



# GENERAL LIABILITY CLAIM AGAINST THE CITY OF PORTLAND



\* for damages to persons or property \*

File Number: 2023-015516-20

A claim must be filed with City of Portland Risk Management within 180 days after the occurrence of the incident or event.  
Normal business hours: Monday through Friday, 8:00am to 5:00pm. Closed on official holidays.

Claims received during regular business hours will be recorded on the date received.  
Faxed or emailed claims received after business hours will be recorded on the next working day.

**Please be sure your claim is against the City of Portland, not another public entity.**

Where space is insufficient, please use additional paper and identify information by section number and letter.

Completed forms may be mailed, emailed, faxed, or hand-delivered to:

Risk Management/Liability, 1120 S.W. 5<sup>th</sup> Ave., Suite 1040, Portland, OR 97204-1912, Ph: 503-823-5101,  
Fax: 503-823-6120 LiabilityClaims@portlandoregon.gov

**1. Claimant** (Circle: Mr. Mrs. Ms. Miss) Mr. Justin McDonald Date of Birth [REDACTED]  
 a. Address 2941 NE Ainsworth St City Portland State Or Zip 97211  
 b. Home Phone \_\_\_\_\_ Business Telephone \_\_\_\_\_ Cell Phone 971-506-7929  
 c. Occupation Professional Door Dasher Marital Status: Single () Married ( ) Divorced ( ) Widowed ( )  
 If married, name of spouse \_\_\_\_\_  
 d. E-mail address [REDACTED]

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**2. If claim involves a vehicle:** a. Year, make and model \_\_\_\_\_  
 b. License Plate Number \_\_\_\_\_ Driver's License Number \_\_\_\_\_ State \_\_\_\_\_  
 c. At time of accident, were you (check all that apply) Owner:  Driver  Passenger  N/A   
 d. Name and address of owner if different from claimant (1. Above) \_\_\_\_\_

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State

**3. Occurrence or event from which the claim arises:**

a. Date 10.12.23 Time 3pm Circle AM /  PM  
 b. Place (exact and specific location) 17th between Raleigh/Savior

c. Specify the particular occurrence, event, act, or omission by the City that you believe caused the injury or damage (use additional paper if necessary): RR BioClean Kim James & Jarred Lewis took ~~my~~ my stuff to store for up to 30 days on Oct 12, 23 & on 21, 27 Oct 1 & 7th of Nov I called to retrieve my belongings but was told there was nothing under that address see exhibit attachment

d. State how the City of Portland or its employees were at fault: Kim James Supervisor of SSCC told rapid response how to label the items per Sara Angel MAY 28 2024.

e. Were you on the job at the time of the accident? Yes \_\_\_\_\_ No   
 If yes, what is the name / phone number of employer \_\_\_\_\_

4. Description: Describe the injury, property damage or loss so far as is known at the time of this claim. \_\_\_\_\_

Property see Exhibit 3-12 9,200  
60 days spent jail for being late to court 1-8-24 due to lack of transportation see exhibit 2

5. \*We are required to report all claims for injuries to Medicare/Medicaid Services\*  
If you were injured please provide the following: Social Security #: \_\_\_\_\_  
Medicare/Medicaid Beneficiary? Yes \_\_\_ No  8,333

6. Give the name(s) of the City employee(s) and/or City Bureau causing the damage or injury SSCC Kim James Jarred Laws & respected bureaus 1,472 <sup>printout</sup>

7. Name and address of any other person injured \_\_\_\_\_ Sara Angel RR Bio Clean  
owner Rapid Response LLC

8. Name and address of the owner of any damaged property if different from claimant \_\_\_\_\_ Bio Clean LLC

9. Damages claimed:

- a. Amount claimed as of this date: \$ 19,005
- b. Estimated amount of future costs: \$ 92 per day
- c. Total amount claimed: \$ 19,005

d. Basis for computation of amounts claimed (include copies of all bills, invoices, estimates, etc.): \_\_\_\_\_

A.) Property Loss (10 bags) See exhibit 3-12 9,200 1,472 Job Loss  
B.) Jail time (60 days) 8,333 see exhibit 2 8,333 due to missing bike now.

10. Names, addresses / phone #s of all witnesses Max Jimenez Sutton (503) 515-8625  
Kim James, ? Jarred Laws?

11. Any additional information that might be helpful in considering your claim I've been done wrong by Rapid Response 1 other time close to as severe as this Jan 22 & minor time summer of 22 but I filed nothing. I'm from Portland, OR lived here 95% of my life & never filed a single lawsuit. I'm not a ambulance chaser I've filed 0 lawsuits in my life.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM! (ORS 162.085)  
I have carefully read the statements made in this claim, including any attached sheets, and I know them to be true of my own knowledge, except as to those matters stated upon information or belief and to such matters I believe the same to be true. I understand and acknowledge that all statements made in this claim are made to a public servant of the City of Portland, and that the statements are in connection with an application for a benefit from the City of Portland.

Date: 7-11-24  
Justin McDonald  
Claimant's Signature

Justin McDonald  
Print Name

Please help me get justice.  
All lives matter.

## General Liability Claim Against The City of Portland

### I. **Section 3.: Occurrence or event from which the claim arises:**

**Subsection 3.(c):** *Specify the particular occurrence, act, or omission by the City that you believe caused the injury or damage (use additional paper if necessary):*

Rapid Response/BioClean, LLC (“Rapid Response”), in their official capacity as a Third-Party Contractor (cite applicable Contract) to the City, swept my encampment, located on 17th and Savior, on October 12, 2023. During the official encampment sweep (“the Sweep”), Jarred Lewis and Kim James directed me to dispose of my belongings. Furthermore Kim James instructed me that I would receive a “Tiny Home” located on S.E. 12th and Powell Blvd. (aka, the “Clinton Triangle”). During this Sweep, I was deciding which of my belongings to keep in my possession and what to allow to be bagged and stored with the reassurance that my property would be returned. Additionally, Rapid Response took official possession of my personal property (e.g., cell phone, audio speakers, electric bike, etc) during the Sweep, which they deemed “storable”, with the legally mandated obligation to safely store for a period of 30 days.

I placed several calls to the Rapid Response principal business office on or around: October 21st, 2023; October 27th, 2023; November 1st, 2023; and November 7th, 2023 in order to retrieve my personal property. On October 21st, 2023 and October 27th, 2023, Rapid Response personnel stated to me that they would return my call via telephone, yet never did so. On November 1st, I spoke directly with a Rapid Response Manager, who informed me that the only personal property taken from the “17th and Savior Sweep” belonged to “Joseph” (another houseless citizen who resided in the encampment). Additionally, on November 1st, 2023, I spoke to a Rapid Response Manager (name currently unknown) who informed me that he would inquire into the whereabouts of my personal property and determine why “Joseph” was the only name listed on the belongings in Rapid Response’s possession. Sara Angel (Rapid Response Manager) informed me that she would personally call me back, yet never followed through on that promise.

Subsequently, on November 7th, 2023, I called Rapid Response and spoke with a male Manager. I relayed the communications of my last three phone calls, including the clear lack of return calls by Rapid Response. He stated that Rapid Response had recently parted ways with two female Rapid Response warehouse employees, who were responsible for the custodianship and oversight of personal property located within the Rapid Response warehouse, and that their departure had directly contributed to the personal property mislabeling and ownership confusion. Finally, on or about November 23rd, 2024, Mr. Max Jimenez-Sutton (“Max”) (Street Roots

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Advocacy and Outreach Worker)<sup>1</sup> was able to personally contact me during his outreach work of passing out supplies to the homeless community. He had been unsuccessfully attempting to reach me since the beginning of November to inform me that my bike and other personal affects had been erroneously tagged "Hwy. 30 Interchange", instead of "17th and Savior". Additionally, Max informed me that he was retrieving his belongings. Max and his fellow Street Roots Ambassador Project colleagues and had set up a decoy encampment, on "17th and Savior" in order to monitor Sweeps and how Rapid Response conducted their duties as dictated by their 3rd party City Contract.<sup>2</sup> Subsequently, Max had been informed by Rapid Response representatives that his property had been mixed with my personal property under the erroneous "Hwy. 30 Interchange" tag.

## II. **Rapid Response's Consistent Pattern of Negligent Performance of Contractual Duties.**

The above-mentioned erroneous personal property labeling constituted the third occurrence within which Rapid Response ("**RR**") negligently conducted their contractually-obligated duties and, consequently, caused me direct monetary damages (*See, Exhibits # 2-12*).

### A. **January 2022 Occurrence:**

Specifically, in January of 2022, **RR** took possession of my Yuba Spicy Curry motorized Bike (same Bike as referenced above) as well as 19 bags of my personal property. Two weeks after **RR** taking possession of said property, I personally obtained a storage unit located at 22nd and Vaughn (2088 N.W. Vaughn Street, Portland, Oregon 97209). Nevertheless, **RR** stated that they couldn't deliver my possessions to the storage unit because they had "just swept". **RR** representatives openly admitted that their inability to deliver my possessions to the nearby storage facility was "a policy that needed to be changed." At that time, I was working with **RR** to be made whole due to my considerable property losses. **RR** did return my motorized Bike. Nevertheless, my other personal belongings were thrown away after the 30-day window had expired. These belongings represented the sum total of my life's possessions after having recently lost my apartment (e.g., family photo, heirlooms, clothing, footwear and electronics).

Thus, despite having been swept from the Portland State University Park Blocks area and the storage unit being located three (3) miles from said location, **RR** admitted that they erred. Moreover, **RR** terminated the employee with whom I was dealing, after which point **RR**

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<sup>1</sup> Max has co-authored an Advocacy Paper entitled, "**2022/2023 Ambassador Team Advocacy Project.**", which details, with specificity, the plight of houseless citizens with regard to reclaiming their seized possessions from Rapid Response in the aftermath of these encampment sweeps. (*See, Advocacy Paper attached as Exhibit #1*).

<sup>2</sup> *See, Exhibit #1.*

implemented a new method of filing initial official complaints through the City of Portland, and subsequent complaints via Small Claims Court. After this negligent occurrence, I was painstakingly forced to rebuild my personal possessions.

**B. Summer 2022 Occurrence:**

In the Summer of 2022, **RR** again negligently posted a mis-labeled “Notice of Intent” to sweep on “17th and Savior”. Their representatives informed me that they would correct the mislabeled posting, that I should not worry about the error and my possessions would be safe. Nevertheless, eight (8) days after the acknowledged mislabeled posting, **RR** arrived on the scene and began disposing of my personal property, along with other BIPOC members of the encampment *exclusively*, until I made them contact their current Managing Supervisor. Ms. Sarah Angel, however, was on the scene during said sweep and has personally stated that she also recalls this occurrence. As a direct result of this erroneous sweep, I suffered approximately \$850.00 in lost articles of clothing, a Tent, a Canopy, as well as multiple pairs of brand new footwear. I refrained from filing any official civil action to be made whole for my property losses and other associated damages stemming from **RR**’s negligent and/or intentionally tortious performance of their duties under their contract with the City of Portland. To date, despite having had a coffee meeting with Ms. Sarah Angel and her driver<sup>3</sup> on Tuesday, May 28, 2024, during which time she explicitly acknowledged **RR**’s negligence in the recovery of my E-Bike, and other personal possessions, neither Ms. Angel, nor any other **RR** representative, has contacted me again regarding compensation for my property loss and/or associated damages.

**II. City of Portland’s Liability for Damages (Negligence, Gross Negligence, Respondeat Superior Liability).**

As factually detailed above, the City of Portland is directly liable for my personal property damages, consequential damages and continuing accrued damages stemming the City’s own Negligence, as well as the from the Negligence, Gross Negligence and/or Intentional malfeasance, committed by **RR**’s agents and/or representatives, given the City’s direct contractual relationship with **RR**, and the **City’s knowledge of adverse litigation** stemming from **RR**’s consistent tortious business practices<sup>4</sup> while administering their \$26,000,000.00/year “Houseless Encampments” clean-up contract. Unfortunately, **RR**’s consistent tortious business practices have allowed them to target one of the most vulnerable populations in the Portland

<sup>3</sup> Ms. Angel is apparently currently prohibited from driving due to a recent DUII conviction.

<sup>4</sup> See, [Portlandmercury.com](#) (“**Rapid Response Bio-Clean Settles Lawsuit with Man Whose Property Was Thrown Away During Homeless Camp Sweep.**”), August 22, 2023; (“**Oversight Questions Arise as Portland Pays to Clean Up Homeless Campsite.**”), January 6, 2019; [Streetroots.org](#), (“**Homeless Portlanders report ongoing issues retrieving personal items after sweeps.**”), January 17, 2024.

Metro Area, thereby unjustly enriching itself, and its agents/representatives, with the stolen and/or intentionally misallocated personal property of Houseless citizens, scarcely surviving within Portland's urban centers.

Jarred Laws (*Portland Fire Bureau*, Inspector) and Kim James (*City of Portland, Street Service Coordination Center*, Supervisor) explicitly promised me a Tiny Home, located within the Clinton Triangle, a very urban area in close proximity to downtown Portland, as well as the *safe return of my personal property*. Additionally, Kim James took photographs of my personal property as well as my motorized bike (my sole form of personal transportation during that time period). Unfortunately, their promises were never satisfied five (5) days past the date promised. I actually obtained a Tiny Home, located on Multnomah Drive, near the Tigard suburban area, 20 minutes from downtown Portland via public transportation. This is a very unwelcoming, potentially racially hostile, and anti-homeless centric geographic location, especially for an adult male of clear BIPOC affiliation. Moreover, I never received my personal property.

As a direct result of the Negligent and/or Intentional actions of **RR** and the City of Portland, I, Justin McDonald, officially request the following:

**Damages Sustained and Compensation Requested:**

***From: Rapid Response Bio-Clean, LLC:***

- A. *Property Damages:* \$9,200.00<sup>5</sup>; and
- B. *Consequential Damages:* \$8,333.00.<sup>6</sup>
- C. *Continuous Accruing Damages:* \$133.00/day (w/ missing Yuba Spicy Curry Bike) vs \$40.00/day (w/ Golden Falkn Bike).

***Earning Differential:*** \$92.00 x 16 days =  
\$1,472.00. (June 24, 2024 - July 9th, 2024).

***Total Compensatory Damages:*** \$19,005.00.

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<sup>5</sup> See, Exhibits # 3-12.

<sup>6</sup> The "**Consequential Damages**" represent compensation for the incarceration time that I suffered from being held in "contempt" of Court after being late to a scheduled hearing due to my lack of transportation (i.e., my motorized bike). See, Exhibit # 2.

***From: The City of Portland:***

- A. *Property Damages:* \$9,200.00<sup>7</sup>; and
- B. *Consequential Damages:* \$8,3333.00<sup>8</sup>;
- C. *Continuous Accruing Damages:* \$133.00/day (w/ missing Yuba Spicy Curry Bike) vs \$40.00/day (w/ Golden Falkn Bike).

***Earning Differential:*** \$92.00 x 16 days = \$1,472.00. (June 24, 2024 - July 9th, 2024).

***Total Compensatory Damages:*** \$19,005.00.

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<sup>7</sup> See, Exhibits # 3-12.

<sup>8</sup> See, Footnote # 4.

## 2022/2023 Ambassador Team advocacy project

Advocating and assisting in the retrieval of personal belongings and property taken and lost during street sweeps.

**Information for those who need to retrieve their personal belongings from the Multnomah city website** <https://www.portlandoregon.gov/toolkit/75189>

All property collected by the City of Portland is maintained by Rapid Response Bio Clean, at their storage facility, for a minimum of thirty (30) days after the day it was collected. Individuals may inquire with Rapid Response Bio Clean to locate their property.

**Please call (503) 387-1336; Monday through Friday, 9:30 a.m. to 3:30 p.m. or Saturday, 10:30 a.m. to 2:30 p.m.**

### Mandatory Storage Policy

All City contracted campsite clean up crews are instructed to store the items regardless of condition:

- Tents regardless of condition (soiled, ripped, wet, etc.)
- Tarps unless damaged beyond useful purpose
- Sleeping Bags/Blankets
- Boots/Shoes
- Backpacks/Purses
- Cash/debit cards/Oregon Trail Card (cash must be counted and photographed in the field) Prescribed medication
- Any form of personal identification i.e.: Driver's License, Social Security Card, Birth Certificate, Passport, TPI Card, etc.
- Bikes/Bike Trailers (if operable and in working order)
- Tools (not fasteners i.e., screws, bolts, nails)
- Cell Phones/Computers/Electronic Devices

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### Non-Storage Policy

City contracted campsite cleanup crews cannot store any of the following, except as specified

- Pets
- Food/Beverages - Except food and beverages that are in an unopened container and are non-perishable for the next 30-days.
- Water-logged items - Except items on the mandatory store list unless (except as otherwise excluded below), which will be stored in a separate bag from other, dry items
- Items so contaminated with human or animal bodily fluid or waste; vermin, bugs, insects, or other materials that are known to be harmful, that the item is either unusable or exposure to the item during transportation and storage will likely lead to injury or health problems for people who are exposed to the item.
- Gasoline, kerosene, lighter fluid -Except kerosene or lighter fluid will be stored if they are in their original, capped, undamaged container.
- Empty gasoline cans containers- Except such empty containers or cans will be stored if they no longer have gasoline residue or fumes emanating.



### Action plan:

1. What property is reclaimable and what is throwaway.
  - a. Research, research, research.
2. Testing out the reclaiming process.
  - a. Finding a posted location
  - b. Developing a relationship with the people living at this location and see if they would be willing to help us test the reclaiming process.
  - c. Set up camp
  - d. Leaving specific property that we know is reclaimable.
  - e. Following the steps given by multnomah city website to reclaim our property.

**10/06/2023**

We set out to identify new sweep postings that would work well with our timeline. Our attention was drawn to a sizable camp situated on NW 17th and NW Raleigh in Slab Town based on our past outreach efforts. Confirming our hunch, we discovered a posting dated October 5th, 2023, at 9:40 a.m. The subsequent step involved briefing the camp residents about our project and gauging their willingness to collaborate with our team. Our designated contact in the area was Justin, representing the camps in the vicinity and after speaking with Justin he was on board and even offered to assist in monitoring anything the team needed to leave overnight. We then departed, intending to return on Monday.

During our brief conversation with Justin, we delved into his experiences with Rapid Response. Prefacing his accounts with a disclaimer that he harbored no ill feelings toward Rapid Response, Justin expressed his respect and high regard for many individual workers within the organization. Interestingly, he recounted a positive history with Rapid Response, citing a collaborative effort to reclaim his property. In a previous situation, they had even worked with him to facilitate the delivery of his belongings.

Justin's ordeal began with a post, followed swiftly by a sweep that resulted in the loss of his entire livelihood. However, there was a glimmer of hope. When Justin reached out to Rapid Response about retrieving his property, they confirmed having it and offered to deliver it to him. Armed with this information, Justin secured a storage unit and requested his property to be delivered there.

Complications arose when he discovered that the vicinity of his storage unit and its surroundings had recently undergone a sweep. Adhering to Rapid Response policy, they mandated a two-week period of keeping a swept site empty. Consequently, they refused to allow the delivery of his property anywhere close to the unit. Complicating matters further, Justin found himself subject to another Rapid Response policy stipulating that swept positions would only be reserved for a "minimum" of 30 days. This left Justin in a challenging predicament, with a significant amount of property needing to be dropped off. If he opted for the nearest allowable area, he would lack the necessary means to transport all his supplies, risking substantial losses during trips to and from his storage unit.

On the flip side, waiting posed the risk of Rapid disposing of Justin's property since his 30-day reclamation window coincided with the required two-week empty period for the storage

unit to be an eligible drop-off area. Despite this, Justin opted for patience and endured the two-week wait. Throughout this period, he maintained consistent communication with Rapid, keeping them informed about his situation and closely monitoring the status of his possessions. He even received verbal assurance that his supplies were set aside, accompanied by detailed accounts of all items belonging to him.

As soon as the two weeks elapsed, Justin promptly contacted Rapid Response, only to be met with the disheartening news that his belongings were no longer available for reclamation—they had been taken to the dump. Unfortunately, he missed the minimum 30-day deadline by a mere two days. However, Justin's narrative took a surprising turn, as his positive rapport with certain Rapid Response personnel resulted in the organization providing him with bags containing items left unclaimed after failing the 30-day threshold. This continued for a brief period until the person orchestrating the drop-offs was dismissed from their position at Rapid Response, seemingly due to inventory mismanagement.

Later that night, a visit was made back to the camp with the Janus Youth Program Yellow Brick Road street outreach team to aid several youths who would be present during the sweep. These youths sought a new tent and supplies to commence their moving process. During this visit, Justin introduced us to Pat, an older individual with significant experience dealing with Rapid Response. Pat, having lived on a grassy island between NW Vaughn St and US-30, recounted an encounter with Rapid Response during his sweep. Although absent during the sweep, he had set up cameras around his camp, capturing video evidence of Rapid Response redistributing his property amongst themselves and anyone present.

Motivated to reclaim his belongings, Pat shared a story of calling Rapid Response to help a fellow campmate retrieve an espresso machine that had been swept. Rapid Response claimed they had it and even delivered it. Surprisingly, it turned out to be the same espresso machine taken from Pat's camp. Diligently cataloging his possessions, Pat recognized it by the serial code. He still possessed the video evidence and offered to share it with us. Additionally, Pat disclosed personal details about himself, including his extensive education with a master's degree in business. Despite being diagnosed with cancer in 2015 and initially given a few months to live, despite this, Pat defied the odds and perseveres years later.

### **10/09/2023**

Today, our focus was on establishing a camp, providing food for Justin and a few others, and patiently awaiting Rapid's arrival. Surprisingly, Rapid did not show up, a fortunate turn of events that afforded us valuable time to better prepare for the following day. Acting on Justin's suggestion, we took the initiative to secure the tent by installing locks on the doors. Once this task was completed, we entrusted the camp to Justin's capable supervision and departed.

### **10/10/2023**

Today, we spent the entire day anticipating Rapid's arrival, only to be disappointed as they once again failed to show up. The prolonged uncertainty about their schedule has prompted many camp residents to gather what they could and leave. This ongoing unpredictability has noticeably increased stress levels, particularly for Justin. Despite his continuous efforts to relocate his belongings, the lingering uncertainty of when Rapid will appear seems to weigh heavily on him.

Justin has been tirelessly working since he received the notice, but with more tasks on the horizon, the prolonged absence of Rapid is both a blessing and a source of anxiety. The prospect of them showing up at any moment keeps him on edge. Additionally, Justin shared concerns about Pat's deteriorating condition. Pat, grappling with age and battling cancer, has been experiencing memory lapses, making conversations challenging.

Recognizing that Rapid was unlikely to arrive, we eventually made the decision to leave the camp, with hopes that tomorrow might be the day.

**10/11/2023**

Today marked the third day of having the camps set up, and upon our arrival, we received the disheartening news that Rapid had already visited the camp. Although they hadn't initiated the sweep, they informed Justin and the camp residents that they would return in a few hours to commence the process. Regrettably, they left everyone hanging without providing a precise time frame.

In response, we took the initiative to provide breakfast for the camp residents and settled into a waiting game. Our strategy involved Shaggy staying in the tent to engage with Rapid once they arrived. He planned to inform the workers that he needed to leave temporarily and would be back soon. However, the intention was for him not to return, leaving Rapid with no alternative but to proceed with sweeping his property.

Despite our patience throughout the morning and afternoon, nobody from Rapid showed up. It became evident that the camp would likely be subject to a sweep first thing the following morning. Based on the information gathered from Rapid, the sweep could commence as early as 8:00 and as late as 2:45, with the entire process anticipated to conclude around 4:00.

**10/12/2023**

Today, the sweep at the camp commenced early in the morning, starting on the far right side. Rapid initially focused on clearing items deemed as trash by the camp residents. Remarkably, they refrained from touching anyone's personal property for the first few hours, allowing individuals to move their belongings onto the sidewalk. Since our tent was positioned on the far left side, it remained untouched during this initial phase. Around 1:00, Rapid took a break and departed to dispose of the collected items.

During this break, we took the opportunity to converse with camp residents about their experiences thus far. One notable interaction was with Amanda, an older woman who shared positive feedback about Rapid's respectful approach. She emphasized that Rapid gave ample time for residents to organize their belongings and transition to the sidewalk. Amanda expressed gratitude for our presence, noting that it contributed to a sense of comfort during this challenging situation.

However, Amanda also mentioned an unexpected development earlier in the day when the police, coinciding with Rapid's arrival, had stopped by. While they didn't disrupt the camp, they came to arrest Pat. The circumstances surrounding Pat's arrest were puzzling, as nobody knew how the police were aware of his presence at the camp or why he was arrested on the same day as the sweep. According to Amanda, Pat was arrested for several outstanding warrants, stemming from his time living unhoused in Washington County. The arrest reportedly involved the discovery of objectionable video content in his tent during a previous sweep at that location. It's essential to note that others we spoke to were unaware of Pat's warrants, and Amanda's account was the sole mention of these serious allegations. Although I didn't inquire about the source of Amanda's information, if accurate, the details are both shocking and disheartening.

After taking a break from monitoring the camp, we planned to return around 2:20. Unfortunately, upon our return, we found that Rapid had removed the locks and left our tent unattended, open, on the sidewalk. The contents inside were not visible from a distance, and without closer inspection, we couldn't confirm if anything remained. Suspicion arose when we observed an individual, not affiliated with the camp, carrying a distinctive trowel with a long red shaft and black handle—the same one we had placed in our tent. Despite several more hours passing, there were no changes to our tent. We eventually left, intending to return tomorrow to assess the situation with our tent.

10/13/2023

Upon our arrival, we immediately noticed that our tent had been dismantled and neatly bundled up, with the tent poles placed beside it in the exact same spot as the previous day. Across the street, a group of Rapid Response workers were busily removing a completely new group of tents, accompanied by several police cars. Later, I had a conversation with District 06 Fire inspector Jared Laws, who mentioned that one of the camp residents had attacked the Rapid Response worker, thus the police we called. Nonetheless, our tent and belongings were left unattended. Seizing the opportunity, we decided to thoroughly search through the tent. While most of our possessions seemingly remained in the tent, we discovered that items such as a trowel, a backpack filled with clothing, wireless earbuds, and \$35 were missing. As I carefully examined the belongings, the Rapid Response truck shifted in front of me, and its occupants stepped out, observing my actions as we placed everything back into place. Shortly after, they bagged up the tent and left it beside their truck.

This marked the end of the sweep, with our belongings being the final items to be picked up at the camp. The Rapid workers proceeded to take photos of the location and our now-empty campsite. Meanwhile, Justin and I engaged in a conversation. He expressed his frustration over why our property had been left out overnight instead of being packed up the previous day. Before I could intervene, Justin approached the Rapid workers and confronted them about the issue. Initially, they seemed confused and defensive, denying the allegation that they had left our belongings outside overnight. Sensing that tensions were escalating, I joined the conversation and clarified that several items were missing from our tent. I also questioned why they had opened up the tent the day before but only bagged up our property just now. In response, one of the workers stated firmly, "We did not leave anyone's property outside." They emphasized that accusing them of leaving someone's belongings outside was the same as accusing them of leaving their belongings outside, pointing at a tent belonging to another individual a block away. They asserted, "We did not leave your stuff outside. You left your stuff outside."

At this point, I wanted to avoid escalating the argument, but I restated my question: why did they open the tent the previous day, leave it unattended while they worked, and then not pack it up before leaving? In response, they questioned how I knew that they had opened it and moved the tent, since I wasn't present. Given that I knew several items were missing and everything was already bagged up, I decided to drop the facade and explain how I knew. As I filled them in, I could see a realization dawning on their face that they could no longer brush off the situation. They expressed an important dilemma that Rapid workers often face - the challenge of not knowing whose belongings belong to whom. They shared that many times, people approach them when dealing with unclaimed property and claim it as their own. In this worker's moral perspective, they don't want to take something if it belongs to an individual. However, they have no way of determining whose belongings are whose, and in order to prevent situations like ours, the only solution is to take everything, regardless.

Justin then brought up the fact that he had informed a worker that the property belonged to someone who was working all day and wouldn't be present. The worker once again became defensive and questioned who Justin had informed. Justin described the person and emphasized the need for better communication among the workers. The worker then changed their tune and stated that they often leave unclaimed items out or are told that the owners will be back later, giving them a chance to claim their property. Once again, I understood the reasoning behind this approach and acknowledged it as a kind gesture. However, I reiterated that this doesn't excuse the fact that our belongings were left outside overnight, resulting in the loss of valuable possessions.

I expressed the sentiment that this issue has nothing to do with the way they perform their job, as I believed they had positive intentions. The problem lies with the job itself, which causes unhoused individuals to undergo significant amounts of trauma, stress, displacement,

living insecurities, and instability, while also violating basic human rights. These issues affect an at risk group of people in our community. No matter how the job is carried out, it will never be done in the right way.

I thanked them for the conversation and left them to finish their work, understanding that they were just doing their job and trying to navigate a difficult situation themselves.

### **10/19/2023**

Today, we had a meeting with Bronwyn to review the developments in the project. Subsequently, we initiated contact with Rapid Response to start the process of locating our belongings. According to the information provided, they acknowledged having several bags from our location that remained unclaimed but hadn't been cataloged yet. In response, they extended an invitation for us to visit the Rapid Response storage location the following day, allowing us to personally sift through the items and identify what belonged to us. Alternatively, they suggested waiting a few more days for a more comprehensive and detailed account of their inventory.

After deliberation, we opted to wait until next Thursday, anticipating that this extended timeframe would provide a clearer and more organized overview of the items they had in their possession.

### **10/26/2023**

Today, we visited the Rapid storage location where our belongings were being held. Despite our expectations of a straightforward process based on our previous conversation, the experience proved to be far from smooth. The location lacked clear signage or markings related to Rapid Response, making it challenging to confirm we were at the correct place for property retrieval. Even the building itself didn't display any recognizable indications of being the designated location.

After contacting Rapid Response, they directed us to a doorbell on the side of the building. However, even with this guidance, locating the door behind the awkwardly shaped building was difficult. Eventually, we found a water-damaged piece of paper taped to the wall, possibly indicating "Attention, Property Retrieval Hours 9am-3:30pm Monday-Friday." The text was partially smeared and unreadable due to ink smudging.

Upon ringing the doorbell, two individuals promptly appeared. Initially, they seemed confused, mentioning something about having items from an RV. After clarifying our situation—swept from NW 17th and NW Raleigh on Thursday, October 12th—they acknowledged having some items for us and promised to retrieve them. However, after a significant wait, it became apparent that there was some challenge finding our items.

We then informed them that our names wouldn't be associated with the property, a new person explained that there were numerous unclaimed items from our location, and they were working on consolidating them. After an additional wait, we rang the doorbell again, only to be told that the property had Joseph's name on it. Despite our unfamiliarity with Joseph and insistence that there was no Joseph at the camp, they insisted we needed to return with Joseph to claim anything.

Frustrated by this impasse, we provided photos of our tent's contents and assured them that we could provide proof of ownership for each item. Despite their growing frustration, they seemed uncertain about the situation. When asked if we had given our names to the cleanup crew, the answer was no, as it was not the project's intention. At this point, the response was, "We don't know what to do," and they opted to call their supervisor.

As we waited, the lack of communication and apparent disregard for our time became increasingly frustrating. After an extended period, we decided to leave, informing the Rapid Response workers of our departure and requesting a call once they had more information. Within nine minutes of leaving, Rapid called, stating that we could sign a paper with our address and contact info, affirming that the items we were taking belonged to us. However, the worker

verbally stated we could only receive items we could prove ownership of through photographs—a condition that fortunately posed no issue for us. However, considering the project's advocacy goals and the real challenges faced by displaced individuals, a critical question arose: How could someone in a similar situation, but truly living unhoused, navigate this complex process to reclaim their property? Each challenge we faced was anticipated and prepared for, but for those living on the streets, the expectation seems nearly impossible

**10/27/2023**

The following day, we returned to the Rapid storage location with limited time to reclaim our belongings. Initially, the process seemed straightforward as we completed paperwork, providing photos as proof of ownership. However, the Rapid worker mentioned that this was her first time encountering such paperwork and this had never happened before. This was surprising but believable based on her previous reluctance to explore solutions before seeing our photo evidence.

The workers went off to search for our items. Despite reassurances of their efforts, after 30 minutes, we rang the doorbell to inquire about the progress. The worker explained the substantial amount of property they had to search through and requested more time to compare it to our photos. We waited for an additional 20-30 minutes, but realizing we couldn't wait much longer, we rang the bell again.

This time the Rapid worker responded with frustration, scolding us for interrupting her and emphasizing the time and effort she had invested in our case. Despite our attempts to interject, we let her voice her frustration before informing her that we would be leaving. It was at this point that she provided a significant update—our property had been found but was associated with a different location and under the name Justin. The listed location was NW Hwy 30th and Fremont Brg Ramp, according to her, a description provided by county workers not Rapid. It was a relief to hear Justin's name was linked to the property.

Despite the identification of our property, the worker expressed uncertainty about how long it would take to locate it in the warehouse. She reiterated the challenges caused by interruptions and reiterated that she was working non-stop, even skipping lunch. We assured her that she didn't need to skip her break and left, requesting her to contact us once everything was found.

Approximately an hour later, we spoke with the Rapid worker on the phone, learning that our belongings had been located and consolidated into one bag for us to claim. However, some aspects, especially regarding Justin's property, seemed confusing. They mentioned a total of 11 bags—10 for Justin and one for us. The 11th bag supposedly contained items from each of the 10 bags because they were somehow scattered among them. This raised questions about how our separate belongings ended up mixed with Justin's.

**11/03/2023**

In the final visit to the Rapid Response warehouse. The paperwork process was repeated, and this time, they presented us with a surprisingly small bag of items. Despite the collective sense that not everything was included, we loaded it up and returned to the office.

From the property initially left at the camp, we recovered the following 18 items out of 48: a hammer, crocks, camo blanket, green/gray puffy jacket, gray sweatshirt, dog jacket, green warm jacket, fleece jacket, light gray jeans, black khaki pants, small light blue dog harness, drumsticks, potato sack, air bed, tent and parts, and two tarps. Notably, everything returned, except one tarp, belonged to us. The condition of the tarp was also intriguing, as all the tarps left at the camp were brand new, while the one received back was worn and tattered, clearly not ours.

Despite most of the retrieved items being listed on the mandatory storage policy, questions lingered. Over half of our property was lost without any means of holding anyone

accountable. While understanding that the individual worker is not solely responsible, the justification and lack of individual integrity and accountability for the process were challenging to accept. The timeline of our property—lock cut off, moved to the sidewalk, left overnight, mislabeled twice, and scattered among 10 bags of someone else's property—underscored the complexity and issues in the system. The resolution only occurred because we meticulously photographed everything we owned.

In summary, while we did recover some of our belongings, the entire process proved to be long, tedious, and unpredictable from start to finish, confirming our initial expectations.

**Post Project updates:**

An additional outcome of our project was the chance to assist Justin in securing a spot in a Safe Rest Villages through our newfound contact, Fire Inspector Jared Laws, who plays a role in placing individuals in the Portland Safe Rest Villages. We've maintained ongoing communication with Justin and Amanda, and currently, we continue to work with Amanda and several others.

After informing Jared Laws about Molly, a woman who was 12 weeks pregnant at the time, we maintained contact with her until eventually assisting her in securing placement in the Safe Rest Village. This firsthand experience highlighted that Safe Rest Village placements occur promptly. In Molly's case, we contacted Jared Laws on Molly's behalf to update him on her whereabouts. Shortly after, Jared Laws arrived with a van to transport her to a tiny home, instructing us to inform Molly to be ready to join him as soon as he arrived.

We discovered that Amanda, too, was able to secure a spot in a tiny home. We didn't have detailed information about her situation. However, in past discussions she mentioned talking with someone else involved in placing individuals in the Safe Rest Villages. It seems, unsurprisingly, that Amanda was able to navigate and secure her placement through her own efforts, determination, and the connections she forged.

In the case of Pat, it was determined to be a case of mistaken identity, leading to his wrongful arrest. Fortunately, he was eventually released and we even spoke weeks later. During this visit, we also discovered that Justin had moved out of the Safe Rest Village. Recognizing the challenges associated with his extended time on the streets and his personal struggles with mental health, he found the transition proved to be too difficult for him.



**METROPOLITAN PUBLIC DEFENDER  
MULTNOMAH COUNTY SECTION**

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JUL 11 2024

CITY OF PORTLAND  
RISK MANAGEMENT

May 29, 2024

Re: *Justin Antoine McDonald*

To Whom it May Concern:

My name is Ryan Costello and I am an attorney in based in Portland, Oregon. I write this on behalf, and at the request, of my client and friend, Justin McDonald. I currently represent Mr. McDonald on a pending case in Multnomah County, 21CR33436, and have previously had the privilege of representing him on other matters.<sup>1</sup>

Mr. McDonald has asked that I write this letter to provide clarity as to the procedural history of his cases.

**I. Overview:**

I inherited the lead—and only pending case—from a departing Metropolitan Public Defender (MPD) attorney around October 10, 2023. The matter was assigned a trial judge on January 5, 2024. Mr. McDonald met with me at my office that day. After Mr. McDonald was informed that his probation officer (PO) had issued a warrant for the alleged probation violations, Mr. McDonald called his PO from my office and requested guidance regarding how to address the warrant. Mr. McDonald even stated that he would be more than willing to turn himself in that Friday, knowing that he would be held in custody until trial the following Monday. Unfortunately, his PO did not answer, and Mr. McDonald was only able to leave a voicemail. Neither Mr. McDonald nor counsel—whose contact information was included in that voicemail—received a response.

Trial was set for January 8, 2024, at 9:00 am, before the Honorable Katharine von Ter Stegge. Counsel appeared at 9:00 am for trial. Around 9:10, Mr. McDonald called counsel's office to relay that he was running late for trial, but that he was en route. Unfortunately, office staff were not able to relay that message to counsel. Between 9:30 and 9:40 am, Judge von Ter Stegge found that Mr. McDonald had failed to appear and issued a bench warrant with bail set at \$50,000.00. At that time, Mr. McDonald was very likely attempting to move through courthouse security. That process was lengthened as Mr. McDonald was houseless at that time and thus had to bring most of his belongings with him. At 10:00 am, Judge von Ter Stegge's Judicial Clerk emailed counsel stating that Mr. McDonald had arrived in the courtroom. Mr. McDonald was informed that the Judge had issued a warrant. He remained seated calmly in the courtroom and was taken into custody by deputies with no issues. At that time, Mr.

<sup>1</sup> Those matters were Probation Violation allegations in case nos. 18CR81472; 19CR04299; 19CR40928; and 19CR68734. Mr. McDonald prevailed at a contested probation violation hearing on February 22, 2024, on all four of these cases. His probation was continued and he was released on each of the four cases on February 22, 2024.





## METROPOLITAN PUBLIC DEFENDER MULTNOMAH COUNTY SECTION

McDonald was held on warrants for his four probation violation allegations as well as the \$50,000.00 bail imposed by Judge von Ter Stegge's bench warrant order.

On February 22, 2024, Mr. McDonald had a contested hearing for his alleged violations of probation conditions on each of his four probation cases. Mr. McDonald won that hearing as to all alleged violations for each of the four cases. After the February 22, 2024, hearing, Mr. McDonald was released on each of the four probation cases and was held solely by the \$50,000.00 bail imposed by Judge von Ter Stegge's warrant order.

Mr. McDonald would remain in custody due to that warrant until he was released after a contested hearing on April 22, 2024.

If you feel a call would be helpful, our office's main line is (503) 225-9100, and my direct line is (503) 414-5421.

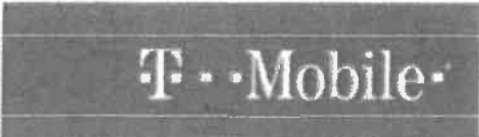
Sincerely,

/s/ Ryan M. Costello

Ryan M. Costello

rcostello@mpdlaw.com

Attorney for Justin McDonald



**Receipt**

**Store**  
T-MOBILE - 412  
11924 SE DIVISION ST  
PORTLAND, OR, 97266-1037  
(503) 761-5974  
Sales Rep #: \*\*\*\*939

**Customer**  
MYCHOL ALEXANDER  
(719) 502-5750

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CITY OF PORTLAND  
RISK MANAGEMENT

**Transaction Details**

**SKU**

**Description**

**Installment Purchases**  
000000610214670342

SAM F926U Z FOLD3 5G 256G BLK KIT  
Mobile Number : 9715067929  
IMEI352707354564050  
ACTIVATION  
Not Discount Eligible

000000840056149526

SAM Z FOLD3 5G IS ULTRA CL D30 EXT  
Mobile Number : 7195025750  
Not Discount Eligible

SUPM52284

ULTIMATE EARS WONDERBOOM 2 BLACK  
Mobile Number : 7195025750  
Not Discount Eligible

**SKU**

**Description**

Ins

**Purchases Not on Installment**  
ONSUPCHG

ASSISTED SUPPORT  
Mobile Number : 9715067929  
Not Discount Eligible

Exhibit 4



681

Authorized User T...



T-MOBILE ID USER ROLES

Below are the user roles associated with your account. To edit these roles, please select the arrow next to the associated name. Once the T-Mobile ID is created, you will see it below and can designate the type of role. To register a T-Mobile ID for a new user, please visit [T-Mobile.com](http://T-Mobile.com) or the T-Mobile app.

User Role Information ⓘ

**Mychol Alexander**

(719) 502-5750

Primary Account Holder

**JUSTIN MCDONALD**

(971) 506-7929

Authorized User



HOME

ACCOUNT

BILL

SHOP

MORE

Sent from my iPhone



Exhibit 5(a)

T-Mobile

**Receipt**

**Store**  
T-MOBILE - 289E  
9924 NE HALSEY ST STE A  
PORTLAND, OR, 97220-4482  
(503) 255-0434  
Sales Rep #: \*\*\*\*902

**Customer**  
MYCHOL ALEXANDER  
(719) 502-5750

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**Transaction Details**

CITY OF PORTLAND  
RISK MANAGEMENT

**SKU**

**Description**

**Installment Purchases**  
SUPM50830

JBL XTREME2 BLACK  
Mobile Number : 7195025750  
Not Discount Eligible

Ins

Visit [my.t-mobile.com](http://my.t-mobile.com) to view details on your account

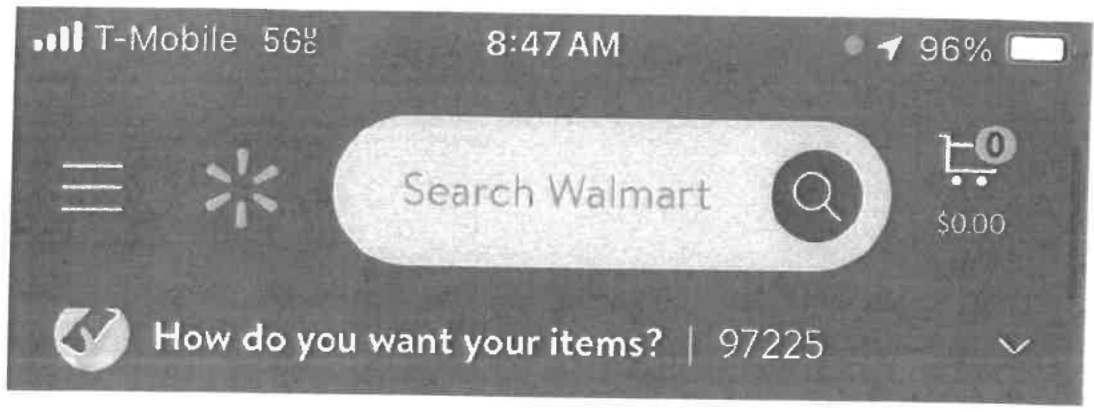
If you activate or use T-Mobile service, or purchase a T-Mobile device, you agree to the terms and conditions specific to your rate plan.

If you have a device or accessory under one of our device programs, refer to your device program.

**Disputes.** T-Mobile REQUIRES ARBITRATION OF DISPUTES unless for new ACTIVATION, or for existing customers YOU PREVIOUSLY OPTED OUT PUR For details see T-Mobile's Terms and Conditions at [www.T-Mobile.com/terms-c](http://www.T-Mobile.com/terms-c)

**Return Policy.** T-Mobile will gladly assist you with your Returns. You can return your Device for a refund within 14 days of the purchase or lease date of the original Device. Return contents, undamaged and in good working condition, with no material alteration to the original Device. Refunds and exchanges will be less than the purchase price.

Exhibit S(b)



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**\$310.95** Price when purchased online ⓘ

Other options from \$268.64

**How do you want your item?**

**\$310.95**

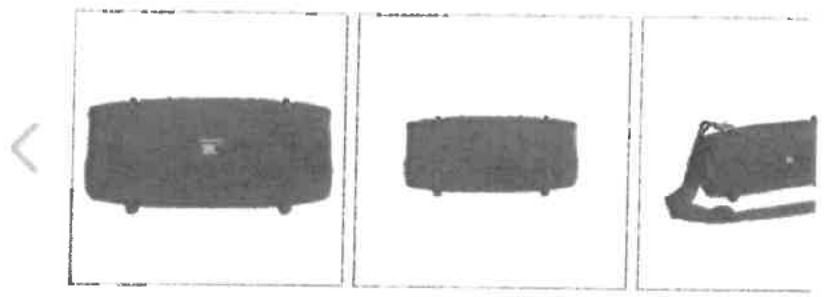
**Add to cart**

Exhibit 6



Code 22106, 5410984002023

**JBL XTREME 2, GRAY - PORTABLE WIRELESS SPEAKER**



In stock

Ask About / Make Offer

1

Add to basket

~~324.72 \$~~

**270.60 \$**

\*inc VAT 20%

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100+ bought in past month

Measurements

### Delivery & Support

Select to learn more



Ships from Amazon.com



30-day easy returns



Customer Support

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Buy New

\$579<sup>99</sup>

FREE delivery **Friday, July 12.** Order within 15 hrs 22 mins

Delivering to Portland 97212 - Update location

In Stock

Quantity: 1



Add to Cart

5 Gal/20L Solar Heating Camping Show...  
\$18.85 ~~\$19.99~~ ✓prime



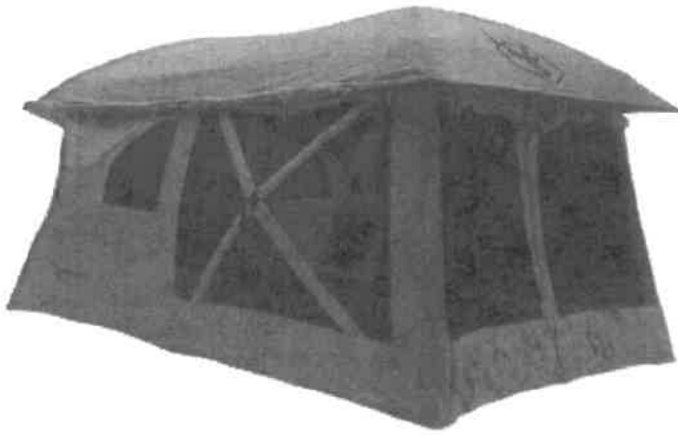
Sponsored

Visit the Gazelle Store

4.5 ★★★★★ 423

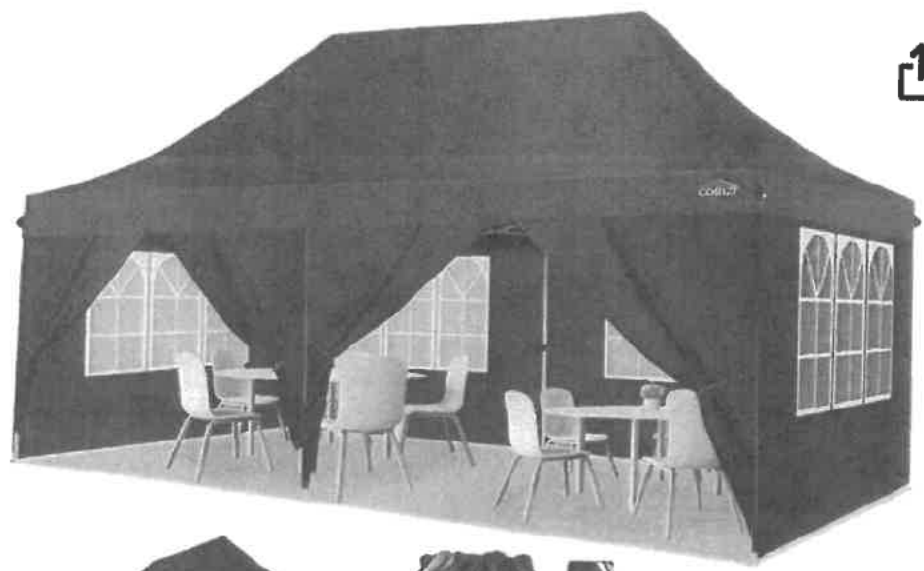
Gazelle T4 Plus Extra Large 4 to 8 Person Portable Pop Up  
Outdoor Shelter Camping Hub Tent with Rain Fly &  
Extended Screened In Sun Room, Orange

Amazon's Choice in Camping Tents by Gazelle





Amazon's Choice in Outdoor Canopies by COBIZI



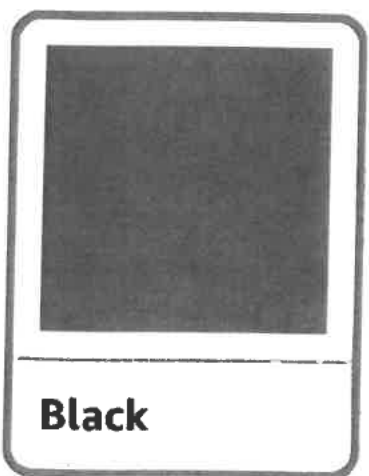
RECEIVED

JUL 11 2024

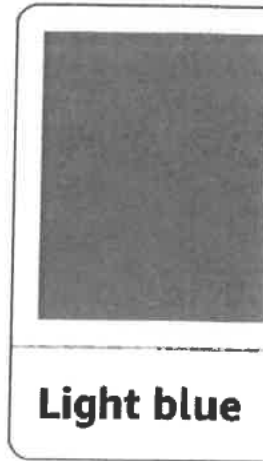
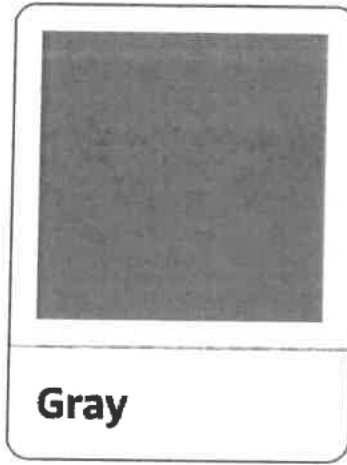
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RISK MANAGEMENT



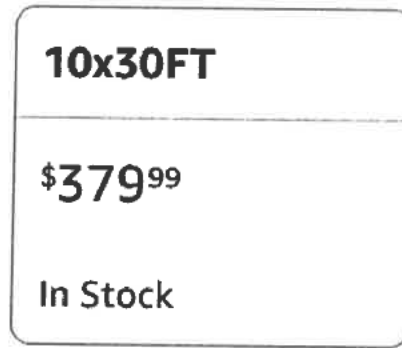
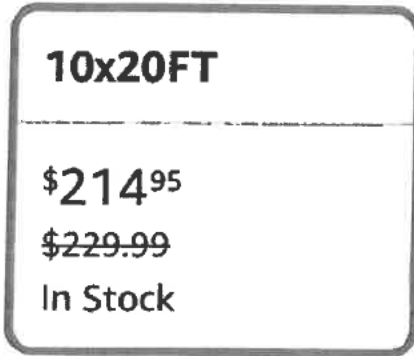
Color: Black



Color: **Black**



Size: **10x20FT**



**-7% \$214<sup>95</sup>**

List Price: ~~\$229.99~~ ⓘ

**FREE delivery Monday, July 15**

📍 Delivering to Portland 97212 - Update location

**In Stock**

Q samsung z fold 3

Overview Details Reviews Accessor

Samsung - Galaxy Z Fold3 5G 256GB (Unlocked) - Phantom Black

Shop Samsung Galaxy Z Fold3 5G 256GB (Unlocked) Phantom Black at Best Buy. Find low everyday ...

4.3 ★★★★★ (333) \$1,799.99 Free delivery Free 15-day return

Related products

✓ Samsung Galaxy Fold Samsung



Samsung Galaxy Fold Samsung Galaxy Z Fold4 & Q samsung z fold 3

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T-Mobile 5G 8:42 AM 97%  
**INFORMATION FOR CUSTOMERS ABOUT  
DATA SECURITY ISSUE**



Neiman Marcus



Q Search

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**Marc Jacobs**

**Mirrored Graphic Acetate Shield  
Sunglasses**

**\$265**

Starting at \$24/mo or 0% APR with **affirm**. See if you qualify

Feedback



Color: GD PTTRBK



ADD TO BAG

View Details








# Yuba Spicy Curry Bosch Electric Cargo Bike

YUBA |

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**\$5,200.00** Incl. tax

 Text us



**\$5,200.00** Incl. tax





**Final Details for Order #114-2666244-8690641**

Print this page for your records.

**Order Placed:** August 3, 2021  
**Amazon.com order number:** 114-2666244-8690641  
**Order Total:** \$292.90

---

**Shipped on August 3, 2021**

**Items Ordered**

1 of: *Nike Men's LeBron 17 Basketball Shoes (10.5, Black/Black/White)*

**Price**

\$295.00

Sold by: ShopSW (seller profile)

Supplied by: Other

Condition: New

RECEIVED

JUL 11 2024

**Shipping Address:**

Justin McDonald  
2941 NE AINSWORTH ST  
PORTLAND, OR 97211-6749  
United States

CITY OF PORTLAND  
PARK MANAGEMENT

**Shipping Speed:**

Economy Shipping

---

**Payment information**

**Payment Method:**

Visa ending in 1022  
Amazon gift card balance

Item(s) Subtotal: \$295.00  
Shipping & Handling: \$0.00

Total before tax: \$295.00

Estimated tax to be collected: \$0.00

Gift Card Amount: -\$2.10

**Grand Total: \$292.90**

**Billing address**

Mychol C. Alexander  
106 WILLOWBEND LN  
SUMMERVILLE, SC 29485-8446  
United States

**Credit Card transactions**

Visa ending in 1022: August 3, 2021: \$292.90

To view the status of your order, return to Order Summary.

Have an issue with your gift card? Read about common issues or contact us.