding. Plaintiff alleges that Korol participated in implementing the owner-side litigation strategy and in presenting or relying on the disputed financial and tenancy materials without appearing in the action.

21. Defendant Brisbee & Stockton LLC is an Oregon law firm whose attorneys represented prior owner-side entities in Multnomah County Circuit Court Case No. 25CV00838 and participated in dispositive ORCP 21 motion practice that Plaintiff alleges was never previously discussed, conferred with, and not properly served and was later treated as unopposed.

22. Defendant Grant D. Stockton is an attorney and managing member or partner of Brisbee & Stockton LLC who has largely taken over for Mr. Clardy, and participated in, authorized, supervised, or ratified the challenged litigation conduct, but has never communicated or conferred concerning Plaintiff

23. Defendant Michael P. Clardy is an attorney who, while associated with Brisbee & Stockton LLC, rarely communicated with Plaintiff and participated in the ORCP 21 motion practice in Case No. 25CV00838, in which Plaintiff has no record of any attempt by Clardy to communicate.

24. Defendant Monica Ramos, was at relevant times a director, manager, or senior representative of Equity Management. She spoke with Plaintiff on or about June 17 and June 19, 2026, concerning a new lease and rental terms.

25. Does 1-10 are persons or entities whose names and roles are presently unknown and who authorized, directed, ratified, funded, implemented, or benefited from the challenged housing decisions. Plaintiff will seek leave to amend when their identities are learned.

26. State-Actor Does 11-20 are presently unidentified court, clerk, administrative, enforcement, or other governmental personnel who, to the extent discovery establishes nonimmune personal participation, agreement, or substantial cooperation, jointly participated in the particular deprivations alleged below. Plaintiff does not seek damages against a judicial officer merely for a judicial ruling and will amend after identities and roles are established.

27. At all relevant times, each Defendant acted as a principal, agent, employee, representative, joint participant, aider, or ratifier of one or more other Defendants. The owner and manager are responsible for the acts of persons who exercised actual or apparent authority over leasing, accommodations, services, rent accounting, repairs, and possession decisions. Plaintiff alleges concerted action and civil conspiracy as a theory of joint responsibility for the underlying statutory and tort violations, not as a free-standing Oregon tort.

FACTUAL ALLEGATIONS

A. Plaintiff's Tenancy, Disability, and Protected Activity

28. Plaintiff has occupied Apartment 109 at Gresham Park Apartments for approximately six years.

29. During the tenancy, Plaintiff notified owners, managers, agents, counsel, governmental agencies, and courts of disability-related needs, accessibility issues, habitability problems, code

concerns, disputed rent accounting, tendered payments, and the need for a meaningful and accessible process.

30. Plaintiff's disability-related requests have included accessible parking and access, disability-sensitive communication and participation, and reasonable treatment of procedures affecting his ability to use, enjoy, and retain his dwelling.

31. Plaintiff also complained in good faith about mold or water intrusion, rodent activity, electrical problems, bathroom electricity or lighting, ventilation, locks and security, parking and access, plumbing, and related conditions.

32. Plaintiff sought repairs, code enforcement, fair-housing protection, rental assistance, accurate rent accounting, recognition of rent tenders, and judicial relief. These activities are protected by federal and Oregon law.

B. Three Successive Eviction Proceedings

33. Within approximately one year, owner-side entities and their agents caused or pursued three residential eviction proceedings concerning the same long-term tenancy: Multnomah County Circuit Court Case Nos. 24LT05538, 25LT16272, and 26LT08153.

34. Warren Allen LLP and Bradley S. Kraus represented, advised, directed, or participated on the owner side in all of these matters. Plaintiff alleges that the repeated proceedings followed and responded to his fair-housing, disability, habitability, code, accounting, and civil-rights activity.

35. Case No. 25LT16272 was voluntarily dismissed before Plaintiff's defenses and counterclaims were adjudicated. Case No. 26LT08153 followed later protected activity and relied on disputed rent and ledger assertions.

36. Plaintiff repeatedly requested the operative notices, complete ledgers, payment and tender records, assignment documents, management authority, repair records, accommodation records,

and communications concerning the successive proceedings. Defendants and related entities did not provide the records.

37. The refusal or failure to provide records is alleged as evidence of motive, control, and pretext. Plaintiff does not plead a standalone Fair Housing Act claim merely because discovery was disputed in state court.

C. Transfer to the Current Owner and Manager

38. On or about June 14, 2026, the property was transferred from the prior ownership to the current owner. Current management then assumed control of Plaintiff's dwelling, tenant file, rental relationship, repair obligations, accommodation obligations, and decisions concerning possession.

39. After the transfer, the current owner and manager did not begin with a neutral review of Plaintiff's tenancy. Instead, they adopted, ratified, or continued the existing eviction strategy and the disputed rent and possession positions advanced by prior ownership and Warren Allen.

40. The current owner and manager knew or should have known of Plaintiff's disability and protected activity through the transferred tenant file, communications, court filings, accommodation records, repair and code records, and direct communications with Plaintiff.

D. Refusal to Provide a Lease and Comparable Terms

41. On or about June 17 and June 19, 2026, Plaintiff spoke with Monica Ramos, a director or senior representative of current management. Plaintiff indicated that he lacked a current written lease and requested a new written lease or rental agreement from the current owner or manager.

42. Plaintiff also asked to be offered terms comparable to those publicly offered for Unit 110, an identical or materially similar apartment directly across the hall. Unit 110 was advertised at

approximately \$1,350 per month while owner-side entities asserted a monthly rent for Plaintiff of approximately \$1,453, during the relevant period.

43. Monica Ramos refused to provide a new lease or renewal and stated, in substance, that Warren Allen had told management not to renew or provide Plaintiff a lease.

44. Management did not provide Plaintiff a neutral written leasing decision, objective rental criteria, an individualized explanation, an accommodation process, or an opportunity to obtain the comparable advertised terms.

45. The reported direction from Warren Allen tied the current manager's housing decision to the attorneys and litigation strategy involved in Plaintiff's prior fair-housing, disability, habitability, and eviction disputes.

46. Upon information and belief, the refusal to lease, the continuation of unequal terms, and the adoption of the eviction strategy were motivated at least in part by Plaintiff's age and/or disability, accommodation needs, and protected fair-housing activity, and were specifically designed to make his continued occupancy more difficult or impossible.

E. Accommodation and Habitability After Acquisition

47. After acquisition, the current owner and manager continued to have a duty to respond reasonably to known disability-related needs and to maintain the dwelling in a habitable condition.

48. Despite actual or constructive notice, the current owner and manager failed to provide a meaningful accommodation process and continued or failed to correct material conditions affecting Plaintiff's safe and equal use of the dwelling.

49. The conditions and service failures have included, as applicable during the current owner's period of control, water intrusion or mold, rodent activity, electrical or lighting problems,

ventilation problems, plumbing concerns, locks or security problems, and parking or access barriers.

50. Plaintiff has suffered loss of housing security, diminished use and enjoyment, emotional distress, inconvenience, out-of-pocket expenses, increased moving and replacement-housing costs, and other damages.

F. Attorney Participation and Limits of the Allegations

51. Plaintiff observed Warren Allen LLP identified in state electronic case information in a manner that appeared to list the firm both as counsel and as a party. Plaintiff does not rely on that electronic label alone to establish ownership, a fee interest, or party status.

52. Plaintiff presently does not plead as an established fact that Warren Allen LLP or Kraus owns a financial stake in the lawsuit or property or is paying the current owner's legal fees. The exact financial, agency, indemnity, fee, and control relationships are within Defendants' possession and may be determined through appropriate discovery.

53. The present claims against the attorney Defendants rest on the specific allegation that current management reported receiving their direction not to offer Plaintiff a lease, together with their alleged participation in a retaliatory housing strategy, not simply on protected courtroom advocacy.

G. Coordinated Course of Conduct and Agreement

54. Plaintiff alleges that the owner-side entities, successive management companies, Warren Allen attorneys, Brisbee & Stockton attorneys, and their agents shared information and coordinated a continuing objective: defeat or prevent adjudication of Plaintiff's disability and fair-housing claims, create a paper record of nonpayment, deny him a neutral lease or comparable terms, and force him from the property.

55. The agreement may be inferred from the repeated use of overlapping rent allegations and records across three FED proceedings; the involvement of the same attorneys and related owners or managers; the transfer of the strategy to the new owner and manager; the statement that Warren Allen directed management not to provide a lease; and the coordinated use of motions, exhibits, and possession procedures described below.

56. Overt acts included preparing or submitting disputed financial summaries and ledgers; relying on a purported lease that Plaintiff alleges was forged or materially altered; withholding complete accounting and tender records; filing or obtaining rulings on dispositive motions that Plaintiff did not receive; refusing a new lease on counsel's instruction; proceeding with a prima facie FED presentation while Plaintiff was absent during an ADA-related medical interruption; and obtaining immediate possession and a Notice of Restitution.

57. The conduct was intended to chill and punish Plaintiff's fair-housing activity, disability-accommodation requests, habitability complaints, litigation, and efforts to obtain documentary proof.

H. Contrived Financial Submissions and Purported Forged Lease

58. In Case Nos. 24LT05538, 25LT16272, and 26LT08153, owner-side parties submitted, offered, or relied on rent ledgers, account summaries, cure figures, or financial statements purporting to establish nonpayment. Plaintiff alleges that the statements were materially contrived because they omitted or misapplied rent tenders, retained Fidelity bank or share drafts, credits, court-registry payments, disputed utilities and late fees, habitability abatements and offsets, and inconsistent payment instructions.

59. The financial submissions also treated disputed or unsupported charges as fixed debt, carried balances from one proceeding into another without a complete transaction history, and failed to disclose the lower advertised rent for the identical or materially similar Unit 110.

60. In Case No. 26LT08153, Defendants submitted, offered, or relied on a document purporting to be Plaintiff's signed lease or rental agreement. Plaintiff did not sign the document in the form presented. The authentic copy provided to Plaintiff was unsigned, and Plaintiff alleges that the version used against him contained an altered, copied, fabricated, or otherwise unauthorized signature or material terms.

61. The lease and financial allegations are pleaded on personal knowledge as to Plaintiff's signature, tenders, payments, records received, and account history, and on information and belief as to who created, altered, approved, transmitted, or directed the use of the disputed documents. Those internal facts are principally within Defendants' possession.

62. Plaintiff relies on the allegedly false or altered submissions as overt acts, evidence of retaliatory motive and agreement, and components of the state-assisted deprivation. He does not yet plead a separate federal cause of action denominated "fraud on the court."

I. Unserved ORCP 21 Motion and Dismissal Procedure

63. In Multnomah County Circuit Court Case No. 25CV00838, Brisbee & Stockton attorneys filed a renewed or additional ORCP 21 motion on or about May 23, 2025. Plaintiff alleges that he did not receive that motion through the electronic system, email, mail, or personal service before the court acted.

64. The motion requested oral argument, and the court set argument for June 13, 2025. The hearing was later canceled. The court treated the motion as unopposed and dismissed the action with prejudice, although the register reflected an earlier opposition and Plaintiff promptly disputed the service, notice, and unopposed-motion premise.

65. ORCP 9 ordinarily requires service of written motions that may not be heard *ex parte*. Plaintiff alleges that the nonservice, the representation or implication that the motion was

unchallenged, and the procurement of dismissal without a meaningful opportunity to respond were parts of the coordinated effort to prevent adjudication of his housing and civil-rights claims.

J. State-Assisted FED Deprivation and Notice of Restitution

66. On July 15, 2026, Plaintiff appeared by Webex for trial in Case No. 26LT08153. At approximately 11:45 a.m., during a medical episode, Plaintiff informed the court that he needed to contact the court's ADA coordinator. The court allowed a brief recess.

67. The ADA coordinator instructed Plaintiff to stand by, do nothing, and wait while she contacted the judge. Plaintiff followed that direction and did not intend to abandon trial or waive any defense. The coordinator did not call him back, and Plaintiff did not receive a telephone call or an effective instruction from the court to disregard the coordinator and rejoin immediately.

68. The court resumed in Plaintiff's absence. The owner-side parties and Warren Allen attorneys proceeded with a prima facie presentation, offered their evidence without Plaintiff's cross-examination or objections, and obtained a judgment for immediate possession.

69. On July 23, 2026, a Notice of Restitution was placed on Plaintiff's door, setting a July 28, 2026 move-out deadline. The judgment and restitution process placed the coercive power of the State behind the private Defendants' demand for possession and threatened the physical seizure of Plaintiff's home.

70. Plaintiff does not allege that ordinary resort to a court, standing alone, makes every private litigant or lawyer a state actor. He alleges that the private Defendants were willful participants in the particular state-assisted deprivation because they used allegedly false or altered evidence, proceeded during a known disability-related absence, requested and obtained immediate state possession process, and caused governmental personnel to issue and implement coercive restitution process before Plaintiff received a meaningful opportunity to present his defenses.

71. Upon information and belief, Defendants and one or more State-Actor Does reached an understanding, engaged in substantial cooperation, or knowingly participated in a procedure that deprived Plaintiff of possession without constitutionally adequate notice and opportunity to be heard. The communications, e-filing audit trail, Webex records, ADA-coordinator communications, courtroom communications, exhibit history, judgment-processing records, and restitution-routing records are principally within Defendants' and governmental custodians' possession.

K. Financial Abuse of an Elderly and Disabled Vulnerable Person

72. Plaintiff is an elderly person, age 65 or older, and also alleges that he is a person with disabilities and a vulnerable person within the meaning of ORS 124.100.

73. During the relevant period, owner-side entities asserted or demanded monthly rent of approximately \$1,453 for Plaintiff's Unit 109 while publicly advertising the physically adjacent and substantially identical Unit 110 for \$1,350 per month, approximately \$103 less. The units share a hallway and are materially identical two-bedroom, one-bathroom, approximately 800-square-foot units, except that Unit 110 may have a mirror-image layout.

74. Over a period of years, owners, managers, and their agents assessed, demanded, collected, retained, or attempted to collect full rent, rent increases, utilities, late fees, and other charges while the dwelling allegedly remained materially uninhabitable, while refusing a complete and reliable accounting, and while using disputed or contrived ledgers and a purported altered lease to support collection and eviction pressure.

75. Plaintiff alleges that Defendants knew of his age, disability-related vulnerability, longstanding repair and habitability claims, tenders, credits, abatements, and accounting disputes, yet used their superior control over the ledger, payment channels, cure figures, rental-assistance process, and threat of eviction to obtain or retain money that was not lawfully due.

76. Plaintiff does not base the financial-abuse claim solely on the fact that another apartment was advertised for less. The lower comparable rent is evidence of unequal and potentially pretextual pricing. The alleged wrongful taking rests on the combined use of discriminatory or retaliatory pricing, unsupported charges, omitted credits and tenders, known habitability abatements, incomplete accounting, and allegedly false or altered supporting documents.

77. To the extent any Defendant wrongfully took or appropriated Plaintiff's money or property, or knowingly permitted another person to do so, the conduct constitutes financial abuse under ORS 124.100 and ORS 124.110. The exact amounts, payment applications, responsible recipients, and allocation among former and current owner-side entities are within Defendants' records and will be established through discovery.

COUNT I

Fair Housing Act - Disability Discrimination and Unequal Terms

78. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

79. This Count is asserted against the current owner, the current management Defendants, Monica Ramos, and any Doe Defendant who participated in the leasing and occupancy decisions.

80. Plaintiff is a renter with a disability protected by 42 U.S.C. § 3604(f). Defendants knew or should have known of his disability.

81. Defendants discriminated in the rental, terms, conditions, privileges, services, or availability of Plaintiff's dwelling by refusing a neutral lease process, denying or discouraging continued rental, imposing or maintaining unequal terms, and making continued occupancy unavailable or more difficult because of disability.

82. The refusal to provide Plaintiff a lease while an identical or materially similar unit was publicly offered at lower rent, combined with Defendants' knowledge of disability and accommodation activity and the absence of neutral criteria, supports an inference of discriminatory treatment and pretext.

83. The conduct violated 42 U.S.C. § 3604(f)(1) and (2) and caused Plaintiff actual injury.

COUNT II

Fair Housing Act - Failure to Make Reasonable Accommodations

84. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

85. This Count is asserted against the current owner, the current management Defendants, Monica, and responsible Doe Defendants.

86. Plaintiff requested, or Defendants had transferred and direct notice of requests for, reasonable accommodations in rules, policies, practices, services, access, parking, communication, and housing procedures.

87. The requested accommodations were necessary to afford Plaintiff an equal opportunity to use and enjoy the dwelling and to participate meaningfully in decisions threatening his housing.

88. Defendants refused, ignored, failed to investigate, failed to engage in a meaningful process, or continued policies and practices that denied the requested equal opportunity.

89. The conduct violated 42 U.S.C. § 3604(f)(3)(B) and caused Plaintiff actual injury.

COUNT III

Fair Housing Act - Retaliation, Coercion, and Interference

90. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

91. This Count is asserted against all Defendants.

92. Plaintiff exercised and sought to exercise rights protected by the Fair Housing Act by requesting disability accommodations, opposing disability discrimination, pursuing fair-housing and civil-rights claims, seeking repairs and accessible treatment, and assisting in the presentation of fair-housing issues.

93. Defendants knew of this protected activity. They subjected Plaintiff to adverse and interfering conduct, including successive eviction pressure, refusal to provide a new lease, unequal rental terms, denial of a neutral accommodation and leasing process, and extra-litigation direction that current management not renew or lease to Plaintiff.

94. The close timing, repeated proceedings, adoption of the prior strategy by new ownership, direct statement attributed to Warren Allen, and refusal to provide neutral reasons support a causal connection between Plaintiff's protected activity and Defendants' conduct.

95. By directing, causing, adopting, ratifying, assisting, or implementing that conduct, Defendants coerced, intimidated, threatened, or interfered with Plaintiff in the exercise or enjoyment of rights protected by 42 U.S.C. § 3604.

96. The conduct violated 42 U.S.C. § 3617 and caused Plaintiff actual injury.

COUNT IV

Oregon Disability Housing Discrimination, Assistance, and Interference

97. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

98. This Count is asserted against all Defendants to the extent each directly participated, assisted, induced, incited, coerced, or interfered.

99. Defendants refused or discouraged rental, imposed distinctions or restrictions in rental terms and services, failed to make reasonable accommodations, and assisted or interfered with disability-protected housing rights.

100. The conduct violated ORS 659A.145(2), (7), and (8).

101. Plaintiff is entitled to the remedies available under ORS 659A.885 and other applicable law.

COUNT V

Oregon Landlord Retaliation

102. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

103. This Count is asserted against the current owner, current management Defendants, and responsible Doe Defendants.

104. Plaintiff complained in good faith about tenancy conditions, disability discrimination, fair-housing violations, rent accounting, and code and habitability issues; sought governmental and judicial assistance; and performed acts to assert rights secured to tenants under federal, state, and local law.

105. After and because of those acts, Defendants brought, adopted, ratified, continued, or threatened possession action; refused a new lease; decreased or withheld services; and interfered with Plaintiff's use and enjoyment.

106. The conduct violated ORS 90.385, subject to the statutory defenses and exceptions to be determined on a complete evidentiary record.

107. Plaintiff seeks the remedies provided by ORS 90.375, ORS 90.385, and other applicable law.

COUNT VI

Oregon Habitability and Tenant Damages

108. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

109. This Count is asserted against the current owner, current management Defendants, and responsible Doe Defendants for the period of their ownership, control, or management.

110. Defendants knew or reasonably should have known of material conditions affecting waterproofing, plumbing, electricity, rodents or vermin, walls and ceilings, ventilation, locks and security, and other safe and habitable use.

111. Defendants failed to maintain the premises in a habitable condition as required by ORS 90.320.

112. Under ORS 90.360, Plaintiff may recover damages and obtain appropriate injunctive relief for landlord noncompliance.

113. Plaintiff seeks damages for diminution in rental value, loss of use and enjoyment, out-of-pocket costs, property loss if proved, emotional and physical effects to the extent legally recoverable, and other consequential damages.

COUNT VII

42 U.S.C. § 1983 - Joint Action, Procedural Due Process, and Equal Protection

114. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

115. This Count is asserted against the private owner, management, and attorney Defendants and Private-Actor Does who jointly participated with State-Actor Does in the particular deprivation. It is pleaded in the alternative to the Fair Housing Act claims.

116. Plaintiff possessed a protected interest in the continued possession and use of his home and in a meaningful opportunity to be heard before the State used its coercive power to dispossess him.

117. The private Defendants acted under color of state law by becoming willful participants in joint action with State-Actor Does and by invoking, directing, substantially participating in, and

obtaining state-issued possession and restitution process through the coordinated acts alleged above.

118. Defendants deprived Plaintiff of procedural due process by obtaining possession and restitution process without constitutionally adequate notice and an effective opportunity to confront the purported lease, financial statements, party authority, rent tenders, accommodation issues, and other defenses.

119. Defendants also intentionally used or participated in the state process in a manner influenced by Plaintiff's disability and protected fair-housing activity, depriving him of equal protection and equal access to governmental housing procedures.

120. The conduct was a moving force and proximate cause of the possession judgment, Notice of Restitution, threatened seizure of Plaintiff's home, loss of housing security, emotional distress, costs, and other damages.

121. The conduct violated the Fourteenth Amendment and 42 U.S.C. § 1983. Plaintiff seeks compensatory damages, punitive damages against appropriate individual private Defendants, declaratory relief directed to the independent conduct, and fees and costs as allowed by 42 U.S.C. § 1988.

121A. This Count enforces independent rights secured by the Due Process and Equal Protection Clauses. It does not use 42 U.S.C. § 1983 as a substitute vehicle for rights created solely by Title II of the Americans with Disabilities Act. Plaintiff's disability, accommodation requests, and communications with the court's ADA coordinator remain relevant to whether the state process afforded meaningful access, adequate notice, and a fair opportunity to be heard.

COUNT VIII

Abuse of Process - Oregon Law

122. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

123. This Count is asserted against the owner, management, and attorney Defendants and Private-Actor Does who directed, ratified, or participated in the misuse of process.

124. Defendants had ulterior purposes collateral to the legitimate determination of possession, including forcing Plaintiff to surrender his long-term home, punishing and chilling protected fair-housing and disability activity, avoiding repairs and accommodation duties, suppressing adjudication of Plaintiff's claims, and obtaining leverage unrelated to an accurate rent determination.

125. Defendants committed willful acts not proper in the regular conduct of the proceedings, including using allegedly contrived financial submissions and a purported forged or altered lease, withholding material accounting and tender information, obtaining rulings on a dispositive motion Plaintiff did not receive, proceeding during the ADA-related absence, and procuring immediate restitution process before Plaintiff could present his defenses.

126. The abuse culminated in an actual judgment affecting possession and a Notice of Restitution threatening seizure of Plaintiff's dwelling, and caused injuries beyond the ordinary burdens of litigation, including threatened displacement, moving and replacement-housing expense, loss of housing security, severe distress, and impairment of Plaintiff's ability to use and enjoy his home.

127. Plaintiff is entitled to compensatory and punitive damages and other relief allowed by Oregon law.

COUNT IX

Financial Abuse of a Vulnerable Person - ORS 124.100 to 124.140

128. Plaintiff incorporates paragraphs 1 through the preceding paragraph.

129. This Count is asserted against the owner, management, attorney, and Private-Actor Doe Defendants to the extent each wrongfully took or appropriated Plaintiff's money or property, caused the taking, or knowingly permitted another person to engage in the financial abuse.

130. Plaintiff is an elderly person and vulnerable person within ORS 124.100. Defendants knew or should have known of his age, disability, vulnerability, and dependence on stable housing and limited Social Security income.

131. Defendants wrongfully took or appropriated Plaintiff's money by assessing, demanding, receiving, retaining, applying, or attempting to enforce rent and related charges that were inflated, unsupported, discriminatory, retaliatory, or not lawfully due after accounting for payments, tenders, credits, habitability abatements, diminution in rental value, and the advertised terms for the substantially identical Unit 110.

132. The wrongful means included the alleged use of contrived financial statements, incomplete ledgers, omitted tenders and credits, disputed utility and late-fee charges, a purported altered or forged lease, refusal to provide a complete accounting, and eviction pressure directed at an elderly and disabled tenant.

133. Defendants who did not directly receive Plaintiff's money nevertheless caused or knowingly permitted the financial abuse by directing, approving, ratifying, transmitting, enforcing, or failing to stop the challenged charges and collection strategy under circumstances in which a reasonable person should have known of the abuse.

134. Under ORS 124.100, Plaintiff seeks three times his economic damages and three times his noneconomic damages, reasonable attorney fees if recoverable, and all other relief allowed by law. Under ORS 124.120, Plaintiff also seeks temporary, preliminary, and permanent injunctive relief necessary to restrain and remedy the financial abuse.

135. Plaintiff will mail a copy of the complaint to the Oregon Attorney General at commencement and will file proof of mailing as required by ORS 124.100(6).

STATUTORY REPORTING AND REQUEST FOR REFERRAL

136. Oregon's elder-abuse reporting statutes establish a reporting and investigation process separate from the private civil action under ORS 124.100 to 124.140. ORS 124.060 requires specified public or private officials who have reasonable cause to believe that a person age 65 or older has suffered abuse to make or cause an immediate report under ORS 124.065.

137. The statutory list of public or private officials includes attorneys and elected officials of Oregon state or local government. The attorney reporting duty is subject to the privilege and client-protection exceptions stated in ORS 124.060(2) and (3). Plaintiff does not ask this Court to determine in this civil case that any particular official violated a reporting duty.

138. Under ORS 124.065, a required report is made immediately to the Oregon Department of Human Services or a law enforcement agency. If the Department determines that there is reason to believe a crime has been committed, it must immediately notify the law enforcement agency with jurisdiction. ORS 124.070 then provides for prompt investigation and, where appropriate, district-attorney review.

139. ORS 124.100(6) separately requires Plaintiff to mail the initial pleading in this civil financial-abuse action to the Oregon Attorney General. That mailing requirement is mandatory, but it is not itself a judicial finding of criminal conduct or a command that a prosecutor file

charges. ORS 124.125 authorizes the Attorney General, the Department of Human Services, or a district attorney to investigate and bring an action within their lawful discretion.

140. Based on the allegations of suspected financial exploitation, a purported forged or materially altered lease, allegedly contrived financial submissions, concealment or omission of payment information, and coordinated interference with civil rights, Plaintiff requests that the Court, to the extent within its authority, transmit or refer a conformed copy of the Complaint and supporting materials to Oregon Adult Protective Services, the Oregon Attorney General, the Multnomah County District Attorney, and the appropriate federal investigative authorities for independent evaluation. Plaintiff does not request that this Court adjudicate criminal guilt or direct the exercise of prosecutorial discretion.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment against Defendants as follows:

- A. Declaring that Defendants engaged in discriminatory housing practices, retaliation, interference, joint state action, abuse of process, or financial abuse as proved;
- B. Awarding actual damages, including emotional distress, loss of housing security, increased housing and moving costs, diminution in rental value, excess rent and charges, out-of-pocket losses, and other compensatory damages proved at trial;
- C. Awarding punitive damages under 42 U.S.C. § 3613(c) against any Defendant whose conduct satisfies the governing standard;
- D. Enjoining Defendants from future disability discrimination, retaliation, coercion, interference, financial abuse, destruction of relevant records, and non-neutral leasing or accommodation practices;
- E. Requiring an individualized, nondiscriminatory leasing and accommodation process, to the extent such prospective relief remains practical and lawful;

- F. Awarding appropriate relief for Oregon habitability and landlord-retaliation violations;
- G. Awarding the remedies required by ORS 124.100, including three times all economic damages and three times all noneconomic damages resulting from financial abuse, together with appropriate injunctive relief under ORS 124.120;
- H. Awarding costs and reasonable attorney fees to the extent allowed by law if counsel appears or fees otherwise become recoverable;
- I. Awarding pre-judgment and post-judgment interest as allowed by law;
- J. Awarding compensatory and punitive damages under 42 U.S.C. § 1983 against Defendants for whom such relief is legally available;
- K. Declaring that the independent joint conduct proved at trial deprived Plaintiff of due process, equal protection, and fair-housing rights, without asking this Court to exercise appellate review over the state judgment;
- L. Ordering preservation and production, through ordinary discovery, of the disputed lease versions, original electronic files and metadata, rent ledgers, tender records, e-filing and service audit trails, Webex and ADA-coordinator records, court communications, and restitution-processing records;
- M. Temporarily restraining and preliminarily enjoining the current owner, current manager, their attorneys, and persons acting in concert with them from requesting, directing, assisting, or causing enforcement of the General Judgment and Notice of Restitution in Multnomah County Circuit Court Case No. 26LT08153 until this Court can conduct an orderly preliminary-injunction hearing;
- N. Preserving Plaintiff's possession and housing stability during that limited period by prohibiting lockout, exclusion, removal or disposal of property, interruption of essential utilities, or other self-help dispossession;

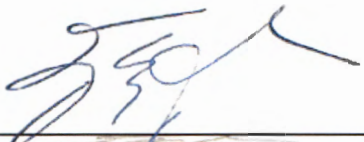
- O. Requiring Defendants to notify the Multnomah County Sheriff's Office promptly of any temporary restraint entered by this Court and to preserve all records relevant to the challenged lease, ledgers, service, accommodations, financial abuse, and restitution process;
- P. Requesting that the Court, to the extent authorized and without adjudicating criminal liability or directing prosecution, refer or transmit a conformed copy of the Complaint and supporting materials to Oregon Adult Protective Services, the Oregon Attorney General, the Multnomah County District Attorney, and appropriate federal investigative authorities for independent evaluation of the suspected elder financial exploitation, document alteration, false submissions, obstruction, and civil-rights violations alleged herein;
- Q. Waiving security under Fed. R. Civ. P. 65(c), or setting nominal security, because Plaintiff is indigent, the relief preserves the status quo, and a brief delay causes no cognizable compensable injury; and
- R. Granting such other and further relief as the Court deems just and proper.

JURY DEMAND

141. Plaintiff demands a jury trial on all claims and issues so triable.

DATED: July 28th, 2026.

Respectfully submitted,



James E. Jacobson, Jr., pro se
Plaintiff, pro se
805 NE Kane Dr., Apt. 109
Gresham, Oregon 97030
(503) 740-0676
jim.jacobson@live.com

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

James E. Jacobson, Jr.

(b) County of Residence of First Listed Plaintiff Multnomah

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

James E. Jacobson, Jr., pro se

805 NE Kane Dr., Apt 109, Gresham, OR 97030

(503) 740-0676

DEFENDANTSCounty of Residence of First Listed Defendant Multnomah

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☒ 1 | ☒ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Check Civ R 23, 42 USC 1983 & 3605

Discrimination in fair Housing

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
Not less than \$1.2M

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
07/24/2025

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____