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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

MICHELLE OSBURN and NANCY  
WEBER-DRAEGER,

Plaintiffs,

vs.

GINA DAVIDSON, and PATRICK  
OWEN CARDEW, JR.,

Defendants.

Case No.

**COMPLAINT**

Intentional Infliction of Severe Emotional  
Distress; Negligence

**CLAIMS NOT SUBJECT TO  
MANDATORY ARBITRATION**

Amount Prayed For: \$318,000  
Filing Fee per ORS 21.160(1)(c): \$594

**JURY TRIAL DEMANDED**

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Plaintiffs MICHELLE OSBURN and NANCY WEBER-DRAEGER allege as follows and give notice of their intent to move to amend their complaint to add a claim for punitive damages:

**THE PARTIES**

1.

Plaintiffs were residential tenants at 10715 NE San Rafael, Portland, OR 97220 (“Premises”), which is a single family home that was owned by Defendant Gina Davidson until approximately August 10, 2021. Defendant Patrick Owen Cardew, Jr. is the son of

1 Defendant Davidson and was a tenant at the Premises until Ms. Osburn terminated his  
2 tenancy via a Family Abuse Prevention Act (FAPA) Restraining Order.

3  
4 **FACTUAL ALLEGATIONS**

5 2.

6 Plaintiff Michelle Osburn was a residential tenant at the Premises since  
7 approximately January 2017 through December 2021. Ms. Osburn originally moved into the  
8 Premises with Defendant Cardew. Ms. Osburn is a survivor of Defendant Cardew's past acts  
9 of domestic violence and his ongoing attempts to threaten to harm or kill Ms. Osburn.  
10

11 3.

12 In April 2019, Plaintiff Nancy Weber-Draeger moved into the Premises. Ms. Weber-  
13 Draeger moved out of the Premises in or around December 2021.

14 4.

15 During the period when Ms. Osburn and Mr. Cardew occupied the Premises together,  
16 Ms. Osburn was subjected to what can only be described as a campaign of violent, near-  
17 homicidal terror and carnage by Mr. Cardew.  
18

19 5.

20 On multiple occasions, Defendant Cardew physically assaulted Ms. Osburn. On  
21 multiple occasions, Mr. Cardew threatened to Ms. Osburn that he would seriously hurt or kill  
22 her. In 2018, Mr. Cardew fired a shotgun at Ms. Osburn. Mr. Cardew threatened that he  
23 would have Ms. Cardew rolled up into a rug and shipped to Guatemala.

24 //

25 //

1 6.

2 In October 2020, Ms. Osburn filed a Family Abuse Prevention Act (“FAPA”) Petition  
3 against Defendant Cardew (Osburn v. Cardew, 20PO10017). The court granted the Petition  
4 and issued a restraining order that ousted Mr. Cardew from the Premises. That order was not  
5 contested. The Restraining Order excluded Mr. Cardew from being within 150 feet of Ms.  
6 Osburn, the Premises, and her place of work.

7 7.

8 Despite the Restraining Order that is supposed to prevent Mr. Cardew from coming  
9 within a certain distance of Ms. Osburn and her home, Mr. Cardew violated the order on  
10 multiple occasions. Mr. Cardew has also threatened to burn down the Premises.

11 8.

12 On February 25, 2021, the court hearing the criminal contempt charge issued an order  
13 extended the exclusion zone to 500 feet from Ms. Osburn’s home.

14 9.

15 Defendant Cardew has also threatened Ms. Weber-Draeger and on one occasion  
16 locked her inside of his car with him and refused to let her out.

17 10.

18 Mr. Cardew has inflicted the following damage to the Premises: holes in the front  
19 door; holes throughout the interior of the home; damaged door frames; broken sliding glass  
20 door; shotgun blasts through cabinet doors; damage to garage; clutter throughout the interior  
21 and exterior of the Premises.

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11.

Immediately after Defendant Cardew was ousted from the Premises, Defendant Davidson entered into discussions with Scott Dalinger and his company Coast 2 Coast House Buyers, LLC. Defendant Cardew threatened Ms. Osburn and stated that he would kill her before allowing her to continue living at the Premises. Upon information and belief, Ms. Davidson intended to lease the Premises to Mr. Dalinger and to provide Mr. Dalinger with a twelve-month period in which he could exercise an option to buy the Premises.

12.

However, the Premises of course were still occupied by Plaintiffs. Ms. Davidson then ordered Mr. Dalinger to pressure Plaintiffs into moving out of the Premises. Such attempts began in November 2020 and continued through January 2021.

13.

In January 2021, Defendant Davidson initially attempted to evict Plaintiffs with a pretextual notice of termination alleging that Plaintiffs had failed to provide access to the Premises for an inspection by Defendant Davidson and Mr. Dalinger in the middle of the COVID-19 pandemic. Defendant Davidson then filed a FED action (21LT00437) that was dismissed at Ms. Davidson's request.

14.

On or about March 10, 2021, Defendant Davidson issued a second termination to Plaintiffs, alleging that Plaintiffs need to provide access to their home for an inspection and alleging that certain conditions in the yards, front door, and driveway needed to be cleaned up and/or repaired.

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15.

On April 15, 2021, Ms. Davidson filed the second FED action.

16.

Ms. Davidson served a notice to terminate Plaintiffs’ tenancy and brought an action for possession against Plaintiffs because Ms. Osburn is a survivor and ongoing target of domestic violence perpetrated by Plaintiff’s son. Upon information and belief, Ms. Davidson attempted to evict Plaintiffs because Ms. Osburn ousted Ms. Davidson’s abusive son Defendant Cardew from the Premises. Ms. Davidson’s actions are an attempt to circumvent the specific domestic violence protections of the FAPA and ORLTA.

17.

On July 29, 2021, a stipulated judgment of dismissal in the second FED action was entered by the court. The parties dismissed the action without prejudice to any party’s claims, defenses, counterclaims, and/or replies.

18.

As a result of being forced to go through the experience of two separate FED cases, Plaintiffs were forced to live in an ongoing state of utter uncertainty and with the threat of imminent homelessness. This has caused Plaintiffs significant mental anguish, including depression, anxiety, fear, hopelessness, and frustration.

19.

Defendant Davidson also failed to maintain the Premises in a habitable state. Defendant Davidson failed to maintain the premises in a habitable condition as required by ORS 90.320, in that the premises substantially lacked the following from the commencement of Plaintiffs’ tenancy or subsequently:

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- 1. Effective waterproofing and weather protection of roof and exterior walls, including windows and doors, in that in the front door, bedroom window, and sliding glass door were damaged by Defendant Cardew, allowing water and cold air into the home.
- 2. Buildings, grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin in that Defendant Cardew amassed vehicles, car parts, wood and other items in the yards and driveway of the Premises and Defendant Davidson failed to abate them.
- 3. Floors, walls, ceilings, stairways and railings maintained in good repair in that Defendant Davidson did not repair any of the damage to the walls caused by Mr. Cardew.

20.

All of these actions interfered with Plaintiffs' ability to feel like they have a safe or habitable home. Plaintiffs still live in terror of future violent acts by Defendant Cardew.

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1 **FIRST CLAIM FOR RELIEF**

2 **Assault and Battery**

3 **(As to Defendant Cardew)**

4 21.

5 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.

6 22.

7 On multiple occasions, Defendant Cardew violently assaulted and battered Ms.  
8 Osburn.

9 23.

10 Ms. Osburn suffered physical injuries and extreme, ongoing emotional distress due to  
11 these violent assaults.

12 24.

13 Defendant Cardew has also threatened and assaulted Ms. Weber-Draeger.

14 25.

15 As a result of Defendant Cardew's conduct, Plaintiff Osburn has suffered damages in  
16 the amount of \$150,000.

17 26.

18 As a result of Defendant Cardew's conduct, Plaintiff Weber-Draeger has suffered  
19 damages in the amount of \$25,000.

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23 //

1 **SECOND CLAIM FOR RELIEF**

2 **False Imprisonment**

3 **(As to Defendant Cardew)**

4 27.

5 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.

6 28.

7 In early 2021, Defendant Cardew confined Ms. Weber-Draeger inside of her car and  
8 against her will.

9 29.

10 Defendant Cardew intended this act which caused the confinement.

11 30.

12 Plaintiff Weber-Draeger was aware of the confinement.

13 31.

14 Defendant Cardew’s confinement of Plaintiff Weber-Draeger was unlawful.

15 32.

16 As a result of Defendant Cardew’s conduct, Plaintiff Weber-Draeger has suffered  
17 noneconomic damages in the amount of \$25,000.

18 **THIRD CLAIM FOR RELIEF**

19 **Illegal Discrimination on Basis of Status as Survivor of Domestic Violence –**  
20 **ORS 90.449**

21 **(As to All Defendants)**

22 33.

23 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.

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34.

Defendant Davidson served a two notices to terminate a tenancy and brought two actions for possession against Plaintiffs because Ms. Osburn is a survivor and ongoing target of domestic violence perpetrated by Defendant's son. Upon information and belief, Defendant attempted to evict Defendants because Ms. Osburn ousted Defendant Cardew with a Family Abuse Prevention Act ("FAPA") restraining order in October 2020 (20PO10017). Upon information and belief, Defendant Cardew conspired with Defendant Davidson to retaliate against Ms. Osburn in this manner and encouraged Defendant Davidson to terminate the tenancy and file the eviction proceedings.

35.

In January 2021, Defendant Davidson initially attempted to evict Plaintiffs with a pretextual notice of termination alleging that Plaintiffs had failed to provide access to the Premises. Defendant Davidson then filed a FED action (21LT00437) that was dismissed at Defendant's request. Defendant's actions in issuing the January 2021 notice of termination and bringing the prior FED action for possession represent two separate and distinct violations of ORS 90.449.

36.

In March 2021, Defendant Davidson again attempted to evict Plaintiffs with a pretextual notice of termination alleging that Plaintiffs had failed to provide access to the Premises and citing certain conditions existing in the exterior area of the Premises. Defendant Davidson then filed a second FED action (21LT01430) that was ultimately dismissed pursuant to an agreement between the parties. Defendant's actions in issuing the March 2021

1 notice of termination and bringing the second FED action for possession represent two  
2 separate and distinct violations of ORS 90.449.

3 37.

4 Defendant Davidson and Cardew are liable for four separate and distinct violations of  
5 ORS 90.449. Pursuant to ORS 90.449, Plaintiff Osburn is entitled to damages in an amount  
6 up to two months' rent or twice the actual damages sustained, whichever is greater, for each  
7 violation. Defendants are liable to Plaintiff Osburn for damages in the amount of \$150,000.  
8

9 Attorney Fees

10 38.

11 Plaintiff had to retain an attorney to protect her rights, and she seeks reasonable  
12 attorney fees pursuant to ORS 90.255.  
13

14 **FOURTH CLAIM FOR RELIEF**

15 **(Retaliation – ORS 90.385)**

16 **(As to All Defendants)**

17 39.

18 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.  
19

20 40.

21 Defendant Davidson retaliated against Plaintiffs by disrupting their quiet enjoyment  
22 and serving them with a notice of termination because of Plaintiffs' assertion of their rights  
23 and for making complaints related to the tenancy. Plaintiffs made complaints to Defendant  
24 Davidson about Defendant Cardew and his ongoing campaign of harassment and threats  
25 directed towards Plaintiffs. Upon information and belief, Defendant Cardew conspired with  
26

1 Defendant Davidson to retaliate against Plaintiffs and encouraged Defendant Davidson to  
2 terminate the tenancy and file the eviction proceedings.

3 41.

4 Plaintiffs have also asserted their rights pursuant to Oregon’s HB 4213, which  
5 provides that a landlord “may not, and may not threaten to[,]...[t]ake any action that would  
6 interfere with a tenant’s possession or use of a dwelling unit based on a tenant’s nonpayment  
7 balance[.]” § (5)(a). These provisions were extended into the current year through the  
8 Governor Brown’s signing of House Bill 4401.  
9

10 42.

11 ORS 90.385(1) prohibits a landlord from retaliating against a tenant by decreasing  
12 services, serving notice to terminate the tenancy, or by bringing or threatening to bring an  
13 action for possession after the tenant has invoked the protection of any right secured to  
14 tenants under any federal, state or local law tenant or made any good faith complaint about  
15 the tenancy or testified against the landlord in any judicial, administrative or legislative  
16 proceeding.  
17

18 43.

19 Plaintiffs engaged in protected activity by asserting their rights to safe housing.  
20 Defendant Davidson retaliated against Plaintiffs because of this protected activity by serving  
21 them with a notice of termination and by filing a FED eviction action. Plaintiffs’ protected  
22 activity was a factor that made a difference in Defendant’s decision to serve the notice of  
23 termination and Complaint.

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1 44.

2 Pursuant to ORS 90.385, Plaintiffs are entitled to damages in an amount up to three  
3 months' rent or three times actual damages sustained, whichever is greater, for each  
4 retaliatory act. Plaintiffs suffered harsh tangible consequences of the habitability violations  
5 including anxiety, sleeplessness, stress, loss of appetite and depression. As a result of  
6 Defendants' conduct, Plaintiffs have suffered damages in the amount of \$150,000 per  
7 Plaintiff.  
8

9 Attorney Fees

10 45.

11 Plaintiffs had to retain an attorney to protect their rights, and they seek reasonable  
12 attorney fees pursuant to ORS 90.255.  
13

14 **FIFTH CLAIM FOR RELIEF**

15 **(Habitability Violations – ORS 90.320; ORS 90.362)**

16 **(As to Defendant Davidson)**

17 46.

18 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.  
19

20 47.

21 Defendant Davidson failed to maintain the premises in a habitable condition as  
22 required by ORS 90.320, in that the premises substantially lacked the following from the  
23 commencement of Plaintiffs' tenancy or subsequently:

- 24 1. Effective waterproofing and weather protection of roof and exterior walls,  
25 including windows and doors, in that in the front door, bedroom window, and  
26

1 sliding glass door were damaged by Defendant Cardew, allowing water and cold  
2 air into the home.

- 3 2. Buildings, grounds and appurtenances at the time of the commencement of the  
4 rental agreement in every part safe for normal and reasonably foreseeable uses,  
5 clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage,  
6 rodents and vermin, and all areas under control of the landlord kept in every part  
7 safe for normal and reasonably foreseeable uses, clean, sanitary and free from all  
8 accumulations of debris, filth, rubbish, garbage, rodents and vermin in that  
9 Plaintiff's son amassed vehicles, car parts, wood and other items in the yards and  
10 driveway of the Premises and Defendant has failed to abate them.  
11  
12 3. Floors, walls, ceilings, stairways and railings maintained in good repair in that  
13 Defendant Davidson did not repair any of the damage to the walls caused by  
14 Defendant Cardew.

15 Reduced Rental Value

16 48.

17 As a result of the foregoing conditions, Plaintiffs suffered damages in the sum of  
18 \$18,000 under ORS 90.360 (2), including reduced rental value.

19 49.

20 At all material times, the rental agreement between Plaintiff Osburn and Defendant  
21 Davidson set the rent at \$1500 per month.

22 //

23 //

24 //

1 Additional Appropriate Damages

2 50.

3 In addition to the damages of reduced rental value, Plaintiffs are also entitled to other  
4 appropriate damages under ORS 90.360(2) and ORS 90.125(1). Appropriate damages are the  
5 “tangible consequences such as physical illness, medical bills, inability to sleep, to eat or  
6 work in [her] dwelling, separation of family members or similar disruptions of [her] personal  
7 life result[ing] from the events or conditions that breach[ed] the standards of secure  
8 occupancy and essential services guaranteed by the act . . . .” *Brewer v. Erwin*, 287 Or 435,  
9 450 (1979). This includes “physical hardship and impairment.” *Id.* Plaintiffs suffered harsh  
10 tangible consequences of the habitability violations including anxiety, sleeplessness, stress,  
11 loss of appetite and depression. These tangible consequences of Defendant’s habitability  
12 violations caused Plaintiffs additional actual damages in the amount of \$150,000 per  
13 Plaintiff.  
14

15 Attorney Fees

16 51.

17 Plaintiffs had to retain an attorney to protect their rights, and they seek reasonable  
18 attorney fees pursuant to ORS 90.255.  
19

20 **SIXTH CLAIM FOR RELIEF**

21 **Intentional Infliction of Severe Emotional Distress**

22 **(As to All Defendants)**

23 52.

24 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.  
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53.

As described above in paragraphs, Defendant Davidson has made repeated attempts to unlawfully evict Plaintiffs. Defendant Cardew has assaulted Ms. Osburn and threatened to hurt or kill her on many occasions. Defendant Cardew has assaulted Ms. Weber-Draeger and imprisoned her in his car against her will.

54.

Defendants Davidson and Cardew intended to inflict severe emotional distress on Plaintiffs.

55.

Defendants Davidson and Cardew's acts were the cause of the Plaintiffs' severe emotional distress.

56.

Defendants Davidson and Cardew's acts constituted an extraordinary transgression of the bounds of socially tolerable conduct.

57.

As a result of Defendants' acts, Plaintiffs have suffered severe emotional distress, anxiety, stress and frustration entitling them to economic and noneconomic damages in the amount of \$150,000 per Plaintiff.

58.

Defendants acted with malice and/or demonstrated a reckless and outrageous indifference to a highly unreasonable risk of harm and acted with a conscious indifference to the health, safety and welfare of others. Accordingly, Plaintiffs reserve the right to seek punitive damages pursuant to ORS §§ 31.725 and 31.730.

1 **SEVENTH CLAIM FOR RELIEF - NEGLIGENCE**

2 **Count 1: Negligent Management - Violation of Fair Housing Laws**

3 **(As to Defendant Davidson)**

4 59.

5 Plaintiffs incorporate by reference the allegations above as if fully set forth herein.

6 60.

7 Due to the special relationship between a landlord and tenant, Defendant Davidson  
8 owed Plaintiff Osburn a heightened duty to care, beyond the common law duty to merely  
9 exercise reasonable care to prevent foreseeable harm.

10 61.

11 Defendant Davidson owed Plaintiff Osburn a heightened duty to operate her affairs in  
12 a manner free from unlawful discrimination. Specifically, Defendant had a duty to be aware  
13 of her obligations and duties under federal and state law; and to carry out her business in a  
14 manner consistent with those laws.

15 62.

16 Plaintiff Osburn has a legally protected interest in not being discriminated against on  
17 the basis of her status as a survivor of domestic violence. The special relationship between a  
18 landlord and tenant also creates for the Plaintiff an additional legally protected interest.

19 63.

20 Defendant Davidson negligently violated her duties by discriminating against  
21 Plaintiff Osburn.

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64.

It was foreseeable that Defendant’s negligent conduct would cause Plaintiff to be discriminated against and that Plaintiff would be injured by Defendant’s conduct.

65.

It was foreseeable that Defendant’s negligent conduct would cause Plaintiff to be retaliated against and that Plaintiff would be injured by Defendant’s conduct.

66.

As a result of Defendant’s negligence, Plaintiff has suffered severe emotional distress, anxiety, stress and frustration entitling her to economic and noneconomic damages in the amount of \$150,000.

67.

Defendant acted with malice and/or demonstrated a reckless and outrageous indifference to a highly unreasonable risk of harm and acted with a conscious indifference to the health, safety and welfare of others. Accordingly, Plaintiff reserves the right to seek punitive damages pursuant to ORS §§ 31.725 and 31.730.

**Count 2: Negligent Management - Wrongful Eviction  
(As to Defendant Davidson)**

68.

Defendant Davidson owed Plaintiffs a duty to operate her rental business in a manner consistent with Oregon law relating to landlords’ management of their residential rental premises. Specifically, Defendant had a duty to be aware of her obligations and duties under state law; and to carry out her business in a manner consistent with those laws.

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69.

Defendant Davidson owed Plaintiffs a duty to not attempt to wrongfully evict them from their home. Defendant has violated this duty by her issuance of two termination notices and her filing of two FED eviction actions. These actions were without basis in law and motivated by retaliatory and discriminatory intent.

70.

Plaintiffs have a legally protected interest in being protected from wrongful, discriminatory, and retaliatory eviction and from threats of and attempts at such evictions pursuant to ORS 90.375.

71.

Defendant Davidson negligently violated her duties by engaging in wrongful, discriminatory and retaliatory eviction attempts against Plaintiffs.

72.

It was foreseeable that Defendant’s negligent conduct would cause Plaintiffs to have their tenancy wrongfully terminated; would cause the possibility of a wrongful eviction; and would cause invasion of Plaintiffs’ right to private occupancy of the premises and that Plaintiffs would be injured by Defendant’s conduct.

73.

As a result of Defendant’s negligence, Plaintiffs have suffered severe emotional distress, anxiety, stress and frustration entitling them to economic and noneconomic damages in the amount of \$150,000 per Plaintiff.

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1 74.

2 Defendant acted with malice and/or demonstrated a reckless and outrageous  
3 indifference to a highly unreasonable risk of harm and acted with a conscious indifference to  
4 the health, safety and welfare of others. Accordingly, Plaintiffs reserve the right to seek  
5 punitive damages pursuant to ORS §§ 31.725 and 31.730.

6 **Count 3: Negligent Management – Assault and Battery; False Imprisonment**  
7 **(As to Defendant Davidson)**

8 75.

9 Defendant Davidson owed Plaintiffs a duty to operate her rental business in a manner  
10 consistent with Oregon law relating to landlords' management of their residential rental  
11 premises. Specifically, Defendant had a duty to be aware of her obligations and duties under  
12 state law; and to carry out her business in a manner consistent with those laws.

13 76.

14 Defendant Davidson owed Plaintiffs a duty to protect Plaintiff Osburn from being  
15 assaulted and battered by Defendant Cardew and to protect Plaintiff Weber-Draeger from  
16 being assaulted and falsely imprisoned by Defendant Cardew. Defendant has violated this  
17 duty by her failure to take any action against Defendant Cardew despite having actual notice  
18 of Defendant Cardew's repeated violent and threatening acts towards Ms. Osburn and Ms.  
19 Weber-Draeger.  
20  
21

22 77.

23 Plaintiffs Osburn and Weber-Draeger have legally protected interests in being  
24 protected from being assaulted and battered in their own home and from being falsely  
25 imprisoned.  
26

1 78.

2 Defendant negligently violated her duties by failing to take any action against  
3 Defendant Cardew despite having actual notice of Defendant repeated violent and  
4 threatening acts towards Ms. Osburn and Ms. Weber-Draeger.

5 79.

6 It was foreseeable that Defendant Davidson's negligent conduct would cause  
7 Plaintiffs to be assaulted; would cause Plaintiff Osburn to be battered; would cause the  
8 possibility of Plaintiffs being assaulted; and would cause invasion of Plaintiffs' right to  
9 physical safety in her home and that Plaintiffs would be injured by Defendant's conduct.  
10

11 80.

12 As a result of Defendant's negligence, Plaintiffs have suffered severe emotional  
13 distress, anxiety, stress and frustration entitling them to economic and noneconomic damages  
14 in the amount of \$150,000 per Plaintiff.

15 81.

16 Defendant acted with malice and/or demonstrated a reckless and outrageous  
17 indifference to a highly unreasonable risk of harm and acted with a conscious indifference to  
18 the health, safety and welfare of others. Accordingly, Plaintiff Osburn reserves the right to  
19 seek punitive damages pursuant to ORS §§ 31.725 and 31.730.  
20

21 **Count 4: Negligent Management – Habitability Violations**

22 **(As to Defendant Davidson)**

23 82.

24 Defendant owed Plaintiffs a duty to operate her rental business in a manner consistent  
25 with Oregon law relating to landlords' management of their residential rental premises.  
26

1 Specifically, Defendant had a duty to be aware of her obligations and duties under state law;  
2 and to carry out her business in a manner consistent with those laws.

3 83.

4 Defendant owed Plaintiffs a duty to maintain her residential rental premises in a  
5 habitable condition as required by ORS 90.320.

6 84.

7 Plaintiffs have a legally protected interest in having their rental home maintained in a  
8 habitable condition as required by ORS 90.320.

9 85.

10 Defendant negligently violated her duties of management and maintenance of the  
11 rental premises by failing to maintain the premises in a habitable condition. This resulted in  
12 Plaintiffs having to live in a home with multiple holes smashed through the doors and walls.

13 86.

14 It was foreseeable that Defendant's negligent conduct would violate Plaintiffs' right  
15 to safe and habitable rental housing and that Plaintiffs would be injured by Defendant's  
16 conduct.

17 87.

18 As a result of Defendant's negligence, Plaintiffs have suffered severe emotional  
19 distress, anxiety, stress and frustration entitling them to economic and noneconomic damages  
20 in the amount of \$150,000 per Plaintiff.

21 88.

22 Defendant acted with malice and/or demonstrated a reckless and outrageous  
23 indifference to a highly unreasonable risk of harm and acted with a conscious indifference to  
24

1 the health, safety and welfare of others. Accordingly, Plaintiffs reserve the right to seek  
2 punitive damages pursuant to ORS §§ 31.725 and 31.730.

3 **REQUEST FOR JURY TRIAL**

4 89.

5 Plaintiffs respectfully request a trial by jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs  
8 and against Defendants as follows:

- 9
- 10 1. Judgment in favor of Plaintiffs for compensatory damages in the amount  
11 of \$318,000;
  - 12 2. Judgment in favor of Plaintiffs for reasonable attorney fees, costs and  
13 disbursements; and
  - 14 3. Judgment in favor of Plaintiffs for such further relief as the Court may  
15 deem reasonable, appropriate or equitable.

16 DATE: February 24, 2022

17 Respectfully submitted,

18 s/ Garrett Wright

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