

# Man shot by deputy in 2006 O'Brien incident files federal lawsuit

(Continued from page 1)

Equal Protection Act, and demands a trial by judge.

States the suit: "Individually listed Defendants are liable for violations of the Oregon Constitution, and are liable for assault, negligence, intentional infliction of emotional distress, intentional infliction of physical distress, endangering the life, safety, health and physical well being of Plaintiff Kurtis Kern Korff; negligent infliction of emotional distress, perjury; conspiracy to commit perjury and lie, conspiracy to commit malicious prosecution in violation of state laws."

The suit accuses the county and OSP of "knowingly engaging in and conspiring to execute a false or phony prosecution which was only and always without merit; it was in fact malicious prosecution." It states that the defendants also "carried out their wanton and malicious acts entirely based on false pretenses, whereas others of these Defendants actually fabricated evidence."

Geiger "is sued both in his

individual and official capacity" and is accused of "unlawful and unjustified use of deadly force" against Korff. The suit also states that Geiger "lied under oath and under penalty of perjury about his involvement and direct role in the shooting and attempted murder" of Korff, along with Johnson.

Johnson and Geiger "fired a total of seven rounds from their weapons between them," the suit states. It accuses Johnson of "specifically shooting Plaintiff Kurtis Korff in the right temporal region of his head, from 'point blank' range."

## Official Forensics Questioned

The suit also casts aspersions on the forensics used in Korff's criminal case.

"The processing of the crime scene and its claimed 'evidence' was not performed in an objective nor scientific manner," the suit states. "OSP and Defendants Josephine County failed to adequately investigate and process this crime scene, which resulted in the Plaintiff being falsely charged with at-

tempted murder and assault."

Also mentioned in the suit is the accusation that Geiger's father, a JCSO reserve deputy, "'guarded' the crime scene involving an officer shooting by his own son."

Particular questions are raised in the suit surrounding the ballistics of the bullet shot at Korff.

The suit states, "Police reports indicate Geiger shot Korff through the windshield. Bullets that penetrate glass usually have fragments of glass embedded in them.

"Absolutely no glass was identified by the crime lab nor in any examination conducted by any party on the bullet that penetrated Korff. No fine glass fragments were noted in or near the entrance wound."

## Lingering Medical Issues

According to the lawsuit, "Korff required two units of blood transfused and was emergently transported via Life Flights to OHSU Hospital in Portland" immediately after being shot on Feb. 26, 2006.

The suit states that the bul-

let that struck Korff was removed from his jaw on July 20, 2006, nearly six months after the shooting. It is now claimed in the lawsuit that Korff's jaw has healed improperly because of the delay.

"His doctor indicated the bullet had caused a major infection and should have been removed much earlier," the suit states. "This deliberate decision not to remove the bullet... caused extreme pain, permanent nerve damage, migraine headaches, balance and equilibrium problems that may be permanent now, thanks to Defendants willfully breaking the law, and now broken teeth."

Korff has "suffered physical pain and suffering, including problems with ordinary tasks such as eating, walking and enjoying a pain-free life" since being shot, the suit states.

## Claims for Relief

The first claim for relief listed in the lawsuit stems from allegations that the defendants deprived Korff of his civil rights "arising from the use of deadly force." It singles out Geiger and

Johnson, and states that the deputies "decided to use deadly force against Korff even after observing that Korff was unarmed" and "made a choice to use a higher level of force to make Korff comply with commands when Korff presented no danger to anyone and was therefore objectively unreasonable under the circumstances.

"Neither Defendant attempted to use a degree of force less than a gun," the suit states. "Neither Defendant had probable cause to believe that Korff presented any danger to themselves or others."

The second claim for relief states that Korff's federal civil rights to due process were violated. It states that the defendants did not provide "exculpatory evidence in their possession to Plaintiff and his counsel" including crime scene photos, forensic tests, reports and internal affairs reports about the shooting.

According to the lawsuit, Korff's criminal attorney, Mary Landers, "was not aware at the time of the first trial of the ex-

culpatory evidence."

The defendants listed in the suit are accused of attempting to coerce Korff into a guilty plea under the seventh claim for relief.

"Defendant deputies, acting under color of their offices, threatened, intimidated, and coerced Plaintiff while in his jail cell, or needlessly accompanied Plaintiff to medical appointments," the suit states. "Said actions were done with the intent of scaring Plaintiff into pleading guilty."

Johnson is specifically mentioned in the lawsuit, which states that he "repeatedly attempted to intimidate Korff." The suit states that "Korff's mother had to write the Sheriff to put a stop to Johnson's intimidation of Korff," and that Gilbertson later removed Johnson from duties at the jail as a result.

Neither Gilbertson nor Josephine County Legal Counsel Steve Rich would comment on the suit. Rich did state, however, that the county would seek outside counsel in handling it.

## LEGAL NOTICE

TRUSTEE'S NOTICE OF SALE Loan No.: 0059611004 T.S. No.: OR-09-272695-SH Reference is made to that certain deed made by ROBERT HATCHER as Grantor to FIRST AMERICAN TITLE INSURANCE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION, as Beneficiary, dated 12/11/2006, recorded 12/14/2006, in official records of Josephine County, Oregon, in book/reel/volume No. XXX, at page No. XXX fee/file/instrument/microfile/reception No. 2006-025041 covering the following described real property situated in said County and State, to wit: APN: R331523 FOR FULL LEGAL SEE ATTACHED EXHIBIT "A" EXHIBIT "A" REAL PROPERTY IN THE JOSEPHINE, STATE OF OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 2, TOWNSHIP 40 SOUTH, RANGE 8 WEST OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY OREGON; THENCE EAST 433 FEET TO THE WEST RIGHT OF WAY LINE OF THE BRIDGEVIEW AND TAKILMA COUNTY ROAD; THENCE NORTH 20°24' EAST ALONG SAID RIGHT OF WAY LINE 446 FEET, TO THE TOP OF THE SOUTH BANK OF THE DIVERSION CUT FOR WHAT IS KNOWN AS HOPKINS SLOUGH; THENCE NORTHWESTERLY ALONG THE TOP OF SAID BANK WITH ITS MEANDERING'S 525 FEET, MORE OR LESS, TO THE MOUTH OF SAID CUT; THENCE WEST 364 FEET TO THE LINE BETWEEN THE EAST HALF AND WEST HALF OF SECTION 2, TOWNSHIP 40 SOUTH, RANGE 8 WEST OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY OREGON; THENCE SOUTH ALONG SAID LINE 854 FEET, MORE OR LESS TO THE POINT OF BEGINNING. EXCEPTING THEREFROM; THAT PORTION CONVEYED TO JOSEPHINE COUNTY (PUBLIC WORKS), A POLITICAL SUBDIVISION OF THE STATE OF OREGON, AS DISCLOSED IN WARRANTY DEED RECORDED OCTOBER 10, 2006 AS DOCUMENT NO. 2006-020385. NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008 TAX PARCEL NUMBER: R331523 AND R344091 Commonly known as: 4180 TAKILMA ROAD CAVE JUNCTION, OR 97523 Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: Installment of principal and interest plus impounds and/or advances which became due on 1/1/2009 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement. Monthly Payment \$3,357.88 Monthly Late Charge \$133.03 By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$391,856.47 together with interest thereon at the rate of 7.0000 per annum from 12/1/2008 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that, FIRST

AMERICAN TITLE INSURANCE COMPANY, the undersigned trustee will, on 8/25/2009, at the hour of 01:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at At the front door to the Josephine County Courthouse, Sixth and "C" Street, Grants Pass, OR County of Josephine, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to [www.priorityposting.com](http://www.priorityposting.com). In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service. If there are any irregularities are discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. Dated: 4/22/2009 FIRST AMERICAN TITLE INSURANCE, as Trustee By: Quality Loan Service Corp. of Washington, as agent Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 OR-09-272695-SH Signature By: SETH OTT, Assistant Secretary For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attempting to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P#562606

Publish & Affd:

5/6, 5/13, 5/20, 05/27/2009

TRUSTEE'S NOTICE OF SALE Loan No.: 0596512305 T.S. No.: OR-09-268882-SH Reference is made to that certain deed made by BRUCE M. STEEL AND VETTA E. STEEL, AS TENANTS BY THE ENTIRETY as Grantor to TICOR TITLE COMPANY, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR GATEWAY BUSINESS BANK, DBA MISSON HILLS MORTGAGE BANKERS, as Beneficiary, dated 11/5/2007, recorded 11/13/2007, in official records of Josephine County, Oregon, in book/reel/volume No. XXX, at page No. XXX fee/file/instrument/microfile/reception No. 2007-021555 covering the following described real property situated in said County and State, to wit: APN: R300784 THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 SOUTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON. Commonly known as: 1447 GREENBACK MINE ROAD WOLF CREEK, OR 97497 Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: Installment of principal and interest plus impounds and/or advances which became due on 1/1/2009 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement. Monthly Payment \$2,713.12 Monthly Late Charge \$135.66 By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$408,663.31 together with interest thereon at the rate of 6.8750 per annum from 12/1/2008 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that, FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned trustee will, on 8/18/2009, at the hour of 01:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the front door to the Josephine County Courthouse, Sixth and "C" Street, Grants Pass, OR County of Josephine, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said trust deed, together with any inter-

est which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to [www.priorityposting.com](http://www.priorityposting.com). In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service. If there are any irregularities are discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. Dated: 4/14/2009 FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee By: Quality Loan Service Corp. of Washington, as agent Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 OR-09-268882-SH Signature By: HAZEL GARCIA, Assistant Secretary For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attempting to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P#559251

Publish & Affd: 4/22, 4/29, 5/6, 05/13/2009

TRUSTEE'S NOTICE OF SALE Loan No.: 5002638386 T.S. No.: OR-08-190570-CM Reference is made to that certain deed made by DAVID M HERNON AND MICHELE D HERNON, AS TENANTS BY THE ENTIRETY as Grantor to LAWYERS TITLE REALTY SERVICE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR CAPITAL ONE HOME LOANS, INC., as Beneficiary, dated 5/13/2005, recorded 5/27/2005, in official records of Josephine County, Oregon, in book/reel/volume No. xxx, at page No. xxx fee/file/instrument/microfile/reception No. 2005-011815 covering the following described real property situated in said County and State, to wit: APN: R331482 PARCEL A: Parcel 2 of PARTITION PLAT NO. 1992-104, in Josephine County, Oregon. PARCEL B: Easement for the benefit of Parcel No. A, as created by instrument Recorded: Mach 25, 1968, Volume 258, Page 564, Records of Josephine County, Oregon, for Ingress and Egress. Subject to the terms, provisions and conditions set forth in said instrument. Commonly known as: 4411 HOLLAND LOOP RD CAVE JUNCTION, OR 97523 Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: Installment of principal and interest plus impounds and/or advances which became due on 8/18/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement. Monthly Payment \$715.62 Monthly Late Charge \$35.78 By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$71,397.48 together with interest thereon at the rate of 9.4300 per annum from 7/18/2008 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that, FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned trustee will, on 8/17/2009, at the hour of 1:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at At the front door to the Josephine County Courthouse, Sixth and "C" Street, Grants Pass, OR County of Josephine, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said trust deed, together with any inter-

est which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to [www.priorityposting.com](http://www.priorityposting.com). In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service. If there are any irregularities are discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. Dated: 4/10/2009 FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee By: Quality Loan Service Corp. of Washington, as agent Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 OR-08-190570-CM Signature By: Hazel Garcia, Assistant Secretary For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attempting to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P#558281

Publish & Affd: 4/22, 4/29, 5/6, 05/13/2009