

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD**UNFAIR LABOR PRACTICE COMPLAINT
AGAINST PUBLIC EMPLOYER***ERB Case No. provided upon filing***UP-030-25**

Case No.: _____

Date Filed: **06/05/25**

File your complaint (with any attachments) and pay the \$300 filing fee on our online [Case Management System-CMS](#). Alternative filing options detailed in the instructions.

If using our online CMS, you will be directed to a payment option to pay the required \$300 filing fee. At this time, only ACH payments (*i.e.*, those using a checking account) can be processed through our CMS—**credit card payments are not currently supported**. If you do not use our online payment system, you may also mail the \$300 filing fee, or make arrangements with an ERB staff member for in-person delivery. Your filing is not complete until the \$300 is paid. There is an additional \$25 fee to file a document by fax.

1. COMPLAINANT

Name, address, phone number, and email address.

2. COMPLAINANT'S REPRESENTATIVE

Name, address, phone number, and email address.

3. RESPONDENT (EMPLOYER)

Name, address, phone number, and email address.

4. RESPONDENT'S REPRESENTATIVE

Name, address, phone number, and email address.

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 243.809.

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 243.809.

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 243.809.

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(6) 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: Erianna A. Colvin

Signature of Complainant or Complainant's Representative

Title

Date

Attachment to Unfair Labor Practice Complaint

The Parties and Relevant Individuals

1. The Bandon School District #54 (the “District”) is a public school district located in Bandon, Oregon. The District is a public employer within the meaning of ORS 243.650(20).

2. The Bandon Education Association (the “Association”) is the exclusive representative of a bargaining unit of contracted licensed teachers employed by the District. The Association is a labor organization within the meaning of ORS 243.650(13).

3. Ashley Pearson is a District employee at Bandon High School (“BHS”) and the Association President.

4. Kailey Carey is a District employee at Harbor Lights Middle School (“HLMS”).

5. Sam Dockery is the Principal of BHS.

6. The Association and the District are parties to a collective bargaining agreement that expires on June 30, 2025. The parties are currently engaged in successor contract negotiations.

Association President Ashley Pearson Engaged in Protected Union Activities During Contentious Contract Negotiations

7. The parties have been engaged in ongoing successor contract negotiations since approximately January 27, 2025. The negotiations have been contentious.

8. Pearson has served as the Association’s President throughout the successor contract negotiations and also serves on the Association’s bargaining team. As President, Pearson is highly visible as a representative of the Association and is responsible for sending messages to the membership regarding negotiations.

The District Involuntarily Transferred the Association President Without Rational Justification

9. Pearson has been an employee at the District for eight years and teaches the District’s highly-competitive speech and debate class, a dual-credit course offered at BHS. The speech and debate class is a dual-credit course provided through BHS’s partnership with the Southwestern Oregon Community College. The class allows BHS students to earn college credits before graduating high school. The speech and debate class provides a substantial advantage to students. Because the class offers college credit, a master’s degree is required to teach the class.

10. Pearson holds a master's degree in communication – a degree she obtained specifically to teach the speech and debate class at BHS. Upon information and belief, Pearson is the only teacher in the District qualified to teach this class.

11. In addition to teaching the dual-credit speech and debate class, Pearson coaches the BHS competitive debate team. The BHS debate team recently won the OSAA state speech and debate tournament and consistently competes at the national level.

12. On May 9, 2025, Pearson received an email from Principal Dockery requesting documentation to support her continued teaching of dual-credit classes in potential partnership with Oregon Institute of Technology (“OIT”). This signaled the District’s intention for Pearson to remain in her teaching position at BHS and continue teaching the dual-credit speech and debate class.

13. On May 21, 2025, the District sent an email to all bargaining unit employees announcing that the end-of-year luncheon was cancelled due to budgetary constraints. Many bargaining unit members perceived this cancellation as a morale tactic in the middle of bargaining.

14. On May 22, 2025, Pearson, as the Association President, sent an email to all bargaining unit members in response to the District’s cancellation. Pearson wrote, “While [the District’s] message may have been intended to dampen spirits or morale—especially in the midst of ongoing contract negotiations—let us be clear: we see through it.” Pearson announced in this message that the Association would host its own end-of-year luncheon, in place of the District’s luncheon.

15. The same day, Pearson attended an end-of-year evaluation with Principal Dockery, during which they discussed Pearson’s plans for her classes during the next school year.

16. Later, just hours after Pearson sent the email to bargaining unit members and her conversation with Principal Dockery, the District notified Pearson that she was being involuntarily transferred from BHS to HLMS. The transfer was very sudden and unexpected, especially considering the District’s recent efforts to retain Pearson for the speech and debate class at the high school for the next school year.

17. The District is transferring Pearson to a middle school teaching position that does not require any unique teaching credentials, endorsements, or particular qualifications. There are other teachers in the District who meet the requirements to teach the middle school teaching position. For example, Kailey Carey is a member of the Association who already teaches the class at the middle school.

18. The District is transferring Kailey Carey into Pearson's position at BHS. Carey has been employed at the District for only two years, meaning she has significantly less seniority than Pearson.. Further, Carey does not hold a master's degree and is therefore not qualified teach the BHS dual-credit speech and debate class that Pearson teaches at the high school.

19. The District's decision to transfer Kailey Carey into Pearson's position at the high school and simultaneously transfer Pearson to the middle school (where Carey already teaches) is nonsensical, particularly given that Carey lacks the master's degree necessary to teach the dual-credit speech and debate class at the high school. Further, the unjustifiable transfer of the Association President harms students at BHS, as they will no longer be able to participate in the dual-credit speech and debate program.

20. On May 27, 2025, Pearson received approval from OIT to teach the dual-credit speech and debate class. However, due to the District's involuntary transfer, OIT rescinded this approval on June 2, 2025.

21. On May 28, 2025, legal counsel for the Association sent the attached letter to legal counsel for the District, notifying the District that the involuntary transfer of Association President Pearson was nonsensical and unlawful and demanding that the District rescind the involuntary transfer by June 2, 2025. **Exhibit 1.** To date, the District has refused to rescind the involuntary transfer of Association President Pearson.

Claims for Relief

Violation of ORS 243.672(1)(a)

22. Under ORS 243.672(1)(a), it is an unfair labor practice for a public employer to interfere with, restrain, or coerce employees in or because of the exercise of rights guaranteed in ORS 243.662

23. In her role as Association President, Pearson engaged in significant activity protected by ORS 243.662 immediately prior to her involuntary transfer. Her conduct included, but is not limited to, communications with bargaining unit members regarding negotiations and regarding he District's decision to cancel the end-of-year luncheon.

24. By involuntarily transferring Association President Pearson , the District has interfered with, restrained, or coerced employees in or because of the exercise of rights guaranteed in ORS 243.662.

Violation of ORS 243.672(1)(c)

25. Under ORS 243.672(1)(c), it is an unfair labor practice for a public employer to discriminate in regard to hiring, tenure, or any terms or condition of employment for purpose of discouraging membership in an employee organization.

26. By involuntarily transferring Association President Pearson, the District has discriminated against Pearson in regard to terms or condition of employment for the purpose of discouraging membership in an employee organization.

Statement in Support of Civil Penalty and Notice Posting

The District's actions are flagrant and egregious. Through its actions, the District has shown flagrant disregard for the rights of its employees by unjustifiably transferring the Association's President and depriving students of a valuable program, in order to retaliate against the Association's leadership and send a message to bargaining unit employees. The District's conduct undermines the ongoing collective bargaining process, chills employees from engaging in protected activities, and discourages the Association's leaders from fulfilling their duties, and discourages employees from seeking leadership positions. Furthermore, the District was notified of its unlawful conduct and provided an opportunity to remedy the conduct before this complaint was filed. The District chose not to remedy its unlawful conduct, even when notified and provided such opportunity. As such, the District's conduct is not only flagrant and egregious but knowing and repetitive. The District's conduct is antithetical to the intent and spirit of the PECBA, and as such, a civil penalty is appropriate.

Because the District maintains an email system that all bargaining unit members have access to, the District should be required to distribute the posting of notice electronically and place copies of the notice in work areas throughout its facilities where employees are located.

Prayer for Relief

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

- a. The District violated ORS 243.672(1)(a) and (c);
- b. The District cease and desist its unlawful actions. This includes, but is not limited to, refraining from transferring or otherwise retaliating against employees for their exercise of protected activity;
- c. The District reinstate Ashley Pearson to her position at BHS and make her whole for all losses suffered as a result of the District's unlawful conduct;
- d. The District post notices of its unlawful actions throughout its facilities where bargaining unit members are likely to see them. This requirement for posting should

include email notification to bargaining unit members through the District's email system;

- e. Award a civil penalty pursuant to ORS 243.676(4);
- f. Award the Association its full representation costs pursuant to ORS 243.672(2)(3);
- g. 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.

DATED: June 5, 2025

/s/ Sarah K. Drescher

Sarah K. Drescher

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/s/ Evianna A. Colvin

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May 28, 2025

Kyle Abraham
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**RE: Bandon School District and Bandon Education Association
Involuntary Transfer of BEA President Ashley Pearson**

Kyle:

My office represents the Bandon Education Association (“BEA”). On May 22, 2025, the District provided BEA President Ashley Pearson with notice of involuntary transfer for the 2025-2026 school year from her current teaching position at Bandon High School to an English Language Arts (ELA) position at Harbor Lights Middle School. This involuntary transfer is an unlawful act of retaliation against Pearson for engaging in protected union activity as President of BEA and interferes with the exercise of protected union activity.

Pearson holds a master’s degree in communication – a degree she obtained specifically to teach the District’s highly-competitive speech and debate class, a dual-credit course offered at the high school. There are no other teachers qualified to teach this class, which means the District is sacrificing this popular class to retaliate against the BEA President. The high school speech and debate team recently won first place at the OSAA State Speech and Debate Tournament and consistently competes in the national speech and debate tournament. Transferring Pearson (the only person qualified to teach this class) and eliminating this class from the high school only hurts students. It is abhorrent the District would stoop this low and eliminate a valuable program for students that enjoys widespread support among the community to penalize the BEA President. I am confident that the local community that supports the speech and debate program will be similarly outraged by the District’s conduct.

There is no reasonable justification for the involuntary transfer of Ms. Pearson. Ms. Pearson is being involuntarily transferred to a middle school ELA position that does not require any unique skills or the master’s degree Ms. Pearson holds to teach the high school speech/debate class. The District could have easily assigned another teacher, Kailey Carey, who *already* teaches sixth grade ELA, to the middle school position. Ms. Carey is already at the middle school level and has a K-12 ELA endorsement needed to teach the middle school class. Instead, the District chose to transfer Ms. Pearson from the high school to the middle school. At

the same time, the District unjustifiably transferred Ms. Carey *from her middle school position to Ms. Pearson's position at the high school*. This is nonsensical to all involved. Ms. Carey is only in her second year teaching with the District; Ms. Carey has less seniority than Ms. Pearson; and Ms. Carey does not have a master's degree, which means that she is not qualified to teach the dual-credit speech/debate class taught by Ms. Pearson at the high school. There is simply no reasonable justification for transferring a less-senior, less-qualified teacher who lacks the degree needed to teach the dual-credit speech and debate class at the high school into Ms. Pearson's position, while simultaneously transferring Ms. Pearson to the less desirable middle school position that could be taught by Ms. Carey. This is clearly an act of retaliation intended to send a message to employees in the bargaining unit during a time of contentious contract negotiations.

There are multiple witnesses prepared to testify that this involuntary transfer of the BEA President is unjustifiable, given that a less senior, less qualified teacher is replacing Ms. Pearson at the high school. We also anticipate considerable community outcry when it is publicized that the District has transferred the speech/debate teacher and sacrificed its state championship speech and debate program in a blatant anti-union effort intended to penalize the BEA President.

BEA has obtained considerable evidence that the District was motivated by retaliation. Among other things, there is evidence that BHS Principal Sam Dockery intended to retain Ms. Pearson at the high school for the 2025–2026 academic year and that the decision to transfer Pearson was finalized by the District after Pearson sent an email to staff expressing disappointment that the District canceled the annual end-of-year luncheon to celebrate educators. Pearson's email, sent on May 21, 2025, framed the District's decision to cancel the event as an attempt to hamper morale during active bargaining and stated that BEA and its members could "see through" the District's conduct. Less than 24 hours later, Pearson was involuntarily transferred without reasonable justification. There is additional evidence that shows the District intended to maintain Ms. Carey at the middle school until recently.

The timing and nature of this transfer is a clear and unlawful act of discrimination intended to intimidate and silence union leadership. The District's conduct violates Oregon's Public Employee Collective Bargaining Act and constitutes unfair labor practices. The District has violated ORS 243.672(1)(a), which prohibits public employers from interfering with, restraining, or coercing public employees in the exercise of protected union rights, and ORS 243.672(1)(c), which prohibits public employers from discriminating in terms or conditions of employment to encourage or discourage union membership or activity.

In addition to the unfair labor practices described above, the District failed to follow the process for involuntary transfers provided in Article 23(c) of the collective bargaining agreement. That article requires that the District meet with Ms. Pearson before providing her with an involuntary transfer notice to discuss the reasons for the transfer; inform her of vacancies; and allow her to indicate her preference for assignment. The District failed to follow this process entirely and a grievance has been filed. This failure to follow the normal process for involuntary transfers is additional evidence that the District was unlawfully motivated.

BEA demands that the District rescind the involuntary transfer of Ashley Pearson. If the District fails to do so by **June 2, 2025**, BEA will file a ULP complaint with the Employment Relations Board and include a request for penalties and attorney fees.

Sincerely,

/s/ Sarah Drescher

Sarah Drescher

**BEFORE THE EMPLOYMENT RELATIONS BOARD
OF THE STATE OF OREGON**

**BANDON EDUCATION ASSOCIATION,
Complainant**

v.

**BANDON SCHOOL DISTRICT 54
Respondent**

Case No.

**Affidavit of Counsel Sarah Drescher
in Support of Request for Expedited
Consideration**

I, Sarah Drescher, having been duly sworn, testify as follows:

1. I am an attorney for Complainant, Bandon Education Association ("the Association"). I have personal knowledge of the facts set forth in this affidavit. I am submitting this affidavit in support of Complainant's Request for Expedited Hearing under OAR 115-035-0060. Additional facts and supporting documents are contained in the complaint to which this affidavit is attached, and the exhibits attached to that complaint, all of which are fully incorporated by reference herein.

Reasons the Board Should Grant Expedited Consideration

2. The unfair labor practice complaint to which this affidavit is attached alleges violations of ORS 243.672(1)(a) and (c) arising from Respondent Bandon School District 54 ("the District") involuntarily transferring Association President Ashley Pearson.
3. Pearson teaches the dual-credit speech and debate class at Bandon High School ("BHS"). This is a highly-competitive dual-credit course. As a dual-credit course, students can earn college credits before graduating high school. Upon information and belief, Pearson is the only employee in the bargaining unit who possesses the necessary qualifications to teach this dual-credit course at the high school. Pearson obtained a master's degree in communication specifically for the purpose of meeting the qualifications necessary to teach this class.
4. The dual-credit program is provided in partnership Southwestern Oregon Community College. To prepare for the District's new potential partnership with the Oregon Institute of Technology ("OIT"), Pearson was required to obtain OIT approval to continue teaching the dual-credit speech and debate class by submitting an application, along with

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her resume, her bachelor's degree and master's degree transcripts, and the speech and debate syllabus.

5. The District's involuntary transfer of Pearson is effective August 2025. If Pearson is transferred in August 2025 the dual-credit speech and debate course will be eliminated from BHS's curriculum for the 2025-2026 school year, because the teacher who is being transferred to Pearson's position at BHS lacks the qualifications necessary to teach the dual-credit class. Once this class is eliminated for the 2025-2026 school year, it will be impossible to make Pearson whole in a remedial order issued by this Board because the class will no longer exist. Consequently, Pearson cannot be reinstated to teach the dual-credit speech and debate class in a remedial order. It will be logistically and operationally impossible for the District to recreate the class after the school year has commenced and after students are enrolled in classes.
6. Expediting this proceeding will serve the purposes and policies of the PECBA and promote judicial efficiency by requiring the District to cease engaging in the interference of employees' protected activity and ensuring Pearson can receive a proper remedy.
7. The following factors also favor an expedited hearing:
8. **Length of the Hearing:** Complainant anticipates this hearing can be completed virtually in a single day. The facts regarding the District's involuntary transfer of Pearson are not in dispute and the parties should be able to stipulate to those facts. The issues require limited witness testimony and exhibits related to Pearson's protected activities and the District's reasoning for involuntarily transferring Pearson. The Association's witnesses will testify to Pearson's protected activities immediately prior to her transfer and explain why Pearson's transfer is nonsensical and unjustifiable. This should not take more than half of a day, providing the District with the other half of the day to provide its rationale.
9. **Complexity of the Issues:** The legal issues in this case are straightforward. Namely, (1) whether the District's involuntary transfer of Pearson was undertaken because of her exercise of PECBA-protected rights; and (2) whether the District's conduct would be reasonably likely to deter public employees from exercising their PECBA-protected rights..
10. **Specific Injury if Complaint is Not Expedited:** This factor strongly favors granting expedited review, for the reasons set forth above.
11. **Specific Statement of Legal Authority in Support of the Complainant's Position:**

ORS 243.672(1)(a) prohibits public employers from interfering with, restraining, and/or coercing public employees in or because of the exercise of rights guaranteed in ORS 243.662, which includes the right of union officers to communicate with represented employees regarding the activities of the labor organization. *Klamath Falls Association of Classified Employees v. Klamath Falls City Schools*, ERB Case No. UP-039-21, at 17 (2023). ORS 243.672(1)(c) prohibits public employers from discriminating against public employees in regard to hiring, tenure, or any terms or conditions of employment to discourage membership in an employee organization. Similarly to ORS 243.672(1)(a), it is a violation of (1)(c) to discriminate against union officers for communicating with represented employees regarding the activities of the labor organization. *Id.* at 20.

- a. Under the “because of” prong of subsection (1)(a), a complainant establishes a *prima facie* (1)(a) claim by establishing (1) employee activity protected by ORS 243.662, (2) employer action toward the employee, and (3) a connection between the two that suggests a causal relationship between them. See e.g. *Portland Ass’n of Teachers v. Multnomah School District No. 1*, 171 Or App 616, 624, 16 P3d 1189 (2000); *Portland Ass’n of Teachers v. Multnomah School District No. 1*, ERB No UP-72-96, 19 PECBR 284, 295 (2001), on remand from 171 Or App 616, 16 P3d 1189 (2000). The complainant need not establish a wrongful subject intent or anti-union animus – instead, all that is required is establishing that the adverse action was caused or motivated by the PECBA-protected activity. *Portland Ass’n of Teachers v. Multnomah County School Dist. No. 1*, ERB Case No. C-68-84, 9 PECBRA 8635 (1986). The Association anticipates that the undisputed evidence will establish Pearson engaged in protected activity and in response, the District involuntarily transferred her to a new position.
- b. In addition or in the alternative, a complainant can establish an “in the exercise” violation of subsection (1)(a) by establishing that the natural and probable effect of the employer’s conduct, viewed under the totality of the circumstances, would tend to interfere with employees’ exercise of protected rights. *Oregon AFSCME Council 75, Local 3742 v. Umatilla County*, ERB Case No. UP-2-08, at 17, 23 PECBR 108, 127 (2009). Under this analysis, the Board applies an objective standard – neither the subjective impression of the employees nor the employer’s motive is relevant, and the critical focus is on the probable consequences of the employer’s actions. The Association anticipates that the undisputed evidence will establish that the natural and probable effect of the District’s conduct here would tend to interfere with employees’ exercise of protected rights.
- c. With regard to the subsection(1)(c) claim: A complainant establishes a (1)(c) claim by showing (1) PECBA-

protected activity, (2) employer action, and (3) a causal connection between the two. *Oregon AFSCME Council 75, Local 3943 v. Department of Corrections, Santiam Correctional Institution*, ERB Case No. UP-51-05, at 25, 22 PECBR 372, 396 (2008); *Oregon School Employees Ass'n v. Cove School District No. 15*, ERB Case No. UP-39-06, at 12, 22 PECBR 212, 222-23 (2007). The Association anticipates that the undisputed evidence will establish that Pearson engaged in protected activity and a causal connection between this activity and the District's decision to involuntarily transfer her.

12. For the above reasons, the Complainant respectfully requests that the Board expedite consideration of this complaint.

I affirm the above statement is true and accurate to the best of my knowledge and belief.

Dated: June 4, 2025.

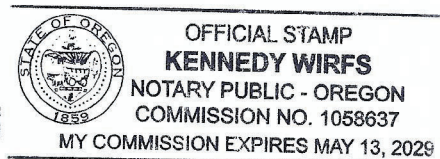

Sarah K. Drescher, OSB No. 042762
Attorney for Complainant

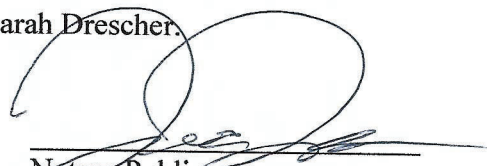
JURAT (Verification of Oath or Affirmation)

State of Oregon

County of ~~Clackamas~~ *Multnomah*

Subscribed and Sworn to me on this 6/4/2025, by Sarah Drescher.




Notary Public
My Commission Expires:

Attribution Clause: This *Certificate* is prepared solely for and belongs solely to the attached *Affidavit of Sarah Drescher in Support of Complainant's Request for Expedited Hearing* before the Oregon Employment Relations Board. It is dated June 4, 2025. If this *Certificate* is appropriated to any other document it shall be deemed null and void.