

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF JACKSON

GRACIELA OROZCO,

Plaintiff,

vs.

RISE LAW GROUP, INC., an Oregon Corporation, MARYANNE PITCHER, and JAMIE HAZLETT,

Defendants.

Case No. 23CV20061

**AMENDED COMPLAINT—Negligence; Failure to Register Business Name; Quiet Title; Unlawful Trade Practices; Unlawful Debt Collection Practices**

**(\$103,700; ORS 21.165(1)(c))**

**Not Subject to Mandatory Arbitration**

**JURY TRIAL DEMANDED**

Ms. Graciela Orozco (Ms. Orozco) alleges as follows:

1.

At all times material herein, Ms. Orozco resided in Jackson County, Oregon.

2.

At all times material herein, Rise Law Group, Inc. was an Oregon corporation doing business in Jackson County Oregon as a law firm specializing in domestic relations. At all times material herein Rise Law Group, Inc. acted by and through its employees and agents within the course and scope of their agency.

3.

At all times material herein, Defendant's Maryanne Pitcher ("Pitcher") and Jamie Hazlett ("Hazlett") were individual attorneys and officers of Rise Law Group, Inc., residing in Jackson County, Oregon. At all times material herein, Pitcher and Hazlett have acted individually and as agents of Rise Law Group, Inc. within the course and scope of their agency.

4.

At all times material herein, one or more of the Defendants have done business as "Rise Law Group" or "Rise Law Group LLC" though neither of those names were registered

1 with the corporation division of the State of Oregon as assumed business names or as any  
2 other type of legal entity prior to notification to Defendants of the filing of this lawsuit on May  
3 16, 2023. Thereafter, Rise Law Group, Inc. registered “Rise Law Group” as an assumed  
4 business name on May 23, 2023, acknowledging the previous violation.

5 5.

6 Since February of 2020, Defendants have improperly sued approximately 61 of their  
7 former clients under the name of “Rise Law Group”. Upon information and belief, Defendants  
8 acting under the name of “Rise Law Group” and improperly collected debts against hundreds  
9 of their own clients.

10 6.

11 On or about January 22, 2020, Ms. Orozco retained Pitcher to represent her in a  
12 dissolution of marriage pursuant to the hourly retainer agreement (“Agreement”) attached  
13 hereto as Exhibit “1” and incorporated herein by this reference. At the time of the first meeting  
14 with Ms. Orozco, Ms. Pitcher’s law firm was known as “Hazlett & Associates” or “Jamie Hazlett  
15 & Associates”. However, the Agreement makes no mention of Rise Law Group, Rise Law  
16 Group, LLC, Rise Law Group, Inc. or Hazlett. The highest hourly rate authorized by the  
17 Agreement is \$250 per hour. However, Ms. Orozco was also charged rates over \$300 per  
18 hour under this Agreement as described herein.

19 7.

20 At the time that Pitcher was retained, Ms. Orozco paid \$3,851 in advance for legal  
21 services according to the Agreement. Although Pitcher was required to deposit this payment  
22 into her trust account according to the Oregon Rules of Professional Responsibility, the billing  
23 statements show that the money was paid into an account for “RISE Law Group, LLC”, an  
24 entity which does not even exist. Over the next several years, billing statements show that  
25

1 \$30,143.73 of Ms. Orozco's funds were paid into this account and used up until there were no  
2 funds remaining.

3 8.

4 Ms. Orozco's trust funds were completely exhausted by January of 2022 and she could  
5 not afford to pay more since she had placed her finances in jeopardy by paying Defendants  
6 over \$30,000 already. Although they had been working on her divorce case for over two years  
7 and passed up opportunities to get her case settled, Defendants told her not to worry since  
8 they would make her husband, Mr. Victor Orozco, pay for the attorney fees in the end. These  
9 statements were made even though Mr. Orozco, like Ms. Orozco, was a blue-collar working-  
10 class individual with limited assets that could be used more wisely in the dissolution rather  
11 than used to pay attorney fees.

12 9.

13 On March 3, 2022, Defendants had Ms. Orozco sign a purported "Disclosure and  
14 Waiver of Lawyer Conflict of Interest", a copy of which is attached hereto as Exhibit "2".  
15 Although this document contains no explanation of alternatives for Ms. Orozco to consider, it  
16 purports to obtain Ms. Orozco's fully informed consent to Defendants seeking payment for their  
17 attorney fees from property awarded to Ms. Orozco in the dissolution case, even though such  
18 action would diminish her spousal support payments.

19 10.

20 Between January of 2022 and November of 2022, Defendants added interest charges  
21 to Ms. Orozco's invoices. However, interest is not provided for in the Agreement. Although in  
22 appropriate circumstances ORS 82.010(1)(a) allows interest to be charged on open accounts,  
23 it specifies that such interest is to be charged on the last item on the account. Although the  
24 last item on Ms. Orozco's account was on October 26, 2022, Defendants started charging  
25 interest approximately five months earlier on April 4, 2022.

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11.

1 To make matters worse, the invoices impose interest charges in the future for dates  
2 that hadn't even occurred yet. Taking one of the invoices as an example, the November 2,  
3 2022 invoice (attached as Ex. 3) shows nine (9) interest charges for dates in the future, by  
4 imposing multiple charges for November 28, 2022, November 29, 2022, two amounts for  
5 November 30, 2022, four amounts for December 1, 2022, and one amount for December 2,  
6 2022. These charges are falsely included in the statement of the current total amount  
7 outstanding.  
8

9 12.

10 On August 11, 2022, Defendants filed a Notice of Attorney Lien ("Attorney Lien") in  
11 Ms. Orozco's dissolution case seeking to collect payment of \$20,453.74 in attorney fees. A  
12 copy of the Attorney Lien is attached hereto as Exhibit "4" and incorporated herein. On August  
13 12, 2022, the Attorney Lien was recorded against her home and an adjacent property Ms.  
14 Orozco owns in Jackson County, Oregon. Although Ms. Orozco needs to sell the adjacent  
15 property to comply with the judgment in her dissolution case, this lien has prevented her from  
16 doing so. Defendants have thereby impaired the interests of their own client. On October 20,  
17 2022, the letter attached hereto as Exhibit "5" was sent by Defendants to Ms. Orozco  
18 threatening to foreclose on her property. The letter was signed by Theresa Horner, a  
19 nonlawyer employee of Defendants. The letter failed to disclose that further court proceedings  
20 were necessary before Ms. Orozco's property could be sold in foreclosure.  
21

22 13.

23 On or about August 16, 2022, Ms. Orozco filed her own motions with the Court to have  
24 her attorney fees reduced and to have Defendants removed as her attorneys. On August 22,  
25 2023 the Court granted the order removing Defendants as her attorneys. Even though  
26 Defendants had been removed as Ms. Orozco's attorneys, they continued to work on her case  
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1 and continued billing her for thousands of dollars in additional work, including but not limited  
2 to their own subsequent and unnecessary motion to withdraw as attorneys and for time spent  
3 in responding to Ms. Orozco's complaint filed with the Oregon State Bar asserting unethical  
4 conduct and billing practices by one or more of the Defendants. As a result of this ongoing  
5 work and interest being added to her account, her invoiced account balance increased from  
6 \$20,453.74 to \$22,512.03 from August to November of 2022 even though Ms. Orozco had  
7 terminated Defendants as her attorneys.

8 14.

9 Ms. Orozco trusted Defendants and relied upon their statements to her detriment as  
10 described herein. This included the loss of the retainer funds paid to Defendants due to  
11 mismanagement of her case and multiple overcharges. During the course of representing Ms.  
12 Orozco in her dissolution matter, Defendants charged Ms. Orozco excessive and  
13 unreasonable amounts totaling over \$50,000. This included but was not limited to rates that  
14 were not authorized by the Agreement, charges or rates such as for Hazlett not authorized by  
15 the Agreement, charges for administrative staff performing general or secretarial tasks, and  
16 upon information and belief, charges for legal assistants and paralegals that were not qualified  
17 or certified for those positions.

18 **FIRST CLAIM FOR RELIEF**

19 **Negligence**

20 **(Against All Defendants)**

21 15.

22 Reallege paragraphs 1 through 14, incorporated herein by this reference.  
23  
24  
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16.

1 At all times material herein, Ms. Orozco reasonably believed that Defendants were  
2 acting on her behalf in their professional capacity as her attorneys. At all said times,  
3 Defendants owed Ms. Orozco a duty of care in the handling of her case and her associated  
4 finances.  
5

17.

6 At all times material herein, Defendants breached that duty of care in the handling of  
7 her case and financial affairs and were otherwise negligent in one of more of the following  
8 particulars:  
9

- 10 (a) Failing to advise her or otherwise pursue settlement opportunities for Ms. Orozco  
11 in light of her limited finances and limited assets available in the dissolution case;  
12 (b) Failing to handle, manage or allocate her account, payments, assets, and trust  
13 funds by utilizing improper and unreasonable billing, collection and professional  
14 practices; and  
15 (c) Pursuing payment of the Attorney Lien against her property for excessive or  
16 improper amounts in a manner not permitted by Oregon law.  
17

18.

18 As a direct and proximate result of Defendants' negligence, Ms. Orozco was  
19 economically damaged by paying excessive legal expenses, incurring unnecessary interest  
20 expenses and/or financing costs by having to utilize loans or credit to manage her finances,  
21 and by losing opportunities to sell her property due to the Attorney Lien. These economic  
22 damages are estimated to be approximately \$50,000 and such further amounts to be proven  
23 at trial.  
24  
25  
26

19.

1  
2 As a further direct and proximate result of Defendants' negligence, Ms. Orozco has  
3 suffered economic distress, anxiety, sleeplessness, and frustration all to her noneconomic  
4 damage in the amount of \$50,000.

5 **SECOND CLAIM FOR RELIEF**

6 **Failure to Register Business Name—ORS 648.005 et. seq.**

7 **(Against Rise Law Group, Inc.)**

8 20.

9 Re-alleges paragraphs 1 through 14.

10 21.

11 At all times material herein, the "real and true name" of the named defendant on this  
12 claim was "Rise Law Group, Inc.", pursuant to the definition set forth in ORS 648.005(6).

13 22.

14 Accordingly, at all times material herein, "RISE Law Group" and/or "RISE Law Group,  
15 LLC" were assumed business names pursuant to ORS 648.005(1)(a) since they were names  
16 used in the course of dealing with Ms. Orozco that did "not "conspicuously disclose the real  
17 and true name of each person that is carrying on, conducting or transacting the business",  
18 including but not limited to though the Attorney Lien and billing statements sent to Ms. Orozco.

19 23.

20 Rise Law Group, Inc. has thereby committed separate violations of ORS 648.008 by  
21 conducting business without registering its assumed business names.

22 24.

23 Pursuant to ORS 648.135(2), Ms. Orozco is entitled to recover \$500 for each violation,  
24 or the actual costs that the court determines she reasonably incurred to ascertain the real and  
25 true name of the Defendants, whichever is greater.  
26

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25.

Ms. Orozco is further entitled to recover her reasonable attorney fees pursuant to ORS 648.135(2).

**THIRD CLAIM FOR RELIEF**

**Quiet Title**

**(Against All Defendants)**

26.

Re-allege paragraphs 1 through 12, 20, 21, and 22, incorporated herein by this reference.

27.

Ms. Orozco is the owner in fee simple of the properties situated at 427 and 429 Berrydale Avenue, Medford Jackson County Oregon, and more particularly described in the Attorney Lien attached hereto, (“the Real Property”).

28.

The Real Property is not in the actual possession of any person other than Ms. Orozco.

29.

The Attorney Lien contains false sworn statements by Hazlet, including but not limited to that Orozco agreed to pay “MaryAnne Pitcher, Jamie Hazlett, RISE Law Group” pursuant to the Agreement. In fact, the Agreement does not mention RISE Law Group or Hazlett and contains no promise to pay either of them.

30.

The Defendants further violated Oregon law with respect to the Attorney Lien in one or more of the following particulars:

- (a) It refers to “Rise Law Group” which is not a legal entity and is not owed any money under the Agreement;



1 (b) It does not strictly comply with Oregon lien statutes since it was not served  
2 upon Ms. Orozco by registered or certified mail as required by ORS 87.450;  
3 and/or

4 (c) It includes charges beyond the scope of ORS 87.445.

5 31.

6 Defendants have not strictly complied with Oregon’s lien statutes and cannot therefore  
7 maintain their Attorney Lien. They claim some interest in the Real Property through the  
8 Attorney Lien, but such claim is without merit, and Defendants and its successors or assigns  
9 have no valid estate, title, claim, lien, or interest in the real property or any portion thereof.

10 32.

11 Ms. Orozco has no plain, speedy, or adequate remedy at law.

12 **FOURTH CLAIM FOR RELIEF**

13 **(Unlawful Trade Practices Act—ORS 646.605 et. seq.**

14 **(Against All Defendants)**

15 33.

16 Re-alleges paragraphs 1 through 14, 16, 17, 18, 21, 22, 23, 27, 29 and 30.

17 34.

18 At all times material herein, Pitcher, Hazlett and Rise Group, Inc. were each individual  
19 “persons” as defined by ORS 646.605(4) engaged in their “business, vocation or occupation”  
20 under ORS 646.608(1).

21 35.

22 At all times material herein, Defendants’ legal services, billing services, and collection  
23 services were within the definition of “real estate, goods or services” (“Services”) under ORS  
24 646.605(6) of the Oregon Unlawful Trade Practices Act (“UTPA”). These services were  
25 obtained by Ms. Orozco for personal or family purposes.  
26

1  
2 At all times material herein, Defendants violated one or more provisions of the UTPA  
3 as follows:

4 (a) Passing off Services as those of another in violation of ORS 646.608(1)(a) by  
5 providing services, billing, and seeking to collect payment from Ms. Orozco since  
6 June of 2022 for “Rise Law Group” and “Rise Group, LLC”, whereas the Agreement  
7 for Services was with Pitcher;

8 (b) Causing likelihood of confusion or of misunderstanding as to the source,  
9 sponsorship, approval, or certification of Services in violation of ORS 646.608(1)(b)  
10 by:

11 i. providing services, billing, and seeking to collect payment from Ms. Orozco  
12 since June of 2022 for “Rise Law Group” and “Rise Group, LLC”, whereas the  
13 Agreement for Services was with Pitcher;

14 ii. billing Ms. Orozco since June of 2022 an for excessive and/or improper  
15 charges, including but not limited to interest, future interest, attorney rates of  
16 \$325/per hour, and legal assistant rates of \$135/hour, which were not approved  
17 under the Agreement or otherwise appropriate;

18 iii. sending Ms. Orozco the Attorney Lien and threatening to foreclose the same  
19 even though it claimed an invalid or excessive amount, was not served in the  
20 manner required by law, and contained false statements concerning the  
21 Agreement;

22 (c) Representing that Services had approval, characteristics, benefits, quantities or  
23 qualities that the Services do not have or that a person has a status or qualification  
24 that the person does not have in violation of ORS 646.608(1)(e);  
25  
26

- i. providing services, billing, and seeking to collect payment from Ms. Orozco since June of 2022 for “Rise Law Group” and “Rise Group, LLC”, whereas the Agreement for Services was with Pitcher;
- ii. billing Ms. Orozco since June of 2022 an for excessive and/or improper charges, including but not limited to interest, future interest, attorney rates of \$325/per hour, and legal assistant rates of \$135/hour, which were not approved under the Agreement or otherwise appropriate;
- iii. completing the Attorney Lien, sending it to her, and threatening to foreclose the same even though it claimed an invalid or excessive amount, was not served in the manner required by law, and contained false statements concerning the Agreement; and/or

(d) Making false or misleading representations concerning credit availability or the nature of the transaction in violation of ORS 646.608(1)(k) by:

- i. providing services, billing, and seeking to collect payment from Ms. Orozco since June of 2022 for “Rise Law Group” and “Rise Group, LLC”, whereas the Agreement for Services was with Pitcher;
- ii. billing Ms. Orozco since June of 2022 an for excessive and/or improper charges, including but not limited to interest, future interest, attorney rates of \$325/per hour, and legal assistant rates of \$135/hour, which were not approved under the Agreement or otherwise appropriate;
- ii. completing the Attorney Lien, sending it to her, and threatening to foreclose the same even though it claimed an invalid or excessive amount, was not served in the manner required by law, and contained false statements concerning the Agreement;

37.

At all times material herein, Defendants' violations were willful in that they knew or reasonably should have known that their actions were violations.

38.

As a direct result of the forgoing violations, Ms. Orozco has suffered an ascertainable loss in the amount of the improper and excessive amounts she has paid for the Services, in the amount of \$300 in title fees incurred in connection with the Attorney Lien and in the diminution in the value of the Services provided, and in the amounts set forth in paragraph 14.

39.

Ms. Orozco is entitled to recover her economic damages in an amount to be proven at trial, or statutory damages in the amount of \$200 for each violation, whichever is greater, plus her reasonable attorney fees pursuant to ORS 646.638, Ms. Orozco further reserves the right to claim punitive damages in the future to deter further wrongdoing by Defendants.

**FIFTH CLAIM FOR RELIEF**

**Unlawful Debt Collection Practices—ORS 646.639 et. seq.**

**(Against Rise Law Group, Inc.)**

40.

Realleges paragraphs 1-14, 16-19, 21-23, 27, 28, 29, 30 37, and 38.

41.

At all times material herein, Ms. Orozco was a "consumer" as defined by ORS 646.639(1)(b) and a "debtor" as defined by ORS 646.639(1)(i).

42.

At all times material herein, Defendant Rise Law Group, Inc. engaged in "consumer transactions", as defined by ORS 646.639(1)(c), in the ordinary course of its business.

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43.

At all times material herein, the transactions between Ms. Orozco and Defendant Rise Law Group, Inc. were “consumer transactions”, as defined by ORS 646.639(1)(c).

44.

At all times material herein, Defendant Rise Law Group, Inc. was a “creditor” as defined by ORS 646.639(1)(e).

45.

At all times material herein, the amounts that Defendant Rise Law Group, Inc. charged or sought to collect from Ms. Orozco constituted “debt” as defined by ORS 646.639(1)(f).

46.

At all times material herein, Defendant Rise Law Group, Inc. was a “debt collector” as defined by ORS 646.639(1)(h).

47.

At all times material herein, Defendant Rise Law Group, Inc. violated Oregon’s Unlawful Debt Collection Practices Act by one or more of the following:

- (a) In violation of ORS 646.639(2)(c), threatening to sell Ms. Orozco’s property without disclosing that such action would require prior court proceedings, including judicial foreclosure under ORS Chapter 88; and/or
- (b) In violation of ORS 646.639(2)(n), interest that exceeded the actual debt since it was not expressly authorized by the Agreement or other law.

48.

At all times material herein, Defendant’s violations were willful in that it knew or reasonably should have known that its actions were violations.

49.

As a further direct result of these violations, Ms. Orozco has suffered economic distress, anxiety, sleeplessness, and frustration all to her noneconomic damage in the amount of \$50,000.

50.

Ms. Orozco is entitled to recover her actual damages in an amount to be proven at trial, or statutory damages in the amount of \$200 for each violation, whichever is greater, plus her reasonable attorney fees pursuant to ORS 646.641, Ms. Orozco further reserves the right to claim punitive damages in the future to deter further wrongdoing by Defendant.

**WHEREFORE**, Ms. Orozco prays for a judgment against Defendants, and each of them, as follows:

1. On her **First Claim for Relief of Negligence** against all Defendants, economic damage in the amount of \$50,000 and such further amounts to be proven at trial and noneconomic damages in the amount of \$50,000, plus interest thereon at the rate of 9% per annum;

2. On her **Second Claim for Relief for Failure to Register Business Name**, against Defendant Rise Law Group, Inc. in the amount of \$500 for each violation or the actual costs that the court determines she reasonably incurred to ascertain the real and true name of the Defendants, whichever is greater, together with her reasonable attorney fees;

3. On her **Third Claim for Relief of Quiet Title**, against all Defendants

(a) Requiring Defendants and all persons claiming under Defendant to set forth the nature of their claims, if any, to the real property described herein;

(b) Determining all adverse claims, if any, of Defendants and all persons claiming under Defendants;

1 (c) Declaring Ms. Orozco to be the owner in fee simple of the real property  
2 described above and entitled to possession thereof, free of any estate, title, claim, lien, or  
3 interest of Defendants or those claiming under Defendants and quieting title in the premises in  
4 Ms. Orozco;

5 (d) Enjoining Defendants and those claiming under Defendants from asserting  
6 any estate, title, claim, lien, or interest in the premises or any portion thereof;

7 (e) Awarding Ms. Orozco her costs and disbursements incurred herein; and

8 (f) Granting such other relief as may be equitable.

9 4. On her **Fourth Claim for Relief for Unlawful Trade Practices**, against all  
10 Defendants in the amount of her economic damages to be proven at trial, plus interest thereon  
11 at the rate of 9% per annum or the amount of \$200 in statutory damages for each violation,  
12 whichever is greater, plus her reasonable attorney fees incurred herein;

13 5. On her **Fifth Claim for Relief for Unlawful Collection Practices**, against  
14 Defendant Rise Law Group, Inc, in the amount of her noneconomic damages in the amount of  
15 \$50,000, plus her economic damages to be proven at trial, plus interest thereon at the rate of  
16 9% per annum or the amount of \$200 in statutory damages for each violation, whichever is  
17 greater, plus her reasonable attorney fees incurred herein;

18 6. Post judgment interest on all amounts at the rate of 9% per annum, until paid,  
19 pursuant to ORS 82.010 on all amounts awarded herein;

20 7. For her costs and disbursements incurred herein;

21 8.. For such other relief as the Court finds just and proper;

22 DATED May 26, 2023.

23 /s/ Matthew Sutton

24 MATTHEW SUTTON, OSB# 924797  
25 Attorney for Plaintiff Ms. Orozco

## HOURLY RETAINER AGREEMENT

THIS RETAINER AGREEMENT ("Agreement") is made between Graciela Orozco, hereinafter referred to "Client," and Maryanne Pitcher, Attorney at Law, hereinafter referred to as "Attorney".

- G.O. 1. Client agrees to employ Attorney for representation in a legal matter in connection with a Dissolution matter.
- G.O. 2. Attorney has consented to accept such employment and agrees to render the services required of her as Attorney by this Agreement on the terms and conditions herein stated. Client agrees to cooperate fully with Attorney and others working on Client's case by keeping appointments, appear for depositions, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Attorney informed of any change of address, telephone number and/or email within five (5) days of the change. When emailing the office, you will need to put your first and last name in the subject line.
- G.O. 3. OUR OFFICE IS NOT A LENDING INSTITUTION. The fees for legal services on behalf of Client shall be Client's sole responsibility and shall be billed at the rate of \$250 per hour, plus any expenses and costs and travel costs, incurred on Client's behalf.  
CASE MANAGEMENT TEAM billing rates  
Associate Attorney's rates \$200.00 to \$250.00 per hour.  
Paralegal rates \$150.00 to \$195.00 per hour.  
Legal Assistant rates \$95.00 to \$115.00 per hour.  
Discovery Clerk will be billed at a rate of \$95.00 per hour.
- G.O. 4. Client will deposit with Attorney the sum of \$3,500.00 to be held by Attorney in the firm's trust account. In addition to a \$301 filing fees and \$50 service fee or expenses with the court. Client agrees to maintain a positive balance in their trust account each month that equals their initial retainer. Attorney will not commence representation of Client until such funds are received. Attorney will provide Client with a monthly statement of fees, costs, and expenses. Upon email or mailing the monthly statement to Client, Attorney will then apply the retainer to fees earned, costs and expenses incurred on Client's behalf. Client is responsible, within ten (10) days, for paying all fees, costs, and expenses earned in excess of the balance held in the Attorney trust account. This is reflected on the statement under "Balance Due". Client agrees to thoroughly review their invoice each month upon receipt. Client prefers \_\_\_\_\_ US Mail or G.O. email delivery of the invoice. Client acknowledges that any funds received on client's behalf will be applied first toward any unpaid fees, then provided with an accounting, to the client.
- G.O. 5. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client's last known mailing address or email. If Attorney withdraws, for any reason, Attorney shall refund to Client the part of the retainer, if any, that Attorney has not earned.
- G.O. 6. Attorney may appoint another attorney to assist with the closure of Attorney's Law Office in the event of Attorney's death, disability, impairment, or incapacity. In such event, Client agrees that the assisting attorney can review Client's file to protect Client's rights and can assist with the closure of Attorney's Law Office.
- G.O. 7. Attorney will send Client information and correspondence throughout the case. These copies will be client file copies. Attorney will also keep the information in Attorney's file. When Attorney has completed all the legal work necessary for Client's case, Attorney will close Attorney's file and



return any original documents to Client. Attorney will then store the file for approximately ten (10) years. Attorney will destroy the file after that period.

G.O 8.

Another attorney in Attorney's office may be called upon to represent client if there are scheduling conflicts, illness, etc. This shall occur with client notice, but without client consent, except in the event of a special set hearing or trial.

G.O 9.

Client agrees to conform their conduct during dissolution proceedings (even if the other party is not). This involves: limiting and or ending all social media content or updating and removing any questionable material including others pages; limiting drinking especially in public forums; using explicit language in front of the children or to the ex-partner IN ANY FORM; using illicit drugs; engaging in any criminal behavior; moving in with new girlfriend or boyfriend; introducing your children too quickly to the new girlfriend or boyfriend; withholding your child from the other parent without good cause; calling the police or videotaping during child exchanges, or recording interrogating your child after exchanges. EVERYTHING you do is under a microscope and you must assume that everything you do, especially if by phone or in writing, WILL BE used against you later.

G.O 10.

Our office is here to help you with your LEGAL issues. While we care about your well-being as a person, we are not psychologists. It is not appropriate or constructive to discuss your personal matters with staff. The Attorney is happy to refer you to a counselor for emotional support if you would like. This is not to say that you should not tell Attorney relevant facts or share your true emotions when at court, or when meeting with the Attorney. All procedural and legal questions should be directed toward Attorney or her assistant by email or mail. Visits and calls to the office should be limited to the following: signing paperwork as requested by staff, dropping off documents; dropping off payments; or arriving for a scheduled appointment. All other inquiries should be done by email or mail. For your convenience, there is a locked drop box right outside the front door to the right as you walk in. Our office hours are *Monday-Thursday, 8am-12pm; and 1pm-4pm. We are closed EACH Friday for trial and case management work.*

G.O 11.

Client acknowledges reading a copy of this Agreement and consents to its terms.

  
Graciela Orozco, Client

01/22/20  
Date

  
Maryanne Pitcher, Attorney

1/22/20  
Date

**DISCLOSURE AND WAIVER OF LAWYER-CLIENT CONFLICT OF INTEREST**

**Orozco and Orozco 20DR06173**

February 28, 2022

Graciela Orozco  
427 Berry Dale Ave  
Medford, OR 97501  
grace.bernal@icloud.com

Re: Conflict of Interest

Dear Ms. Orozco:

This letter confirms that we have discussed the potential conflict of interest between us regarding the property addressed 427 Berry Dale Ave Medford, OR 97501. Specifically, we have discussed how you have an interest in this property relating to the above titled dissolution matter, and how my firm has recorded a notice of *lis pendens* on this property on your behalf. We have also discussed how my firm will be pursuing the collection of the remainder of our owed attorney's fees from this property, including through the assignment of any rent money to our firm until the fees are paid off. Our firm will continue to represent you in the dissolution matter, including as it relates to the real property.

This letter also sets forth my ethical obligations as an attorney regarding this conflict of interest.

The Oregon Rules of Professional Conduct prohibit an attorney from representing a client when the attorney's personal interests conflict with those of the client unless the client consents. Consequently, I can only act as your lawyer in this matter if you consent after being adequately informed. Rule 1.0(g) provides as follows:

(g) "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. When informed consent is required by these Rules to be confirmed in writing or to be given in a writing signed by the client, the lawyer shall give and the writing shall reflect a recommendation that the client seek independent legal advice to determine if consent should be given.

Although our interests presently appear to be consistent, my interest in this property could at some point be different than or adverse to yours. Specifically, both of us may have adverse monetary interests. It is possible that, in the future, I will attempt to collect my attorney fees from any rents collected from this property, thus depriving you of that rent. It is also possible that your husband may refinance this property in the future and I will garnish the proceeds to pay my attorney fees, thus potentially depriving you of spousal support payments from those same proceeds. These are both examples of situations in which my ability to represent your interests may be limited by my own personal interest in having my fees paid.

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EXHIBIT 1  
1 of 2

# DISCLOSURE AND WAIVER OF LAWYER-CLIENT CONFLICT OF INTEREST

Please consider this situation carefully and decide whether or not you wish to continue to have me represent you in this matter. Rule 1.0(g) requires me to recommend that you consult with another attorney in deciding whether or not your consent should be given. Another attorney could also identify and advise you further on other potential conflicts in our interests.

Very truly yours,



Jamie L. Hazlett

Maryanne Pitcher

Date: 3-3-2022

Having been fully informed of the potential conflict of interest, I hereby consent to Maryanne Pitcher continuing to represent me in this matter.



03/03/22

Graciela Orozco

Date

Translated by

Nataly Orozco

03/03/22



EXHIBIT 1

2 of 2



# INVOICE

Ex. 3 1 of 6  
Invoice # 51410  
Date: 11/02/2022  
Due Upon Receipt

## RISE Law Group

23 Newtown St  
Medford, OR 97501

Graciela Orozco  
427 Berry Dale Ave  
Medford, OR 97501

### (Graciela) Dissolution SPANISH

Type	Date	Team Member	Notes	Quantity	Rate	Total
Service	10/04/2022	Alex Stone	Telephone call: call with client re lien on house	0.20	\$150.00	\$30.00
Service	10/13/2022	Kanin Campbell	File Review - OJIN, discovery received/sent, calendar, assignments as needed: and send email re osb resolution	0.20	\$135.00	\$27.00
Service	10/24/2022	Courtney Badger-Mack	Document drafting: Drafted letter to OR Bar	0.30	\$135.00	\$40.50
Service	10/26/2022	Courtney Badger-Mack	Email review/reply: emailed letter to Oregon BAR	0.10	\$135.00	\$13.50
					<b>Total</b>	<b>\$111.00</b>

### Detailed Statement of Account

#### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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42514	01/03/2022	\$560.00	\$36.25	\$523.75
43248	02/01/2022	\$1,870.00	\$0.00	\$1,870.00
44021	03/02/2022	\$11,620.50	\$0.00	\$11,620.50
45060	04/04/2022	\$1,863.00	\$0.00	\$1,863.00
45877	05/04/2022	\$384.50	\$0.00	\$384.50
46734	06/02/2022	\$182.00	\$0.00	\$182.00
47737	07/03/2022	\$223.50	\$0.00	\$223.50
48598	08/02/2022	\$3,174.50	\$0.00	\$3,174.50
49630	09/02/2022	\$1,311.50	\$0.00	\$1,311.50
50527	10/03/2022	\$175.00	\$0.00	\$175.00

**Interest On Other Invoices**

Original Invoice	Due On	Amount Due	Payments Received	Balance Due
42514	03/05/2022	\$4.00	\$0.00	\$4.00
43248	04/03/2022	\$14.29	\$0.00	\$14.29
42514	04/04/2022	\$3.87	\$0.00	\$3.87
44021	05/02/2022	\$88.83	\$0.00	\$88.83
43248	05/03/2022	\$13.83	\$0.00	\$13.83
42514	05/04/2022	\$3.87	\$0.00	\$3.87
43248	06/02/2022	\$13.83	\$0.00	\$13.83
42514	06/03/2022	\$3.87	\$0.00	\$3.87
45060	06/04/2022	\$14.24	\$0.00	\$14.24
44021	07/01/2022	\$171.92	\$0.00	\$171.92
43248	07/02/2022	\$13.83	\$0.00	\$13.83
42514	07/03/2022	\$3.87	\$0.00	\$3.87
45060	07/04/2022	\$13.78	\$0.00	\$13.78
45877	07/04/2022	\$2.94	\$0.00	\$2.94
44021	07/31/2022	\$85.96	\$0.00	\$85.96
43248	08/01/2022	\$13.83	\$0.00	\$13.83
42514	08/02/2022	\$3.87	\$0.00	\$3.87

46734	08/02/2022	\$1.39	\$0.00	\$1.39
45060	08/03/2022	\$13.78	\$0.00	\$13.78
44021	08/30/2022	\$85.96	\$0.00	\$85.96
43248	08/31/2022	\$13.83	\$0.00	\$13.83
42514	09/01/2022	\$3.87	\$0.00	\$3.87
46734	09/01/2022	\$1.35	\$0.00	\$1.35
45060	09/02/2022	\$13.78	\$0.00	\$13.78
45877	09/02/2022	\$5.69	\$0.00	\$5.69
47737	09/02/2022	\$1.71	\$0.00	\$1.71
44021	09/29/2022	\$85.96	\$0.00	\$85.96
43248	09/30/2022	\$13.83	\$0.00	\$13.83
42514	10/01/2022	\$3.87	\$0.00	\$3.87
46734	10/01/2022	\$1.35	\$0.00	\$1.35
45060	10/02/2022	\$13.78	\$0.00	\$13.78
45877	10/02/2022	\$2.84	\$0.00	\$2.84
47737	10/02/2022	\$1.65	\$0.00	\$1.65
48598	10/02/2022	\$24.27	\$0.00	\$24.27
44021	10/29/2022	\$85.96	\$0.00	\$85.96
43248	10/30/2022	\$13.83	\$0.00	\$13.83
42514	10/31/2022	\$3.87	\$0.00	\$3.87
46734	10/31/2022	\$1.35	\$0.00	\$1.35
45060	11/01/2022	\$13.78	\$0.00	\$13.78
45877	11/01/2022	\$2.84	\$0.00	\$2.84
47737	11/01/2022	\$1.65	\$0.00	\$1.65
48598	11/01/2022	\$23.48	\$0.00	\$23.48
49630	11/02/2022	\$10.02	\$0.00	\$10.02
44021	11/28/2022	\$85.96	\$0.00	\$85.96
43248	11/29/2022	\$13.83	\$0.00	\$13.83
42514	11/30/2022	\$3.87	\$0.00	\$3.87
46734	11/30/2022	\$1.35	\$0.00	\$1.35

45060	12/01/2022	\$13.78	\$0.00	\$13.78
45877	12/01/2022	\$2.84	\$0.00	\$2.84
47737	12/01/2022	\$1.65	\$0.00	\$1.65
48598	12/01/2022	\$23.48	\$0.00	\$23.48
49630	12/02/2022	\$9.70	\$0.00	\$9.70

**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
51410	11/02/2022	\$111.00	\$0.00	\$111.00
<b>Outstanding Balance</b>				<b>\$22,512.03</b>
<b>Total Amount Outstanding</b>				<b>\$22,512.03</b>

**RISE Law Group, LLC (IOLTA)**

Date	Type	Notes	Matter	Receipts	Payments	Balance
01/22/2020	cc		04362-Orozco		\$3,851.00	\$3,851.00
03/06/2020		Payment for invoice #19333	04362-Orozco	\$795.50		\$3,055.50
04/10/2020		Payment for invoice #20669	04362-Orozco	\$1,354.50		\$1,701.00
05/04/2020		Payment for invoice #21961	04362-Orozco	\$267.00		\$1,434.00
06/01/2020		Payment for invoice #23084	04362-Orozco	\$853.00		\$581.00
06/03/2020		Payment for invoice #23241	04362-Orozco	\$15.00		\$566.00
06/12/2020		Clio Payments deposit	04362-Orozco		\$2,368.00	\$2,934.00
07/01/2020		Payment for invoice #24363	04362-Orozco	\$2,934.00		\$0.00
08/07/2020		Clio Payments deposit	04362-Orozco		\$2,000.00	\$2,000.00
08/14/2020		Payment for invoice #25804	04362-Orozco	\$124.30		\$1,875.70
08/14/2020		Payment for invoice #24363	04362-Orozco	\$245.00		\$1,630.70
08/14/2020		Payment for invoice #24363	04362-Orozco	\$1.87		\$1,628.83
09/06/2020		Payment for invoice #27221	04362-Orozco	\$1,094.00		\$534.83
09/10/2020		Clio Payments deposit	04362-Orozco		\$2,000.00	\$2,534.83
10/06/2020		Payment for invoice #28370	04362-Orozco	\$1,774.50		\$760.33

10/19/2020		Clio Payments deposit	04362-Orozco	\$1,000.00	\$1,760.33
11/02/2020		Payment for invoice #29277	04362-Orozco	\$1,308.50	\$451.83
12/07/2020		Clio Payments deposit	04362-Orozco	\$1,000.00	\$1,451.83
12/08/2020		Payment for invoice #30671	04362-Orozco	\$452.00	\$999.83
12/28/2020		Clio Payments deposit	04362-Orozco	\$500.00	\$1,499.83
12/30/2020	cash	filing fees	04362-Orozco	\$106.00	\$1,605.83
12/31/2020		Payment for invoice #31424	04362-Orozco	\$1,254.50	\$351.33
01/25/2021		Clio Payments deposit	04362-Orozco	\$1,000.00	\$1,351.33
02/02/2021		Payment for invoice #32631	04362-Orozco	\$1,351.33	\$0.00
02/04/2021	check		04362-Orozco	\$2,000.00	\$2,000.00
02/05/2021		Payment for invoice #32631	04362-Orozco	\$284.17	\$1,715.83
02/17/2021		Clio Payments deposit	04362-Orozco	\$2,000.00	\$3,715.83
02/18/2021		posted payment to wrong matter	04362-Orozco	\$1,071.00	\$2,644.83
02/26/2021		Clio Payments deposit	04362-Orozco	\$500.00	\$3,144.83
03/01/2021		Payment for invoice #33448	04362-Orozco	\$2,428.50	\$716.33
03/05/2021		Clio Payments deposit	04362-Orozco	\$2,000.00	\$2,716.33
03/09/2021		Clio Payments deposit	04362-Orozco	\$1,568.67	\$4,285.00
03/29/2021		Clio Payments deposit	04362-Orozco	\$2,000.00	\$6,285.00
04/01/2021		Payment for invoice #34624	04362-Orozco	\$4,027.06	\$2,257.94
04/06/2021		Clio Payments deposit	04362-Orozco	\$2,000.00	\$4,257.94
05/03/2021		Payment for invoice #35685	04362-Orozco	\$1,129.50	\$3,128.44
06/01/2021		Payment for invoice #36434	04362-Orozco	\$748.00	\$2,380.44
06/01/2021		Payment for invoice #36486	04362-Orozco	\$25.00	\$2,355.44
06/25/2021		Transcript of 6/8/20 and 8/24/20 hearings	04362-Orozco	\$164.50	\$2,190.94
07/01/2021		Payment for invoice #37249	04362-Orozco	\$792.00	\$1,398.94
07/07/2021	Check		04362-Orozco	\$2,128.00	\$3,526.94
08/03/2021		Payment for invoice #38245	04362-Orozco	\$651.50	\$2,875.44
09/01/2021		Payment for invoice #38964	04362-Orozco	\$1,429.50	\$1,445.94
09/03/2021	Check	Chase	04362-Orozco	\$2,094.56	\$3,540.50



09/28/2021	credit card	audio fee	04362-Orozco	\$9.00		\$3,531.50
10/04/2021		Payment for invoice #39897	04362-Orozco	\$2,529.50		\$1,002.00
10/12/2021	billed	transcript	04362-Orozco	\$18.75		\$983.25
10/19/2021	Check		04362-Orozco		\$18.75	\$1,002.00
11/02/2021		Payment for invoice #40666	04362-Orozco	\$655.00		\$347.00
11/12/2021			04362-Orozco	\$50.00		\$297.00
12/01/2021		Payment for invoice #41444	04362-Orozco	\$269.50		\$27.50
12/02/2021	Cash	Change from CN transcript fees	04362-Orozco		\$8.75	\$36.25
01/03/2022		Payment for invoice #42514	04362-Orozco	\$36.25		\$0.00
<b>RISE Law Group, LLC (IOLTA) Balance</b>						<b>\$0.00</b>

**Please make all amounts payable to: RISE Law Group**

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

In the Matter of:

GRACIELA OROZCO,

Petitioner,

and

VICTOR OROZCO,

Respondent.

Case No. 20DR06173

NOTICE OF CLAIM OF ATTORNEY'S  
LIEN

Judicial Officer: Honorable Charles Kochlacs

This Attorney's lien arises out of services rendered to Petitioner by Maryanne Pitcher and Jamie L. Hazlett at RISE Law Group in the following-captioned suit in the Jackson County Circuit Court of the State of Oregon for Jackson County.

STATE OF OREGON

County of Jackson

I, Jamie L. Hazlett, being duly sworn, depose and state:

1. I am the Attorney of record for the Petitioner in the above-referenced action.
2. Pursuant to ORS 87.445, my firm is entitled to an attorney fee and compensation of \$20,453.74, plus statutory interest.
3. Pursuant to the Retainer Agreement dated January 22, 2020, Petitioner agreed to pay Maryanne Pitcher and Jamie L. Hazlett, RISE Law Group, for professional services rendered and costs incurred in the above-styled cause.

1 4. The date on which payment was due to Maryanne Pitcher and Jamie L. Hazlett for  
2 professional services rendered is August 3, 2022. The amount due is reasonable based on  
3 the services provided.

4  
5 5. Maryanne Pitcher and Jamie L. Hazlett, RISE Law Group, have not been paid for the  
6 services rendered on behalf of Respondent in this matter.

7 6. The real properties which are affected by this attorney’s lien is below. Copies of the  
8 Warranty Deeds are attached as “Exhibit 1” and “Exhibit 2,” respectively.

9 427 Berrydale Avenue  
10 Medford, Oregon 97501 (*as Exhibit 1*); and

11  
12 429 Berrydale Avenue  
13 Medford, Oregon 97501 (*as Exhibit 2*)

14  
15 7. The amount claimed is a true and bona fide existing debt as of the date of the filing of the  
16 *Notice of Claim of Attorney’s Lien.*

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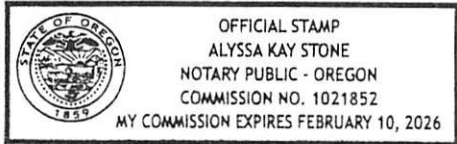
8. A charging lien is necessary in order to protect fees and costs until such time as said fees and costs are paid.

Dated: 8-4-22

[Signature]  
Jamie L. Hazlett, OSB #073572  
Attorney for Petitioner  
Email: jhazlettcaldaring@riselawgroup.org

Subscribed and sworn to before me on this 4 day of August, 2022.

[Signature]  
Notary Public for Oregon  
My commission expires: 2/10/2026



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DECLARATION OF SERVICE

I hereby declare that I served the foregoing **NOTICE OF CLAIM OF ATTORNEY'S LIEN** on:

John A. Hamilton  
The Law Offices of Hamilton & Naumes, LLC  
220 Laurel Street  
Medford, Oregon 97501  
john@hamiltonandnaumes.com

and

Tracey RH Naumes  
220 Laurel Street  
Medford, OR 97501  
tracey@hamiltonandnaumes.com

and

Graciela Orozco  
427 Berry Dale Ave  
Medford, OR 97501  
grace.bernal@icloud.com

by **mailing** a full, true, and correct copy thereof to the party at the address shown above, which is the last known address for the party on the date set forth below.

by **emailing** a full, true, and correct copy thereof to the party at the email address shown above, which is the last known email address for the party on the date set forth below.

by **electronic transmission** of a notice of filing by the electronic filing system to the email address shown above, which is the email address listed for the party in the electronic filing system, on the date set forth below.

Dated: 8/11/22

  
Courtney Badger-Mack

JACKSON COUNTY TITLE DIVISION LE-42180-8c  
CONTINENTAL LAWYERS TITLE COMPANY  
502 W. Main Street (P. O. Box 218) Medford, OR 97501 (503) 779-2811  
90-21403 WARRANTY DEED  
Howell Sub.  
(3023)

10<sup>th</sup>  
10<sup>th</sup>  
20<sup>th</sup>

KNOW ALL MEN BY THESE PRESENTS, that ,

PETE J. DINIUS and ELIZABETH DINIUS, Trustees of the Dinius Family Trust  
u.a.d. January 8, 1990

hereinafter called the Grantor, for the consideration hereinafter stated, to Grantor paid by

VICTOR G. OROZCO aka Victor Orozco G.

hereinafter called the Grantee, does hereby grant, bargain, sell and convey unto the said Grantee and Grantee's heirs, successors and assigns, that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Jackson , State of Oregon, described as follows to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

And Grantor hereby covenants to and with Grantees and the heirs of the survivor and their assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, EXCEPT

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

and that Grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

THE TRUE AND ACTUAL CONSIDERATION paid for this transfer, stated in terms of dollars is \$ 40,448.00

WHERE THE CONTEXT SO REQUIRES, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the grantor has executed this instrument this 22 day of August, 1990.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

Pete J. Dinius  
PETE J. DINIUS, Trustee

Elizabeth Dinius  
ELIZABETH DINIUS, Trustee

STATE OF OREGON  
COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 22 day of August, 1990,

by PETE J. DINIUS and ELIZABETH DINIUS, who executed this instrument freely and voluntarily

Sandra Quinton  
SANDRA QUINTON  
Notary Public for Oregon NOTARY PUBLIC - OREGON  
My commission expires 1-26-94

SPACE FOR RECORDER'S USE

Mail Tax Statements to:  
Grantee  
429 Berryvale  
Medford, Or 97501

EXHIBIT 1  
1 of 2

LE-42180

90-21403

EXHIBIT A

Beginning at a point 13.91 chains South of the northwest corner of Donation Land Claim No. 60, Township 37 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, and running thence East 377.18 feet; for a point of beginning; thence South 273.90 feet; thence West 50 feet; thence North 273.90 feet; thence East 50 feet to the point of beginning.

(Code 49-1, Account #1-049051-7, Map #372W13CA, Tax Lot #3800)  
(Code 49-1, Account #1-049050-9, Map #372W13CA, Tax Lot #3700)

SUBJECT TO:

1. 1990-91 taxes, a lien but not yet payable.
2. The effect of said property, or any part thereof, lying within the Rogue River Valley Irrigation District, and subject to all water and irrigation rights, easements for ditches and canals, and all regulations of said District. (Included in Ad Valorem Taxes)
3. Easement over that portion lying within Berrydale Road (County Road).

Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS

3:08 AUG 23 1990 P.M.

KATHLEEN S. BECKETT  
CLERK and RECORDER

By Janethella Deputy

2

EXHIBIT 1  
2 of 2

JACKSON COUNTY TITLE DIVISION LE-42180-8c  
CONTINENTAL LAWYERS TITLE COMPANY  
502 W. Main Street (P. O. Box 218) Medford, OR 97501 (503) 779-2811  
90-21403 WARRANTY DEED Howell Sub. (3)23

10<sup>00</sup>  
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KNOW ALL MEN BY THESE PRESENTS, that ,

PETE J. DINIUS and ELIZABETH DINIUS, Trustees of the Dinius Family Trust  
u.a.d. January 8, 1990

hereinafter called the Grantor, for the consideration hereinafter stated, to Grantor  
paid by

VICTOR G. OROZCO aka Victor Orozco G.

hereinafter called the Grantee, does hereby grant, bargain, sell and convey unto the  
said Grantee and Grantee's heirs, successors and assigns, that certain real property  
with the tenements, hereditaments and appurtenances thereunto belonging or appertain-  
ing, situated in the County of Jackson , State of Oregon, described as follows  
to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs, successors  
and assigns forever.

And Grantor hereby covenants to and with Grantees and the heirs of the survivor and  
their assigns, that Grantor is lawfully seized in fee simple of the above granted  
premises, free from all encumbrances, EXCEPT

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

and that Grantor will warrant and forever defend the said premises and every part and  
parcel thereof against the lawful claims and demands of all persons whomsoever, except  
those claiming under the above described encumbrances.

THE TRUE AND ACTUAL CONSIDERATION paid for this transfer, stated in terms of dollars  
is \$ 40,448.00

WHERE THE CONTEXT SO REQUIRES, the singular includes the plural and all grammatical  
changes shall be implied to make the provisions hereof apply equally to individuals and  
to corporations.

IN WITNESS WHEREOF, the grantor has executed this instrument this 22 day of  
August, 1990.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN  
VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS  
INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-  
PRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

Pete J. Dinius  
PETE J. DINIUS, Trustee

Elizabeth Dinius  
ELIZABETH DINIUS, Trustee

STATE OF OREGON  
COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 22 day of August, 1990,  
by

PETE J. DINIUS and ELIZABETH DINIUS, who executed this instrument freely and  
voluntarily

Sandra Quinton  
SANDRA QUINTON  
Notary Public for Oregon NOTARY PUBLIC - OREGON  
My commission expires 1-26-94

SPACE FOR RECORDER'S USE

Mail Tax Statements to:  
Grantee  
429 Berrydale  
Medford, Or 97501

EXHIBIT 2  
of 2



LE-42180

90-21403

EXHIBIT A

Beginning at a point 13.91 chains South of the northwest corner of Donation Land Claim No. 60, Township 37 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, and running thence East 377.18 feet; for a point of beginning; thence South 273.90 feet; thence West 50 feet; thence North 273.90 feet; thence East 50 feet to the point of beginning.

(Code 49-1, Account #1-049051-7, Map #372W13CA, Tax Lot #3800)  
(Code 49-1, Account #1-049050-9, Map #372W13CA, Tax Lot #3700)

SUBJECT TO:

1. 1990-91 taxes, a lien but not yet payable.
  
2. The effect of said property, or any part thereof, lying within the Rogue River Valley Irrigation District, and subject to all water and irrigation rights, easements for ditches and canals, and all regulations of said District. (Included in Ad Valorem Taxes)
  
3. Easement over that portion lying within Berrydale Road (County Road).

Jackson County, Oregon  
 Recorded  
 OFFICIAL RECORDS  
 3:08 AUG 23 1990 P.M.  
 KATHLEEN S. BECKETT  
 CLERK and RECORDER  
 By *Janet Keller* Deputy

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EXHIBIT 2  
2 of 2



Ex. 5

## RISE Law Group

October 20, 2022

**By E-Mail/U.S.P.S.**

Graciela Orozco  
427 Berry Dale Ave  
Medford, OR 97501  
grace.bernal@icloud.com

**Jamie L. Hazlett**  
jhazlettcalendaring@riselawgroup.org

**Maryanne Pitcher**  
mpitchercalendaring@riselawgroup.org

**Garrett Ramsey**  
gramseycalendaring@riselawgroup.org

**ACCOUNT PAST DUE**  
**Re: Balance Owing for Graciela Orozco in Amount of \$22,301.57**

Re: In the Matter of: Graciela Orozco and Victor Orozco  
Jackson County Court Case No. 20DR06173

Dear Ms. Orozco:

This is an attempt to collect payment from you for the amount overdue as indicated above. We are prepared to release our lien as it relates to the distressed property located at 429 Berrydale Ave., so that a sale may be accomplished, however we have the right to pursue foreclosure of the lien as it relates to your property at 427 Berrydale Ave. We will pursue foreclosure on your property if you do not arrange payment in full through a refinance, loan or other means.

You have 10 days to let us know your intentions regarding the above outstanding balance. If we do not hear from you we will proceed with foreclosure.

Thank you for your prompt attention to this matter.

Sincerely,

Theresa Horner  
cc: client / file

EXHIBIT 2  
1 of 1

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**CERTIFICATE OF SERVICE**

STATE OF OREGON            )  
  ) ss.  
County of Jackson            )

I hereby certify that I served the within and foregoing document on May 29, 2023, by electronic service in accordance with ORCP 9H by submission through the State of Oregon Electronic Filing System to the following:

Rise Law Group, Inc.  
Jamie Hazlett  
[jhazlettcalendaring@riselawgroup.org](mailto:jhazlettcalendaring@riselawgroup.org)  
[jamie hazlett esq@gmail.com](mailto:jamie hazlett esq@gmail.com)

Maryanne Pitcher  
[mpitchercalendaring@riselawgroup.org](mailto:mpitchercalendaring@riselawgroup.org)

/s/ Matthew Sutton  

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Matthew Sutton, OSB #924797  
Attorney for Plaintiff