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IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

**JASON WILSON**, an individual  
Plaintiff,  
v.  
**CITY OF PORTLAND**, an Oregon  
municipal corporation,  
Defendant.

**Case No.**  
**COMPLAINT**  
**Amount of Claim: \$1,200,000**  
**Fee Authority: ORS 21.160(1)(d)**  
**Claim Not Subject to Mandatory  
Arbitration**  
**JURY TRIAL DEMANDED**

Plaintiff alleges:

1.

Defendant City of Portland has discriminated and retaliated against plaintiff Jason Wilson based on his race, his opposition to unlawful discrimination, and his reports of unlawful conduct.

**PARTIES**

2.

Plaintiff is a Black man employed by the City of Portland. For nearly 17 years, he has helped protect the safety of Portland residents through his work in the Fire & Rescue Department.

3.

Plaintiff was hired as a Portland firefighter in 2007. Plaintiff performed his duties successfully and received positive feedback on his performance.

1 4.

2 Defendant City of Portland is a municipality and an Oregon domestic non-profit  
3 corporation with a principal place of business in Multnomah County, Oregon. Defendant City of  
4 Portland operates the Fire & Rescue Department.

5 5.

6 At all material times, Ryan Gillespie, Kari Schimel, Jeff Galvan, Craig Gault, Jason  
7 Birch, Brian Springberg, Michael Dawkins, Gerald Pahissa, Lonnie Fuller, Michael Dawkins,  
8 and Fallon Niedrist were employees of defendant City of Portland acting within the course and  
9 scope of their employment.

10 **VENUE**

11 6.

12 Venue is proper in this Court because plaintiff's claims in this complaint arose in  
13 Multnomah County, Oregon.

14 **FACTUAL ALLEGATIONS**

15 **Portland's So-Called "Merit System."**

16 7.

17 Section 4-101 of the Portland City Charter ("Charter") provides:

18 [Section 4-101 Merit Principle.](#)

19 All appointments and promotions to positions in the classified  
20 service shall be made *solely on the basis of merit and fitness*  
21 *demonstrated by a valid and reliable examination or other*  
22 *objective evidence of competence.* Such appointments and  
23 promotions shall provide fair and equal opportunity without regard  
24 to race, religion, gender, marital and family status, national origin,  
25 age, mental or physical disability, sexual orientation, gender  
26 identity, source of income, and such other criteria as determined by  
the City Council by ordinance. The goal of the merit system is a  
workforce that reflects the aspirations and values of the City it  
serves.

1 8.

2 Section 4-201 of the Charter provides:

3 [Section 4-201 Merit System.](#)

4 Consistent with all applicable federal and state laws, *the City*  
5 *Council shall provide by ordinance for the establishment,*  
6 *regulation, and maintenance of a merit system governing*  
7 *personnel policies and rules necessary for effective administration*  
8 *of the employees of the City’s offices, bureaus, and agencies, other*  
9 *than the Office of the Auditor, including but not limited to*  
10 *classification and pay plans, recruitment, examinations,*  
11 *disciplinary actions, types of appointments, relationships with*  
12 *employee organizations, and appeals and hearings. Such*  
13 *ordinances shall be consistent with the merit principles in Article*  
14 *1. Employees in the Office of the Auditor shall be subject to the*  
15 *policies and rules established by the City Auditor under Chapter 2,*  
16 *Article 5 of this Charter. [Amended May 16, 2017, effective June*  
17 *14, 2017.]*

18 9.

19 The first part of Section 4-301 of the Charter, titled Classified Service, provides:

20 [Section 4-301 Classified Service.](#)

21 [The classified service in the City shall consist of all positions in the](#)  
22 [government of the City except all officers chosen by popular](#)  
23 [election or by appointment by the City Council, all administrative](#)  
24 [staff of each City Council member, employees in the Office of the](#)  
25 [Auditor, the deputies of the City Attorney, members of all boards](#)  
26 [and commissions, and all bureau directors hired after December](#)  
27 [31, 2000.](#)

28 [Section 4-301 then provides that, “at the recommendation of the person responsible for](#)  
29 [administration of personnel issues, and with approval of Council by ordinance,”](#)

30 “employees may be excluded from classified service if they are in  
31 a classification with a major role in the formulation of policy that  
32 requires the exercise of independent judgment and are hired after  
33 the effective date of such ordinance.

34 10.

35 Portland [City](#) Ordinance 3.22.020, titled “Organized by Council - Subject to Civil  
36 Service,” provides:

1 Portland Fire & Rescue of the City shall be organized by the  
2 Council and the members appointed as provided by the Charter,  
3 subject to the Civil Service rules of the Charter, and thereafter,  
4 subject to the restrictions contained in the Charter. All the powers  
5 of the City connected with and incident to the appointment,  
6 discipline, and government of its Portland Fire & Rescue shall be  
7 vested in the Commissioner in Charge of Portland Fire & Rescue.

8 11.

9 Portland City Ordinance 3.02.030, titled “Council Powers,” provides, in relevant part,  
10 that “[t]he Civil Service rules prescribed in the Charter shall apply to every officer and member  
11 of the Bureau and shall govern the actions of the Council in its organization and government of  
12 the Bureau.”

13 **Illegal circumvention of City Charter**

14 12.

15 Notwithstanding the Charter requirements, Portland Fire & Rescue (as well as well other  
16 City Bureaus) designate many promotions, appointments, and advancements as “premium pay  
17 assignments.” In doing so, they employ the fiction that elevation to such positions are “lateral  
18 transfers” and not “true promotions” subject to the Merit Principle required by the City Charter.  
19 To that end, Human Resources Administrative Rule (“HRAR”) 3.03, in the section titled “Types  
20 of Appointments,” provides that “Premium Pay assignments are made at the sole discretion of a  
21 bureau director, are outside the civil service process and do not require a competitive  
22 recruitment.” This is in direct violation of the requirement of the Charter that “[a]ll appointments  
23 and promotions to positions in the classified service shall be made solely on the basis of merit  
24 and fitness demonstrated by a valid and reliable examination or other objective evidence of  
25 competence.” The City’s violation of the Merit Principle mandated by the Charter provides  
26 fertile ground for illegal discrimination and harassment.

27 **Unequal treatment in promotion and advancement**

28 13.

29 In July 2023, plaintiff interviewed for an Inspector Specialist position. Plaintiff met all of

1 the stated requirements for the position. The Inspector Specialist position involves different job  
2 duties than that of Fire Inspector. Those who are elevated to specialist positions make more  
3 money than those in lower-level, Inspector positions and are far more likely to advance in the  
4 higher levels of the Fire & Rescue Department.

5 14.

6 . Plaintiff was one of four individuals to interview for this position. Two were white and  
7 two were Black. The two white individuals were selected for the two positions. When plaintiff  
8 asked Senior Inspector Specialist Jeff Galvan (“Galvan”) why he was not selected, Galvan  
9 replied that plaintiff did not “score” high enough.

10 15.

11 One of the white individuals selected over plaintiff was still on probation. HRAR 7.01  
12 provides that lateral transfers “are available to employees who hold regular status within a  
13 bureau and complete their probationary period.” The Fire Marshall’s Office (“FMO”) has denied  
14 at least one other Black employee the opportunity to interview for or transfer to comparable  
15 positions ostensibly because they were still on probation, exactly like one of the white employees  
16 hired over plaintiff.

17 16.

18 On information and belief, since at least 2017, every other job announcement for open  
19 specialist positions in the FMO has required that the applicant has completed the probationary  
20 period to be eligible. In this case, however, if that requirement had been imposed and one of the  
21 two white employees had been disqualified, the FMO would have been faced with hiring one of  
22 the two Black employees. So, for this job description and this job description only, the HRAR  
23 7.01 requirement that the applicant has completed the probationary period was removed. That  
24 paved the way for employees of Portland Fire & Rescue to avoid hiring one of the two Black  
25 applicants.

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17.

On information and belief, employees of Portland Fire & Rescue in charge of interviewing employees for some promotions give white employees answers to interview questions in advance of interviews so that they score highly. Plaintiff has never received answers in advance. Nor have several other Black employees of the FMO. ORS § 242.822(3) provides that “no person shall . . . [f]urnish to any person any special or secret information for the purpose of either improving or injuring the prospects or chances of any person so examined, registered or certified or to be examined, registered or certified.”

18.

Plaintiff and the white employees selected for the Inspector assignment were part of the classified service. The Merit Principle requires that they be selected *solely on the basis of merit and fitness demonstrated by a valid and reliable examination or other objective evidence of competence.*” Yet plaintiff was rejected without any *valid and reliable examination or other objective evidence of competence*” and “at the sole discretion of a bureau director.” The system is corrupt and in direct violation of the City Charter.

19.

Many well-qualified and long tenured Black employees of the FMO have applied and been rejected for the Inspector Specialist position numerous times. White employees with significantly less tenure have been routinely selected for that position.

20.

Plaintiff is a veteran of the United States Marine Corp. HRAR 3.07 provides:

When a competitive process that produces a scored result is used, veterans preference will be in the form of points added to their regular score. When a competitive process that produces an unscored result is used, veterans preference will consist of other advantages for the veteran since points will have no consequence in an unscored process.

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21.

Plaintiff was entitled to veteran’s points or preferences in the Inspector Specialist position application process. Nothing in HRAR 3.07 exempts applications for “premium pay assignments” from the veteran preference requirement. Yet defendant’s employees illegally refused to provide plaintiff points or preference.

22.

A City human resources employee told plaintiff that he was not entitled to such points because the position would have not been “a civil service true promotion” so that “Veteran’s preference points aren’t needed as there isn’t a true ranked list.” In other words, the City’s position is that, by designating designated a “premium pay assignment, the director can chose anyone the director decides to select it and can violate HRAR 3.07 and ORS 408.230(1) with impunity.

23.

Plaintiff reported both the violation of HAR 7.01 and the VA points issue to the Professional Standards Manager, who declined to investigate these issues.

24.

**Discrimination / Retaliation regarding Inspection Testing Maintenance position**

In the beginning of October 2023, the City offered a white coworker training that would have resulted in becoming a Specialist Inspector with the Inspection Testing Maintenance (ITM) team. The white coworker turned the training down, and it was then offered to plaintiff. Plaintiff accepted the opportunity and began working with the ITM team. If plaintiff had been allowed to complete this training, he would have been promoted as a Specialist Inspector to the ITM team, which would have included a pay raise.

25.

Plaintiff spoke with Fire Marshal Kari Schimel on Friday October 27, 2023, and again reported to her the years of blatant racism and retaliation that he has experienced. Plaintiff

1 expressed his frustration that each time he's offered him some hope of not being discriminated  
2 against, his superiors say he will be treated equally, but he is always let down.

3 26.

4 Four days later, Schimel and Assistant Fire Marshall Jason Birch withdrew plaintiff from  
5 the ITM team, ostensibly to avoid "favoritism," but in fact because of plaintiff's race and in  
6 retaliation for his accusations of racism.

7 27.

8 On November 15, 2023, it was announced that a white employee on limited duty status  
9 who was not even a fire inspector had been assigned to take over plaintiff's spot with the ITM  
10 team. Apparently, the concern that hiring plaintiff would show favoritism did not apply to the  
11 white employee who turned the job down initially or to the white employee placed in the position  
12 the month after plaintiff was removed.

### 13 **Unequal training opportunities**

14 28.

15 In 2017, plaintiff transitioned into the Fire Marshal's Office ("FMO") on a personal  
16 support transfer. John Harrell, a white man, was placed into that same position in September  
17 2018. Both men wanted to attain Inspector 1 and 2 certifications. Mr. Harrell, a white  
18 employee, was required to perform fewer inspections and other duties while studying for the  
19 certification exam and achieved his Inspector 1 certification in two-and one-half months.  
20 Plaintiff was not given the same opportunity to study for the exam. In fact, Senior Inspector  
21 Galvan ("Galvan") discouraged plaintiff from seeking the same certification and plaintiff was  
22 subject to a workload that was double of that required of his white colleague to study for the  
23 exam. As a result, it took plaintiff seven months to earn the Inspector 1 certification.

24 29.

25 Plaintiff eventually obtained his Inspector 1 and 2 certifications through self-study.  
26 Plaintiff was then assigned to work outside of class by performing the duties and responsibilities

1 of a district inspector, including being assigned to an entire fire inspector district. While  
2 performing those duties, plaintiff was not classified as a fire inspector and did not receive fire  
3 inspector pay or accrual rates. Plaintiff began identifying himself in emails as “Fire Inspector,”  
4 but Galvan ordered him to change his designation and refer to himself as “firefighter.”

5 30.

6 This violated Administrative Rule 8.06, which required that plaintiff be paid the  
7 minimum rate of pay in the higher classification.

8 31.

9 In 2019, plaintiff interviewed for the official designation of Fire Inspector – the position  
10 he had already been performing. Plaintiff was ranked second on the list of applicants with  
11 Veterans Administration points (for his service as a Marine) and his experience carrying out  
12 District Fire Inspector duties without being given that designation. Plaintiff was hired for the  
13 position.

14 32.

15 During his interview, plaintiff stated that he needed and wanted to undergo the official  
16 Fire Inspector training provided by the FMO. FMO Policy AA-2 requires that all Fire Inspectors  
17 receive this training lasting at least seven weeks and including a mentorship program.

18 33.

19 The Training Academy began on April 4, 2019. Plaintiff, the only person of  
20 color/minority in the classroom, arrived that day to find books and binders with his name on  
21 them at a desk in the corner of the room facing the back wall. All his white peers were faced  
22 toward the front of the room while he, the only person of color, faced to the back, isolating him.  
23 Soon after, plaintiff was interviewed and videotaped in the classroom with the obvious aim of  
24 putting him on display as an up-and-coming *Black* Fire Inspector.

25 34.

26 A few weeks into the class, Galvan told plaintiff that he could no longer attend the FMO

1 training. Instead, Galvan tasked plaintiff with undertaking 25 inspections a week, which was an  
2 excessive and unheard-of requirement at the time. At that point, training coordinator Paul  
3 Jennings escorted plaintiff to Fire Marshal Kari Schimel's office to appeal plaintiff's exclusion  
4 from training. Fire Marshal Schimel ("Schimel") told plaintiff, without explanation, that training  
5 was not plaintiff's priority, and he should focus instead on inspections, unlike his white peers.

6 35.

7 Many of plaintiff's white peers in the Fire Inspector Training Academy, who were  
8 allowed to take the formal training that plaintiff has been denied, have obtained promotions to  
9 Specialist and Senior positions. These positions pay more money and drastically increase their  
10 chances to advance to the highest levels of the FMO. One of those employees, John Harrell, is  
11 now a Fire Inspector Specialist and training coordinator. Another, Lieutenant Rose Brock, is a  
12 Senior Inspector. Another, Lieutenant Mark Welch, is a Fire Inspector Specialist. Many other  
13 white employees were allowed to take the formal training and have obtained certifications for  
14 Fire Inspector 1 and 2 and Fire Plans Examiner.

15 36.

16 By contrast, plaintiff and other Black employees of Portland Fire & Rescue have  
17 systematically been denied training opportunities equal to those afforded to similarly situated,  
18 white colleagues. Plaintiff was required to self-study in his free time to obtain those  
19 certifications. He is the only fire inspector in his Fire Inspector Training Academy peer group  
20 who has not earned his Fire Plans Examiner Certification, which has been a requirement for  
21 promotion.

22 37.

23 Fire Marshal Office meeting minutes from 2022 reflect comments by Galvan that other,  
24 non-minority employees, many with much less experience and seniority than plaintiff, were  
25 being given the very same required, formal training that plaintiff has been denied, enabling them  
26 to pass the Fire Plans Examiner test. Galvan never afforded plaintiff the same opportunity to

1 train or study for this test and plaintiff has not been able to pass it by self-study.

2 **Retaliation for reports of illegality**

3 38.

4 On many occasions, plaintiff performed his duty to notify his supervisors of illegal  
5 actions by employees of Portland Fire & Rescue.

- 6 ○ For years, Company Fire Inspection Program (CFIP) employees have  
7 systematically falsified thousands of inspection reports. In some cases,  
8 employees have filed inspection reports without having set foot inside the  
9 premises they claimed to have inspected. Over the course of several years and  
10 as recently as October 24, 2023, plaintiff has notified Senior Inspector Brian  
11 Springberg (“Springberg”), Assistant Fire Marshall Michael Silva, Senior  
12 Inspector Michael Rider, and multiple others of these illegal actions, to no effect.  
13 Plaintiff is not the only one who has reported this illegal practice.
- 14 ○ In June 2023, FMO fire investigators called plaintiff and asked that they be  
15 allowed to accompany plaintiff into a private premises under the guise of  
16 performing a fire inspection so they could get the “lay of the land” and look for  
17 stolen cars. Plaintiff was concerned that this would be illegal and reported the  
18 request to his supervisors. On information and belief, no action was taken in  
19 response to plaintiff’s report.
- 20 ○ On June 12, 2023, Fallon Niedrist, a City Professional Standards manager, asked  
21 plaintiff to cooperate in an investigation of unfair promotional practices of Black  
22 employees in Portland Fire & Rescue, including the FMO. Plaintiff met with her  
23 and reported the history of racial discrimination against plaintiff and other black  
24 employees and illegality by some employees of Portland Fire & Rescue.  
25 Springberg, Birch and likely other supervisors knew of plaintiff’s cooperation in  
26 the interviews.

1 39.

2 Plaintiff has met with retaliation by employees of Portland Fire & Rescue by their actions  
3 as described above and by the following actions:

- 4 • In March 2023, plaintiff learned that he had never been included in the “all users”  
5 Portland Fire and Rescue email listserv, which provided other employees with HR  
6 information, notice of employment opportunities, and a myriad of additional  
7 information. When plaintiff sought to get his name included, the Bureau of  
8 Technological Services employee who assisted him said they found it very  
9 strange that plaintiff was not included on this listserv and that someone may well  
10 have intentionally left him off or removed him.
- 11 • On April 1, 2022, plaintiff returned from a parental leave following the birth of  
12 his daughter. At that time, employees were returning to the office after having  
13 worked from home during Covid. However, because plaintiff’s children were  
14 immunocompromised, plaintiff requested an accommodation to continue working  
15 remotely as he had been since 2019. Springberg was supportive of the  
16 accommodation. Birch failed to notify HR of the accommodation request as he  
17 was required to do by HRAR 2.06. Instead, the day after plaintiff made the  
18 accommodation request, Birch instructed Springberg to require plaintiff to  
19 account for virtually every minute of every workday beginning the day plaintiff  
20 returned from parental leave and to counsel him for his productivity. Without  
21 confirming with plaintiff, Springberg withdrew the accommodation request six  
22 days after it was made. Springberg told plaintiff that things got “weird” when he  
23 reported the accommodation request to Birch, that an accommodation would not  
24 be of “benefit,” that it would “open up a can of worms,” and that plaintiff should  
25 “keep [his] head down and do [his] inspections.”
- 26 • On June 21, 2023, plaintiff asked to take leave between June 22 and June 29. An

1 FMO guide provided to explain HRAR policies provides that leave approval  
2 requests shall be addressed daily. This leave request was not approved until June  
3 29, 2023 - - after the leave had already been taken. In the meantime, the FMO  
4 continued assigning plaintiff work while on leave. This made it appear on reports  
5 that plaintiff was unproductive and that his time was not accounted for, resulting  
6 in criticism of his job performance. This has happened repeatedly and continues  
7 to happen to the present.

- 8 • In September 2023, the Fire & Rescue Department's FMLA coordinator approved  
9 unpaid FMLA leave between September 14 and 28, 2023, which plaintiff  
10 requested because of his son's upcoming surgery. The FMLA coordinator sent an  
11 email to the persons responsible for payroll and timekeeping explaining how to  
12 code and enter the FMLA leave. Yet the leave was not entered into the system,  
13 which resulted in the system showing that plaintiff was officially on duty the  
14 whole time that he was supposed to have been on protected leave. While away,  
15 plaintiff was assigned work and asked to man a second-alarm fire engine. When  
16 plaintiff brought up the failure to put him on leave, he was told falsely that it was  
17 his responsibility to enter his leave status into the system.
- 18 • In September 2022, 19 FMO Fire Inspectors were summoned to a mandatory  
19 meeting to discuss increased productivity requirements. All but two of the  
20 employees in attendance were Black and Jewish, the minority employees in the  
21 office. At that meeting, all of these minority employees were taken aside one by  
22 one and counseled concerning additional work expectations and requirements. On  
23 information and belief, similarly-situated non-minority employees were not  
24 subject to such one-on-on scrutiny.

1 **Harassment by racially derogatory and demeaning assertions**

2 40.

3 Throughout his tenure with Portland Fire & Rescue, plaintiff has been harassed by  
4 racially derogatory and demeaning assertions including:

5 In 2020, Gault wrote in the Union Forum:

- 6 • “I just wanted to thank those 30 coworkers and our union president who decided  
7 to state that Portland firefighters endorse black lives matters.”
- 8 • “Thank you for endorsing the nightly attacks on our fellow emergency  
9 responders.”
- 10 • “Thank you for promoting the police brutality narrative by skipping over the facts  
11 and statistics.”
- 12 • “Thank you for implying that Breonna Taylor was a systemic problem, not a  
13 tragic accident.”
- 14 • “Thank you for implying George Floyds murder is a systemic problem not a  
15 criminal act by a few.”
- 16 • “Thank you for supporting those who call cops bastards, tell them they are better  
17 dead and they should kill themselves.”
- 18 • “Thank you for not pointing out the deaths of black, brown and oppressed people  
19 by each other but the .01 % at the hands of the police.”

20 41.

21 In 2021, Senior Inspector Michael Dawkins told plaintiff that people were blowing  
22 racism out of proportion. He stated, “The next person telling me about white privilege, I want to  
23 tell them fuck you!” Dawkins then proceeded to “flip off” plaintiff with both hands. Plaintiff  
24 reported this incident to Springberg, who wrote it off as “Dawkins being Dawkins.”

- 25 • In 2017, Lt. Gerard Pahissa told plaintiff that he has never been discriminated  
26 against because of his race and repeatedly said Black firefighters have “Black



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44.

Plaintiff has complained numerous times to supervisors about the harassment and discrimination he has faced. Each of his supervisors or superiors had a duty to report his complaints to HR. HRAR 2.02. On information and relief, that never happened. Over many years of complaints and in numerous situations, plaintiff was written off and told that he had nothing to worry about and that all the discrimination, harassment and retaliation was attributable to mismanagement. On October 31, 2023, Fire Marshal Schimel responded to plaintiff's reports of harassment by saying it was all "misunderstanding" and that "we all have different lived experiences." Fire Marshal Schimel also said, "we never say no to any training."

45.

This attitude is consistent with Portland Fire & Rescue's refusal to adopt a binding Racial Equity Plan. As explained by the City, such plans "serve to operationalize the City-wide Racial Equity Goals and Strategies unanimously adopted by City Council in 2015 as binding City policy." Every other City bureau has a binding Racial Equity Plan. The Fire Bureau does not. The Portland Auditor's "Fire Accountability One-Year Follow-Up Audit 2023" explains that "[a]ccording to a Fire Bureau manager, the audit was paused because Fire Bureau Leadership wanted to address concerns heard from firefighters." Insofar as the contract with outside consultants hired for the audit expired in November 2023, it seems unlikely the Fire Bureau will adopt such a plan any time soon.

46.

As a result of defendant's unlawful actions, plaintiff has suffered lost wages, including lost overtime opportunities, and lost future wages in an amount to be determined at trial but currently calculated at \$400,000. Plaintiff has suffered lost fringe benefits in an amount to be proved at trial after there has been discovery as to the value of all fringe benefits, including lost pension benefits.

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47.

As a result of defendant’s unlawful acts and omissions, plaintiff has suffered non-economic damages of emotional distress in an amount to be established at trial but not less than \$800,000.

48.

Plaintiff is entitled to an award of costs and attorney fees pursuant to ORS 659A.885 and/or ORS 20.107.

**FIRST CLAIM FOR RELIEF**  
**Violations of ORS 659A.030 - Discrimination**

49.

Plaintiff realleges allegations 1 through 48 as if fully set forth herein.

50.

Defendant discriminated against plaintiff and harassed him because of his race. This includes subjecting plaintiff to different terms and conditions of employment, subjecting plaintiff to a hostile work environment, and failing to promote plaintiff because of his race in violation of ORS 659A.030.

**SECOND CLAIM FOR RELIEF**  
**Retaliation for Opposing Race Discrimination - ORS 659.030(1)(f)**

51.

Plaintiff realleges allegations 1 through 48 as if fully set forth herein.

52.

Defendant retaliated against plaintiff for opposing race discrimination. This retaliation includes, but is not limited to, subjecting plaintiff to different terms and conditions of employment, subjecting plaintiff to a race based hostile work environment, and failing to promote plaintiff in violation of ORS 659A.030(1)(f).

1 **THIRD CLAIM FOR RELIEF**

2 **Whistleblower Retaliation by Public Employer - ORS 659A.203**

3 53.

4 Plaintiff realleges allegations 1 through 48 as if fully set forth herein.

5 54.

6 Defendant retaliated against plaintiff because plaintiff disclosed information he  
7 reasonably believed was evidence of violations of state or federal laws, rules, or regulations and  
8 evidence of mismanagement and abuse of authority, in violation of ORS 659A.203. This  
9 retaliation includes subjecting plaintiff to different terms and conditions of employment,  
10 subjecting plaintiff to a hostile work environment, and failing to promote plaintiff in violation of  
11 ORS 659A.203.

12 **FOURTH CLAIM FOR RELIEF**

13 **Whistleblower Retaliation - ORS 659A.199**

14 55.

15 Plaintiff realleges allegations 1 through 48 as if fully set forth herein.

16 56.

17 Defendant retaliated against plaintiff because plaintiff in good faith reported information  
18 he believed was evidence of violations of state or federal laws, rules, or regulations, in violation  
19 of ORS 659A.199. This retaliation includes subjecting plaintiff to different terms and conditions  
20 of employment, subjecting plaintiff to a hostile work environment, and failing to promote  
21 plaintiff in violation of ORS 659A.199.

22 WHEREFORE, plaintiff prays for a jury trial and for a general judgment against  
23 defendant as follows:

24 1. A Declaration that defendant City of Portland violated plaintiff's rights to be free  
25 from racial discrimination, harassment and retaliation;

26 2. Injunctive relief prohibiting defendant City of Portland from continuing to

1 discriminate against, harass or retaliate against plaintiff;

2 3. An award of lost wages and fringe benefits, and backpay and, in the alternative,  
3 an award of lost future wages and benefits in an amount to be determined at trial but currently  
4 calculated at \$400,000;

5 4. Retroactive seniority;

6 5. An award against defendant City of Portland of compensatory damages for  
7 emotional distress in an amount to be established at trial, but not less than \$800,000;

8 6. An award of prejudgment and post-judgment interest at the legal rate as well as an  
9 additional sum to offset the increased tax liability of any award;

10 7. An award of costs and reasonable attorney fees; and

11 8. For such other and further relief as the Court may deem appropriate in the  
12 circumstances.

13 DATED this 31st day of January, 2024.

14 TIM VOLPERT, P.C.

15  
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20 Attorney for Plaintiff  
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