JOHN PIERCE, WSBA # 38722
LAW OFFICE OF JOHN PIERCE, P.S.
224 2nd St.,# 330
Cheney, WA 99004
Tel: (509) 210-0845
Attorney for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR SPOKANE COUNTY

JEREMY ALVIS, STEVEN BRIMMER, and CYNTHIA OBRIEN

Plaintiffs,

vs.

BASCK LLC; DIAMOND ROCK FINANCIAL LLC; DIAMOND ROCK PROPERTIES LLC; UNITED PROCESSING SERVICES INC; PACIFIC MORTGAGE CENTER LLC; ALAN HURD and JANE DOE HURD, Spouse; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD and NANCY HURD, spouse; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS;TCF PROPERTIES, LLC; ROBERT "BOB" CALHOUN and JANE DOE CALHOUN, Spouse; and STEVEN SCHNEIDER.

Defendants.

Case No. 24-2-06116-32

AMENDED COMPLAINT

PLAINTIFFS Jeremy Alvis, Steve Brimmer, and Cynthia O'Brien (Steve Brimmer POA). submit this Amended Complaint against the Defendants. At the time of filing, no defendant has responded other than filing a notice of appearance through counsel. Plaintiffs file this Amended Complaint pursuant to CR 15, a party may amend the party's pleading once as a matter of course at any time before a responsive pleading is served.

Plaintiffs are not filing duplicate exhibits and all exhibits referred to herein are filed with the original Complaint.

JURISDICTION, VENUE AND PARTIES

Plaintiffs

1. This is an action to recover damages arising from the Defendants collusion and conspiracy to engage in predatory lending secured by fraudulent deeds of trust recorded against residential properties located in Spokane County, State of Washington.
2. Plaintiff Jeremy Alvis, at all times herein, was a resident of Spokane County, and the owner of residential real property located 13120 W Meadow Lake Rd., Cheney, WA, County of Spokane.
3. Plaintiff Cynthia Obrien, at all times herein, was a resident of Spokane County, and a co-owner of residential real property located at 2325 W Sinto Ave., Spokane, WA, County of Spokane.
4. Ms. Obrien was, at all times herein, considered a vulnerable adult whose interests are delegated to Mr. Steve Brimmer through a legally executed Power of Attorney.
5. Steven Brimmer is the co-owner of residential real property located at 2325 W Sinto Ave., Spokane, WA, County of Spokane.

Defendants

6. BASCK LLC is, and was at all times herein, a Washington limited liability company, UBI Number: 604 668 754, with a principal address located at 3120 Smith St., Apt. 638, Houston, TX and a Washington registered agent, Brett Nelson, located at 1510 S Morningside Heights Dr, Greenacres, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 1.

7. DIAMOND ROCK PROPERTIES LLC is, and was at all times herein, a Washington limited liability company, UBI Number: 604 535 284, with a principal address located at 2602 N Sullivan Rd, Spokane Valley, WA and a Washington registered agent Stephen Ford located at 320 S Sullivan Rd, Spokane Valley, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 2.

8. DIAMOND ROCK PROPERTIES LLC is, and was at all times herein, owned by Melissa Crapo and Dennis Crapo. *See Id.*

9. UNITED PROCESSING SERVICES INC is, and was at all times herein, a Washington for profit corporation UBI Number: 602 943 441, with a principal address located at 804 W Boone Ave, Spokane, WA and a

Washington registered agent Alan Hurd located at 804 W Boone Ave, Spokane, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 3.

10. PACIFIC MORTGAGE CENTER LLC is, and was at all times herein, a Washington limited liability company, UBI Number: 604 017 221, with a principal address located at 804 W Boone Ave, Spokane, WA and a Washington registered agent Nancy Hurd located at 804 W Boone Ave, Spokane, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 4.

11. PACIFIC MORTGAGE CENTER LLC is, and was at all times herein, a licensed mortgage broker with NMLS ID# 1082865.

12. PACIFIC MORTGAGE CENTER LLC is also a trade name (dba) used by UNITED PROCESSING SERVICES INC as UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER NMLS ID: #382734.

13. UNITED PROCESSING SERVICES INC is a licensed mortgage broker with NMLS ID# 382734.

14. UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER NMLS ID: #382734

15. ALAN HURD is a principal owner and listed Governor of both UNITED PROCESSING SERVICES INC and PACIFIC MORTGAGE CENTER LLC.

16. ALAN HURD is a licensed the designated mortgage broker for UNITED PROCESSING SERVICES INC, with his NMLS ID# 80956.

17. ALAN HURD is believed to be married to a Jane Doe Hurd, and the marital community of Alan Hurd and Jane Doe Hurd is liable for any damages awarded hereto.

18. HOME CENTER DESIGN & CONSTRUCTION LLC is, and was at all times herein, a Washington limited liability company, UBI Number: 603 559 194, with a principal address located at 804 W Boone Ave, Spokane, WA and a Washington registered agent N LYNN HURD located at 804 W Boone Ave, Spokane, WA, (listed mailing address) and 1818 W Francis Ave #109, Spokane, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 5.

19. NANCY HURD is believed to be N LYNN HURD and to be married to

RICK HURD. NANCY HURD is, and at all times was hereunder, listed as registered agent and governor of HOME CENTER DESIGN & CONSTRUCTION LLC. NANCY HURD, RICK HURD, and the marital community thereof, are residents of Spokane County, Washington.

20. STEPHEN HOLLAND FORD is a licensed attorney through the Washington State Bar Association, WSBA#22209, and is a member and partner with Ford & Mortensen, PS. STEPHEN HOLLAND FORD is the registered agent for defendant DIAMOND ROCK PROPERTIES LLC.

21. FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS is a registered personal services corporation, UBI Number: 602 172 072, with a principal address located at 320 S Sullivan Rd, Spokane Valley, WA, County of Spokane.

22. TCF PROPERTIES, LLC is, and was at all times herein, a Washington limited liability company, UBI Number: 603 589 920, with a principal address located at 6808 S Jackson Ridge Ln, Greenacres, WA and a Washington registered agent WES MORTENSEN (law partner of defendant Stephen Ford) located at 320 S Sullivan Rd, Spokane Valley, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 6.

23. TRINA CLAIRE FORD ("TCF") is the spouse of STEPHEN HOLLAND FORD and the listed governor and principal owner of TCF PROPERTIES, LLC.

24. STEPHEN FORD and TRINA FORD are, and were at all times hereunder, married residents of Spokane County, Washington.

25. DIAMOND ROCK FINANCIAL LLC is, and was at all times herein, a Washington limited liability company, UBI Number: 604 160 942, with a principal address located at 2602 N Sullivan Rd, Spokane Valley, WA and a Washington registered agent STEPHEN FORD located at 320 S Sullivan Rd, Spokane Valley, WA, County of Spokane. A copy of its current status with the Washington Secretary of State was attached to the original complaint as Exhibit 7.

26. DIAMOND ROCK FINANCIAL, LLC is owned and governed by Dennis Crapo and Melissa Crapo (also the owners of Diamond Rock Properties, LLC).

27. The principal address of DIAMOND ROCK FINANCIAL, LLC, 2602 N Sullivan Rd, Spokane Valley, WA, is that of Diamond Rock Construction, a contracting company owned and operated by Dennis and Melissa Crapo.

28. ROBERT "BOB" CALHOUN is, and was at all times hereunder, a sales

agent of UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER. ROBERT “BOB” CALHOUN is believed to be married to JANE DOE CALHOUN, Spouse, and is believed to reside in Spokane County, Washington.

29. STEVEN SCHNEIDER is a licensed attorney through the Washington State Bar Association, WSBA #22622, whose office is located at Steven Schneider Attorney At Law P.S., 1312 N Monroe St., Spokane, WA.

30. This Court has personal jurisdiction over all parties as all business and individuals named herein reside in Spokane County Washington, and all events hereunder took place in Spokane County Washington.

31. The Spokane County Superior Court has jurisdiction over the subject matter of this action pursuant to RCW 2.08.010.

32. Venue is proper in the Spokane County Superior Court pursuant to RCW 2.08.210 as the real property that is the subject matter of this action is situation in Spokane County Washington.

FACTUAL BACKGROUND

Alvis Loan

33. On, or about, July 2021, Jeremy Alvis contacted Robert "Bob" Calhoun, a sales agent with Pacific Mortgage Center (UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER) to inquire about refinancing his home and use an equity loan to complete construction on his his residence.

34. After the phone conversation, Mr. Alvis sent Robert "Bob" Calhoun photographs of the house in its current condition, and details about the property

35. On July 12, 2021, Robert "Bob" Calhoun sent an loan estimate back to Mr. Alvis on behalf of Pacific Mortgage Center a.k.a. United Processing Services Inc DBA: Pacific Mortgage Center.

36. On July 19, 2021, Robert "Bob" Calhoun sent a loan application and authorization to Mr. Alvis, who filled out the application and authorization and returned it to Mr. Calhoun. A redacted excerpt of the application and estimate was attached to the original complaint as Exhibit 1.

37. The application completed on letterhead titled "Private Money Capital" although the General Authorization to release information was granted to

Pacific Mortgage Center. *See* Exhibit 8 attached to the original Complaint.

38. PRIVATE MONEY CAPITAL LLC, UBI Number: 603 413 781 was formed by Rick Hurd, a defendant herein, in 2014 and voluntarily dissolved on 6/30/2019. At all times hereunder it was not a validly existing limited liability company in the State of Washington. Attached as Exhibit 9 to the original complaint is the status report from the Washington Secretary of State on Private Money Capital LLC.

39. "Private Money Capital" used a nearly identical logo as Pacific Mortgage Center, with the exception of the name of the company.

40. Based on the name of the business on the signage, and the release of information that he signed, Mr. Alvis believed that he was working with Pacific Mortgage Center, LLC.

41. Robert "Bob" Calhoun, through United Processing Services Inc DBA: Pacific Mortgage Center, informed Mr. Alvis that, because the remodel construction was incomplete, that they could not find conventional financing for his loan.

42. Robert "Bob" Calhoun, through United Processing Services Inc DBA: Pacific Mortgage Center, offered to find "alternative" "In-house" financing during the remodel process that could be wrapped into a conventional "in-

house" loan once the construction was complete.

43. Mr. Alvis relied on the representations made by Robert "Bob" Calhoun, through United Processing Services Inc DBA: Pacific Mortgage Center.

44. United Processing Services Inc DBA: Pacific Mortgage Center, under the direction of Alan Hurd, a defendant hereunder, marketed the loan to Stephen Ford, whose wife, Trina Ford, was the principal in a private investing company, TCF PROPERTIES, LLC.

45. Stephen Ford was originally a member of, governor of, and registered agent of TCF PROPERTIES, LLC up to February 28, 2021. Attached to the original complaint as Exhibit 10 is the annual report filed with the Secretary of State by Stephen Ford.

46. Stephen Ford removed himself as a governor and as registered agent the following year, although the company did not disclose any change of ownership. Attached to the original complaint as Exhibit 11 is the annual report filed with the Secretary of State in 2023.

47. Stephen Ford then recommended and/or marketed the loan to private investors with whom he had an ongoing business relationship.

48. Diamond Rock Financial LLC, a private investor who worked with the Fords on multiple previous deals, agreed to loan ninety percent (90%) of the

loan value with the remaining (10%) to be loaned by the Fords' investment company TCF Properties, LLC.

49. Stephen Ford and FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS acted as the closing agent in the transaction, and is believed to have drafted the paperwork for the loan transaction.

50. Despite the loan application clearly stating that the loan was for a refinance of residential property, Mr. Ford and FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS inserted a clause in the loan agreement that it was for "commercial and business purposes. A copy of the loan documents was attached to the original complaint as Exhibit 12.

51. This "bait and switch" transaction was an artifice used by the creditors and the mortgage broker in an attempt to circumvent the state and federal residential mortgage regulations.

52. The loan, which was stated to be for $617,500, was allocated as follows:

- $367,136.08 was used to pay off the conventional mortgage that was held by Mr. Alvis;
- $210,000 was set aside as a construction hold-back;
- The remaining amounts of around $37,000 were cash kickbacks to "Private Money Capital" ($12,950), to an organization that did not and does

not exist; and $18,525 to Diamond Rock Financial LLC, an entity owned Melissa and Dennis Crapo, the owners and members of Diamond Rock Properties LLC.

53. The construction hold-back, or ultimately the proceeds from the loan, were channeled through a separate company, HOME CENTER DESIGN & CONSTRUCTION LLC, owned by and operated by defendants RICK HURD and NANCY HURD, that itself extracted service fees to pay out the loan.

54. None of this collusion nor intertwined relationships between the parties and each entity was known to Mr. Alvis at the time of the loan.

55. Once the transaction was closed, a portion of the loan proceeds were distributed to Mr. Alvis to pay for the construction costs.

56. After a year of making interest-only payments on the loan, Mr. Alvis still had not completed the construction.

57. As the note came due, Robert "Bob" Calhoun, through United Processing Services Inc DBA: Pacific Mortgage Center, offered a one-year extension and credit increase in exchange for an $18,750 origination fee. The total note was for $75,000, almost a third of which was allocated to fees. These fees were divided between Pacific Mortgage Center, Diamond Rock

Financial, and Home Center Design & Construction LLC . A copy of the extension was attached to the original complaint as Exhibit 13.

58. Between the option of an imminent balloon payment he was unable to make, and a one-year extension, Mr. Alvis chose the latter.

59. None of the creditors, nor the mortgage broker did any due diligence to determine if Mr. Alvis had the ability to repay the loan.

60. None of the creditors, nor the mortgage broker disclosed the intertwined relationships between the companies.

61. During this time, Robert "Bob" Calhoun and Alan Hurd, through United Processing Services Inc DBA: Pacific Mortgage Center, continued to represent to Mr Alvis that once the construction was complete that they would be able to convert the temporary loan to a conventional mortgage.

62. They failed to do so.

63. In April 2023, Mr. Alvis defaulted on the loan when the balloon payment came due.

64. In the Spokane metro area, housing price increased precipitously over the past five years. Attached to the original complaint as Exhibit 14, is a chart that demonstrates the rise of house costs in the area. U.S. Federal Housing Finance Agency, All-Transactions House Price Index for Spokane-Spokane

Valley, WA (MSA) [ATNHPIUS44060Q], retrieved from FRED, Federal Reserve Bank of St. Louis; https://fred.stlouisfed.org/series/ATNHPIUS44060Q, December 10, 2024.

65. The defendants based their investments, in part, on the basis that if the borrower defaulted, that they could foreclose on the property, or coerce the borrower to agree to a deed in lieu of foreclosure, the result of which would leave them in possession of a property with a value much greater than that which they would have received if the loan were fulfilled by the borrower.

66. On September 19, 2023, STEPHEN FORD sent a Notice of Default to Jeremy Alvis. A copy of the Notice of Default was attached to the original complaint as Exhibit 15.

67. STEPHEN FORD drafted the original loan documents based on the information and loan application provided to him by ALAN HURD and UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER.

68. STEPHEN FORD knew, or should have known, that the loan was for personal purposes and not commercial or business purposes.

69. STEPHEN FORD, who was an equitable owner of one of the creditors; who was the closing agent for the loan; and, who was the trustee with FORD &

MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS on the deed of trust, did not follow the due diligence process outlined in RCW 61.24.031(5).

70. Counsel for Mr. Alvis responded to STEPHEN FORD regarding the Notice of Default notifying him of the alleged delinquencies in his Notice of Default.

71. After sending the first Notice of Default, STEPHEN FORD, through TCF PROPERTIES LLC, contacted STEVEN SCHNEIDER, a licensed attorney through the Washington State Bar Association, to be the Successor Trustee on the deed of trust. A copy of the Appointment of Successor Trustee was attached to the original complaint as Exhibit 17.

72. On October 18, 2024, STEVEN SCHNEIDER sent a second Notice of Default to Jeremy Alvis. A copy of the Notice of Default was attached to the original complaint as Exhibit 18.

73. The second Notice of Default lists FORD, DALTON & MORTENSEN, PS as the current trustee.

74. STEVEN SCHNEIDER knew, or should have known, that the loan was for personal purposes and not commercial or business purposes.

75. STEVEN SCHNEIDER, who had the same access to the original

documents as the prior trustee, STEPHEN FORD and FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS, did not follow the due diligence process outlined in RCW 61.24.031(5).

76. Counsel for Mr. Alvis responded to STEVEN SCHNEIDER regarding the Notice of Default notifying him of the alleged delinquencies in his Notice of Default.

77. STEVEN SCHNEIDER, ignored the notice of delinquencies of process, and relied solely on the document drafted by STEPHEN FORD declaring the loan to be for “Commercial or Business Purposes,” and filed a Notice of Trustee’s Sale regarding the residence of Jeremy Alvis.

78. Jeremy Alvis commenced this action in response to the Notice of Trustee’s Sale filed by STEVEN SCHNEIDER.

Steve Brimmer and Cynthia Obrien Property

79. On, or about, May 26, 2022, Steve Brimmer went to UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER to apply for a home equity mortgage to help pay for the in-home care for Cynthia Obrien.

80. In a pattern similar to that of Mr. Alvis, Steve Brimmer was directed to speak with Robert “Bob” Calhoun, a sales agent with Pacific Mortgage Center who filled out the application paperwork for Mr. Brimmer to sign. A redacted excerpt of the authorization to release information was attached to the original complaint as Exhibit 19.

81. Based on the name of the business on the signage, and the release of information that he signed, Mr. Brimmer believed that he was working with Pacific Mortgage Center, LLC.

82. Robert “Bob” Calhoun, through United Processing Services Inc DBA: Pacific Mortgage Center, offered to find alternative financing.

83. Mr. Brimmer relied on the representations made by Robert “Bob” Calhoun, through United Processing Services Inc DBA: Pacific Mortgage Center.

84. United Processing Services Inc DBA: Pacific Mortgage Center, under the direction of Alan Hurd, a defendant hereunder, marketed the loan to

Stephen Ford, whose wife, Trina Ford, was the principal in a private investing company, TCF PROPERTIES, LLC.

85. Stephen Ford then recommended and/or marketed the loan to private investors with whom he had an ongoing business relationship.

86. At some point during the application process, Robert “Bob” Calhoun personally visited the residence and met Ms. Obrien for whose care was the purpose of the loan.

87. Additionally, Mr. Brimmer gave notice to both Robert “Bob” Calhoun and Alan Hurd that Ms. Obrien was suffering from Alzheimer's. A copy of the email stated as much was attached to the original complaint as Exhibit 20.

88. Basck LLC, a private investor who worked with the Fords on multiple previous deals, agreed to loan ninety percent (90%) of the loan value with the remaining (10%) to be loaned by the Fords’ investment company TCF Properties, LLC.

89. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS drafted the loan documents.

90. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS was named as the trustee on the deed of trust.

91. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON

& MORTENSEN, PS acted as the closing agent in the transaction, and is believed to have drafted the paperwork for the loan transaction.

92. Despite both Robert "Bob" Calhoun and Alan Hurd knowing that the proceeds from home equity loan were to be,used for the in-home care of Ms. Obrien, Mr. Ford inserted a clause in the loan agreement that it was for "commercial and business purposes. A copy of the loan documents was attached to the original complaint as Exhibit 21.

93. This "bait and switch" transaction was an artifice used by the creditors and the mortgage broker in an attempt to circumvent the state and federal residential mortgage regulations.

94. The loan, which was stated to be for $275,000, was allocated as follows:

- $173,857.06 was used to pay off the first loan/deed of trust that was held by Mr. Brimmer and Ms. Obrien;
- $80,000 was set aside as a construction hold-back;
- The remaining amounts of around $18,936 were cash kickbacks to "Private Money Capital" ($3,000), to an organization that did not and does not exist; and $8,250 back to Basck LLC, the creditor as a loan fee.

95. Of the $101,142.94 that was in excess of the first loan payoff, $21,142 was paid in fees, almost half of which went right back to the primary creditor.

96. Like the Alvis loan, the hold-back, or ultimately the proceeds from the loan, were channeled through a separate company, HOME CENTER DESIGN & CONSTRUCTION LLC, owned by and operated by defendants RICK HURD and NANCY HURD, that itself extracted service fees to pay out the loan. A copy of the processing contract with HOME CENTER DESIGN & CONSTRUCTION LLC and "Private Money Capital" was attached to the original complaint as Exhibit 22.

97. As with the Alvis loan, the entity Private Money Capital LLC, owned by Rick Hurd, was voluntarily dissolved by him in January 2019. A copy of the Certificate of Dissolution was attached to the original complaint as Exhibit 23.

98. None of this collusion nor intertwined relationships between the parties and each entity was known to Mr. Brimmer at the time of the loan.

99. Once the transaction was closed, a portion of the loan proceeds were distributed to Mr. Brimmer.

100. Mr. Brimmer and Ms. Obrien ultimately defaulted on the loan.

101. On, or about, September 27, 2023 STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS sent a Notice of Default to Steve Brimmer and Cynthia Obrien. A scan of Notice

was attached to the original complaint as Exhibit 24.

102. As stated above, in the Spokane metro area, housing price increased precipitously over the past five years.

103. The defendants based their investments, in part, on the basis that if the borrower defaulted, that they could foreclose on the property, or coerce the borrower to agree to a deed in lieu of foreclosure, the result of which would leave them in possession of a property with a value much greater than that which they would have received if the loan were fulfilled by the borrower. An email from STEPHEN FORD to Steve Brimmer was attached to the original complaint as Exhibit 25, asking if Brimmer and Obrien wish to just release the property to the creditors.

104. STEPHEN FORD drafted the original loan documents based on the information and loan application provided to him by ALAN HURD and UNITED PROCESSING SERVICES INC DBA: PACIFIC MORTGAGE CENTER.

105. STEPHEN FORD knew, or should have known, that the loan was for personal purposes and not commercial or business purposes.

106. STEPHEN FORD, who was an equitable owner of one of the creditors; who was the closing agent for the loan; and, who was the trustee on the deed of

trust, did not follow the due diligence process outlined in RCW 61.24.031(5).

107. Mr. Brimmer and STEPHEN FORD communicated subsequent to the Notice of Default.

108. Approximately November of 2023, STEPHEN FORD threatened Mr. Brimmer that if he did not come up with some cash, that the home would be sold at auction “in a few weeks.” A copy of the email was attached to the original complaint as Exhibit 26.

109. STEPHEN FORD had previously represented to Mr. Brimmer that a trustee’s sale was scheduled for January 5th, 2024.

110. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS, as trustee, failed to perform the statutory due diligence prior to issuing the Notice of Default.

111. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS, as trustee, never filed or served a Notice of Trustee’s Sale;

112. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS, as trustee, failed to observe the minimum timeline for a Trustee’s Sale pursuant to RCW 61.24.040.

113. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS, as trustee, willfully and knowingly misrepresented information to Mr. Brimmer regarding a threatened sale of the property.

114. STEPHEN FORD of FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS, as trustee, made these representations for the sole purpose of coercing Mr. Brimmer to pay in full or sign the deed to the property over to the creditors, of which he was one.

115. A trustee for a deed of trust has a statutory duty of good faith to the borrower, beneficiary, and grantor pursuant to RCW 61.24.10.

116. Washington Rules of Professional Conduct for attorneys, section 4.1, clearly states that "[i]n the course of representing a client a lawyer shall not knowingly … make a false statement of material fact or law to a third person."

117. Mr. Brimmer, in reliance on STEPHEN FORD's willful misrepresentations, agreed to send Mr. Ford $2000 in order to delay the sale, but received no receipt nor confirmation showing that the monies were applied to the loan or any delinquency.

118. In December, 2023, Mr. Brimmer met with counsel who responded to STEPHEN FORD regarding the Notice of Default notifying him of the

alleged delinquencies in his Notice of Default.

119. After sending the first Notice of Default, STEPHEN FORD, through TCF PROPERTIES LLC, contacted STEVEN SCHNEIDER, a licensed attorney through the Washington State Bar Association, to be the Successor Trustee on the deed of trust. A copy of the Appointment of Successor Trustee was attached to the original complaint as Exhibit 27.

120. On October 18, 2024, STEVEN SCHNEIDER sent a second Notice of Default to Steve Brimmer and Cynthia Obrien. A copy of the Notice of Default was attached to the original complaint as Exhibit 28.

121. The second Notice of Default lists FORD, DALTON & MORTENSEN, PS as the current trustee.

122. STEVEN SCHNEIDER knew, or should have known, that the loan was for personal purposes and not commercial or business purposes.

123. STEVEN SCHNEIDER, who had the same access to the original documents as the prior trustee, STEPHEN FORD, did not follow the due diligence process outlined in RCW 61.24.031(5).

124. Counsel for Mr. Brimmer and Ms. Obrien responded to STEVEN SCHNEIDER regarding the Notice of Default notifying him of the alleged delinquencies in his Notice of Default.

125. STEVEN SCHNEIDER, ignored the notice of delinquencies of process, and relied solely on the document drafted by STEPHEN FORD declaring the loan to be for “Commercial or Business Purposes,” and filed a Notice of Trustee’s Sale regarding the residence of Ms. Obrien.

126. Mr. Brimmer and Ms. Obrien commenced this action in response to the Notice of Trustee’s Sale filed by STEVEN SCHNEIDER.

CAUSES OF ACTION.

1. DEFENDANTS; STEPHEN FORD; TCF PROPERTIES, LLC; TRINA FORD; DIAMOND ROCK FINANCIAL LLC; UNITED PROCESSING SERVICES INC; PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; NANCY HURD; AND, ROBERT "BOB" CALHOUN ENGAGED AND COLLUDED IN PREDATORY LENDING AND FRAUD WHEN THEY CHARACTERIZED THE LOAN TO JEREMY ALVIS TO BE FOR COMMERCIAL OR BUSINESS PURPOSES.

1.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

1.2. The application for refinancing that was filled out on behalf of Jeremy Alvis by Robert Calhoun clearly shows that it was to refinance his residence so he could complete construction renovations.

1.3. Robert Calhoun, Alan Hurd, United Processing Services Inc; Pacific Mortgage Center LLC had direct knowledge of the purpose of the loan.

1.4. Robert Calhoun, Alan Hurd, United Processing Services Inc; Pacific Mortgage Center LLC had marketed and/or referred the loan information to Stephen Ford who subsequently had, or should have had knowledge of the purpose of the loan.

1.5. Stephen Ford then marketed and/or referred the loan to Diamond Rock Financial who subsequently had, or should have had knowledge of the purpose of the loan.

1.6. Stephen Ford; TCF Properties, LLC; Trina Ford; Diamond Rock Financial LLC; United Processing Services Inc; Pacific Mortgage Center LLC; Alan Hurd; Home Center Design & Construction LLC; Rick Hurd; Nancy Hurd; and, Robert "Bob" Calhoun had a duty to perform due diligence pursuant to 12 CFR Part 1026 - Truth in Lending (Regulation Z) to investigate the purpose of the loan and the ability of the borrower to repay the loan.

1.7. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS, as a licensed attorney, knew, or should have known these requirements

1.8. Stephen Ford, as both a business partner and attorney for Diamond Rock Properties and Diamond Rock Financial, as well as member of

TCF Properties and spouse of the other member, drafted the loan documents on behalf of the creditors to have executed by Jeremy Alvis.

1.9. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS, acting as closing agent, had Jeremy Alvis execute the documents in his presence.

1.10. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS never disclosed his relationship to any of the parties in the transaction.

1.11. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS knew, or should have known, that the terms of the agreements drafted by him were false, and material.

1.12. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS knew, or should have known, that the terms would subject Mr. Alvis to potential harm.

1.13. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS intended Mr. Alvis to rely on the representations made by Robert Calhoun, Alan Hurd, and United Processing Services Inc; Pacific Mortgage Center LLC.

1.14. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton &

Mortensen, PS was acting in concert with, on behalf of and for the benefit of all defendants.

1.15. Jeremy Alvis was ultimately and irrevocably harmed by these fraudulent actions.

2. DEFENDANTS; STEPHEN FORD; TCF PROPERTIES, LLC; TRINA FORD, BASCK, LLC; UNITED PROCESSING SERVICES INC; PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; NANCY HURD; AND, ROBERT "BOB" CALHOUN ENGAGED AND COLLUDED IN PREDATORY LENDING AND FRAUD WHEN THEY CHARACTERIZED THE LOAN TO STEVE BRIMMER AND CYNTHIA OBRIEN TO BE FOR COMMERCIAL OR BUSINESS PURPOSES.

2.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

2.2. Steve Brimmer went to United Processing Services Inc; Pacific Mortgage Center LLC for a home equity loan the purpose of which was to help pay for the in-home care of the owner, Cynthia Obrien.

2.3. Robert Calhoun physically visited the home of Cynthia Obrien and knew about her condition and the purpose of the home equity loan application

2.4. Robert Calhoun, Alan Hurd, United Processing Services Inc; Pacific Mortgage Center LLC had direct knowledge of the purpose of the loan.

2.5. Robert Calhoun, Alan Hurd, United Processing Services Inc; Pacific Mortgage Center LLC had marketed and/or referred the loan information to Stephen Ford who subsequently had, or should have had knowledge of the purpose of the loan.

2.6. Stephen Ford then marketed and/or referred the loan to Basck, LLC who subsequently had, or should have had knowledge of the purpose of the loan.

2.7. Stephen Ford; TCF Properties, LLC; Trina Ford; Basck, LLC; United Processing Services Inc; Pacific Mortgage Center LLC; Alan Hurd; Home Center Design & Construction LLC; Rick Hurd; Nancy Hurd; and, Robert "Bob" Calhoun had a duty to perform due diligence pursuant to 12 CFR Part 1026 - Truth in Lending (Regulation Z) to investigate the purpose of the loan and the ability of the borrower to repay the loan.

2.8. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS, as a licensed attorney, knew, or should have known these requirements

2.9. Stephen Ford, as both a business partner and attorney for Basck, LLC, as well as member of TCF Properties and spouse of the other member, drafted the loan documents on behalf of the creditors to have executed by Steve Brimmer.

2.10. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS, acting as closing agent, had Steve Brimmer execute the documents.

2.11. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS never disclosed his relationship to any of the parties in the transaction.

2.12. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS knew, or should have known, that the terms of the agreements drafted by him were false, and material.

2.13. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS knew, or should have known, that the terms would subject Mr. Brimmer and Ms. Obrien to potential harm.

2.14. Stephen Ford intended Mr. Brimmer to rely on the representations made by Robert Calhoun, Alan Hurd, and United Processing Services Inc; Pacific Mortgage Center LLC.

2.15. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS was acting in concert with, on behalf of, and for the benefit of all defendants.

2.16. Mr. Brimmer and Ms. Obrien were ultimately and irrevocably harmed by these fraudulent actions.

3. ACTION FOR RESCISSION OF CONTRACT. DEFENDANTS AND CREDITORS STEPHEN FORD; TCF PROPERTIES, LLC; TRINA FORD; AND DIAMOND ROCK FINANCIAL LLC FAILED TO MAKE THE REQUIRED DISCLOSURES PURSUANT TO 15 U.S.C. § 1635(f).

3.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

3.2. The application for refinancing that was filled out on behalf of Jeremy Alvis by Robert Calhoun clearly shows that it was to refinance his residence so he could complete construction renovations.

3.3. This loan transaction was for personal and consumer purposes.

3.4. The above-named creditors failed to make the statutory federal disclosures required under 15 U.S.C. § 1635(f).

3.5. Mr. Alvis is entitled to rescind the loan and the security, his personal residence, pledged on behalf of the loan.

4. ACTION FOR RESCISSION OF CONTRACT. DEFENDANTS AND CREDITORS STEPHEN FORD; TCF PROPERTIES, LLC; TRINA FORD; AND BASCK, LLC FAILED TO MAKE THE REQUIRED DISCLOSURES PURSUANT TO 15 U.S.C. § 1635(f).

4.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

4.2. The communication between Mr. Brimmer and Robert Calhoun, the sales agent for United Processing Services Inc; Pacific Mortgage Center LLC, clearly shows that the loan was sought for personal and consumer purposes.

4.3. This loan transaction was for personal and consumer purposes.

4.4. The above-named creditors failed to make the statutory federal disclosures required under 15 U.S.C. § 1635(f).

4.5. Mr. Brimmer and Ms. Obrien are entitled to rescind the loan and the security, his personal residence, pledged on behalf of the loan.

5. DEFENDANTS; STEPHEN FORD; TCF PROPERTIES, LLC; TRINA FORD; DIAMOND ROCK FINANCIAL LLC; UNITED PROCESSING SERVICES INC; PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; NANCY HURD; AND, ROBERT "BOB" CALHOUN ENGAGED AND COLLUDED IN UNCONSCIONABLE CONDUCT WITH RESPECT TO THE CONTRACTS AND LOAN TO JEREMY ALVIS TO BE FOR COMMERCIAL OR BUSINESS PURPOSES.

5.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

5.2. The Defendants named above engaged in unconscionable conduct with respect to the contracts between them and Jeremy Alvis when:

a) They failed disclose the relationships between all parties;

b) They used the loan and contracts as an artifice to assess fees between and among the entities;

c) They willfully and knowingly misrepresented the loans to be for commercial and/or business purposes;

d) They willfully failed and neglected to perform any due diligence with respect to the purpose of the loan and the status of the real property as an owner-occupied residence;

e) They failed to provide disclosures required by the Truth in Lending act.

6. DEFENDANTS; STEPHEN FORD; TCF PROPERTIES, LLC; TRINA FORD; BASCK, LLC; UNITED PROCESSING SERVICES INC; PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; NANCY HURD; AND, ROBERT "BOB" CALHOUN ENGAGED AND COLLUDED IN UNCONSCIONABLE CONDUCT WITH RESPECT TO THE CONTRACTS AND LOAN TO STEVE BRIMMER AND CYNTHIA OBRIEN TO BE FOR COMMERCIAL OR BUSINESS PURPOSES.

6.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

6.2. The Defendants named above engaged in unconscionable conduct with respect to the contracts between them and Steve Brimmer and Cynthia Obrien when:

a) They failed disclose the relationships between all parties;

b) They used the loan and contracts as an artifice to assess fees between and among the entities;

c) They willfully and knowingly misrepresented the loans to be for commercial and/or business purposes;

d) They willfully failed and neglected to perform any due diligence with respect to the purpose of the loan and the status of the real property as an owner-occupied residence;

e) They failed to provide disclosures required by the Truth in Lending act.

7. DEFENDANTS ARE LIABLE FOR FRAUD WHERE THEY INTENTIONALLY AND KNOWINGLY UTILIZED A NONEXISTENT ENTITY FOR THE PURPOSE OF CHANNELING THE TRANSACTIONS HEREIN.

7.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

7.2. The transactions that are the subject matter of this action were, in part, facilitated by the use of a entity entitled “Private Money Capital”.

7.3. Private Money Capital is not an entity registered with the Washington Secretary of State, nor is it known to be lawfully licensed under the NMLS.

7.4. Private Money Capital, LLC was an entity owned and operated by Rick Hurd.

7.5. That LLC was voluntarily dissolved by Rick Hurd prior to any of the transactions that are the subject of this action.

7.6. Defendants should be held personally liable for damages arising out of the use of the non-existent entity.

8. VIOLATION OF WASHINGTON MORTGAGE BROKER PRACTICES ACT.

8.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

8.2. Defendants United Processing Services Inc; Pacific Mortgage Center LLC; Alan Hurd; and Robert "Bob" Calhoun violated Washington Mortgage Broker Practices Act by:

a) Directly or indirectly employing a scheme, device, or artifice to defraud or mislead borrowers or lenders and to defraud the Plaintiffs named herein;

b) Directly or indirectly engaging in any unfair or deceptive practice toward the Plaintiffs herein;

c) Failing to make disclosures to loan applicants and noninstitutional investors as required by RCW 19.146.030 and any other applicable state or federal law;

d) Making false or deceptive statements or representations with regard to the financing terms or conditions for a residential mortgage loan or engage in bait and switch advertising;

e) Failing to comply with state and federal laws applicable to the activities governed by this chapter;

f) Acting as a mortgage broker under a bona fide licensed brokerage, but facilitating private loans through a non-existent entity while using letterhead of the primary brokerage.

9. VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT BY VIOLATING MORTGAGE BROKER PRACTICES ACT.

9.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

9.2. Defendants United Processing Services Inc; Pacific Mortgage Center LLC; Alan Hurd; and Robert “Bob” Calhoun violated the Washington State Consumer Protection act through their violations of Washington Mortgage Broker Practices Act.

10. **FIRST VIOLATION OF RCW 61.24.031 AND THE WASHINGTON CONSUMER PROTECTION ACT BY STEPHEN FORD and FORD & MORTENSEN, PS A.K.A FORD, DALTON & MORTENSEN, PS**

10.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

10.2. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS violated the statutory provisions and requirements of RCW 61.24.031 when he served the Notice of Default on Jeremy Alvis while failing to follow the due diligence requirements clearly stated in the chapter.

10.3. Pursuant to RCW 61.24.135, Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS engaged in an unfair or deceptive act or practice under the consumer protection act when he failed to follow the due diligence requirements of RCW 61.24.031.

11. SECOND VIOLATION OF RCW 61.24.031 AND THE WASHINGTON CONSUMER PROTECTION ACT BY STEPHEN FORD and FORD & MORTENSEN, PS A.K.A FORD, DALTON & MORTENSEN, PS

11.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

11.2. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS violated the statutory provisions and requirements of

RCW 61.24.031 when he served the Notice of Default on Steve Brimmer and Cynthia Obrien while failing to follow the due diligence requirements clearly stated in the chapter.

11.3. Pursuant to RCW 61.24.135, Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS engaged in an unfair or deceptive act or practice under the consumer protection act when he failed to follow the due diligence requirements of RCW 61.24.031.

12. FIRST VIOLATION OF RCW 61.24.031 AND THE WASHINGTON CONSUMER PROTECTION ACT BY STEVEN SCHNEIDER

12.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

12.2. STEVEN SCHNEIDER violated the statutory provisions and requirements of RCW 61.24.031 when he served the Notice of Default on Jeremy Alvis while failing to follow the due diligence requirements clearly stated in the chapter.

12.3. Pursuant to RCW 61.24.135, STEVEN SCHNEIDER engaged in an unfair or deceptive act or practice under the consumer protection act when he failed to follow the due diligence requirements of RCW 61.24.031.

13. SECOND VIOLATION OF RCW 61.24.031 AND THE WASHINGTON CONSUMER PROTECTION ACT BY STEVEN SCHNEIDER

13.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

13.2. STEVEN SCHNEIDER violated the statutory provisions and requirements of RCW 61.24.031 when he served the Notice of Default on Jeremy Alvis while failing to follow the due diligence requirements clearly stated in the chapter.

13.3. Pursuant to RCW 61.24.135, STEVEN SCHNEIDER engaged in an unfair or deceptive act or practice under the consumer protection act when he failed to follow the due diligence requirements of RCW 61.24.031.

14. THIRD VIOLATION OF RCW 61.24.031 AND THE WASHINGTON CONSUMER PROTECTION ACT BY STEPHEN FORD and FORD & MORTENSEN, PS A.K.A FORD, DALTON & MORTENSEN, PS

14.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

14.2. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS violated the statutory provisions and requirements of RCW 61.24.031 when second Notice of Default, on which they were named as current trustee, was served on Jeremy Alvis while failing to follow the due diligence requirements clearly stated in the chapter.

14.3. Pursuant to RCW 61.24.135, Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS engaged in an unfair or deceptive act or practice under the consumer protection act when he failed to follow the due diligence requirements of RCW 61.24.031.

15. FOURTH VIOLATION OF RCW 61.24.031 AND THE WASHINGTON CONSUMER PROTECTION ACT BY STEPHEN FORD and FORD & MORTENSEN, PS A.K.A FORD, DALTON & MORTENSEN, PS.

15.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

15.2. Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS violated the statutory provisions and requirements of RCW 61.24.031 when a second Notice of Default, on which they were named as current trustee, was served on Steve Brimmer and Cynthia Obrien while failing to follow the due diligence requirements clearly stated in the chapter.

15.3. Pursuant to RCW 61.24.135, Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS engaged in an unfair or deceptive act or practice under the consumer protection act when he failed to follow the due diligence requirements of RCW 61.24.031.

16. VIOLATION OF CONSUMER LOAN ACT, RCW 31.04 ET AL, BY PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS; TCF PROPERTIES, LLC; AND, ROBERT "BOB" CALHOUN - DIRECTLY OR INDIRECTLY EMPLOYING A SCHEME, DEVICE, OR ARTIFICE TO DEFRAUD OR MISLEAD THE BORROWERS.

16.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

16.2. It is a violation of RCW 31.04 a licensee, its officers, directors, employees, or independent contractors, or any other person subject to this chapter to directly or indirectly employ any scheme, device, or artifice to defraud or mislead any borrower, to defraud or mislead any lender, or to defraud or mislead any person. RCW 31.04 027(a)

16.3. The Defendants in this action engaged in conduct in violation of the statute.

17. VIOLATION OF CONSUMER LOAN ACT, RCW 31.04 ET AL, BY PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS; TCF PROPERTIES, LLC; AND, ROBERT "BOB" CALHOUN - DIRECTLY OR INDIRECTLY ENGAGE IN ANY UNFAIR OR DECEPTIVE PRACTICE TOWARD THE PLAINTIFFS.

17.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

17.2. It is a violation of RCW 31.04 a licensee, its officers, directors, employees, or independent contractors, or any other person subject to this chapter to directly or indirectly engage in any unfair or deceptive practice toward any person. RCW 31.04 027(b).

17.3. The Defendants in this action engaged in conduct in violation of the statute.

18. VIOLATION OF CONSUMER LOAN ACT, RCW 31.04 ET AL, BY PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS; TCF PROPERTIES, LLC; AND, ROBERT "BOB" CALHOUN - FAILURE TO MAKE DISCLOSURES TO LOAN APPLICANTS AS REQUIRED BY RCW 31.04.102 AND ANY OTHER APPLICABLE STATE OR FEDERAL LAW.

18.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

18.2. It is a violation of RCW 31.04 a licensee, its officers, directors, employees, or independent contractors, or any other person subject to this chapter to fail to make disclosures to loan applicants as required by RCW 31.04.102 and any other applicable state or federal law. RCW 31.04 027(f).

18.3. The Defendants in this action engaged in conduct in violation of the statute.

19. VIOLATION OF CONSUMER LOAN ACT, RCW 31.04 ET AL, BY PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS; TCF PROPERTIES, LLC; AND, ROBERT "BOB" CALHOUN - MAKING FALSE OR DECEPTIVE STATEMENTS OR REPRESENTATIONS WITH REGARD TO THE FINANCING TERMS OR CONDITIONS FOR A RESIDENTIAL MORTGAGE LOAN.

19.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

19.2. It is a violation of RCW 31.04 a licensee, its officers, directors, employees, or independent contractors, or any other person subject to this chapter to fail to make, in any manner, any false or deceptive statement or representation with regard to the rates, points, or other financing terms or conditions for a residential mortgage loan or engage in bait and switch advertising. RCW 31.04 027(g).

19.3. The Defendants in this action engaged in conduct in violation of the statute.

20. VIOLATION OF CONSUMER LOAN ACT, RCW 31.04 ET AL, BY PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS; TCF PROPERTIES, LLC; AND, ROBERT "BOB" CALHOUN - MAKING, OFFERING, OR ASSISTING A BORROWER TO OBTAIN A LOAN WITH A GREATER RATE OF INTEREST, CONSIDERATION, OR CHARGE THAN IS PERMITTED BY STATUTE.

20.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

20.2. It is a violation of RCW 31.04 for a licensee, its officers, directors, employees, or independent contractors, or any other person subject to this chapter to fail to engage in any device, subterfuge, or pretense to evade the requirements of RCW 61.04 including, but not limited to, making, offering, or assisting a borrower to obtain a loan with a greater rate of interest, consideration, or charge than is permitted by statute. RCW 31.04 027(o).

20.3. The Defendants engaged in conduct in violation of the statute.

21. VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT FOR EACH VIOLATION OF CONSUMER LOAN ACT, RCW 31.04 ET AL, BY PACIFIC MORTGAGE CENTER LLC; ALAN HURD; HOME CENTER DESIGN & CONSTRUCTION LLC; RICK HURD; STEPHEN FORD; FORD & MORTENSEN, PS a.k.a FORD, DALTON & MORTENSEN, PS; TCF PROPERTIES, LLC; AND, ROBERT "BOB" CALHOUN.

21.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

21.2. Any violation of this RCW 31.04 et al. is not reasonable in relation to the development and preservation of business and is an unfair and deceptive act or practice and unfair method of competition in the conduct of trade or commerce in violation of RCW 19.86.020. RCW 31.04.208.

21.3. Defendants are liable for violation of the Consumer Protection act commensurate and arising with each and every violation of the Consumer Loan Act.

22. LIABILITY UNDER CONSUMER PROTECTION ACT OF ALL DEFENDANTS JOINTLY AND SEVERALLY

22.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

22.2. The actions of all defendants as outlined above clearly demonstrates unfair or deceptive acts and practices that have directly harmed the plaintiffs, and clearly have the capacity to injury other persons.

23. ACTION TO VOID DEED OF TRUST ON RESIDENTIAL PROPERTY OWNED BY JEREMY ALVIS.

23.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

23.2. The Deed of Trust against the residence of Jeremy Alvis was obtained through unfair and deceptive acts and practices including knowing and willful misrepresentation of facts by the Defendants, de facto violations of the Washington Mortgage Brokers act, Deed of Trust Act, and failure to follow federal regulations;

23.3. The court should void the Deed of Trust as it was based on unlawful practices and acts as detailed herein.

24. ACTION TO VOID DEED OF TRUST ON RESIDENTIAL PROPERTY OWNED BY STEVE BRIMMER AND CYNTHIA OBRIEN.

24.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

24.2. The Deed of Trust against the residence of Cynthia Obrien was obtained through unfair and deceptive acts and practices including knowing and willful misrepresentation of facts by the Defendants, de facto violations of the Washington Mortgage Brokers act, Deed of Trust Act, and failure to follow federal regulations;

24.3. The court should void the Deed of Trust as it was based on unlawful practices and acts as detailed herein.

25. DEFAMATION OF CREDIT

25.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

25.2. The Creditors' foreclosure actions are based on deeds of trust that were unlawfully and fraudulently acquired by the Defendants.

25.3. The foreclosure action, Notice of Default, and Notice of Trustee's Sale has cause irreparable harm to the Plaintiffs' credit report.

25.4. The court should find the Defendants jointly and severally liable for damages arising from the wrongful foreclosure actions.

26. CRIMINAL LIABILITY OF ALL DEFENDANTS AS CO-CONSPIRATORS PURSUANT TO THE WASHINGTON CONSUMER LOAN ACT AND MORTGAGE BROKERS ACT

26.1. Plaintiffs reallege the facts in the preceding paragraphs as if fully set forth herein.

26.2. A person who violates, or knowingly aids or abets in the violation of any provision of this RCW 31.04, for which no penalty has been prescribed, and a person who fails to perform any act that it is his or her duty to perform under this chapter and for which failure no penalty has been prescribed, is guilty of a gross misdemeanor. RCW 31.04.175

26.3. The court should find the Defendants jointly and severally liable for violations of the Consumer Loan Act and refer the claims for prosecution.

PRAYER FOR RELIEF

THEREFORE, Plaintiffs respectfully request that this Court enter an order:

1. A finding of fact that the loans obtained by the Plaintiffs were for personal and consumer purposes, that were secured by owner-occupied residences;
2. Voiding the deed of trust securing the predatory loan against the residence of Jeremy Alvis;
3. Voiding the deed of trust securing the predatory loan against the residence of Cynthia Obrien;
4. Rescinding the loan contracts of the Plaintiffs pursuant to the provisions and authority of the federal Truth in Lending Act, 15 U.S.C. § 1635(f).
5. For an award to Jeremy Alvis, against Stephen Ford and Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS under the Washington Consumer Protection Act, RCW 19.86.090, for violation of the Washington Deed of Trust act by serving a notice of default while failing to engage in the mandatory due diligence requirements, of fees and costs plus the maximum amount of treble damages allowed pursuant to statute.
6. For a second award to Jeremy Alvis, against Stephen Ford and Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS under the Washington Consumer Protection Act, RCW 19.86.090, for violation of the Washington

Deed of Trust act by serving a second notice of default while failing to engage in the mandatory due diligence requirements, of fees and costs plus the maximum amount of treble damages allowed pursuant to statute.

7. For an award to Steve Brimmer and Cynthia Obrien, against Stephen Ford and Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS under the Washington Consumer Protection Act, RCW 19.86.090, for violation of the Washington Deed of Trust act by serving a notice of default while failing to engage in the mandatory due diligence requirements, of fees and costs plus the maximum amount of treble damages allowed pursuant to statute.
8. For a second award to Steve Brimmer and Cynthia Obrien, against Stephen Ford and Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS under the Washington Consumer Protection Act, RCW 19.86.090, for violation of the Washington Deed of Trust act by serving a second notice of default while failing to engage in the mandatory due diligence requirements, of fees and costs plus the maximum amount of treble damages allowed pursuant to statute.
9. For an award to Jeremy Alvis, against Steve Schneider under the Washington Consumer Protection Act, RCW 19.86.090, for violation of the Washington Deed of Trust act by serving a notice of default while failing to

engage in the mandatory due diligence requirements, of fees and costs plus the maximum amount of treble damages allowed pursuant to statute.

10. For an award to Steve Brimmer and Cynthia Obrien, against Steve Schneider under the Washington Consumer Protection Act, RCW 19.86.090, for violation of the Washington Deed of Trust act by serving a notice of default while failing to engage in the mandatory due diligence requirements, of fees and costs plus the maximum amount of treble damages allowed pursuant to statute.
11. For an award to Jeremy Alvis, against Alan Hurd under the Washington Consumer Protection Act, RCW 19.86.090, for practices on the first loan that were violations of the Washington Mortgage Brokers Act , of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.
12. For an award to Jeremy Alvis, against Robert "Bob" Calhoun under the Washington Consumer Protection Act, RCW 19.86.090, for practices on the first loan that were violations of the Washington Mortgage Brokers Act , of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.
13. For an award to Jeremy Alvis, against United Processing Services Inc DBA:

Pacific Mortgage Center, under the Washington Consumer Protection Act, RCW 19.86.090, for practices on the first loan that were violations of the Washington Mortgage Brokers Act , of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.

14. For an award to Jeremy Alvis, against Alan Hurd under the Washington Consumer Protection Act, RCW 19.86.090, for practices on the loan extension and credit increase that were violations of the Washington Mortgage Brokers Act , of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.

15. For an award to Jeremy Alvis, against Robert “Bob” Calhoun under the Washington Consumer Protection Act, RCW 19.86.090, for practices on the loan extension and credit increase that were violations of the Washington Mortgage Brokers Act , of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.

16. For an award to Jeremy Alvis, against United Processing Services Inc DBA: Pacific Mortgage Center, under the Washington Consumer Protection Act, RCW 19.86.090, for practices on the loan extension and credit increase that were violations of the Washington Mortgage Brokers Act , of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.

17. For cumulative awards to the Plaintiffs for each violation of the Consumer Loan Act and Consumer Protection act in the maximum amount allowed by statute for each violation.

18. For an award to all Plaintiffs against all Defendants, under the Washington Consumer Protection Act, RCW 19.86.090, for unfair business practices that are likely harmful to others, of fees and costs, plus the maximum amount of treble damages allowed pursuant to statute.

19. For an award of economic, incidental, and consequential damages against the Defendants, jointly and severally, resulting from the fraudulent actions by which the Defendants made and administered the loans.

20. For an award of economic, incidental, consequential and punitive damages against the Defendants, jointly and severally, caused by the Defendants' unscrupulous and unconscionable actions with regard to the loan contracts.

21. For an award of economic, incidental, consequential and punitive damages against the Defendants, jointly and severally, caused by the Defendants' Infliction Of Emotional Distress/Tort Of Outrage;

22. For an award of economic, incidental, consequential damages against the Defendants, jointly and severally, incurred as a result of damaged credit caused by the unlawful and fraudulent deeds of trusts and foreclosure

actions;

23. For General and punitive damages in the amount of two million dollars per fraudulent and predatory loan; and,

24. For Such other and further relief to which Plaintiffs may be justly entitled including, but not limited to additional punitive damages sufficient to protect others from similar acts by the Defendants.

25. To refer the these allegations regarding all Defendants to the Washington Office of the Attorney General and the Department of Financial Institutions for further investigation.

26. To refer the these allegations regarding the actions of the Stephen Ford of Ford & Mortensen, PS a.k.a Ford, Dalton & Mortensen, PS to the Washington State Bar Association for further investigation regarding violations of the Rules of Professional Conduct.

RESERVATION OF RIGHTS

Plaintiffs reserve the right to amend their complaint consistent with new information that is likely to be found through the discovery process.

Dated: January 28, 2025

Respectfully submitted,

By: s/John Pierce/

John Pierce, WSBA # 38722
Attorney for Plaintiffs
LAW OFFICE OF JOHN PIERCE, P.S.
224 2nd St., #330
Cheney, WA 99004
Tel: (509) 210-0845
e-mail: john@lawps.com