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January 20, 2025

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RE: City of Portland's Failure to Comply with Oregon's Equal Pay Act (ORS 652.220)
Supplemental Tort Claims Notice (ORS 30.275)
Notice of Wage Nonpayment (ORS 652.150)
Notice of Wage Claims (ORS 652.200)
Class Action Notice and Demand (ORCP 32 H)

To Whom it May Concern:

This office represents **Robert Akil, Aaron Evans, Joshua Land, and Joseph Ramirez** on behalf of all similarly situated employees in an action for damages against the City of Portland, including potential class action and injunctive relief claims. This letter constitutes a tort claims notice in addition to any prior notice given to the City of Portland related to the failure to comply with ORS 652.220 (the "Oregon Equal Pay Act"), resulting in repeated unlawful deductions in violation of ORS 652.610 and ORS 652.615, failure to pay all wages upon termination of employment in violation of ORS 652.140 and ORS 652.150, attorney fees and costs pursuant to ORS 652.200, ORS 652.120 for failure to pay wages at regular paydays, and ORS 653.261 for potential lost overtime wages.

This action arises from the City of Portland's failure to pay their employees equal pay for work of a comparable character as required by Oregon's Equal Pay Act. It does not appear that the City adheres to equal pay across positions that are union-represented and positions that are not union-represented, nor does it appear that the City makes equal pay comparisons across different bargaining units.

RELEVANT FACTS

The District Council of Trade Unions ("DCTU") is a confederation of labor unions in the City of Portland. Oregon AFSCME Council 75, Local 189 ("AFSCME") is one of the members of the DCTU, in the current and previous collective bargaining agreements. The DCTU and the City of Portland ("the City") are parties to a collective bargaining agreement ("CBA") that is set to expire on December 31, 2024. AFSCME has left DCTU and is now bargaining independently for its next contract cycle.

Page | 2

January 21, 2025

City of Portland - TCN 4

LIUNA, Labors Local 483 (“Laborers”) is a labor union representing members in the City. Laborers was previously a member of DCTU. Laborers have bargained with the City as a stand-alone union for at least two contract cycles.

Laborers and AFSCME have some “shared” classifications at the City that perform identical work or that perform work of a comparable character. These shared classifications include the following:

- i. Auto Equipment Operator II: Tractor-Trailer and Auto Equipment Operator II: Tractor-Trailer
- ii. Auto Equipment Operator II: Sewer Vacuum and Auto Equipment Operator II: Sewer Vacuum
- iii. Auto Equipment Operator I and Auto Equipment Operator I
- iv. Carpenter and Carpenter
- v. Concrete Finisher and Concrete Finisher
- vi. Construction Equipment Operator and Construction Equipment Operator
- vii. Facilities Maintenance Tech Apprentice and Facilities Maintenance Tech Apprentice
- viii. Facilities Maintenance Technician and Facilities Maintenance Technician
- ix. Laboratory Analyst II and Laboratory Analyst II
- x. Laboratory Analytical Specialist and Laboratory Analytical Specialist
- xi. Laboratory Coordinator and Laboratory Coordinator
- xii. Parks Technician and Parks Technician II
- xiii. Storekeeper/Acquisition Specialist I and Storekeeper/Acquisition Specialist I
- xiv. Storekeeper/Acquisition Specialist II and Storekeeper/Acquisition Specialist II
- xv. Storekeeper/Acquisition Specialist III and Storekeeper/Acquisition Specialist III
- xvi. Utility Worker I and Utility Worker I
- xvii. Utility Worker II and Utility Worker II

In 2017, Oregon enacted its Equal Pay Act, codified at ORS 652.220. ORS 652.220 prohibits an employer both from:

- “[p]aying wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character,” and
- “[i]n any manner discriminat[ing] between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character.”

Differences in pay for comparable work might be justified if they are based on bona fide factors that are expressly limited to:

- A. A seniority system;
- B. A merit system;

Page | 3

January 21, 2025

City of Portland - TCN 4

- C. A system that measures earnings by quantity or quality of production, including piece-rate work;
- D. Workplace locations;
- E. Travel, if travel is necessary and regular for the employee;
- F. Education;
- G. Training;
- H. Experience; or
- I. Any combination of the factors described in this paragraph, if the combination of factors accounts for the entire compensation differential.

ORS 652.220(2)(a). The bona fide factors do not include collective bargaining agreements.

The intention of the law is to limit and ultimately eliminate pay disparities on the basis of a protected class. As District Attorney Rod Underhill described in his February 21, 2019, letter to Aubrey Perry and Heidi Brown, Senior Deputy District Attorney:

“On January 1, 2019, certain amendments to Oregon's Equal Pay Act became operative. One of these provisions was intended to ensure that members of different protected classes were not compensated differently for equivalent work. The new amendments substantially expanded the protected classes from what had previously just been sex, to add ten additional classes including race, marital status, and veteran status, among others. **As a result, the city asserts, it is safest to assume that, now, any two individuals performing comparable work will be in at least one differing class.**”

(emphasis added). The Equal Pay Act encourages employers to perform regular pay equity analyses by permitting employers the use of a “safe harbor” provision as a defense and limiting damages if they perform such analyses and make needed adjustments to pay, if such adjustments are required. In 2019, the Equal Pay Act was amended and included some additional language regarding collective bargaining agreements.

In this case, the City performs pay equity analyses of unrepresented positions/employees in the City; however, the City has elected not to include any of its unionized positions/employees in its pay equity analysis. The City has refused to bargain in good faith over the increasing pay disparities in the shared classifications between Laborers and AFSCME, including differences of as much as \$4.00/hour in some shared classifications.

For example, in January of 2023, the City implemented wage increases for the following Laborer classifications with retroactive payments back to July of 2022 that resulted in disparities among city employees performing the same work:

Page | 4

January 21, 2025

City of Portland - TCN 4

JOB TITLE	DCTU 2022-2023	LIUNA 2022-2023
Automotive Equip Oper II:Sewer Vacuum (Entry)	28.25	32.41
Automotive Equip Oper II:Sewer Vacuum (6 months)	32.04	35.21
Automotive Equip Oper II:Sewer Vacuum (1 year)	34.01	37.85
Automotive Equip Oper II: Tractor-Trailr (Entry)	28.25	29.74
Automotive Equip Oper II: Tractor-Trailr (6 months)	32.04	33.73
Automotive Equip Oper II: Tractor-Trailr (1 year)	34.01	35.81
Automotive Equipment Oper I (Entry)	26.59	28.80
Automotive Equipment Oper I (6 months)	30.24	32.75
Automotive Equipment Oper I (1 year)	32.22	34.89
Carpenter (Entry)	33.53	36.30
Carpenter (6 months)	36.40	38.11
Carpenter (1 year)	37.49	40.02
Carpenter, Lead (Entry)	35.15	38.11
Carpenter, Lead (6 months)	38.21	40.02
Carpenter, Lead (1 year)	39.38	42.02
Concrete Finisher (Entry)	33.53	36.30
Concrete Finisher (6 months)	36.40	38.11
Concrete Finisher (1 year)	37.49	40.02
Construction Equipment Operator (Entry)	28.32	30.82
Construction Equipment Operator (6 months)	32.22	35.07
Construction Equipment Operator (1 year)	34.27	38.01
Facilities Maintenance Technician (Entry)	36.61	38.44
Facilities Maintenance Technician (6 months)	39.52	41.50
Facilities Maintenance Technician (1 year)	40.73	42.77
Horticulturist (Entry)	28.63	30.07
Horticulturist (6 months)	32.68	34.32
Horticulturist (1 year)	34.58	36.31

Page | 5

January 21, 2025

City of Portland - TCN 4

JOB TITLE	DCTU 2022-2023	LIUNA 2022-2023
Horticulturist Lead (Entry)	30.05	31.55
Horticulturist Lead (6 months)	34.23	35.94
Horticulturist Lead (1 year)	36.30	36.31
Laboratory Analyst II (Entry)	29.90	30.80
Laboratory Analyst II (6 months)	34.10	35.12
Laboratory Analyst II (1 year)	35.79	36.87
Laboratory Analyst II (2 years)	37.60	38.73
Laboratory Analyst II (3 years)	39.48	40.66
Laboratory Analytical Specialist (Entry)	33.99	35.01
Laboratory Analytical Specialist (6 months)	37.73	38.86
Laboratory Analytical Specialist (1 year)	39.41	40.59
Laboratory Analytical Specialist (2 years)	42.18	43.44
Laboratory Analytical Specialist (3 years)	45.12	46.47
Laboratory Coordinator (Entry)	35.26	36.32
Laboratory Coordinator (6 months)	39.14	40.31
Laboratory Coordinator (1 year)	40.62	41.84
Laboratory Coordinator (2 years)	43.46	44.76
Laboratory Coordinator (3 years)	46.55	47.95
Laboratory Coordinator (4 years)	49.77	51.27
Maintenance Worker	18.61	21.13
Parks Technician (Entry)	27.73	27.37
Parks Technician (6 months)	30.12	28.74
Parks Technician (1 year)	31.50	30.18
Parks Technician, Lead (Entry)	29.16	28.74
Parks Technician, Lead (6 months)	31.66	30.18
Parks Technician, Lead (1 year)	33.05	31.69
Storekeeper/Acquisition Specialist I (Entry)	26.73	27.53
Storekeeper/Acquisition Specialist I (6 months)	30.42	31.33
Storekeeper/Acquisition Specialist I (1 year)	32.73	33.71
Storekeeper/Acquisition Specialist II (Entry)	28.10	28.94

JOB TITLE	DCTU 2022-2023	LIUNA 2022-2023
Storekeeper/Acquisition Specialist II (6 months)	31.91	32.87
Storekeeper/Acquisition Specialist II (1 year)	34.38	35.41
Storekeeper/Acquisition Specialist III (Entry)	31.76	32.72
Storekeeper/Acquisition Specialist III (6 months)	36.37	37.46
Storekeeper/Acquisition Specialist III (1 year)	38.35	39.50
Storekeeper/Acquisition Specialist III (2 years)	39.45	40.63
Utility Worker I (Entry)	26.25	27.03
Utility Worker I (6 months)	28.55	29.41
Utility Worker II (Entry)	28.55	29.41
Utility Worker II (6 months)	29.61	30.50
Utility Worker II (1 year)	30.70	31.62

The disparities have only increased each year according to the collective bargaining agreements and as posted by the City in its annual compensation plans.

i. Robert Akil: Automotive Equipment Operator I

In Mr. Akil's case, he has been an AFSCME employee at the City of Portland since approximately June 25, 2013, with the job classification of Automotive Equipment Operator I in the Portland Water Bureau. The work he performs is of a comparable character to the work performed in the same job classification of the Automotive Equipment Operator I-CLs within the Environmental Services Bureau, Laborers Local 483 bargaining unit.

All Automotive Equipment Operator I's in both the Water Bureau and Environmental Services Bureau perform comparable job duties, including:

1. Drives and operates a variety of automotive motorized vehicles and related equipment, such as dump trucks, flushers, drop box trucks, concrete mixers, jackhammers and cutter saws, tandem-axle dump trucks, flatbed trucks, compressor trucks, lift trucks, boom trucks, tower trucks, bucket trucks, small articulating loaders, road cutters, small track hoes when used for hammer work, hydro-cleaning sewer machines, small to medium tractors, bushwhackers, hydro-seeders; operates mechanical equipment attached to trucks such as winches, hoists, cranes, compressors, spreaders, fixed fueling stations and associated equipment, and trailers. Assures safe operation of vehicles and equipment; the safety of others working in conjunction with the equipment.

2. Performs pre- and post-trip safety inspections of vehicle; performs minor servicing, adjustment and repair of equipment operated.
3. Loads, transports and places equipment, materials and people on job sites; creates and follows safety precautions and traffic safety controls prior to equipment operation; keeps records of equipment use, maintenance and service requests.
4. Maintains tools, machines and rigging; performs sandblasting and pressure washing; operates air, electric, and power articulated tools, jack hammer, chipper and chainsaws.
5. Performs ground activities such as work zone traffic control, loading, unloading, digging, grading, and other manual labor.
6. Directs work of unskilled or semi-skilled workers assigned as crew members.
7. Maintains working relationships with coworkers, other agencies, departments and the general public; works closely with other skilled crafts personnel.
8. Provides emergency response or assistance as needed.
9. Responds to calls to work during emergencies.
10. Performs related duties as assigned.

Several LIUNA Automotive Equipment Operator I-CL's are in a different protected class from Mr. Akil's and have received a higher hourly wage rate since at least January of 2023. For example, while he is an African American employee. Upon information and belief, there are employees of a different race, color, or national origin than Mr. Akil upon information and belief, employees have received a higher hourly rate than he has as follows:

- a. In January 2023, these LIUNA Automotive Equipment Operator I-CL's received retroactive pay and ongoing pay at the hourly rate of \$34.89 while Mr. Akil received an hourly rate of \$32.22;
- b. From July 2023 to June 2024, these LIUNA Automotive Equipment Operator I-CLs received an of hourly rate of \$36.64 while Mr. Akil received an hourly rate of \$33.83; and
- c. From July 2024 to date, these LIUNA Automotive Equipment Operator I-CL's have received an hourly rate of \$37.84 while Mr. Akil received an hourly rate of \$35.65.

ii. Aaron Evans: Construction Equipment Operator

Mr. Evans has held the job classification of Construction Equipment Operator in the Portland Water Bureau since approximately July 18, 2013. The work he performs is of a comparable character to the work performed in the same job classification of the Construction Equipment Operators in the Environmental Services Bureau, Labors Local 483 bargaining unit.

All Construction Equipment Operators in both the Water Bureau and Environmental Services Bureau perform the same job duties, including:

1. Operates a variety of heavy construction equipment in support of construction and maintenance activities; operates trucks and trailers to safely transport equipment and materials to various job sites; monitors, controls and oversees the use of assigned equipment at job site.
2. Performs pre- and post-trip safety inspection of assigned equipment; performs minor servicing, adjustment and repair of equipment operated.
3. Coordinates job site setup; identifies potentially hazardous or unacceptable materials at job site and sees to proper disposal; works closely with others and assists in determining quantities of materials needed for the efficient use of equipment; keeps record of equipment use, maintenance and service requests.
4. Operates hydraulic backhoe to remove asphalt or concrete paving from streets, sidewalks, curbs, and driveways, and prepares to grade for re-paving.
5. Operates a grader in street maintenance and construction activities; establishes proper grade, alignment and contour; operates a cold milling machine in street re-surfacing and paving activities; operates a street roller for asphalt road construction and maintenance activities.
6. Operates a bulldozer in excavating and grading activities for street or utility construction and maintenance activities; operates crane in excavation; hoists materials and shoring.
7. Operates a spider hoe in ravines and other uneven surfaces to excavate and hoist materials.
8. Operates a cable rigged power shovel performing drag line, hoe, clam shell, or crane operation in earth moving, crunching and excavating.

9. Operates and/or oversees the operation of conveyors, crushers, trummels, washplants, dewatering equipment and other equipment used in the recycling of construction and related materials.
10. Attaches and assembles various types of booms and riggings as required by assigned equipment; performs minor servicing, adjustments and repair of equipment operated; maybe called out on emergency duty.
11. Performs other activities such as work zones traffic control, loading, unloading, digging, grading and other manual labor.
12. Directs the work of unskilled and semi-skilled workers assigned as crewmembers.
13. Maintains working relationships with co-workers, other agencies, departments and the general public; works closely with other skilled crafts personnel.
14. Responds to calls to work during emergencies.
15. Performs related duties as assigned.

Several LIUNA Construction Equipment Operator-CLs in a different protected class than Mr. Evans have received a higher hourly wage rate since at least January of 2023. For example, he is an African American employee. Upon information and belief, there are employees of different races, color, or national origins than Mr. Evans in the Laborer's Local 483 bargaining unit that have received a higher hourly rate than he has as follows:

- a. In January 2023, these non-African American Construction Equipment Operator-CLs received retroactive pay and ongoing pay at the hourly rate of \$38.01 while Mr. Evans received an hourly rate of \$34.27;
- b. From July 2023 to June 2024, these non-African American Construction Equipment Operator-CLs received an hourly rate of \$39.91 while Mr. Evans received an hourly rate of \$35.98; and
- c. From July 2024 to date, these non-African American Construction Equipment Operator-CLs have received an hourly rate of \$41.23 while Mr. Evans received an hourly rate of \$37.91.

iii. JOSHUA LAND: Construction Equipment Operator

Mr. Land has held the job classification of Construction Equipment Operator in the Portland Water Bureau since approximately December 10, 2001. The work he performs is of

a comparable character to the work performed in the same job classification of the Construction Equipment Operators in the Environmental Services Bureau, Labors Local 483 bargaining unit.

All Construction Equipment Operators in both the Water Bureau and Environmental Services Bureau perform the same job duties, including:

1. Operates a variety of heavy construction equipment in support of construction and maintenance activities; operates trucks and trailers to safely transport equipment and materials to various job sites; monitors, controls and oversees the use of assigned equipment at job site.
2. Performs pre- and post-trip safety inspection of assigned equipment; performs minor servicing, adjustment and repair of equipment operated.
3. Coordinates job site setup; identifies potentially hazardous or unacceptable materials at job site and sees to proper disposal; works closely with others and assists in determining quantities of materials needed for the efficient use of equipment; keeps record of equipment use, maintenance and service requests.
4. Operates hydraulic backhoe to remove asphalt or concrete paving from streets, sidewalks, curbs, and driveways, and prepares to grade for re-paving.
5. Operates a grader in street maintenance and construction activities; establishes proper grade, alignment and contour; operates a cold milling machine in street re-surfacing and paving activities; operates a street roller for asphalt road construction and maintenance activities.
6. Operates a bulldozer in excavating and grading activities for street or utility construction and maintenance activities; operates crane in excavation; hoists materials and shoring.
7. Operates a spider hoe in ravines and other uneven surfaces to excavate and hoist materials.
8. Operates a cable rigged power shovel performing drag line, hoe, clam shell, or crane operation in earth moving, crunching and excavating.
9. Operates and/or oversees the operation of conveyors, crushers, trummels, washplants, dewatering equipment and other equipment used in the recycling of construction and related materials.

10. Attaches and assembles various types of booms and riggings as required by assigned equipment; performs minor servicing, adjustments and repair of equipment operated; maybe called out on emergency duty.
11. Performs other activities such as work zones traffic control, loading, unloading, digging, grading and other manual labor.
12. Directs the work of unskilled and semi-skilled workers assigned as crewmembers.
13. Maintains working relationships with co-workers, other agencies, departments and the general public; works closely with other skilled crafts personnel.
14. Responds to calls to work during emergencies.
15. Performs related duties as assigned.

Several LIUNA Construction Equipment Operator-CLs in a different protected class than Mr. Land have received a higher hourly wage rate since at least January of 2023. For example, he is a Veteran. Upon information and belief, other non-Veteran employees – such as David N. Bowles and Kelly Grace Landreth – have received a higher hourly rate than his as follows:

- a. In January 2023, these non-Veteran Construction Equipment Operator-CLs received retroactive pay and ongoing pay at the hourly rate of \$38.01 while Mr. Land received an hourly rate of \$34.27;
- b. From July 2023 to June 2024, these non-Veteran Construction Equipment Operator-CLs received an hourly rate of \$39.91 while Mr. Land received an hourly rate of \$35.98; and
- c. From July 2024 to date, these non-Veteran Construction Equipment Operator-CLs have received an hourly rate of \$41.23 while Mr. Land received an hourly rate of \$37.91.

iv. Joseph Ramirez: Automotive Equipment Operator II

Mr. Ramirez has held the job classification of Automotive Equipment Operator II in the Portland Water Bureau since approximately June 8, 2015. The work he performs is comparable to the work performed in the same job classification of the Automotive Equipment Operator II in the Environmental Services Bureau, Labors Local 483 bargaining unit.

All Automotive Equipment Operator II in both the Water Bureau and Environmental Services Bureau perform the same job duties, including:

1. Drives and operates a variety of automotive motorized vehicles and related equipment, such as dump trucks, flushers, drop box trucks, concrete mixers, jackhammers and cutter saws, tandem-axle dump trucks, flatbed trucks, compressor trucks, lift trucks, boom trucks, tower trucks, bucket trucks, small articulating loaders, road cutters, small track hoes when used for hammer work, hydro-cleaning sewer machines, small to medium tractors, bushwhackers, hydro-seeders; operates mechanical equipment attached to trucks such as winches, hoists, cranes, compressors, spreaders, fixed fueling stations and associated equipment, and trailers. Assures safe operation of vehicles and equipment; the safety of others working in conjunction with the equipment.
2. Performs pre- and post-trip safety inspections of vehicle; performs minor servicing, adjustment and repair of equipment operated.
3. Loads, transports and places equipment, materials and people on job sites; creates and follows safety precautions and traffic safety controls prior to equipment operation; keeps records of equipment use, maintenance and service requests.
4. Maintains tools, machines and rigging; performs sandblasting and pressure washing; operates air, electric, and power articulated tools, jack hammer, chipper and chainsaws.
5. Performs ground activities such as work zone traffic control, loading, unloading, digging, grading, and other manual labor.
6. Directs work of unskilled or semi-skilled workers assigned as crew members.
7. Maintains working relationships with coworkers, other agencies, departments and the general public; works closely with other skilled crafts personnel.
8. Provides emergency response or assistance as needed.
9. Responds to calls to work during emergencies.
10. Drives and operates large and complex tractor-trailer trucks, tankers, and dump trucks with pup trailers; assures safe operation of vehicles and the safety of others working in conjunction with the equipment.

11. Drives and operates tractor-trailer truck transporting liquid sludge, chlorine or ammonia; drives and operates flow-boy and low-boy tractor-trailer supplying asphalt mix to a paving machine; drives and operates flow-boy and low-boy tractor-trailer transporting equipment/materials to job site; drives and operates large dump trucks with pup trailer transporting equipment/materials to job site.
12. Performs related duties as assigned.

Several LIUNA Automotive Equipment Operator IIs in a different protected class than Mr. Ramirez have received a higher hourly wage rate since at least January of 2023. For example, he is an Indigenous Brown American. Upon information and belief, there are employees of different races, color, or national origins than Mr. Ramirez in the Laborer's Local 483 bargaining unit that have received a higher hourly rate than he has as follows:

- a. In January 2023, these non-Indigenous Brown American Automotive Equipment Operator IIs received retroactive pay and ongoing pay at the hourly rate of \$35.81 while Mr. Ramirez received an hourly rate of \$34.01;
- b. From July 2023 to June 2024, these non-Indigenous Brown American Automotive Equipment Operator IIs received an hourly rate of \$37.60 while Mr. Ramirez received an hourly rate of \$35.71; and
- c. From July 2024 to date, these non-Indigenous Brown American Automotive Equipment Operator IIs have received an hourly rate of \$38.84 while Mr. Ramirez received an hourly rate of \$37.63.

All other affected employees' wage losses can be calculated in the same way. Former employees will also have an additional final paycheck penalty pursuant to ORS 652.140.

No bona fide factor justifies the wage differential because the difference is not based upon a seniority system, a merit system, or a system that measures earnings by quantity or quality of production, workplace locations, travel, education, training, or experience.

As a result, the City of Portland has provided AFSCME employees less money on their paychecks than the amount to which they have been entitled since at least January of 2023, resulting in unlawful deductions. Furthermore, this differential hourly wage rate "[p]ay[s] wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character" and "[i]n any manner discriminate[s] between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character" in violation of ORS 652.220.

REQUEST FOR PERSONNEL RECORDS

Please forward complete copies of **Robert Akil, Aaron Evans, Joshua Land, and Joseph Ramirez's** entire employment files and wage records to my office. Note that under Oregon Revised Statute section 652.750(3), you have a legal obligation to produce an employee's records upon a written request promptly or you will be subject to sanctions of up to \$1,000 for your failure to provide the records to us. Additionally, under the law, you must certify that the produced copies are genuine and complete. Please have the custodian of records or the appropriate individual in charge complete and return the enclosed declaration regarding the completeness of the requested personnel records.

It also includes any arbitration agreements, agreements purporting to limit her legal claims, attendance records, performance reviews, disciplinary records, any complaints filed by the employees listed above against anyone or by anyone against any of them, all documents relating to any separation from your entity, employment application, training, hours of work, wages, sick and vacation leave hours, summary plan descriptions of and records showing employer contributions to health, insurance, retirement, and other benefits, all other correspondence, memoranda, notes, email and other communications contained in personnel files, human resource files, supervisory files, and files not specifically requested above. If any arbitration agreements or agreements purporting to limit her legal claims are not provided in a timely or reasonable manner, we will consider them void, waived, unconscionable, or otherwise invalid.

NOTICES

The individuals named above will assert a claim for damages against the City on their own behalf and on behalf of all similarly situated current and former employees of the City, including those who are being paid less wages for comparable work and who have not been paid all wages due and owing upon termination. Pursuant to ORS 30.275, this letter contains a description of the time, place, and circumstances giving rise to their claims as is so far known by them to date and contains enough information to calculate the damages owed to the affected employees.

This is also an ORCP 32 H notice of class action. The individuals named above are also all potential plaintiffs in a class action for damages. We demand that you correct or rectify the alleged violations described above. The causes of action in this matter include claims under ORS Chapters 652 and 653 based on the facts described above, including but not limited to violations of ORS 652.120 (wages at regular paydays), ORS 652.140 and ORS 652.150 (wages at termination of employment), ORS 652.610/615 (unauthorized deductions), and ORS 653.261 (overtime wages). The class action will also seek attorney fees, costs, and interest on amounts owed.

Finally, this letter constitutes notice that the City must preserve all records, including electronic files and data, related to the potential class members' employment, wages, and

Page | 15

January 21, 2025

City of Portland - TCN 4

potential claims and defenses arising therefrom. The City must not destroy, conceal, or alter any papers or electronic files or any other electronic data generated by and/or stored on computers and storage media, including hard disks, floppy disks, backup tapes, thumb drives, cloud storage and the equivalent, smartphones, etc. that may contain information related to this dispute. This includes, but is not limited to, email communications, text messages, voice mail messages, calendars, and notes. Failure to comply with this notice may result in sanctions by a court for spoliation of evidence or potential evidence.

Please call me to discuss this matter and potential resolutions.

BEACON EMPLOYMENT LAW



Talia Guerriero