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**Pro Hac Vice Pending*

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

[PORTLAND DIVISION]

TOTAL REAL ESTATE GROUP, LLC, an
Oregon limited liability company,

Case No.: _____

Plaintiff,

v.

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

STEVE STRODE, in his official capacity as
the Oregon Real Estate Commissioner;
ELLEN ROSENBLUM, in her official
capacity as Attorney General for the State of
Oregon's Department of Justice,

Defendants.

INTRODUCTION

1. Selling or buying a home is more than dollars and cents. Homeowners develop an intimate attachment to the homes where their lives have played out, watching children grow, nurturing relationships with neighbors, and experiencing the tragedies and triumphs of everyday life. Likewise, homebuyers look not just for the best deal, but also for a space they can call their own for years to come.

2. Understandably, buyers and sellers often wish to express these personal feelings about the homes in which they have lived or hope to live. Buyers can do this by writing what real estate brokers¹ call a “love letter,” a personal note to a seller explaining why they love the home they are hoping to make their own. Such letters might describe the buyer’s captivation with the view of the sunset out a living room window, their excitement about nearby hiking trails, or their plans for using a reading nook on the second floor. Sellers often find value in such letters because they want the home they have loved to continue to be loved and cared for in return. A seller also derives more pragmatic value from such letters because they indicate a buyer’s commitment to closing a deal.

3. The State of Oregon, however, has banned such letters, rendering this financially and emotionally significant decision into an impersonal process little different from purchasing groceries at the self-checkout machine.

4. In June 2021, the Oregon Legislature passed H.B. 2550, a gag rule that forbids sellers’ agents from passing along to a seller “any communications other than customary

¹ In Oregon, a broker is any individual who holds an active real estate license. ORS 696.010. Oregon law also refers to brokers as buyers or sellers agents in their specific representative capacity. This complaint uses the term broker generally, and agent only when referring specifically to a broker’s role as a buyer’s agent or seller’s agent.

documents in a real estate transaction, including photographs, provided by a buyer.” The purpose of this gag rule is to prevent the exchange of love letters, though it reaches other communications as well. The Legislature believes the gag rule is justified “to help a seller avoid selecting a buyer based on the buyer’s race, color, religion, sex, sexual orientation, national origin, marital status or familial status as prohibited by the Fair Housing Act (42 U.S.C. 3601, *et seq.*)”

5. This censorship is based on mere speculation that sellers might sometimes rely on information in these letters to discriminate based on a protected class. Indeed, when bill sponsor Mark Meek testified about the bill, he asked rhetorically whether such letters lead to discrimination. His answer was “maybe not.” The National Association of Realtors (NAR) has similarly confirmed that it knows of no Fair Housing claim arising from a love letter.²

6. Guesswork is not adequate grounds for suppressing truthful speech. Nor can the Legislature broadly prohibit expression because a small portion of it might theoretically prompt some people to violate the law. State and federal law already prohibit discrimination in housing.

7. Oregon’s ban violates the First Amendment rights of brokers and their clients. While the First Amendment protects speech generally, speech regarding something as significant as a home purchase warrants careful protection. This is not simply speech about buying a widget or article of clothing from Walmart. The home has long held a special place in “our culture and our law.” *City of Ladue v. Gilleo*, 512 U.S. 43, 58 (1994). Speech related to this fundamental institution deserves the same solemn regard.

² Oregon Bans Love Letters, Realtor Magazine (July 9, 2021), <https://magazine.realtor/daily-news/2021/07/09/oregon-bans-buyer-love-letters> (“we are not aware of instances in which these letters have led to lawsuits or legal action elsewhere in the country”).

JURISDICTION AND VENUE

8. This action arises under the First Amendment to the United States Constitution, made applicable to the states by the Fourteenth Amendment. This Court has jurisdiction through 42 U.S.C. § 1983 and 28 U.S.C. § 1331. Declaratory relief is authorized by the Declaratory Judgment Act, 28 U.S.C. § 1331.

9. Under *Ex Parte Young*, 209 U.S. 123 (1908), actions against state officials seeking prospective injunctive relief are not barred by sovereign immunity.

10. As explained below, H.B. 2550, codified at Section 696.805, of the Oregon Revised Statutes, bars real estate brokers representing sellers from transmitting to the seller any communications that are not a customary part of a real estate transaction. Plaintiff Total Real Estate Group, LLC (TREG) has a number of licensed Oregon real estate brokers who are professionally affiliated with TREG and who represent homebuyers and sellers in Oregon. Beginning in January 2022, TREG's real estate brokers will have to adjust their communications to sellers in order to comply with H.B. 2550. Thus, a present and concrete controversy exists between the parties.

11. Venue is proper in this District under 28 U.S.C. § 1391(b)(2). Plaintiff TREG has its principal place of business in this District and enforcement of the challenged law will take place here.

PARTIES

12. Total Real Estate Group, LLC is a boutique real estate firm with its principal place of business in Bend, Oregon, and an office in Portland. The licensed designated principal broker affiliated with TREG supervises the professional real estate activity of about twenty licensed brokers throughout Oregon. TREG focuses on the purchase and sale of residential housing

13. Defendant Steve Strode is sued in his official capacity as the Oregon Real Estate Commissioner. He is responsible for enforcing the provisions of the sections of the Oregon code dealing with Real Estate and Escrow Activity (ORS 696) which includes the love letter ban.

14. Defendant Ellen Rosenblum is sued in her official capacity as Attorney General for the State of Oregon's Department of Justice. The Department of Justice is responsible for enforcing the love letter ban.

GENERAL ALLEGATIONS

Oregon's love letter ban

15. On September 25, 2021, Oregon Governor Kate Brown signed into law House Bill 2550, the first of its kind in the nation, referred to here as the "love letter ban."

16. The love letter ban, slated to take effect in January 2022, amends Section 696.805 of the Oregon Revised Statutes, which lists various legal duties for real estate brokers representing someone selling their home. House Bill 2055 adds the following obligation to that list: "In order to help a seller avoid selecting a buyer based on the buyer's race, color, religion, sex, sexual orientation, national origin, marital status or familial status as prohibited by the Fair Housing Act (42 U.S.C. 3601, *et seq.*), a seller's agent shall reject any communication other than customary documents in a real estate transaction, including photographs, provided by a buyer."

17. The law is designed to bar what the real estate industry often calls "love letters." In discussing the love letter ban, Oregon's Real Estate Commissioner Steve Strode described them as "notes, letters, and pictures that buyers may submit along with their offers to purchase in order

to create an emotional connection between sellers and buyers—especially when significant competition exists on a given property.”³

18. Such letters might explain why a potential buyer likes the home or community, whether the buyer intends to occupy the home, or why the buyer will be reliable in closing on the home.

19. The law extends broadly to prohibit all such communications, even those that contain no facts that might indicate a protected class status. The law even extends beyond just love letters, requiring a seller’s agent to “reject” “any communication” that is not “customary,” including verbal communications.

20. The love letter ban, by only allowing “customary” documents, appears to also prohibit cover letters written by the buyer’s broker on the buyer’s behalf. If a love letter written by the buyer is not included with an offer, TREG brokers representing buyers will usually draft their own cover letter to include with an offer. The cover letter might explain any number of pertinent details about a buyer that have no relation to protected class status. These may include the reason why the buyer is planning on a lower down payment, the buyer’s rationale for moving to the area, such as having secured a good job, or something the buyer liked about the neighborhood, such as a nearby park or bike path. These cover letters can convey to the seller and the seller’s broker that the buyer is motivated and able to follow through on the purchase.

21. The law does not, however, bar a buyer from sending a love letter directly to a seller. Nor does it prohibit a seller from inquiring about protected class status or seeking such information from other sources.

³ https://www.oregon.gov/rea/newsroom/Pages/2021_OREN-J/New-Legislation-Related-to-Your-License.aspx.

22. While neither statute nor formal rule defines “customary,” Real Estate Commissioner Steve Strode issued a public statement regarding the Commission’s interpretation of the term: “First, regarding customary documents, the Agency interprets that to mean disclosure forms, sales agreements, counter offer(s), addenda, and reports. Love letters would not be considered customary documents.”⁴ Mr. Strode has indicated that he does not expect any rulemaking regarding the love letter ban.

23. Violations of the love letter ban would be subject to investigation and a disciplinary proceeding by Commissioner Strode or his agents. Violations may be punished by public reprimand, the denial of a renewal of a real estate license or the suspension and revocation of a license. There is also the possibility of civil penalties under ORS 696.585.

The law’s impact on buyers, sellers, and TREG’s brokers

24. The inability to use communications that are not “customary” will hurt homebuyers, sellers, and real estate brokers throughout Oregon.

25. TREG’s real estate brokers have found that love letters provide benefits to both buyers and sellers, and their agents. A significant portion of TREG’s real estate transactions include a love letter from a buyer. Brokers will also regularly include information similar to that contained in a love letter in cover letters that they prepare to transmit to a seller’s agent. In addition, seller’s agents will frequently ask for information similar to that contained in love letters and will convey that information to the seller along with their own recommendations and insights.

26. Love letters can help underdog buyers gain a competitive edge. A seller will sometimes forego the highest offer on the basis of a persuasive love letter. In one of many

⁴ https://www.oregon.gov/rea/newsroom/Pages/2021_OREN-J/New-Legislation-Related-to-Your-License.aspx.

experiences with love letters, a TREG real estate broker, in purchasing her own first home in Bend, Oregon, competed with multiple investors who had placed higher offers. The broker and her husband submitted a letter explaining their connection to Bend, and that they were looking to buy their first home and put down roots in the area. The seller was excited to help them buy their first home and settle down in Bend and took their offer over higher investor offers

27. Sellers also benefit from love letters. In TREG's experience, sellers typically ask for information about the buyers. Sellers that TREG brokers have represented have often found great value in learning details such as what the buyer likes about the property, whether the buyer is buying to occupy, or whether this is the buyer's first home purchase. Often, a seller may want to have a sense of whether a buyer is shopping around, has the means to follow through, owns anything in the immediate vicinity, or why they selected the seller's property over other similar neighboring properties. If the home has sentimental or historic significance, as many do, a seller may also have a special interest in a buyer's desire to care for and preserve it, something that can only be conveyed by a love letter or similarly prohibited communication.

28. The ban on love letters may especially hinder the ability of sellers who want to sell to a buyer who intends to occupy a home. The investor market for single family rental housing is growing and is projected to continue to grow dramatically.⁵ But many sellers prefer to have their home bought by someone who will actually live there. Love letters allow a buyer who intends to occupy a home to convey this important information to the seller..

29. TREG itself also benefits from love letters. When a smaller real estate firm like TREG represents owner-occupant buyers, love letters offer an important means for TREG to

⁵ Patrick Clark, Blackstone Bets \$6 Billion on Shifting Path to Suburban Homes, Bloomberg (June 22, 2021), <https://www.bloomberg.com/news/articles/2021-06-22/blackstone-makes-6-billion-bet-on-u-s-suburban-home-rentals>,

compete with large investment firms and institutional buyers that may be able to outspend TREG's clients. It is often this personalized approach that gives TREG a competitive edge in a hot real estate market, particularly in states like Oregon and locations like central Oregon, where broker to broker communications and relationships are paramount.

30. TREG brokers also benefit from love letters and cover letters when representing sellers for similar reasons—they provide useful information which helps the broker assess the strength and reliability of the offer. If no love letter or cover letter is included in an offer, a TREG broker will typically call the buyer's agent to learn more about the buyer's circumstances. Moreover, sellers often ask TREG brokers about the buyer.

31. Love letters allow a buyer to inform a seller of his intentions for the property. This is particularly valuable when a seller has lived in a home and has an emotional attachment to the property and to the community. Sellers may, for instance, care about their neighbors and want to make sure that the property is purchased by someone who will live in that neighborhood rather than someone who will use the property for short-term rentals, or a seller may hope to preserve how her family has traditionally used the property—such as maintaining a family farm for agricultural use.

32. Furthermore, love letters allow a buyer to express unique reasons why a property might be a good fit. For instance, a buyer can explain that she already has family or friends in the neighborhood. A buyer can also describe how a location is convenient to access employment, or other facilities such as local hospitals. Perhaps a buyer wants to express his love of dogs and the major benefit close access to a dog park gives him. Or perhaps a prospective buyer enjoys gardening and wants to tell the seller that the sun hits the backyard just right to allow the buyer to

grow prize winning tomatoes. A buyer may also simply be enamored with the view, the architectural styles, or any number of other physical properties.

33. Love letters also help a seller gauge the interest and commitment of a buyer. If a buyer expresses a strong interest in closing a deal on a particular property, then a seller may prefer that offer over one with slightly better terms or financing but that may take longer to close or may involve drawn-out negotiations. If a buyer does not send a love letter or show particular interest in a property, then this may show a level of indifference or nonchalance that is undesirable for a seller.

34. The list of reasons that a buyer may wish to write a love letter or that a seller may find the information in such a letter to be helpful and persuasive is nearly endless. However, for those sellers who are not interested in or do not desire to receive love letters, there is nothing to preclude them from directing their brokers to refuse them.

35. Oregon law forbids, or at the very least substantially burdens, this valuable exchange of truthful and non-misleading information. These benefits to sellers, buyers, and real estate brokers will be lost thanks to Oregon's love letter ban.

36. Love letters also touch upon TREG brokers' ethical obligations and fiduciary duties to their clients. TREG's brokers are members of the NAR and its Oregon affiliate, the Oregon Association of Realtors (OAR), and TREG's brokers follow the Code of Ethics and Standards of Practice published by NAR. The Code requires TREG's brokers to avoid "concealment of pertinent facts relating to the property or the transaction." Pertinent facts encompass the entirety of a written offer, including letters and photos accompanying the offer. Hence, if a TREG broker's seller asks for information about a buyer that does not pertain to a protected class, and the broker is in possession of a love letter that contains such details, the broker has an ethical obligation to

disclose it. Likewise, other factual disclosures pertinent to a transaction that are not “customary” are prohibited by the law. The love letter ban prohibits brokers from acting on this ethical responsibility.

37. Similarly, TREG’s brokers must comply with legal obligations that conflict with the love letter ban. When representing sellers, TREG’s brokers have an affirmative duty to “disclose material facts known by the seller’s agent” and to avoid “action that is adverse or detrimental to a seller’s interest in a transaction.” A love letter may contain material facts, particularly where a seller has asked about information regarding the buyer contained in such a letter. Rejecting non-customary communications, as H.B. 2550 requires, may also be detrimental to a seller’s interests if the letter contains information that the broker believes that the seller would find valuable in deciding to whom to sell property.

38. TREG brokers are also concerned that the love letter ban may extend so far as to bar the use of pre-approval letters. A pre-approval letter is a communication from a lender confirming that the buyer has been approved for financing. Including a pre-approval letter is standard practice among TREG brokers and the brokers with whom they work. Pre-approval for financing (or lack of pre-approval) is a material fact that TREG brokers feel ethically obligated to disclose to sellers. Yet such letters are not included in the list of “customary” documents provided by the Real Estate Commissioner.

39. Thanks to the love letter ban, TREG brokers plan to alter their business practices and their speech when the law takes effect in 2022. Beginning January 1, 2022, TREG brokers representing sellers will communicate only the boilerplate Oregon Real Estate Forms published and provided by Oregon Real Estate Forms, LLC, or forms that are substantially similar. All other communications from buyers, verbal or written, will be rejected, including love letters and cover

letters. This is a substantial change in TREG's business practices, which would typically allow for love letters and other less formal communications that TREG brokers believe in their professional judgment would be useful to a seller.

The lack of evidence that love letters cause harm

40. While the love letter ban harms homebuyers, sellers, and brokers, it does little to nothing to further the state's interest in preventing discrimination.

41. The purpose of the love letter ban is to help sellers avoid discrimination based on a protected class. Yet nothing in the legislative record indicates that sellers frequently or ever rely on information discovered in a love letter as a basis for discriminating against someone based on a protected class. The Legislature could not point to a single Fair Housing claim arising from a love letter, and the NAR is unaware of any such claims arising from this standard practice.

42. In public testimony, the bill's sponsor, House Representative Mark Meek, expressed concerns that the standard practice of using love letters "perpetuates systemic issues of bias in real estate transactions." He said the law was meant to address unsubstantiated "implicit biases that we're not even aware of." While Mr. Meek pointed to racial disparities in home ownership, he admitted that he did not know whether love letters contributed to this trend.

43. In TREG's experience, the overwhelming majority of love letters and cover letters prohibited by the love letter ban contain no details that might hint at protected status, making discrimination, implicit or otherwise, impossible. Such letters rarely contain pictures that might reveal protected class status, either. For example, many of the photographs are merely pictures of the buyer's pets. TREG brokers have never experienced a seller client discriminating based on details in a love letter or cover letter.

44. If a TREG broker were ever to be concerned that a love letter drafted by a client could raise the specter of discrimination, the broker would address that concern with the client and recommend amending the letter. Likewise, TREG brokers would not draft cover letters that could create a risk of discrimination.

45. TREG is concerned that the love letter ban, if anything, increases the likelihood of discrimination because it allows buyers to send love letters to sellers without the intermediary of a broker to protect against that risk. Likewise, the love letter ban may make it more likely that problematic communications simply occur over the phone rather than in writing, making it more difficult to police against possible discriminatory conduct on the part of sellers.

COUNT I (First Amendment to the United States Constitution)

46. Plaintiffs incorporate all preceding paragraphs.

47. Oregon cannot ban truthful speech on the suspicion that someone somewhere might misuse it. “It is precisely this kind of choice, between the dangers of suppressing information, and the dangers of its misuse if it is freely available, that the First Amendment makes for us.” *Virginia State Bd. of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 771 (1976).

48. First Amendment protections extend to speech connected to a commercial transaction. Indeed, the public’s interest in the “free flow of commercial information . . . may be as keen, if not keener by far, than [their] interest in the day’s most urgent political debate.” *Id.* at 763. This is particularly so with regard to something so central to one’s life as a home.

49. Under the First Amendment, laws regulating commercial speech must be narrowly tailored to achieving an important government interest. *See Central Hudson Gas and Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980); *Ballen v. City of Redmond*, 466 F.3d 736, 742 (9th Cir. 2006).

50. The love letter ban is not narrowly tailored for several reasons:

51. The love letter ban rests on mere conjecture that sellers might discriminate against a protected class should they have access to love letters. *See Nixon v. Shrink Missouri Government PAC*, 528 U.S. 377, 392 (2000) (“We have never accepted mere conjecture as adequate to carry a First Amendment burden . . .”). Accordingly, there is no evidence that the ban actually furthers the state’s interest in preventing discrimination.

52. The love letter ban is underinclusive, in that it does not prohibit a buyer from sending a love letter directly to a seller. *See Metro Lights, LLC v. City of Los Angeles*, 551 F.3d 898, 904–06 (9th Cir. 2009) (holding that there must exist “a logical connection between the interest a law limiting commercial speech advances and the exceptions a law makes to its own application”).

53. The love letter ban is significantly overinclusive because it bans expression that does not mention or otherwise implicate a protected class. *See Comite de Jornaleros de Redondo Beach v. City of Redondo Beach*, 657 F.3d 936, 948 (9th Cir. 2011) (en banc) (“The Plaintiffs have identified several obvious examples of prohibited speech that do not cause the types of problems that motivated the ordinance.”).

54. The love letter ban is more extensive than necessary because obvious, less-restrictive alternatives exist, namely longstanding laws prohibiting discrimination in housing. *See id.* at 949 (“The city has various other laws at its disposal that would allow it to achieve its stated interests while burdening little or no speech.”).

55. Because the love letter ban fails intermediate scrutiny, it would also fail strict scrutiny if love letters were not considered to be commercial speech.

56. Thus, the love letter ban violates the Free Speech Clause of the First Amendment to the United States Constitution, incorporated against the states by the Fourteenth Amendment.

57. TREG has standing to bring this First Amendment claim because TREG has its own First Amendment right to convey information from buyers or lenders to sellers and to draft cover letters. TREG also has third party standing to bring this First Amendment claim on behalf of their clients whose speech rights to send and receive love letters are restricted by the love letter ban.

PRAYER FOR RELIEF

WHEREFORE, TREG prays for relief as follows:

1. For a declaration that H.B. 2550, codified as ORS 696.805(7), violates the First Amendment on its face;
2. For a preliminary and permanent injunction against enforcement of H.B. 2550 by Defendants, their agents, representatives, and employees;
3. For an award, pursuant to 42 U.S.C. 1988(b), of reasonable attorney fees, expenses, and costs; and
4. For nominal damages and such other relief as the Court deems just and proper.

DATED: November 18, 2021.

Respectfully submitted,

s/Christina M. Martin

CHRISTINA M. MARTIN
Local Counsel, OSB #084117
Attorney for Plaintiff

CIVIL COVER SHEET

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

TOTAL REAL ESTATE GROUP, LLC

(b) County of Residence of First Listed Plaintiff Deschutes County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Christina M. Martin, OSB #084117, Daniel M. Ortner, Cal. SB #329866*, Ethan W. Blevins, Wash. SB #48219*, Pacific Legal Foundation, 555 Capitol Mall, Suite 1290.

DEFENDANTS

STEVE STRODE, in his official capacity as the Oregon Real Estate Commissioner; ELLEN ROSENBLUM, in her official

County of Residence of First Listed Defendant Marion County (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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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): 28 USC 1983. Brief description of cause: Violation of the First and Fourteenth Amendment rights of Plaintiff

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1. CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 11/19/2021 SIGNATURE OF ATTORNEY OF RECORD /s Daniel Ortner

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Oregon

TOTAL REAL ESTATE GROUP,

Plaintiff(s)

v.

STEVE STRODE, in his official capacity as Oregon Real Estate Commissioner; ELLEN ROSENBLUM, in her official capacity as Attorney General for the State of Oregon's Department of Justice,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) STEVE STRODE, in his official capacity as the Oregon Real Estate Commissioner;

530 Center Street NE, Suite 100
Salem, OR 97301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Christina M. Martin, Daniel M. Ortner, Ethan W. Blevins,
Pacific Legal Foundation
555 Capitol Mall, Suite 1290
Sacramento, California 95814-4605

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Oregon

TOTAL REAL ESTATE GROUP,

Plaintiff(s)

v.

STEVE STRODE, in his official capacity as Oregon Real Estate Commissioner; ELLEN ROSENBLUM, in her official capacity as Attorney General for the State of Oregon's Department of Justice,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ELLEN ROSENBLUM, in her official capacity as Attorney General for the State of Oregon's Department of Justice,

158 12th Street NE
Salem, OR 97301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Christina M. Martin, Daniel M. Ortner, Ethan W. Blevins, Pacific Legal Foundation, 555 Capitol Mall, Suite 1290, Sacramento, California 95814-4605

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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was received by me on *(date)* _____ .

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_____ on *(date)* _____ ; or

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_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Kiren Mathews

From: info@ord.uscourts.gov
Sent: Friday, November 19, 2021 2:23 PM
To: nobody@ord.uscourts.gov
Subject: Activity in Case 3:21-cv-01677-AC Total Real Estate Group, LLC v. Strode et al Complaint

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

District of Oregon

Notice of Electronic Filing

The following transaction was entered by Martin, Christina on 11/19/2021 at 11:09:57 AM PST and filed on 11/19/2021

Case Name: Total Real Estate Group, LLC v. Strode et al
Case Number: [3:21-cv-01677-AC](#)
Filer: Total Real Estate Group, LLC
Document Number: [1](#)

Docket Text:

Complaint. Filing fee in the amount of \$402 collected. Agency Tracking ID: AORDC-8313616 Jury Trial Requested: No. Filed by Total Real Estate Group, LLC against All Plaintiffs (Attachments: # (1) Civil Cover Sheet, # (2) Proposed Summons). (Martin, Christina) (Main Document 1 replaced on 11/19/2021) (sss).

3:21-cv-01677-AC Notice has been electronically mailed to:

Christina M. Martin cmartin@pacificlegal.org, bbartels@pacificlegal.org, incominglit@pacificlegal.org, ppuccio@pacificlegal.org

Daniel M. Ortner dortner@pacificlegal.org

3:21-cv-01677-AC Notice will not be electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:Not Available

Electronic document Stamp:

[STAMP ordStamp_ID=875559790 [Date=11/19/2021] [FileNumber=7645141-0]
[098c802596d650f07fff5cab9c756af962df96a70c9d56e5827e163404fe0e4693a14
c549816d53a9a89f1f07e8a4d886d248887850e419792997dc251ce96f1]]

Document description:Civil Cover Sheet

Original filename:Not Available

Electronic document Stamp:

[STAMP ordStamp_ID=875559790 [Date=11/19/2021] [FileNumber=7645141-1]
[2b1dea1245f100c3ae79ccbbbf0946649caf8064dbace1c20d5329cf5a8fe82959f6e
2a1d67c4d025aacf2a17b43cacaf670cda404d7d7c824e6d21417d955ed]]

Document description:Proposed Summons

Original filename:Not Available

Electronic document Stamp:

[STAMP ordStamp_ID=875559790 [Date=11/19/2021] [FileNumber=7645141-2]
[14d5ab229126713a942567de3d142494d86ad3f198e1a47a8ce1b5faac2f56e0d3b1e
d02095161b1c8405bf52c4dd07e2ac2d1cec9f14e790deaed41971caa71]]

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