

DAY LAW, PC  
7831 ST. CHARLES STREET NE  
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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS  
Civil Department

CAESAR’S PROCEEDS, LLC, an Oregon  
domestic limited liability company,

*Plaintiff,*

vs.

CLACKAMAS COUNTY, a political  
subdivision of the state of Oregon,

*Defendant.*

CLACKAMAS COUNTY,

Third-party Plaintiff

v.

JAMIE GOUDGE,

Third-party Defendant.

Case No.: 23CV46142

PLAINTIFF’S ANSWER, AFFIRMATIVE  
DEFENSES TO THIRD-PARTY  
DEFENDANT’S THIRD-PARTY CLAIMS  
AND COUNTERCLAIM AGAINST  
THIRD-PARTY DEFENDANT  
(Breach of Contract; Contractual and  
Statutory Attorney Fees)

Plaintiff Caesar’s Proceeds, LLC (“Caesar’s”) answers Third-party Defendant Jamie Goudge’s (“Goudge”) third-party claims against Caesar’s as follows in like numbered paragraphs:

1.

The allegations contained in paragraph 1 of Goudge’s Third Party Defendant’s Answer, Affirmative Defenses, Cross Claims and Counterclaims (“Goudge Response”) do not require a

1 response from Caesar's. To the extent any of the allegations contained in paragraph 1 of the  
2 Goudge Response require a response from Caesar's, Caesar's denies the same.

3 2.

4 The allegations contained in paragraph 2 of Goudge's Third Party Defendant's Answer,  
5 Affirmative Defenses, Cross Claims and Counterclaims ("Goudge Response") do not require a  
6 response from Caesar's. To the extent any of the allegations contained in paragraph 2 of the  
7 Goudge Response require a response from Caesar's, Caesar's denies the same.

8 3.

9 Caesar's denies the allegations contained in paragraph 3 of the Goudge Response.

10 4.

11 Caesar's denies the allegations contained in paragraph 4 of the Goudge Response.

12 5.

13 Caesar's denies the allegations contained in paragraph 5 of the Goudge Response.

14 6.

15 Caesar's admits the allegations contained in paragraph 6 of the Goudge Response.

16 7.

17 Caesar's admits the allegations contained in paragraph 7 of the Goudge Response.

18 8.

19 Caesar's denies the allegations contained in paragraph 8 of the Goudge Response.

20 9.

21 Caesar's is without knowledge of the allegations contained in paragraph 9 of the Goudge  
22 Response and therefore denies the same.

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10.

Caesar’s denies the allegations contained in paragraph 10 of the Goudge Response.

11.

Caesar’s denies the allegations contained in paragraph 11 of the Goudge Response.

12.

Caesar’s denies the allegations contained in paragraph 12 of the Goudge Response.

13.

Caesar’s denies the allegation in paragraph 13 of the Goudge Response that any statements or representations were false in any manner. Caesar’s is without sufficient knowledge to admit or deny the remaining allegations made in paragraph 13 of the Goudge Response and therefore denies the same.

14.

Caesar’s denies the allegation in paragraph 14 of the Goudge Response that any statements or representations were false in any manner. Caesar’s is without sufficient knowledge to admit or deny the remaining allegations made in paragraph 13 of the Goudge Response and therefore denies the same.

15.

Caesar’s denies the allegations contained in paragraph 15 of the Goudge Response.

16.

Caesar’s admits and denies the allegations contained in paragraph 16 of the Goudge Response consistent with the admissions and denials contained herein.

17.

Caesar’s denies the allegations contained in paragraph 17 of the Goudge Response.

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**RESERVATION OF ADDITIONAL AFFIRMATIVE DEFENSES**

25.

Caesar’s readmits and reallege all facts contained in paragraphs 1 through 22 of this Answer to Third-Party Defendant’s Third Party Claims as if fully set forth herein.

26.

Caesar’s reserves the right to amend this pleading to assert additional affirmative defenses.

**CAESAR’S COUNTERCLAIM AGAINST THIRD PARTY DEFENDANT GOUDGE**



**BREACH OF CONTRACT/ATTORNEY FEES**  
*(Against Third-Party Defendant Jamie Goudge)*

27.

Caesar’s readmits and reallege all facts contained in paragraphs 1 through 22 of this Answer to Third-Party Defendant’s Third Party Claims as if fully set forth herein.

28.

On or about August 29<sup>th</sup>, 2023, Goudge entered into an Equity Recovery Service Contract and Assignment of Rights (“Agreement”) with Caesar’s. A true and correct copy of the Agreement is attached as Exhibit 1 to this Response and is incorporated by this reference as if fully set forth herein.

29.

The Agreement is an enforceable contract between Caesar’s and Goudge.

30.

Caesar’s has fully performed under the terms and conditions of the Agreement.

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31.

Goudge has breached her obligations under the Agreement in one or more of the following ways:

- a. Goudge has not cooperated with Caesar's as required by paragraph 5(d.) of the Agreement;
- b. Goudge, by filing counterclaims against Caesar's, has clearly manifested an intent to not perform under the terms and conditions of the Agreement. Goudge's repudiation is unambiguous.

32.

As a result of Goudge's breach of the Agreement, Caesar's has been damaged in the amount of at least **ONE-HUNDRED SEVEN-THOUSAND ONE-HUNDRED FORTY-FOUR DOLLARS AND SEVENTEEN CENTS** (\$107,288.17), or an amount to be proven at trial.

33.

Pursuant to Paragraph 8 of the Agreement, Caesar's is entitled to an award of its attorney fees and costs incurred.

**WHEREFORE, NOW**, the Caesar's prays the Court for the following relief against Third-Party Defendant Goudge:

- 1. Denial of all claims by Third-Party Defendant Goudge against Plaintiff;
- 2. Denial of all claims by Third-Party Defendant against Defendant Clackamas County;
- 3. Plaintiff's attorney fees pursuant to ORS 646.638;
- 4. On Plaintiff's counterclaim against Third-Party Defendant Goudge, the sum of **ONE-HUNDRED SEVEN-THOUSAND ONE-HUNDRED FORTY-FOUR DOLLARS AND SEVENTEEN CENTS** (\$107,288.17), or an amount to be proven at trial.
- 5. Plaintiff's attorney fees and costs pursuant to paragraph 8 of the Agreement.



## EQUITY RECOVERY SERVICE CONTRACT AND ASSIGNMENT OF RIGHTS

This Equity Recovery Service Contract (“Contract”) is entered into between Caesar’s Proceeds, LLC, an Oregon domestic limited liability company (“Company”) and **Jamie Goudge** (“Client”) as of the date below (“Execution Date”).

1. **Company’s Services.** The Company agrees to assist the Client in recovering surplus funds to which the Client is entitled after the sale of Client’s real property located at **18148 SE Sun Meadow Ct, Milwaukie, OR 97267** (“Property”) in **Clackamas County, Oregon** (“County”). The County sold Client’s Property after foreclosing on property tax lien(s) on the Property and, on information and belief, retained the surplus proceeds (“Surplus Proceeds”) from said sale.
2. **Payment to Company.** The Client agrees to pay Company an amount equal to **FIFTY PERCENT (50%)** of the Net Surplus Proceeds (“Net Surplus Proceeds” is equal to Surplus Proceeds minus Client’s attorney fees and costs) actually recovered by the Company.

### ADDITIONAL TERMS AND CONDITIONS

3. **No guarantees or warranties.** The Company makes no guarantees, warranties or other promises that the Company’s efforts to recover Surplus Proceeds, if any are available, will be successful and/or result in the payment of any proceeds to the Client by the County.
4. **Client’s Obligations.** The Client agrees:
  - a. To provide such information as is reasonably necessary to the Company upon request;
  - b. To execute the attached Assignment of Rights in favor of the Company;
  - c. To execute documents, respond to communications, and take other actions as is requested and reasonably necessary in the judgment of the Company;
  - d. To hold the Company, its owners, officers, employees, agents and contractors harmless from any legal action, whether or not a civil action is actually commenced, arising out of this Contract;
  - e. That in the event no Surplus Proceeds are recovered by the Company, the Client shall have no cause of action of any kind against the Company for any conduct arising out of the terms and conditions of this Contract.
  - f. This Contract is an exclusive service contract between the Client and the Company. Client agrees that until this Contract is terminated as described in paragraph 6 of this Contract, Client will not solicit, accept, offer, or otherwise create any legally enforceable agreement with any person, entity or otherwise, for the provision of services described in this Contract. This exclusivity clause shall not apply to the Company.
5. **Company’s Obligations.** The Company agrees to pursue available Surplus Proceeds in a diligent and professional manner, using the Company’s best efforts in performing under this Contract. In the event no Surplus Proceeds are recovered, the Company shall have no claim against the Client for payment of any remuneration arising from the Company’s performance under this Contract.
  - a. The Company’s attorneys will pursue the Surplus Proceeds on behalf of the Company for the benefit of the Client. The Company’s attorneys represent the Company, and not the Client, and nothing in this Contract shall be interpreted or construed to create an attorney-client relationship between the Company’s attorneys and the Client. Nothing in this Contract shall be construed or interpreted to create a third party relationship between the Client and the Company’s attorneys.
  - b. The Company has an existing attorney-client relationship with the following attorneys:

Ross Day  
Day Law, P.C.  
7831 St. Charles Street NE  
Keizer, Oregon 97303
  - c. The fee charged by the Company’s attorneys is twenty-five percent (25%) of any Surplus Proceeds recovered by the attorneys.
  - d. Client agrees to cooperate with Company’s attorneys, as necessary, to assist Company’s attorneys’ efforts in recovering all Surplus Proceeds.
6. **Term of Agreement.** This Contract shall remain in full force and effect from the Execution Date until the earlier of any of the following:
  - a. Surplus Proceeds are recovered by the Company and paid to the Client in the manner provided by this Contract;
  - b. The Contract is terminated by mutual written agreement of the parties;
  - c. The Contract is terminated through default of one of the parties, as determined by a court of competent jurisdiction;
  - d. The Contract is terminated in any other manner allowed by law.
7. **Default.** In the event of default by the Client, the Company shall be entitled to recover portion of Exhibit 1



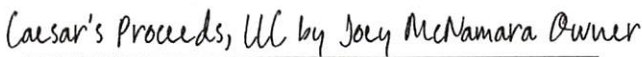
Surplus Proceeds awarded to Client, whether received or not, in addition to additional consequential damages in an amount to be proven at trial. In the event of default by the Company, the Company shall not be entitled to recover any portion of any Surplus Proceeds actually received by the Client.

- 8. **Dispute Resolution/Attorney Fees.** In the event of a dispute between the Client and the Company, the parties agree first to try to resolve such dispute through Alternative Dispute Resolution such as mediation or arbitration. The party successful in the dispute, whether through mediation, arbitration, or a civil action, shall be entitled to recover attorney fees and costs, whether or not a legal action is actually commenced.
- 9. **Miscellaneous Provisions.** The following additional terms and conditions shall apply:
  - a. Time is of the essence with respect to each and every term, condition and obligation contained in this Contract;
  - b. This Contract shall be governed by the laws of the state of Oregon;
  - c. This written Contract constitutes the entire legally binding understanding and agreement of the parties concerning the subject matter, terms, obligations and conditions of the contained herein and supersedes any prior written or oral agreements, contracts or otherwise between the parties;
  - d. The parties hereby warrant that each has full power and authority to sign and deliver this Contract and perform all other obligations under this Contract;
  - e. If any provision of this Agreement, or any instrument to be delivered by Purchaser at

closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

- f. This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.
- g. The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. No waiver will be binding on a party unless the waiver is in writing and signed by the party making the waiver.
- h. This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
- i. In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Marion County, Oregon.
- j. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as may be reasonably necessary to carry out the intent and accomplish the purposes of this Agreement.

It is so AGREED:


DocuSigned by:  
  
 Caesar's Proceeds, LLC  
 E15190734EF002...

Caesar's Proceeds, LLC by Joey McNamara Owner

Name/Title

8/16/2023 | 9:03 AM PDT

Date

DocuSigned by:  
  
 584DA97E867748D...

Client

Jamie Goudge

Name

8/29/2023 | 2:42 PM PDT

Date

ASSIGNMENT OF RIGHTS

I/We, and **Jamie Goudge** hereby assign to Caesar's Proceeds, LLC, an Oregon domestic limited liability company ("Company"), all claims, rights, entitlements, privileges, causes of action, or otherwise related to the recovery of surplus proceeds from the sale of the following private real property, which was taken from me/us through tax foreclosure by **Clackamas County**:

Address: **18148 SE Sun Meadow Ct, Milwaukie, OR 97267**

Pursuant to the Contract between myself/us and the Company executed on or before the date of this Assignment.

I/we make this Assignment of our own free will, in consideration of the promises and obligations made in the Contract between myself/us and the Company, without undue pressure, coercion or other improper influence.

It is so AGREED:

DocuSigned by:  
*Caesar's Proceeds, LLC by Joey McNamara Owner*  
E15190734EF0462...  
Caesar's Proceeds, LLC

Caesar's Proceeds, LLC by Joey McNamara Owner

Name/Title

8/16/2023 | 9:03 AM PDT

Date

DocuSigned by:  
*jamie goudge*  
584DA97E867748D...

Client

Jamie Goudge

Name

8/29/2023 | 2:42 PM PDT

Date

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**CERTIFICATE OF SERVICE**

I hereby certify that on the date indicate below I served a true and correct copy of each of the documents listed below on the following attorneys and parties by one of the following methods as designated for each recipient of service below:

- Mail ORCP 9B First class mail, plainly addressed as shown and deposited, postage fully prepaid, with the U.S. Postal Service for delivery.
- Electronic Mail ORCP 9G UTCR 21.100 Service by electronic mail at the last known electronic mail address for the recipient. Service is complete upon acknowledgement of receipt of the filing by the recipient, unless the recipient has previously consented to service by electronic mail.
- Electronic Service ORCP 9H UTCR 21.100 Service by the electronic filing system provided by the Oregon Judicial Department by electronic transmission of a notice of filing by the electronic filing system to the recipient.
- ORCP 7 Service pursuant to Oregon Rules of Civil Procedure Rule 7

DOCUMENT SERVED	PLAINTIFF’S ANSWER, AFFIRMATIVE DEFENSES TO THIRD-PARTY DEFENDANT’S THIRD-PARTY CLAIMS AND COUNTERCLAIM AGAINST THIRD-PARTY DEFENDANT
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PERSON/ENTITY SERVED	DESIGNATION	SERVICE METHOD
Sarah Foreman, OSB #042859 Assistant County Counsel Clackamas County Counsel 2051 Kaen Road Oregon City, Oregon 97045 T: 503.655.8363 F: 503.742.5397 E: <a href="mailto:SForeman@clackamas.us">SForeman@clackamas.us</a>	<i>Counsel for Defendant</i>	Electronic Mail Electronic Service
Andrew E. Teitleman, OSB #075484 Law Office of Andrew Teitleman, PC 250 Princeton Avenue, Suite 201 Gladstone, Oregon 97027 T: 503.659.1978 F: 503.200.1211 E: <a href="mailto:andrew@teitlemanlaw.com">andrew@teitlemanlaw.com</a>	<i>Counsel for Third-Party Defendant</i>	Electronic Mail Electronic Service

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**DATED** this 19<sup>th</sup> day of June, 2024

by:                   /s/ Ross Day                    
Ross Day, OSB# 002395  
**DAY LAW, PC**  
*Counsel for Plaintiff*