

**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD**

**UNFAIR LABOR PRACTICE COMPLAINT  
AGAINST PUBLIC EMPLOYER**

*ERB Case No. provided upon filing*

Case No.: UP-045-24

Date Filed: 9/24/24

File your complaint (with any attachments) and pay the \$300 filing fee on our online [Case Management System \(CMS\)](#). You may also mail, fax, email, or hand-deliver your complaint *see [Filing Methods](#)*.

**1. COMPLAINANT**

Oregon School Employees Association, Chapter 28  
c/o Cydnie Meyer, Director of Field Operations  
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**2. COMPLAINANT'S REPRESENTATIVE**

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**3. RESPONDENT (EMPLOYER)**

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**4. RESPONDENT'S REPRESENTATIVE**

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5. Complainant alleges that Respondent has violated the following section(s) of ORS chapter 243 of the Public Employee Collective Bargaining Act, which make it an unfair labor practice for a public employer or its designated representative to (check all that apply):

- 243.672(1)(a): Interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in ORS 243.662.
- 243.672(1)(b): Dominate, interfere with or assist in the formation, existence or administration of any employee organization.
- 243.672(1)(c): Discriminate in regard to hiring, tenure or any terms or condition of employment for the purpose of encouraging or discouraging membership in an employee organization.
- 243.672(1)(d): Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition or complaint or has given information or testimony under ORS 243.650 to 243.806.
- 243.672(1)(e): Refuse to bargain collectively in good faith with the exclusive representative.
- 243.672(1)(f): Refuse or fail to comply with any provision of ORS 243.650 to 243.806.
- 243.672(1)(g): Violate the provisions of any written contract with respect to employment relations including an agreement to arbitrate or to accept the terms of an arbitration award, where previously the parties have agreed to accept arbitration awards as final and binding upon them.
- 243.672(1)(h): Refuse to reduce an agreement, reached as a result of collective bargaining, to writing and sign the resulting contract.
- 243.672(1)(i): Violate ORS 243.670(2), relating to the use of public funds to support actions to assist, promote or deter union organizing.
- 243.672(1)(j): Attempt to influence an employee to resign from or decline to obtain membership in a labor organization.
- 243.672(1)(k): Encourage an employee to revoke an authorization for the deductions described under ORS 243.806.
- 243.752: Refuse or fail to comply with any provision of a final and binding arbitration award.

6. This Complaint includes the following requests (check all that apply):

- A request that the Board award a civil penalty, pursuant to ORS 243.676(4) and OAR 115-035-0075.
- A request that the Board order reimbursement of the filing fee, pursuant to ORS 243.672(3) and OAR 115-035-0075.
- A request that the Board expedite all or part of this Complaint, pursuant to OAR 115-035-0060.

7. Statement of Claims

You must attach a statement of claims to this Complaint. The statement must provide the following information:

- A clear and concise statement of the facts involved in each alleged unfair labor practice (including relevant dates, names, places, and actions);
- A specific reference to each section and subsection of the law allegedly violated; and
- A brief description of the remedies Complainant is seeking.

If you refer to documents in the statement of claims, you may attach copies of those documents to the statement.

If you are requesting a civil penalty and/or filing-fee reimbursement, the statement of claims must also include an explanation of why you believe a civil penalty and/or filing-fee reimbursement is appropriate in your case, and a clear and concise statement of the facts alleged in support of the request(s). *See* OAR 115-035-0075.

If you are requesting expedited processing, you must also provide the affidavit required by the Board's rules. *See* OAR 115-035-0060.

I certify that the statements in this Complaint and the attached statement of claims are true to the best of my knowledge and information.

By: Sarah Drescher  
Signature of Complainant or Complainant's Representative

Attorney for OSEA

9/24/24

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment to Unfair Labor Practice Complaint

### **The Parties and Relevant Individuals**

1. The Tillamook School District 9 (“District”) is a public employer within the meaning of ORS 243.650(20).
2. The Oregon School Employees Association, Chapter 28 (“OSEA” or “Association”) is a labor organization within the meaning of ORS 243.650(13).
3. OSEA is the exclusive bargaining representative of a bargaining unit of classified school employees employed by the District.
4. OSEA and the District are parties to a collective bargaining agreement that expired on June 30, 2024. The parties have been engaged in successor contract negotiations since approximately February 2024.
5. Matt Ellis is the Superintendent for the District.
6. Matt Petty is the Chair of the Board of Directors for the District’s School Board. The School Board is the governing body for the District and responsible for ratifying the successor collective bargaining agreement.
7. Justin Aufdermauer is the Vice Chair of the Board of Directors for the District’s School Board.

### **Board Member Justin Aufdermauer Posts Video on Facebook**

8. On or about August 15, 2024, Vice Chair Justin Aufdermauer posted a 20-minute video on Facebook discussing the ongoing bargaining between the Association and the District. The video was posted publicly, so that anyone can view the video, even without a Facebook account. A copy of the video will be provided at hearing.

9. In the video, Vice Chair Aufdermauer identifies himself as a member of the District School Board and then makes several disparaging remarks about the Association’s representatives. Among other things, he says:

- “Good job to the OSEA union for creating talking points that really create false narratives[.] These talking points came directly from the OSEA and I don’t think they really came from staff.”
- He refers to OSEA’s information about raises given to confidential employees as “complete and outright garbage” and describes the actions of OSEA reps as “pissing [him] off” because they are “irresponsible” and “pits one section of our staff against another.”

- He says: “I don’t expect the OSEA reps to be better at this, but my hope is that our staff and community can be.”
- He describes OSEA’s financial analysis of District wages as a “catastrophic failure.”
- He thanks employees who have “reached out directly [to him] to understand” and states that it “makes a lot of sense” they have reached out to him directly, given what’s happening at the bargaining table where OSEA representatives are negotiating on their behalf.
- He says that he has spent “a lot of hours” at the bargaining table and that it has been “unpredictable with OSEA reps.” He goes on to say:

“This is not how bargaining typically happens in our community . . . I’ve talked to TEA representation who has been at the bargaining table when the teachers did it [and] I’ve talked with people who have been previously there at the classified negotiations. This year, for some reason, we have allowed the union reps to come in and run the conversation. The meetings that I’ve been at, I’ve heard two staff members talk . . . I’m more interested in negotiating with . . . our staff than OSEA reps. I don’t think it’s productive. That has proven out.”

- He concludes by saying that OSEA’s communications about negotiations are not productive and are misleading false narratives.
- When one Facebook commenter accused Vice Chair Aufdermauer of slandering OSEA, he responded, “That I think the reps have been terrible to work with? That’s true.”

10. The statements made by Vice Chair Aufdermauer are designed to undermine employee confidence in the Association. Certain statements, even standing alone, are clearly intended to paint OSEA representatives as not *really* representing the interests of employees and doing things that are not appropriate or normal for union representatives. His statements are designed to convince employees that the OSEA representatives are not actually speaking for them and doing something “wrong” or even against the desires of the employees. Other statements are intended to solicit direct negotiations with employees in order to end-run the designated union representatives. Even statements that may not otherwise be objectionable when standing alone are objectionable when viewed in context with the other statements.

11. The video posted by Vice Chair Aufdermauer received over 100 comments, including many from employees in the bargaining unit. One comment was posted from a bargaining unit employee who had previously advocated for the Association by reading a letter aloud at a school board meeting. In response to the video posted by the Vice Chair, this

employee commented that she had previously read a statement in support of the Association, but after meeting directly with Vice Chair Aufdermauer to discuss his points, she no longer believed the information provided by the Association was accurate and had lost confidence in the Association. She wrote that Vice Chair Aufdermauer wanted to meet with more employees directly to discuss his points and insinuated that other employees should meet with him directly, rather than trust their Association. A copy of this publicly posted comment to the video will be provided at hearing.

12. As a direct result of the video created by Vice Chair Aufdermauer, employees on the Association's bargaining team felt pressured to cancel an upcoming bargaining session and proceed to mediation, because that was what Vice Chair Aufdermauer advocated for in his video posting.

### **The District Refuses to Schedule Bargaining Sessions and Unreasonably Delays Bargaining**

13. The parties had initial bargaining sessions in February, March and April of 2024. The ground rules signed by the parties state that, at the conclusion of each bargaining session, the parties should attempt to schedule the next two bargaining dates. In accordance with these ground rules, the parties had bargaining sessions scheduled for April 22 and 26. At the conclusion of the bargaining session on April 22, 2024, the Association requested to schedule the parties' next two bargaining sessions. The District refused to schedule additional bargaining sessions, in violation of the ground rules.

14. At the conclusion of the next bargaining session on April 26, 2024, the District again refused to schedule another bargaining session, in violation of the ground rules. The Association proposed May 13, 2024 as the next bargaining date. The District responded that they may be able to attend pending confirmation, but never confirmed that date.

15. After the April bargaining sessions, the Association reached out to the District three separate times to confirm May 13 as a bargaining session, but the District failed to respond each time:

- On May 3, 2024, OSEA Field Representative Baylor Turnbow emailed District Superintendent Matt Ellis to confirm the next bargaining date and to inquire about two other issues. Ellis responded to Turnbow as to the other issues, but did not respond to Turnbow's request to confirm a bargaining date.
- On May 8, 2024, Turnbow emailed Ellis again to confirm a bargaining date and received no response.
- On May 10, 2024, OSEA Bargaining Team member Kau'i Woolfolk emailed Ellis for a third time to confirm May 13, 2024 as a bargaining date, and received no response. No bargaining session was held on May 13, 2024.

16. On May 17, without attempting to discuss it with or receive input from the Association, the District's Executive Assistant, Gail Levesque, unilaterally scheduled a

bargaining session for June 3, 2024. Association representative Turnbow immediately responded that this date would not work for the Association and requested alternative meeting dates. Turnbow suggested June 16, 17, and 19, 2024. Turnbow also suggested that bargaining sessions should be longer than the previously agreed-upon 2 hours to make more progress. Levesque responded that the week of June 17, 2024 was not available. Levesque indicated that Superintendent Ellis had suggested a full-day Saturday session in order to make progress. Turnbow agreed to Saturday sessions and suggested June 8 and 15, 2024. Levesque did not respond.

17. On May 21, 2024, again without consulting the Association, District representative Levesque scheduled a bargaining session for June 11, 2024. Association representative Turnbow responded that this date would not work for the Association and asked about previously proposed June 8 and 15 Saturday sessions. Levesque responded that the District could not meet on Saturdays, despite suggesting Saturday sessions just a few days earlier. Turnbow asked if they could have Sunday bargaining sessions and Levesque responded that this would not work, either.

18. On May 22, 2024, Association representative Hobe Williams emailed District legal counsel, Nancy Hungerford, to express concerns regarding the District's failure to prioritize scheduling bargaining sessions. Hungerford suggested that the parties should seek mediation but acknowledged that the statutorily required 150 days of bargaining under ORS 243.712 had not passed. Williams responded that the Association did not want to request mediation before the 150 days had passed, as the Association wanted to continue bargaining.

19. On June 11, 2024, after over a month of requesting dates by the Association, the District provided July 8, 9, 18, and 19, 2024, as available bargaining dates. Association representative Turnbow responded and confirmed July 8 and 9 as bargaining sessions.

20. The parties engaged in bargaining sessions on July 8 and 9, 2024. These were the first bargaining sessions since April 26, 2024. Because of the actions described above, the parties did not bargain for 73 consecutive calendar days.

21. On July 12, 2024, Association representative Turnbow emailed Superintendent Ellis to request additional bargaining dates. Ellis responded that the District would consider future dates, but that, due to a perceived lack of productivity, the District would be requesting mediation. Turnbow suggested August 19 and 22, 2024. Turnbow also asked for confirmation that the District was not planning on making progress in bargaining because they were requesting mediation. Ellis did not respond.

22. On August 7, 2024, District Board Executive Secretary Levesque emailed Association representative Turnbow and suggested August 29 and 30, 2024, as bargaining dates. Turnbow responded confirming August 30. Levesque then responded that the District was only available on August 29. Turnbow responded that the Association was unavailable on August 29 and that they would defer to mediation.

## **The District Engaged in Regressive Bargaining, Refused to Bargain over Insurance, Made Predictably Unacceptable Proposals, and Came to Bargaining Without Authority**

23. Over the course of bargaining, the District made several regressive proposals and refused to bargain over changes to insurance. The District's conduct included, but is not limited to, the following:

- a. The District agreed to include the Association's Paid Leave Oregon (PLO) language in the contract if the Association removed contribution language from their proposal. After the Association removed the contribution language based upon this commitment, the District refused to include PLO language.
- b. The District stated that proposals regarding insurance were "non-starters," expressing an outright refusal to bargain over changes to insurance.
- c. After the District made proposals which allowed bargaining unit members' unused vacation time to "roll" into the next year, the District later regressed to language requiring employees to forfeit any unused vacation time without compensation.
- d. After the District made proposals changing a bargaining unit members' personal leave bank to a sick leave bank, the District regressed back to a personal leave bank.
- e. Initially, the District proposed unlawful proposals, by refusing to provide classified school employees with "just cause" for discipline, a right that is enshrined in law for employees. (ORS 332.544). Even after the District agreed to make legally-compliant bargaining proposals to provide "just cause" for employees, the District's proposals sought to make that legal right meaningless by depriving employees of a meaningful ability to enforce the "just cause" protections through the grievance procedure.
- f. The District has refused to engage in any meaningful bargaining to implement SB 756 (2023), now codified at ORS 343.068. That law provides important rights to classified school employees to protect them from injury and ensures that they have access to information needed to provide services to special needs students. The District's counter proposals have been predictably unacceptable and legally non-compliant. Rather than negotiate the implementation of these important job protections, the District has merely proposed that the Association should trust the District to implement the law without bargaining over its implementation.
- g. At the bargaining session on April 24, 2024, Superintendent Ellis was the only member of the District's bargaining team who participated for the District. When the Association asked for a response to a bargaining proposal, Ellis responded that he did not have authority to bargain on behalf of the District.

### **The District Refused to Provide Information**

24. On approximately July 9, the Association requested that the District provide the proposed wage schedules for employees.

25. July 9, 2024, the District provided the Association with a scanned copy of printed out wage schedules, in response to the Association’s information request. The information was provided in a PDF format. That same day, Association representative Turnbow requested the District provide this information in an excel format so that the Association could use the information for calculating proposals and conducting a costing. The District refused to provide the information in an excel format.

26. Association representative Turnbow made follow up requests for the information in an editable format on July 10 and July 23. In his requests, Turnbow explained that having the wage schedule in a format that could be copied/pasted was necessary for the Association to engage in meaningful bargaining. A scanned PDF of the wage scale was not usable to the Association for purposes of manipulating the data to calculate increases and perform a costing.

27. Superintendent Ellis responded on July 24 that the Association would not receive the requested information until or after September, as the District was focusing on preparing for the school year.

28. To date, the District has not provided the requested information in an editable format that is usable for bargaining purposes.

### **The District Removes the Association Reports from the Board’s Agenda at Public Board Meetings**

29. The District’s School Board has historically included a standing agenda item at its public meetings that permits the Association to provide a report to the School Board. The agenda item, referred to as the “Association report,” provided the Association with an opportunity to update the Board on union-related items, including updates in contract negotiations.

30. On May 7, 2024, in the midst of negotiations, the District’s Board Chair, Matt Petty, removed the “Association report” as a standing agenda item. In a communication dated May 7, 2024, Petty explained merely that “There is no inherent right to be part of the board agenda.”

### **Claims for Relief**

**Violation of ORS 243.672(1)(a)  
Interference, Restraint or Coercion Because of or in the Exercise of Rights  
Guaranteed in ORS 243.662**



31. ORS 243.662 provides public employees with the right to form, join and participate in the activities of labor organizations for the purpose of representation and collective bargaining.

32. The District publicly disparaged the Association in a Facebook video addressed to bargaining unit members created by Vice Chair Aufdermauer, with inflammatory claims such as the Association misleading employees and pitting them against each other. These comments would have a natural and probable chilling effect on employees, as they inevitably make them less willing to support the Association or participate in bargaining and strike activity.

33. The natural and probable effect of Vice Chair Aufdermauer's conduct, viewed under the totality of circumstances, would tend to interfere with employees' exercise of protected rights, in violation of ORS 243.672(1)(a).

**Violation of ORS 243.672(1)(b)  
Interference with the Administration of the Union**

34. While the District has the ability to communicate general updates on District-related matters, Oregon's Public Employee Collective Bargaining Act (PECBA), ORS 243.650 *et. seq.*, makes it an unfair labor practice for an employer to make statements to employees designed to undermine the employees' confidence in the union. *See, e.g., OPEU v. Jefferson County*, 18 PECBR 310, 318 (1999); *OACE v. Douglas School Dist. No. 4*, 12 PECBR 547, 564 (1990) (An employer violates ORS 243.672(1)(b) by making statements to the bargaining unit, either directly or indirectly, that undermine the employees' confidence in the union).

35. When conduct is "so inimical to the core values of the PECBA, or so inherently destructive of the union's ability to represent its members...there is no need to prove actual harm." *Oregon AFSCME Council 75, Local #3943 v. State of Oregon, Department of Corrections, Santiam Correctional Institution*, 22 PECBR 372, 398 (2008). Further, it is a violation of ORS 243.672(1)(b) for an employer to "disparage the union's role in negotiations, even with no proof of any direct adverse effect on the union." *See, e.g., AFSCME Council 75, Local 2831 v. Lane County*, 12 PECBR 152, 157 (1990); *911 Professional Communications Employees Association v. City of Salem*, 19 PECBR 871, 889 (2002).

36. By publicly posting Vice Chair Aufdermauer's video containing objectionable statements about the Association's representatives, the District has made statements to employees designed to undermine confidence in the union, which constitutes interference with the administration of the union, in violation of ORS 243.672(1)(b).

**Violation of ORS 243.672(1)(b) and (e)  
Direct Dealing with Bargaining Unit Employees**

37. Under ORS 243.672(1)(e) it is an unfair labor practice for an employer to bypass the exclusive representative and engage in direct negotiations with employees.

38. An employer also violates ORS 243.672(1)(b) if it bypasses the union and engages in direct bargaining with employees. *See, e.g., Dallas Police Employees Ass'n v. City of Dallas*, ERB Case No. UP-33-08, at 17, 23 PECBR 365, 382 (Oct 13, 2009) (“Under certain circumstances, an employer violates ORS 243.672(1)(b) if it bypasses the union and deals directly with a bargaining unit member”). Bargaining unit members who see the employer dealing directly with other unit members about contractual issues lose confidence in the exclusive representative’s capability to represent those interests. *Blue Mountain Faculty Ass’n v. Blue Mountain Community College*, ERB Case No. UP-22-05, at 110–111, 21 PECBR 673, 773–774 (Feb 26, 2007).

39. Vice Chair Aufdermauer met directly with bargaining unit employees to engage in negotiations, discuss bargaining proposals, and convince employees that Association representatives were providing them with “false narratives” and misinformation.

40. In his publicly-posted video, Vice Chair Aufdermauer spoke directly to employees, made hypothetical bargaining proposals, and suggested that he would like to engage in more direct negotiations with employees, rather than negotiating with the designated union representatives. This suggestion was designed to solicit more direct negotiations with employees in an effort to end-run the designated union representatives.

41. Through Vice Chair Aufdermauer’s actions in meeting directly with employees to engage in negotiations and posting a video to Facebook in which he both engaged in direct negotiations and sought additional direct negotiations with employees, the District has bypassed the union and engaged in direct dealing, in violation of ORS 243.672(1)(b) and (e). Even if each instance of direct dealing, standing alone, does not violate the PECBA, these actions, viewed in the aggregate, constitute direct dealing.

**Violation of ORS.672(1)(e)**  
**Bad Faith Bargaining (Surface Bargaining)**

42. ORS 243.672(1)(e) it is an unfair labor practice for a public employer to refuse to bargain in good faith with the exclusive representative. Bad faith bargaining includes surface bargaining—merely going through the motions of collective bargaining with no sincere desire or real intent of reaching agreement.

43. The District’s conduct evidences surface bargaining. Among other things, the District has engaged in dilatory tactics. The District essentially forced the Association to play email tag for months, refusing to respond to date requests, scheduling sessions without conferring with the Association, so the Association was unavailable, and suggesting dates and then renegeing on those suggestions when the Association agreed. As a result of this conduct, the parties did not meet at all between their last session in April 2024 and July 2024.

44. The District’s conduct in bargaining included regressive proposals, refusing to bargain insurance, and conditioning acceptance of an Association proposal on removing certain terms and then still rejecting that same proposal when the Association removed the terms.

45. The behavior of the District’s negotiators, including but not limited to the Facebook post by Vice Chair Aufdermauer, direct dealing with employees, refusal to provide wage information in a usable format, coming to the bargaining table without authority, and Petty’s removal of the “Association reports” from public board meetings, also supports bad faith surface bargaining.

46. The District’s bargaining proposals have been predictably unacceptable—and even unlawful—as described above.

47. The District has engaged in surface bargaining, in violation of ORS 243.672(1)(e).

**Violation of ORS 243.672(1)(e)  
Refusal to Provide Information**

48. A public employer engages in bad faith bargaining, in violation of ORS 243.672(1)(e), by refusing to provide information relevant to bargaining.

49. By refusing to provide the Association with wage schedules in an editable format, the District has violated ORS 243.672(1)(e).

**Violation of ORS 243.672(1)(g)  
Violation of Ground Rules**

50. It is a violation of ORS 243.672(1)(g) for an employer to violate the provisions of any written contract with respect to employment relations.

51. The District violated the ground rules signed by the parties, in violation of ORS 243.672(1)(g), by refusing to make a good faith attempt to schedule additional bargaining sessions.

**Statement in Support of Civil Penalty and Notice Posting**

The District’s actions are flagrant and egregious. The District has shown flagrant disregard for the rights of its employees to be represented by the Association in negotiations. The District’s conduct also shows that it is willing to make highly inflammatory, denigrating remarks against the Association’s leaders designed to fracture the union and undermine confidence in the union’s leadership. The District’s conduct undermines the Union and is antithetical to the intent and spirit of the PECBA.

The District’s dilatory tactics, regressive proposals, and even unlawful proposals, have delayed the parties from reaching agreement on a new contract, causing widespread harm to the bargaining unit. Employees are working without a wage increase. In fact, employees are actually working with a wage decrease compared to the year prior, because there were limited

one-time funds used for the last wage increase. Employees are also working without important job protections they are entitled to by law—such as just cause for discipline and access to information that will protect them when performing job duties.

Because of the egregious nature of the District’s conduct and the widespread impact that conduct has had on the bargaining unit, both a civil penalty and a notice posting are warranted. The District maintains an email system that all bargaining unit members have access to and regularly uses that system for communications. The District should be required to distribute the notice electronically and place copies of the notice in work areas throughout its facilities where employees are located.

Based on the above, OSEA requests an Order finding the following and ordering the following relief:

- a. The District violated ORS 243.672(1)(a), (b), (e) and (g).

The District remove the video posted on Facebook and refrain from posting similar comments in the future.

- b. The District cease and desist from engaging in unlawful conduct, including conduct designed to undermine employee confidence in the union and engaging in direct dealing with employees;
- c. The District cease and desist from engaging in bad-faith bargaining;
- d. The District should be ordered to return to bargaining and bargain in good faith. The period of time in which the District failed to bargain in good faith should not be counted as part of the 150-day period, as provided in ORS 243.712(1).
- e. The District must post notices of its unlawful actions throughout its facilities where bargaining unit members are likely to see them. This requirement for posting should include e-mail notification to bargaining unit members through the District’s e-mail system, as well as a notice posting on the Facebook page and other sites where the video was posted.
- f. Award a civil penalty to the Association, pursuant to ORS 243.676(4).
- g. Award the Association its attorney fees.
- h. Any additional relief the Board deems just and equitable.

I certify that the statements in this complaint are true to the best of my knowledge and information.

By /s/ Sarah K. Drescher  
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