

No. 21-____

IN THE
Supreme Court of the United States

DORI YATES; CLAUDIA STRICKLAND; TONYA SEVILLA,
Petitioners,
v.

HILLSBORO UNIFIED SCHOOL DISTRICT,
A PUBLIC SCHOOL DISTRICT; HILLSBORO CLASSIFIED
UNITED AFT LOCAL 4671; AFT OREGON;
AMERICAN FEDERATION OF TEACHERS, AFL-CIO,
Respondents.

**On Petition for Writ of Certiorari to the
United States Court of Appeals
for the Ninth Circuit**

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

In *Janus v. AFSCME, Council 31*, this Court held that public employees have a First Amendment right not to subsidize union speech. 138 S. Ct. 2448, 2486 (2018). The Court indicated that it violates the First Amendment for public employers to take employee wages and remit them to unions absent a knowing, intelligent, and voluntary waiver of First Amendment rights. *Id*

Petitioners are public employees from Oregon who signed boilerplate union membership and dues' authorization cards. After the Court handed down *Janus*, the Petitioners resigned their union memberships and revoked their authorizations for their public employers to withhold union payments from their wages. The respondent School District and Union refused to stop deducting union dues, stating that they would continue to do so until the month of June, the designated "escape-period" for stopping union deductions in the union's standardized membership cards.

The court below relied on *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020), in which the Ninth Circuit held government employers and unions need show only that the employee had agreed to be a member and had agreed to pay dues for a specified period of time as part of that membership agreement, in order to continue taking their money without affirmative consent. In other words, *Belgau* decided no First Amendment analysis is necessary – rendering *Janus* a dead letter.

The questions presented for review are:

1. Do boilerplate union membership agreements supersede employees' First Amendment rights when it comes to government unions taking employees' money for union political speech?

2. May a public employer continue to deduct union dues from an employees' wages over the employees' objection if the employee signed a boilerplate union membership agreement whether or not such agreement meets the standards for knowing, voluntary and intelligent waiver laid down in *Janus*?

**PARTIES TO THE
PROCEEDINGS AND RULE 29.6**

Petitioners Dori Yates, Claudia Strickland, and Tonya Sevilla were the plaintiffs-appellants in all proceedings below.¹

Respondents Hillsboro Unified School District, a public school district; Hillsboro Classified United AFT Local 4671; AFT Oregon; and American Federation of Teachers, AFL-CIO, were the defendants-appellees in all proceedings below.

CORPORATE DISCLOSURE STATEMENT

A corporate disclosure statement is not required under Supreme Court Rule 29.6, as no Petitioner is a corporation.

**RULE 14.1(b)(iii) STATEMENT OF
ALL RELATED CASES**

The proceedings in the trial and appellate courts identified below are directly related to the above-captioned case in this Court. There are no other directly related proceedings arising from the same trial court case involved in the judgment sought to be reviewed by this petition.

¹ Plaintiff Linda Newton settled her claims and voluntarily dismissed her action at the district court, *see* Stipulated Dismissal of Linda Newton, ECF 28.

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PETITION FOR WRIT OF CERTIORARI

Petitioners Dori Yates, Claudia Strickland, and Tonya Sevilla respectfully petitions this Court for a Writ of Certiorari to review the judgment of the United States Court of Appeals for the Ninth Circuit in the following case: *Dori Yates et al v. Hillsboro Unified School District et al.*, 20-36080, 2021 WL 4777010 (9th Cir. Oct. 2021).

OPINIONS

The Court of Appeals for the Ninth Circuit's opinion in *Yates* is an unpublished summary affirmance, but it is available at 2021 WL 4777010 (Oct. 12, 2021) and is reprinted in Appendix A (App. 1a).

The United States Magistrate Judge's Findings and Recommendation is available at 2020 WL 6146564 and are reprinted in Appendix B (App. 2a). The Decision of the District Court for the District of Oregon's opinion adopting the Magistrate's Findings and Recommendations is available at 2020 WL 7049550, and is reprinted in Appendix C (App. 7a).

JURISDICTION

The judgments of the Ninth Circuit in this case were entered on October 12, 2021. The Court has jurisdiction under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS AT ISSUE

The First Amendment to the United States Constitution is reproduced at Appendix E (App. 46a). Oregon Revised Statutes § 243.806 (as amended June 20, 2019) is reproduced at Appendix F (App. 47a).

INTRODUCTION AND SUMMARY OF REASONS TO GRANT THE PETITION

In *Janus v. Am. Fed'n of State, Cty., & Mun. Emps., Council 31*, 138 S. Ct. 2448, 2464 (2018), this Court noted that “[w]hen speech is compelled [] individuals are coerced into betraying their convictions,” and that “[f]orcing free and independent individuals to endorse ideas they find objectionable is always demeaning.” These concerns are *precisely* what is at stake in the instant petition, and until this Court addresses the important federal questions presented the First Amendment rights of millions of public workers across the United States are burdened.

This case presents the important federal question of whether a government employer can compel employees to participate in union speech by refusing to stop deducting union dues from objecting nonmembers. The government employer in this case, the Hillsboro School District in Oregon, compelled Petitioners to fund union political speech by deducting union dues from their wages *after* they had resigned union membership and withdrawn authorization for the deductions.

The Court of Appeals determined that the unions’ boilerplate membership cards were adequate to justify the continued compelled speech, and are enforceable, against the First Amendment right of public employees to resist coerced political speech. In so holding, the Ninth Circuit has created the “exception that swallows the rule” laid out in *Janus* – that public employees have a First Amendment right not to subsidize union speech – by finding that both the First Amendment and *Janus* holding do not apply to public employees, governments, and public-sector unions, when those employees sign boilerplate union membership cards.

This holding implicates three related important federal questions warranting this Court’s review. First, the Ninth Circuit’s decision raises the question of whether information relating to the right to *not* pay money to the union needs to be included in a membership card, or whether the union’s choice of boilerplate language really suffices under the *Janus* decision? Second, the decision below gives already powerful organizations – public sector unions – *carte blanche* to enforce adhesion contracts against public sector workers. Finally, the decision below implicates all public sector workers – not merely the Petitioners – because public-sector unions have actively engaged with state and local governments to find ways to skirt the requirements of the First Amendment.

STATEMENT OF THE CASE

1. Background

Petitioners Dori Yates (“Ms. Yates”), Claudia Strickland (“Ms. Strickland”), and Tonya Sevilla (“Ms. Sevilla”) (collectively the “Employees”) are three individuals who work in support roles for the Hillsboro School District in Oregon (“School District” or “District”). They are exclusively represented by Defendant Hillsboro Classified United Local 4671 (“Union”) for purposes of collective bargaining. Appendix D (App. 10a). Each Employee joined the Union by signing a membership agreement. Each also resigned their membership, only to be told that they would be forced to remain members and pay dues until the following June.¹ App. D, 12a-13a. Under the collective

¹ After this litigation was filed, Defendants clarified that Plaintiffs have been let out of union membership (but were required to continue paying dues). Plaintiffs, however, were

bargaining agreement between the School District and the Union, the District deducts union dues from Employees wages until the Union instructs it to end deductions. The Union only honors requests to end dues deductions made between June 1 and June 31 each calendar year – the designated “escape period” for ending union membership and dues deductions.

Ms. Yates sent her written Union membership resignation on or near January 14, 2019. In a response dated January 23, 2019, the Union refused to honor Ms. Yates’ instructions to end dues deductions, stating “Your request has been denied as it was received outside the revocation window for dues authorization.” App. D, 12a.

Ms. Sevilla sent her written membership resignation and her revocation of authorization for dues deductions to the Union on January 22, 2019. The Union denied Ms. Sevilla’s instructions on January 23, 2019, using the same language in its reply to Ms. Yates. App. D, 13a. Ms. Yates and Ms. Sevilla were each forced to support the Union’s political speech for five months after they resigned union membership and objected to dues payment. App. D, 12a, 14a.

Petitioner Claudia Strickland wrote to the Union on July 19, 2019, stating: “I no longer want to be a member of the [the Union], effective immediately.” App. D, 12a-13a, 28a. Ms. Strickland sought to end her membership because she strongly opposes AFT’s position in “support of Planned Parenthood,” a nationwide abortion provider.² App. D, 28a. But HCU

initially told their requests to end membership had been denied, consistent with the terms on their membership cards.

² In her letter, Ms. Strickland referenced the AFT resolution in support of Planned Parenthood, legal abortion, and federal

refused to let Ms. Strickland end her membership, stating “Your request has been denied as it was received outside the revocation window for dues authorization.” The Union also said that Ms. Strickland could only revoke her “authorization of dues deductions between the dates of June 1st and June 30th of each calendar year,” citing the Collective Bargaining Agreement. *See* App. D, 29a. The School District continued to seize Ms. Strickland’s money at the behest of the Union until February of 2020.³ App. D (13a).

The result is that the Employees have been compelled to subsidize union political speech without their consent, even over their strong objection. The Union and School District claim this is justified by the terms of the membership cards each Employee signed. But the membership cards do not advise Employees of their right to *not* financially support the union.

As was the case in many states until June 2018, all Oregon public employees represented by unions were required to either become members of their union and pay membership dues, or, pay compelled agency fees. App. D, 11a. (The fees amounted to approximately 75% of full membership dues for Employees. *Id.*) However, after *Janus* invalidated these arrangements, the

funding for abortion: Stand With Planned Parenthood (2016) <https://www.aft.org/resolution/stand-planned-parenthood>.

³ Under applicable state law, the School District is required to follow the terms of the Collective Bargaining Agreement regarding resignation of Union membership and dues authorizations, *See* Or. Rev. Stat. § 243.776, Or. Rev. Stat. § 292.055. These statutes were repealed, effective January 2020, but the scheme under which employers remit dues to unions remains same under the currently applicable statutes, *see* Or. Rev. Stat. § 243.806(1)-(4) (2019 Or. Laws, ch. 429, §6 (House Bill 2016) (effective Jan. 1, 2020)).

Union did not inform Employees that the law had changed and that they were no longer compelled to pay agency fees. App. D, 10a, 12a, 17a-19a, 21a, 27a, 32a. Rather, the membership forms contain the following information in fine print:

I understand that my dues will include many services and benefits of the local, state, and national bodies as well as subscriptions to state and national publications. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union between June 1 and June 31. Union dues may not be deductible for federal tax income purposes.

Id.

2. Procedural History

The parties below agreed on a statement of stipulated facts and filed cross-motions for summary judgment. Relying on the decision in *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020), United States Magistrate Judge Beckerman issued findings and recommendations granting the Union and School District's motions for summary judgment, and denying Employees' motion. App. B, 2a. This recommendation was adopted by United States District Court Judge Marco Hernandez, who entered a final judgment dismissing the action December 2, 2020. App. C, 7a. Employees filed a timely notice of appeal. The appeal was stayed at the Ninth Circuit pending the petition for certiorari in *Belgau v. Inslee*. After the petition for review was denied (141

S.Ct. 2795 (2021)), the Court removed the stay, and the Union filed an unopposed motion for summary affirmance, which the Ninth Circuit granted October 12, 2021. App. A, 1a.

3. The *Belgau v. Inslee* Decision

The *Belgau* court saw the issues before it as pertaining to the deduction of union dues, specifically, whether *Janus*'s language requiring constitutional waivers applies to the deduction of union dues from union members. The panel's answer was: "*Janus* does not address this financial burden of union membership," does "not extend a First Amendment right to avoid paying union dues," nor did it "create[] a new First Amendment waiver requirement for union members before dues are deducted pursuant to a voluntary agreement." *Belgau*, 975 F.3d at 951; *see also* at 950-52. The court further supported its decision on whether the First Amendment applies to union member dues deduction authorizations by citing *Cohen v. Cowles Media Co.*, 501 U.S. 663, 671 (1991).

At the same time, the *Belgau* court recognized *Janus* and its waiver requirement applied to nonmembers. "[T]he Court [in *Janus*] mandated that nonmembers 'freely,' 'clearly,' and 'affirmatively' waive their First Amendment rights before any payment can be taken from them. The Court discussed constitutional waiver because it concluded that nonmembers' First Amendment right had been infringed." 975 F.3d at 952; *see also* at 951-52 ("Choosing to pay union dues cannot be de-coupled from the decision to join a union").

This petition for certiorari asks this Court to determine the important question of whether governments and unions need clear and compelling evidence

that employees waived their First Amendment rights, or just proof of a contract, to seize payments for union speech when those payments are seized after union members resign their membership and are objecting nonmembers. The Court’s resolution of this question will largely determine the extent to which governments and unions can restrict employees’ speech rights under *Janus*.

REASONS FOR GRANTING THE PETITION

I. THE RELATIONSHIP OF BOILERPLATE UNION CARDS TO FIRST AMENDMENT RIGHTS IS AN IMPORTANT FEDERAL QUESTION

This case presents an ideal vehicle for this Court to address the important federal question of whether, and to what extent, government unions’ boilerplate membership cards supplant the First Amendment right of public employees to resist coerced political speech.

In *Janus v. AFSCME, Council 31*, this Court begins with the presumption that the “compelled subsidization of private speech seriously impinges on First Amendment rights,” 138 S. Ct. at 2464. Finding no justifications for this infringement in the public sector, the Court concludes that an employer can deduct union payments from an employee’s wages only if that employee “affirmatively consents” by waiving his or her First Amendment right against compelled speech. *Id.* at 2486. While the Court did not lay out a specific framework for how the “clear and compelling” standard is best confirmed, there is no indication this holding was intended to be limited by previous boilerplate union membership agreements. This appears especially true when the union membership agree-

ments were signed before the Court's *Janus* decision. *Id.*

Asserting that *Janus* does not apply to employees who previously signed membership or dues' authorizations simply begs the question of whether a waiver is necessary *before* money is taken from employees' wages. Clearly, a waiver is required *before* wages are taken. But under the lower court's reasoning, a public employee's *previous* union membership renders *Janus*'s constitutional waiver requirements inapplicable. But this turns the waiver requirement on its head. Protecting the right to refrain from union speech activity may require agreements to include specific terms not otherwise required by contract law. *See e.g., Pattern Makers' League of N. Am., AFL-CIO v. N.L.R.B.*, 473 U.S. 95, 113 (1985) (many rules, "although valid under the common law of associations, run afoul" of the right to refrain from union activity); *Debont v. City of Poway*, 1998 WL 415844 *5 (S.D. Ca 1998).

Union membership alone does not void an employee's right to refuse to participate in compelled speech absent a knowing, intelligent, and voluntarily waiver. The First Amendment rights affirmed in *Janus* apply to Employees with as much force as if they had never signed any agreements in the first place. In this case, non-members' money was deducted and given to a government union based on boilerplate authorizations that the Employees revoked, and *after* Employees resigned their union membership. Thus, a waiver of Employees' First Amendment rights is required for the dues deductions to be constitutional.

The boilerplate language in the membership agreements themselves cannot be adequate waivers. In *Janus* the Court cited to a long line of decisions

detailing the requirements for a valid waiver of First Amendment rights, none of which are present here. See *Janus*, 138 S. Ct. at 2486 (citing *Knox v. Service Employees Intern. Union, Local 1000*, 567 U.S. 298 (2012), 312-13; *College Sav. Bank v. Fla. Prepaid Post-secondary Educ. Expense Bd.*, 527 U.S. 666, 682 (1999); *Curtis Pub. Co. v. Butts*, 388 U.S. 130, 145 (1967); *Johnson v Zerbst*, 304 U.S. 458, 464 (1938)). Boilerplate union membership agreements fall far short of these standards.

First, a waiver of the First Amendment right against compelled speech “cannot be presumed.” *Janus*, 138 S. Ct. at 2486. Instead, courts are required to “indulge every reasonable presumption against waiver of fundamental constitutional rights.” *College Sav. Bank*, 527 U.S. at 682 (quoting *Aetna Ins. Co. v. Kennedy ex rel. Bogash*, 301 U.S. 389, 393 (1937); see also *Knox*, 567 U.S. at 312; *Brookhart v. Janis*, 384 U.S. 1, 4 (1966) (quoting *Zerbst*, 304 at 464 (1938)). Relying on boilerplate union agreements, some even signed before the Court recognized the right supposedly being waived, is to make precisely the kind of presumption prohibited.

Second, the waiver of First Amendment rights must be a “knowing, intelligent act[] done with sufficient awareness of the relevant circumstances and likely consequences.” *Brady v. United States*, 397 U.S. 742, 748 (1970). A waiver is only knowing and intelligent when an individual has “a full awareness of both the nature of the right being abandoned and the consequences of the decision to abandon it.” *Patterson v. Illinois*, 487 U.S. 285, 292 (1988) (quoting *Moran v. Burbine*, 475 U.S. 412, 421 (1986)). *Curtis Publ’g Co.*, 388 U.S. at 145 (1967)(“Where the ultimate effect of sustaining a claim of waiver might be an imposition on

that valued freedom, we are unwilling to find waiver in circumstances which fall short of being clear and compelling.”); *Fuentes v. Shevin*, 407 U.S. 67, 95 (1972) (waivers of constitutional rights must be made with full understanding of the consequences); *Hawknet, Ltd. v. Overseas Shipping Agencies*, 590 F.3d 87, 92 (2nd Cir. 2009) (explaining that “the doctrine of waiver demands conscientiousness, not clairvoyance, from parties.”); *GenCorp, Inc. v. Olin Corp.*, 477 F.3d 368, 374 (6th Cir. 2007); *Sambo’s Restaurants, Inc. v. City of Ann Arbor*, 663 F.2d 686, 690 (6th Cir. 1981). As noted above, individuals that entered into boilerplate membership agreements before *Janus* could not possibly have been aware they were waiving a First Amendment right, because this Court had not yet articulated it.

Third, valid constitutional waivers must be voluntary. *See Janus*, 138 S. Ct. at 2486 (“the waiver must be freely given”); *Boykin v. Alabama*, 395 U.S. 238, 242-43 (1969) (“Ignorance, incomprehension, coercion . . . inducements, subtle or blatant threats might be a perfect cover-up of unconstitutionality.”); *Comer v. Schriro*, 480 F.3d 960, 965 (9th Cir. 2007) (“A waiver of constitutional rights is voluntary if, under the totality of the circumstances, it was the product of a free and deliberate choice rather than coercion or improper inducement”). Here, Petitioners could not have voluntarily waived their First Amendment rights when, at the time they did so, they were presented with an unconstitutional choice: pay full union dues as a member or pay the union agency fees as a non-member. This lack of choice rendered the purported waiver non-voluntary and not valid.

Last, waivers of constitutional rights must be current. Thus, in order to prevent waivers from be-

coming “stale,” courts have recognized that timeliness must be considered in assessing whether a waiver is valid. *See Knox*, 567 U.S. at 315-316; *Miranda v. Arizona*, 384 U.S. 436, 467-72 (1966); *Maryland v. Shatzer*, 559 U.S. 98, 110 (2010). After all, the circumstances that lead an individual to waive a fundamental right are not static and may shift with changed circumstances. *See Knox*, 567 U.S. at 315. Agreements between unions and employees entered into one, two, three or more years ago, and which automatically renew without any participation by the employee, are not current – and thus are not valid and enforceable waivers. *See e.g.*, 5 C.F.R. § 2429 (Federal Regulation allowing federal employees who sign membership cards to opt out of membership at any point after one year). A union may change its bargaining position, or take controversial public positions, and an employee must be able to assert their constitutional rights in response to those actions, including ending membership and dues payments.

When this Court decides a rule of federal law, as it did in *Janus*, “that rule is the controlling interpretation of federal law and must be given full retroactive effect...regardless of whether such events predate or postdate [the] announcement of the rule.” *Harper v. Virginia Dep’t of Tax’n*, 509 U.S. 86, 97 (1993). The Respondents have no more authority to deduct union dues from a non-consenting employee’s lawfully earned wages than they do to take an employee’s money and send it directly to a political party or specific candidate. The First Amendment rights at stake are the same.

Respondents and government unions across the country attempt to justify their continuing violation of the First Amendment by relying on a single sentence

contained in a footnote in *Janus* which stated that “[s]tates can keep their labor-relations systems exactly as they are—only they cannot force nonmembers to subsidize public-sector unions.” See *Janus*, 138 S. Ct. at 2485, n.27. Rather than interpret this simple passage to mean that exclusive representation may continue, the decision below stands for the proposition that one-time union membership is a catch-all for the obligation of objecting non-members to continue giving their money to government unions against their will in perpetuity, so long as they signed on the dotted line at some point in the past – even before this Court decided *Janus*.

In other words, an employee’s one-time decision to join a union strips him or her of *any* First Amendment protection for as long as the union or state law requires, without limitation. This interpretation strips *Janus* of its precedential import and renders it a dead letter for the many public employees, including the Petitioners in this case, whose lawfully earned wages *continue* to be taken by government unions and spent on political speech without their affirmative consent as required by the First Amendment. This is an important federal question requiring this Court’s review.

II. ADHESION CONTRACTS ARE SUBSTANTIALLY DIFFERENT FROM THE MEMBERSHIP AGREEMENTS IN *BELGAU*

Janus v. AFSCME, Council 31, demonstrated the importance of a public-employees’ rights under the First Amendment to refrain from union membership and dues deduction, citing to cases requiring “knowing, intelligent” and “voluntary” waiver. Yet, in both *Belgau v. Inslee*, and this case, the Ninth Circuit has rewarded the Union’s use of standardized and non-

negotiable adhesion contracts. Such contracts cannot constitute a knowing, intelligent, nor voluntary waiver of the Employees' First Amendment rights.

In general, an adhesion contract is a standard-form contract prepared by one party, to be signed by another party in a weaker position, who adheres to the contract with little choice about the terms. *Adhesion Contract*, Black's Law Dictionary (11th Ed. 2019). While adhesion contracts are generally not considered unconscionable, courts have consistently found contracts of adhesion to be unconscionable when there is (1) extreme inequality of bargaining or economic power between the drafter and signer; (2) contract phrasing or language that a non-lawyer signer would not understand; (3) exploitation of the underprivileged, unsophisticated, uneducated and the illiterate; (4) imbalance in the obligations imposed by the contract; or (5) contract provisions that are inconsistent with the signing party's reasonable expectations. See e.g., *Williams v. Walker-Thomas Furniture Co.*, 350 F.2d 445, 449-50 (D.C. Cir. 1965).

Here, the imbalance in power between the parties is extreme: the Union, by law, is the exclusive representative of the Employees' bargaining unit (a "significant impingement" on First Amendment rights *Janus*, 138 S. Ct. at 2478); the Union has the force of government behind its actions with respect to deducting union dues from employee wages since it is the public employer who deducts the wages; Employees signed these cards in the shadow of agency fee requirements; and Unions are politically powerful multimillion dollar organizations that can afford sophisticated advertising campaigns, as well as counsel in preparing agreements; Employees are not so situated.

The Court below relied on the decision in *Belgau* to permit adhesion contracts to violate First Amendment rights. The standard language requiring a narrow and standardized optout period (the month of June). App. A, 1a. The standardization, lack of information about Employee rights and alternatives and imbalance of power in preparing the contracts demonstrate the devious nature of these contracts. When one cannot possibly know what they are signing away; when public employees are not even aware of the constitutional rights that are at stake, it cannot be said that these employees are signing a valid, and conscionable contract.

To be plain, the nature of the contracts at issue here is one which is devised to actively place workers at a disadvantage. This case provides the perfect opportunity for this Court to vindicate the rights of public employees who are being forced to continue to pay in violation of their rights, even after the Court's clear ruling in *Janus*. Membership cards which are no more than boilerplate adhesion contracts and which do not inform employees of their Constitutional rights, cannot suffice to waive Employees' First Amendment rights.

III. UNIONS' USE OF STATE AND LOCAL GOVERNMENTS TO SUBVERT THE FIRST AMENDMENT RAISES AN IMPORTANT FEDERAL QUESTION

Finally, the decision to grant review in this case implicates hundreds of thousands of public sector workers in state and local government throughout the nation. In the wake of the *Janus* decision government unions across the country have been actively engaged in erecting bulwarks against any diminution in their power. Government unions have engaged in active

campaigns to circumvent *Janus* to the detriment of the First Amendment rights of all public employees.

Unions have a built-in incentive to keep members paying as long as possible – since any delay ultimately leads to more money and thus more political power. The goal of keeping the funds flowing has led directly to myriad abuses of public workers’ rights since the *Janus* case was decided. This includes the forgery of non-consenting members’ names on union authorization cards, (*Ochoa v. SEIU Local 775*, 19-35870 (9th Cir.); *Araujo v. SEIU Local 775 et al*, 20-cv-05012-TOR (E.D. Wa); *Maria Gatdula v. SEIU Local 775 et al*, 20-cv-00476 (W.D. Wa); *Sharrie Yates v. AFSCME Council 28, et al*, 20-35879 (9th Cir.); *Quezambra v. United Domestic Workers of America, AFSCME Local 3930, et al*, No. 20-55643 (9th Cir.); *Wright v. SEIU Local 503, et al*, No. 20-35878 (9th Cir.); *Schiewe v. SEIU Local 503 et al*, No. 20-35882 (9th Cir.); *Zielinski v. SEIU 503 et al*, No. 20-36076; (9th Cir.); *Jarret v. SEIU Local 503*, No. 21-35133 (9th Cir.); *Trees v. SEIU 503*, 6:21-cv-00468-SI (Dist. Or.)); enforcing non-existent escape periods (*Laird v. UTLA et al*, 2:21-cv-02313-FLA-AS (Cent. Dist. Ca.)); refusal to communicate with employees regarding how the employee may resign membership or other procedures for exercising their rights (*Bourque et al v. EAA et al*, 2:21-cv-04006-JAK-PVC (Cent. Dist. Ca.)); and even using membership cards to justify taking funds dedicated to specific political issues or candidate races (*Espinoza v. UAPD, et al*, 8:21-cv-01898 (Cent. Dist. Ca); *Cram et al v. SEIU 503 et al*, 6:20-cv-00544-MK (Dist. Or.)).

Government unions have also actively leveraged their political connections to enact new legal regimes designed to encourage government union membership and to restrict the ability of workers to exercise their

First Amendment rights. A prime example of these efforts is legislation unions lobbied for in Oregon to restrict employees' constitutional claims to the administrative Oregon Employment Relations Board, denying employees their right to a federal forum.⁴ Another example is a series of statutes enacted by California, not coincidentally, on the very same day the *Janus* decision was issued. Cal. S.B. 866 (2018), includes Cal. Gov't Code § 1157.10, which shifts the burden to show affirmative consent to pay union dues off of the union, and shifts it to employees. California also burdens employees' ability to make the free and voluntary decision to waive their First Amendment rights by giving unions exclusive access to new employee orientations (*see e.g.*, Cal. Gov't Code § 3556), and by compelling public employers to provide unions with employees' sensitive personal information so the unions can more easily communicate with employees – whether or not they are union members (*see e.g.*, Cal. Gov't Code § 3558; *see also* Or. Rev. Stat. § **243.804**).

If government unions were merely concerned with creating fair, enforceable contracts, they would not have need of such measures. A fair and enforceable agreement to pay union dues would inform the employee of her rights, would clearly set out the terms, and would be executed only after the employee has the opportunity to review and voluntarily choose to agree. As this Court acknowledges, “[i]f there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act

⁴ Or. Rev. Stat. § 243.806(10) (and see *SEIU Local 503 v. Staci Trees*, No UP-024-21 (Or. ERB)).

their faith therein,” *W. Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943).

After this Court’s decision in *Janus*, the question remains regarding the extent that states can “place obstacles” in between public employees and their First Amendment rights, *see Regan v. Taxation with Representation of Wash.*, 461 U.S. 540, 549–50 (1983), through either questionable contractual practices or contrived legal rules. All efforts to coerce individuals into political speech with which they disagree must be rejected, and the bedrock principle of freedom of speech must be affirmed for the millions of public employees, such as Petitioners, who are confounded by the continued confiscation of their lawfully earned wages for political speech with which they disagree.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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January 10, 2022

APPENDIX

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APPENDIX A

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

[Filed October 12, 2021]

No. 20-36080
D.C. No. 3:19-cv-01975-SB
District of Oregon, Portland

DORI YATES; *et al.*,
Plaintiffs-Appellants,

v.

HILLSBORO UNIFIED SCHOOL DISTRICT,
a public school district; *et al.*,
Defendants-Appellees.

ORDER

Before: McKEOWN, W. FLETCHER, and BYBEE,
Circuit Judges.

Appellants' unopposed motion for summary affirmation (Docket Entry No. 17) is granted. *See* 9th Cir. R. 3-6; *United States v. Hooton*, 693 F.2d 857, 858 (9th Cir. 1982) (stating standard); *see also Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020), *cert. denied*, No. 20-1120 (U.S. June 21, 2021).

AFFIRMED.

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APPENDIX B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

[Filed October 19, 2020]

Case No. 3:19-cv-01975-SB

DORI YATES, CLAUDIA STRICKLAND, and
LINDA NEWTON, as individuals,

Plaintiffs,

v.

AMERICAN FEDERATION OF TEACHERS, AFL-CIO;
AFT-OREGON; HILLSBORO CLASSIFIED UNITED,
AFT LOCAL 4761, labor organizations; and HILLSBORO
UNIFIED SCHOOL DISTRICT, a public school district,

Defendants.

FINDINGS AND RECOMMENDATION

BECKERMAN, U.S. Magistrate Judge.

Plaintiffs Dori Yates, Claudia Strickland, and Linda Newton (together, “Plaintiffs”), filed this civil rights action pursuant to 42 U.S.C. § 1983 against defendants American Federation of Teachers (“AFT”), AFL-CIO, AFT Oregon, Hillsboro Classified United AFT Local 4761, and the Hillsboro Unified School District (together, “Defendants”). Plaintiffs allege that after they resigned from their public employee unions, Defendants’ continued deduction and collection of union dues through the end of their one-year membership agreements violated their rights under the First

Amendment. The parties filed cross motions for summary judgment.

While the summary judgment motions were pending, the Ninth Circuit issued its opinion in *Belgau v. Inslee*, — F.3d —, 2020 WL 5541390 (9th Cir. 2020) (pet. for reh’g en banc pending), affirming the district court’s entry of summary judgment in a nearly identical action alleging that deduction of post-resignation union dues from plaintiffs’ paychecks violated the First Amendment. Like here, the *Belgau* plaintiffs were public employees who signed membership agreements authorizing their employer to deduct union dues from their paychecks and transmit the dues to their union. *Id.* at *2. Like here, the *Belgau* plaintiffs had the option of declining union membership and paying fair representation fees. *Id.* After the plaintiffs notified their union that they no longer wanted to be union members or pay dues, the union terminated the plaintiffs’ union memberships. *Id.* at *3. However, pursuant to the terms of their membership agreements, the state continued to deduct union dues from the plaintiffs’ paychecks until an irrevocable one-year term expired. *Id.*

The Ninth Circuit panel held that the plaintiffs’ First Amendment claim failed because the plaintiffs had consented to the deduction and collection of union dues. *Id.* at *7-9. The panel rejected the plaintiffs’ argument that the Supreme Court’s opinion in *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018) voided that commitment and required the state to insist on strict constitutional waivers with respect to deduction of union dues. *Belgau*, 2020 WL 5541390, at *8. The Ninth Circuit concluded that “[t]he First Amendment does not support Employees’ right to renege on their promise to join and support the union” (*id.* at *7), and

that “[i]n the face of their voluntary agreement to pay union dues and in the absence of any legitimate claim of compulsion, the district court appropriately dismissed the First Amendment claim against Washington.”¹ *Id.* at *9.

In its opinion, the Ninth Circuit noted that it was “join[ing] the swelling chorus of courts recognizing that *Janus* does not extend a First Amendment right to avoid paying union dues.” *Id.* at *8 (citing *Mendez v. Cal. Teachers Ass’n, et al.*, 419 F. Supp. 3d 1182, 1186 (N.D. Cal. 2020) (“As every court to consider the issue has concluded, *Janus* does not preclude enforcement of union membership and dues deduction authorization agreements. . . .”); *Allen v. Ohio Civil Serv. Emps. Ass’n AFSCME, Local 11*, 2020 WL 1322051, at *12 (S.D. Ohio Mar. 20, 2020) (noting “the unanimous *post-Janus* district court decisions holding that employees who voluntarily chose to join a union . . . cannot renege on their promises to pay union dues”); *Fisk v. Inslee*, 759 F. App’x 632, 633 (9th Cir. 2019); *Creed v. Alaska State Emps. Ass’n / AFSCME Local 52*, — F.Supp.3d —, — — —, 2020 WL 4004794, at *5-10 (D. Alaska July 15, 2020); *Molina v. Pa. Soc. Serv. Union*, — F.Supp.3d —, — — —, 2020 WL 2306650, at *7-8 (M.D. Pa. May 8, 2020); *Durst v. Or. Educ. Ass’n*, 450 F. Supp. 3d 1085, — (D. Or. 2020); *Bennett v. Am. Fed’n of State, Cty., and Mun. Emps., Council 31, AFL-CIO et al.*, — F.Supp.3d —, — — —, 2020 WL 1549603, at *3-5 (C.D. Ill. Mar. 30, 2020); *Loescher v. Minn.*

¹ The Ninth Circuit also held that the plaintiffs’ claims against the union failed under § 1983 for lack of state action. *See Belgau*, 2020 WL 5541390, at *6 (“Because the private dues agreements do not trigger state action and independent constitutional scrutiny, the district court properly dismissed the claims against WFSE.”). So too here.

Teamsters Pub. & Law Enft Emps.’ Union, Local No. 320 and Indep. Sch. Dist. No. 831, 441 F. Supp. 3d 762, 772-73 (D. Minn. 2020); *Quirarte v. United Domestic Workers AFSCME Local 3930*, 438 F.Supp.3d 1108, 1117-18 (S.D. Cal. 2020); *Hendrickson v. AFSCME Council 18*, 434 F. Supp. 3d 1014, 1022-24 (D.N.M. 2020); *Hernandez v. AFSCME Cal.*, 424 F. Supp. 3d 912, 923-24 (E.D. Cal. 2019); *Smith v. Super Ct., Cty. of Contra Costa*, 2018 WL 6072806, at *1 (N.D. Cal. Nov. 16, 2019); *Oliver v. Serv. Emps. Int’l Union Local 668*, 415 F. Supp. 3d 602 (E.D. Pa. 2019); *Anderson v. SEIU*, 400 F. Supp. 3d 1113, 1115-16 (D. Or. 2019); *Seager v. United Teachers L.A.*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *O’Callaghan v. Regents of Univ. of Cal.*, 2019 WL 2635585, at *3 (C.D. Cal. June 10, 2019); *Babb v. Cal. Teachers Ass’n*, 378 F. Supp. 3d 857, 877 (C.D. Cal. 2019); *Cooley v. Cal. Statewide Law Enft Ass’n*, 2019 WL 331170, at *2 (E.D. Cal. Jan. 25, 2019)); *see also Labarrere v. Univ. Prof’l and Tech. Emps., CWA 9119*, — F. Supp. 3d —, 2020 WL 5993915 (S.D. Cal. Oct. 9, 2020); *Wright v. Serv. Emps. Int’l Union Local 503*, — F. Supp. 3d —, 2020 WL 5797702 (D. Or. Sept. 28, 2020); *Schiewe v. Serv. Emps. Int’l Union Local 503*, 2020 WL 5790389 (D. Or. Sept. 28, 2020) (adopting Judge Russo’s Findings and Recommendation); *Wagner v. Univ. of Wash.*, 2020 WL 5520947 (W.D. Wash. Sept. 11, 2020); and *Savas v. Cal. State Law Enft Agency*, 2020 WL 5408940 (S.D. Cal. Sept. 9, 2020).

The material facts here are not in dispute (*see* Stip. Facts for Cross-Motions for Summ. J., ECF No. 32), and summary judgment is appropriate where “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” FED. R. Civ. P. 56(a). This case is indistinguishable from *Belgau*, which is not yet controlling pending

issuance of a mandate, but is nevertheless persuasive here. Consistent with *Belgau* and the long line of unanimous district court opinions that have rejected Plaintiffs' claims (including opinions by Chief Judge Hernandez, Judge Immergut, Judge McShane, and Judge Russo in this District), the Court finds that Defendants are entitled to judgment as a matter of law.

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CONCLUSION

For the reasons stated, the Court recommends that the district judge GRANT Defendants' motion for summary judgment (ECF No. 35) and DENY Plaintiffs' motion for summary judgment (ECF No. 34).

SCHEDULING ORDER

The Court will refer its Findings and Recommendation to a district judge. Objections, if any, are due within fourteen (14) days. If no objections are filed, the Findings and Recommendation will go under advisement on that date. If objections are filed, a response is due within fourteen (14) days. When the response is due or filed, whichever date is earlier, the Findings and Recommendation will go under advisement.

DATED this 19th day of October, 2020.

/s/ Stacie F. Beckerman
HON. STACIE F. BECKERMAN
United States Magistrate Judge

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APPENDIX C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

[Filed November 29, 2020]

No. 3:19-cv-01975-SB

DORI YATES, CLAUDIA STRICKLAND, and
LINDA NEWTON, as individuals,

Plaintiffs,

v.

AMERICAN FEDERATION OF TEACHERS, AFL-CIO;
AFT-OREGON; HILLSBORO CLASSIFIED UNITED,
AFT LOCAL 4761, labor organizations; and HILLSBORO
UNIFIED SCHOOL DISTRICT, a public school district,

Defendants.

ORDER

HERNÁNDEZ, District Judge:

Magistrate Judge Beckerman issued a Findings and Recommendation [50] on October 19, 2020 in which she recommends that the Court grant Defendants' motion for summary judgment and deny Plaintiffs' motion for summary judgment. The matter is now before the Court pursuant to 28 U.S.C. § 636(b)(1)(B) and Federal Rule of Civil Procedure 72(b).

Because no objections to the Magistrate Judge's Findings and Recommendation were timely filed, the Court is relieved of its obligation to review the record *de novo*. *United States v. Reyna-Tapia*, 328 F.3d 1114, 1121 (9th Cir. 2003) (en banc); *see also United States*

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v. Bernhardt, 840 F.2d 1441, 1444 (9th Cir. 1988) (*de novo* review required only for portions of Magistrate Judge's report to which objections have been made). Having reviewed the legal principles *de novo*, the Court finds no error.

CONCLUSION

The Court ADOPTS Magistrate Judge Beckerman's Findings and Recommendation [50]. Accordingly, Defendants' motion for summary judgment [35] is GRANTED and Plaintiffs' motion for summary judgment is DENIED [34].

IT IS SO ORDERED.

DATED: November 29, 2020

/s/ Marco A. Hernández
MARCO A. HERNÁNDEZ
United States District Judge

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APPENDIX D

UNITED STATES DISTRICT COURT DISTRICT OF
OREGON PORTLAND DIVISION

[Filed March 27, 2020]

Case No. 3:19-cv-01975-SB

DORI YATES, CLAUDIA STRICKLAND, and
TONYA SEVILLA, individuals,

Plaintiffs,

v.

AMERICAN FEDERATION OF TEACHERS, AFL-CIO;
AFT-OREGON; HILLSBORO CLASSIFIED UNITED,
AFT LOCAL 4671, labor organizations; and HILLSBORO
UNIFIED SCHOOL DISTRICT, a public school district,

Defendants.

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STIPULATED FACTS FOR CROSS-MOTIONS
FOR SUMMARY JUDGMENT

Plaintiffs Dori Yates, Claudia Strickland, and Tonya Sevilla¹ (“Plaintiffs”), and Defendants American Federation of Teachers, AFL-CIO (“AFT”); AFT-Oregon; Hillsboro Classified United, AFT Local 4671 (“HCU” or “Union”); and Hillsboro School District (“Defendants”), by and through their undersigned counsel of record, stipulate that, solely for purposes of filing cross-motions for summary judgment or partial summary judgment in this case, the following facts are true:

1. Defendant Hillsboro School District (“School District”), is a public school district in Washington County, Oregon. School District and Defendant HCU are parties to a collective bargaining agreement that governs terms and conditions of employment for a bargaining unit of School District employees that includes approximately 1,384 employees. Article 11 of that collective bargaining agreement is attached as Exhibit A.

2. Defendant AFT is a national labor union that has 1.7 million members in more than 3,000 state and local unions.

3. Defendant AFT-Oregon is a state federation of labor unions affiliated with various local unions, including HCU.

4. Defendant HCU is a local labor union and is affiliated with AFT and AFT-Oregon. HCU is a party to a collective bargaining agreement with School District.

5. Employees of School District are not required to become union members as a condition of employment.

¹ Former Plaintiff Linda Newton entered a voluntary dismissal of all her claims with prejudice on March 11, 2020, Dkt. No. 28.

Employees who sign union membership and dues deduction authorization agreements become HCU members and pay union membership dues to HCU by deductions from their paychecks.

6. HCU has approximately 688 members.

7. Union members have membership rights including, for example, the ability to vote in union officer elections, run for union office, participate in the union's internal affairs, and vote on whether to ratify a collective bargaining agreement applicable to their bargaining unit. Union members also have access to members-only benefits, including for example discounts on various goods and services, free ID theft protection, access to the AFT Free College program, and invitations to members-only events. Non-members do not have these membership rights or access to these members-only benefits.

8. Before June 27, 2018, employees in the bargaining unit represented by HCU who did not choose to join the Union were required to pay fees to HCU to cover their share of the cost of providing collective bargaining representation, pursuant to Oregon state statutes that have since been repealed. The fees averaged approximately 75% of the membership dues that union members paid. Immediately after June 27, 2018, the School District stopped deducting and HCU stopped receiving fees from non-members.

9. Plaintiffs Dori Yates, Claudia Strickland and Tonya Sevilla are employed by School District, and are in a bargaining unit of employees that is represented for purposes of collective bargaining by Defendant HCU.

10. Dori Yates signed an HCU membership card on April 17, 2008. The full membership card is incorporated into these stipulated facts as Exhibit B.

11. Yates signed another HCU membership card on April 25, 2018. The full membership card is incorporated into these stipulated facts as Exhibit C.

12. Yates sent to HCU a written resignation of her membership and objection to dues deductions on or about January 14, 2019. That letter is incorporated into these stipulated facts as Exhibit D.

13. On January 23, 2019, HCU sent a letter to Yates. That letter is incorporated into these stipulated facts as Exhibit E.

14. On June 1, 2019, Yates sent a letter to HCU. That letter is incorporated into these stipulated facts as Exhibit F.

15. Based on HCU's certification, School District continued deducting union dues from Yates' paychecks from January 2019 through May 2019, after which the deductions ended. In the five months between when Yates resigned her union membership and objected to dues deductions, and when her dues deductions ended, a total of \$244.54 in dues was deducted from her pay.

16. Claudia Strickland signed an HCU membership card on November 30, 2017. The full membership card is incorporated into these stipulated facts as Exhibit G.

17. Strickland signed another HCU membership card on November 16, 2018. The full membership card is incorporated into these stipulated facts as Exhibit H.

18. Strickland sent to HCU a written resignation of her membership and objection to dues deductions that

HCU received on July 26, 2019. That letter is incorporated into these stipulated facts as Exhibit I.

19. On July 26, 2019, HCU sent a letter to Strickland. That letter is incorporated into these stipulated facts as Exhibit J.

20. Based on HCU's certification, School District deducted union dues from Strickland's paychecks from August 2019 through the end of February 2020, after which the deductions ended. In those seven months between when Strickland resigned her union membership and objected to dues deductions, and when her dues deductions ended, a total of \$197.70 in dues was deducted from her pay.

21. Tonya Sevilla signed an HCU membership card on September 26, 2017. The full membership card is incorporated into these stipulated facts as Exhibit K.

22. Sevilla signed another HCU membership card on April 26, 2018. The full membership card is incorporated into these stipulated facts as Exhibit L.

23. Sevilla sent to HCU a resignation of her membership and objection to dues deductions on January 22, 2019. That letter is incorporated into these stipulated facts as Exhibit M.

24. On January 23, 2019, HCU sent a letter to Sevilla. That letter is incorporated into these stipulated facts as Exhibit N.

25. Sevilla sent a letter to HCU on June 3, 2019. That letter is incorporated into these stipulated facts as Exhibit O.

26. Sevilla hand delivered a note to an HCU representative on or around June 3, 2019. That note is incorporated into these stipulated facts as Exhibit P.

27. Based on HCU's certification, School District deducted union dues from Sevilla's paychecks from February 2019 through June 2019, after which the deductions ended. In those five months between when Sevilla resigned her union membership and objected to dues deductions, and when her dues deductions ended, a total of \$412.10 in dues was deducted from her pay.

28. Yates, Strickland, and Sevilla are no longer union members. Dues deductions from their pay have ended. HCU has instructed School District not to make any further dues deductions for Yates, Strickland, or Sevilla.

29. On March 3, 2020, through counsel, HCU sent Yates, Strickland, and Sevilla unconditional refunds in the form of cashier's checks in the amounts of \$268.99 to Yates, \$217.47 to Strickland, and \$453.31 to Sevilla. The letter and cashier's checks are incorporated into these stipulated facts as Exhibit Q.

30. On March 12, 2020, through counsel, Yates, Strickland, and Sevilla rejected HCU's refund checks, and returned the checks to HCU. The letter explaining the return of the checks is incorporated into these stipulated facts as Exhibit R.

31. Apart from the facts set forth in this stipulation, the parties do not contend that additional facts exist now that make Plaintiffs' membership and dues deduction authorization agreements enforceable or unenforceable.

* * *

The parties agree that they will file cross-motions for summary judgment or partial summary judgment based on the facts set forth in this stipulation and will

not introduce additional evidence related to the merits of Plaintiffs' claims in support of or in opposition to those cross-motions. The parties agree that this stipulation does not preclude the parties from presenting additional facts or evidence if the case is not fully resolved based on those cross-motions for summary judgment or partial summary judgment or from raising at any time any issues that go to the court's subject matter jurisdiction.

Date: March 27, 2020

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EXHIBIT A

CLASSIFIED MANAGEMENT AGREEMENT

[LOGO]

Hillsboro School District

[LOGO]

AFT

A Union of Professionals
Hillsboro Classified United
Local 4671

Agreement between Hillsboro School District and
Hillsboro Classified United Local 4671,
AFT-OREGON, AFT, AFL-CIO

July 1, 2018 – June 30, 2021

Full CBA available at: <https://hcu4671.org/wp-content/uploads/2019/01/2018-21-Classified-Management-Agreement.pdf>.

ARTICLE 11 PAYROLL DEDUCTIONS

A. Voluntary Deductions

Upon written appropriate request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions.

1. Contributions to the United Way Fund
2. OnPoint Community Credit Union
3. District approved Tax Sheltered Annuity (TSA)
4. Insurance premiums for group insurance programs above the amount of District contributions.

B. Direct Deposit

Employees may choose to have payroll checks directly deposited with their financial institution as long as it is part of the electronic funds transfer system.

C. Dues

1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Union, a Voluntary Authorization to Deduct Dues form, which will authorize the deduction of membership dues to the Union. Such authorization will continue from year to year unless revoked in writing during the revocation period between June 1 and June 30. Revocations must be in writing and sent to the Union by the United States Postal Service and must be post-marked between June 1 and June 30.

2. The amount to be deducted shall be certified by the Union to the District. The Union will notify the District at least thirty (30) days in advance of the effective date of any changes in the amount of dues and fees to be deducted under the provisions above.
3. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the payday in which the deduction was made. The amounts to be deducted shall be certified to the District by the Union.

D. Voluntary Contributions to AFT - Oregon Political Action Fund

1. The District, upon written authorization from the employee, will deduct voluntary contributions to the AFT - Oregon Political Action Fund from the employee's regular paycheck.
2. The amount to be deducted shall be that amount designated by the employee in their voluntary written authorization. Such deduction shall continue from year to year unless revoked or changed in writing from the Union to the District Payroll Office.
3. The sum of all monies to be deducted shall be remitted to the Union together with a list of employees from whom the voluntary contributions are deducted and the amount deducted from each. Such funds shall be forwarded to the Union within five (5) working days from the payday from which the deduction was made.

20a
EXHIBIT B

Local 4671, Hillsboro Classified United, AFT, AFL-CIO

☐ Information Update ☐ New Membership Application

I hereby apply for membership in Local 4671, Hillsboro Classified United, a local union affiliate of the American Federation of Teachers, AFL-CIO.

Name: DORI E. YATES Employee # [REDACTED]

Address: [REDACTED] ST

City: BEAVERTON State: OR Zip: 97006

Home Phone: [REDACTED] Work Phone: 503 648-9123 Extension: [REDACTED] Email: dori

Worksite: HSU Job Title: TRANSPORTATION ASSISTANT

I understand that my dues will include the many services and benefits of the local, state and national AFT bodies as well as subscriptions to the state and national newsletters and newspapers. Union dues may not be deductible for federal income tax purposes. However, under limited circumstances dues may qualify as a business expense.

Signature: Dori E. Yates Date: 4/12/08

My current gross annual income is 13,900. (Please complete this line to ensure that you are placed in the correct dues category.)

Attention Payroll **Voluntary authorization to withhold dues**

I, the undersigned employee of the Hillsboro School District 1J voluntarily authorize my employer to deduct the organization dues, fees and/or assessments in the amount specified by Local 4671, Hillsboro Classified United, AFT, AFL-CIO from my regular paycheck and to remit the amount to Local 4671 at its current address. This authorization is revocable by me only upon thirty (30) days written notice or upon termination of employment. Dues paid to the union may not be deductible for federal income tax purposes. However, under limited circumstances, dues may qualify as a business expense.

Name: Dori E. Yates Worksite: TRANSPORTATION Job Title: TRANSPORTATION ASSISTANT

Signature: Dori E. Yates Employee # [REDACTED]

sent'd 5-5-08 Fran Payroll TO Fran 5/4/08 PFI

21a
EXHIBIT C

Union Membership Commitment Form



Hillsboro Classified United Local 4671
AFT, AFT-Oregon, AFL-CIO

Fill out the membership form below and return to your Union Office,
245 SE 4th Ave. Suite A, Hillsboro, OR 97123

I hereby apply for membership in, or reaffirm my commitment to, Hillsboro Classified
United, Local 4671, an affiliate of the American Federation of Teachers, AFL-CIO

Name: Dori YATES

Address: [REDACTED]

City: Hillsboro State: OR Zip: 97123

Non-Work E-mail: dori.yates@hillsboroschools.org

Phone Number: [REDACTED] ☐ Home Phone ☒ Cell Phone (signup for text alerts)

I understand that my dues will include many services and benefits of the local, state, and national bodies as well as subscriptions to the state and national publications. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union between June 1 and June 31. Union dues may not be deductible for federal tax income purposes.

Signature (Required): [Signature] Date: 4/25/18

RECEIVED BY [Signature] Date: 4/17/18

VP of Membership Signature: [Signature] Date: 4/25/18
(or Union President)

*Form can also be sent to the HCU Office via Interdepartmental Mail (Courier).



Political Action Fund

Payroll Deduction
Authorization

The undersigned intends to have a deduction of the amount listed below made **each month** from their paycheck by their employer and forwarded to the AFT-Oregon Political Action Fund: 10228 SW Capitol Hwy, Portland, Oregon 97219

Amount to Deduct: (Circle One) \$4.15 \$8.30 \$5.00 \$10.00 \$20.00 Other \$ _____

Name: _____ Local: **HCU 4671**

This authorization is signed freely and voluntarily, without fear of reprisal, and I understand that it is not a condition of union membership. I may revoke this authorization at any time by notifying my human resource department in writing. I understand that this money will be used to make political contributions to AFT-Oregon's Political Action Fund. I understand that AFT-Oregon's Political Action Fund and AFT-Oregon may engage in joint fundraising efforts with other AFT affiliates and/or the AFL-CIO. I understand that contributions to AFT-Oregon's Political Action Fund are not deductible for federal tax purposes but may be eligible for the Oregon Political Tax Credit.

Signature: _____ Date: _____

22a

EXHIBIT D

January 14, 2019

Attention HCU Union 4671

I am requesting to be removed from the HCU Union immediately. I do not feel the union represented the Hillsboro School District 1J classified staff as a whole during the most recent bargaining session. I witnessed unprofessional communications from the HCU with both the school district bargaining team and the HCU members represented. The HCU was more concerned with communications about Union functions and socials than they were about bargaining and getting a contract that was fair for all of their members.

Thank you for the time that was spent on this contract, as I know most of the bargaining team do not have a paid position. Because of the reasons stated above and many others, I do not feel I can support this Union any longer.

Dori Yates

/s/ Dori Yates
Transportation Assistant

23a

EXHIBIT E

Hillsboro Classified United
AFT, AFT-Oregon, AFL-C10, Local 4671

01/23/2019

Dori Yates

[REDACTED]

Hillsboro, Or 97123

RE: Membership Revocation

Dori,

I am writing in response to your letter that we received on 1/23/2019 that states your desire to resign your membership effective immediately. Your request has been denied as it was received outside the revocation window for dues authorization.

When you became a member, you agreed to maintain your membership for a minimum of one year. So the first year you are allowed to revoke your deduction authorization is 2019.

Union Membership and Payroll Deductions are governed by the following documents:

- HCU Constitution and Bylaws
- Classified/Management Agreement (aka “the contract”)
- Membership Commitment Forms

Each document includes language about when a member may withdraw their membership or payroll deduction authorization. Currently the language in each document have differences that have a material impact on when and how a member can withdraw their union membership. While these conflicts exist,

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the language on the Membership Commitment Form is the overriding language. I've included a copy of your membership commitment form that was signed on 04/25/2018.

To summarize the language, you may only revoke your authorization of dues deductions between the dates of June 1st and June 30th of each calendar year.

Because our arrangement with payroll does not differentiate between "union members" and "non-members with dues authorization", we will hold off on changing your status to a non-member. If you wish to be designated as a non-member, resulting in paying dues without receiving member benefits, please let me know.

I am available to meet in person if you wish to discuss this matter further.

In Solidarity,

/s/ Debbie Langworthy

Debbie Langworthy
Membership Officer

25a

EXHIBIT F

June 1, 2019

Attention HCU Union 4671

I am requesting to be removed from the HCU Union immediately. I do not feel the union represented the Hillsboro School District 1J classified staff as a whole during the most recent bargaining session.

Thank you for the time that was spent on this contract, as I know most of the bargaining team do not have a paid position. Because of the reason stated above and many others, I do not feel I can support this Union any longer.

Dori Yates

/s/ Dori Yates

Transportation Assistant

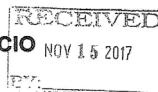
26a

EXHIBIT G

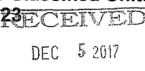


**Hillsboro Classified United
Local 4671**

AFT, AFT-Oregon, AFL-CIO



Fill out the membership form below and return to Hillsboro Classified United,
245 SE 4th Ave. Suite A, Hillsboro, OR 97123
503-681-2111 • hcu4671.org



I hereby apply for membership in local 4671, Hillsboro Classified United, a local affiliate of
the American Federation of Teachers, AFL-CIO

Name: Claudia Strickland
Address: [REDACTED] Drive
City: Beaverton State: OR Zip Code: 97006
Home Phone: [REDACTED] Cell Phone: _____
Non-Work E-mail: [REDACTED]
Work Site: West Union Elem. - Hillsboro Job Title: BAI

(Bilingual Assistant)

I understand my dues will include many services and benefits of the local, state, and national AFT bodies as well as subscriptions to the state and national newsletters and newspapers. Union dues may not be deductible for federal tax income purposes. However, under limited circumstances, dues may qualify as a business expense.

Signature: [Signature] Date: 11-30-17

RECEIVED BY

VP of Membership Signature: [Signature] Date: 11-30-17
(or Union President)

*Form can also be sent to the VP of Membership at the HCU office via Interdepartmental Mail (Courier).

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EXHIBIT H

Union Membership Commitment Form



Hillsboro Classified United Local 4671 AFT, AFT-Oregon, AFL-CIO

Fill out the membership form below and return to your Union Office,
245 SE 4th Ave. Suite A, Hillsboro, OR 97123

I hereby apply for membership in, or reaffirm my commitment to, Hillsboro Classified
United, Local 4671, an affiliate of the American Federation of Teachers, AFL-CIO

Name: Claudia Strickland
Address: [Redacted]
City: Beaverton State: OR Zip: 97006
Non-Work E-mail: [Redacted]@yahoo.com
Phone Number: [Redacted] ☐ Home Phone ☒ Cell Phone (signup for text alerts)

I understand that my dues will include many services and benefits of the local, state, and national bodies as well as subscriptions to the state and national publications. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union between June 1 and June 31. Union dues may not be deductible for federal tax income purposes.

Signature (Required): [Signature] Date: 11-16-18

RECEIVED BY [Signature] 10/30/17

VP of Membership Signature: [Signature] Date: 11-16-18
(or Union President)

*Form can also be sent to the HCU Office via Interdepartmental Mail (Courier).



Political Action Fund

Payroll Deduction
Authorization

The undersigned intends to have a deduction of the amount listed below made **each month** from their paycheck by their employer and forwarded to the AFT-Oregon Political Action Fund: 10228 SW Capitol Hwy, Portland, Oregon 97219

Amount to Deduct: \$4.15 \$8.30 \$5.00 \$10.00 \$20.00 Other \$
(Circle One)

Name: _____ Local: **HCU 4671**

This authorization is signed freely and voluntarily, without fear of reprisal, and I understand that it is not a condition of union membership. I may revoke this authorization at any time by notifying my human resource department in writing. I understand that this money will be used to make political contributions to AFT-Oregon's Political Action Fund. I understand that AFT-Oregon's Political Action Fund and AFT-Oregon may engage in joint fundraising efforts with other AFT affiliates and/or the AFL-CIO. I understand that contributions to AFT-Oregon's Political Action Fund are not deductible for federal tax purposes but may be eligible for the Oregon Political Tax Credit.

Signature: _____ Date: _____

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EXHIBIT I

Claudia Strickland
[REDACTED]

Beaverton, OR 97006
[REDACTED]

July 19, 2019

Membership Officer
Hillsboro Classified United
245 Se 4th Ave Suite A
Hillsboro, OR 97123

To Whom it May Concern,

I no longer want to be a member of the HCU, effective immediately. Please let me know if there's any process I should follow and/or paperwork I should complete.

In case the reason is needed: I do not support the work of Planned Parenthood, namely abortions, which your affiliate AFT "stands with" <https://www.atorg/resolution/stand-planned-parenthood>.

Thank you for your service thus far.

Sincerely,

/s/ Claudia Strickland

Claudia Strickland

[Handwritten] Denial Letter Sent 7/26/17

29a

EXHIBIT J

07/26/2019

Claudia Strickland

[REDACTED]

Beaverton, Or 97006

RE: Membership Revocation

Claudia,

I am writing in response to your letter that we received on 7/26//2019 that states your desire to resign your membership effective immediately. Your request has been denied as it was received outside the revocation window for dues authorization.

When you became a member, you agreed to maintain your membership for a minimum of one year. So the first year you are allowed to revoke your deduction authorization is 2020.

Union Membership and Payroll Deductions are governed by the following documents:

- HCU Constitution and Bylaws
- Classified/Management Agreement (aka “the contract”)
- Membership Commitment Forms

Each document includes language about when a member may withdraw their membership or payroll deduction authorization. Currently the language in each document have differences that have a material impact on when and how a member can withdraw their union membership. While these conflicts exist, the language on the Membership Commitment Form is the overriding language. I’ve included a copy of your

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membership commitment form that was signed on 11/16/ 2018.

To summarize the language, you may only revoke your authorization of dues deductions between the dates of June 1st and June 30th of each calendar year.

Because our arrangement with payroll does not differentiate between “union members’ and “non-members with dues authorization”, we will hold off on changing your status to a non-member. If you wish to be designated as a non-member, resulting in paying dues without receiving member benefits, please let me know.

I am available to meet in person if you wish to discuss this matter further.

In Solidarity,

/s/ Debbie Langworthy

245 SE 4th Ave, Suite A • Hillsboro, Oregon 97123 •
E-mail: President@hcu4671.org • Phone: 503-681-2111
• <http://hcu4671.org>

31a
EXHIBIT K



**Hillsboro Classified United
Local 4671**
AFT, AFT-Oregon, AFL-CIO

Fill out the membership form below and return to Hillsboro Classified United,
245 SE 4th Ave. Suite A, Hillsboro, OR 97123
503-681-2111 • hcu4671.org

I hereby apply for membership in local 4671, Hillsboro Classified United, a local affiliate of
the American Federation of Teachers, AFL-CIO

Name: Tonya Sevilla
Address: [REDACTED]
City: Cornelius State: Or Zip Code: 97113
Home Phone: [REDACTED] Cell Phone: [REDACTED]
Email: Sevillat@HSD.or.us ^{HSD} kiz.or.us [REDACTED]
Work Site: Transportation Job Title: Receptionist

I understand my dues will include many services and benefits of the local, state and national AFT bodies as well as subscriptions to the state and national newsletters and newspapers. Union dues may not be deductible for federal income tax purposes. However, under limited circumstances dues may qualify as a business expense.

Signature: Tonya Sevilla Date: 9/26/17

RECEIVED BY:

HCU 4671 SIGNATURE: Tonya Sevilla ^{TS} Kenemer DATED: 9/27/17

*Can also be sent to the Membership Officer at HCU office via Interdepartmental Mail

32a
EXHIBIT L



Union Membership Commitment Form

Hillsboro Classified United Local 4671
AFT, AFT-Oregon, AFL-CIO

Fill out the membership form below and return to your Union Office,
245 SE 4th Ave. Suite A, Hillsboro, OR 97123

I hereby apply for membership in, or reaffirm my commitment to, Hillsboro Classified
United, Local 4671, an affiliate of the American Federation of Teachers, AFL-CIO

Name: Tanya Sevilla

Address: [REDACTED]

City: Corvallis State: OR Zip: 97331

Non-Work E-mail: [REDACTED]

Phone Number: [REDACTED] ☐ Home Phone ☒ Cell Phone (signup for text alerts)

I understand that my dues will include many services and benefits of the local, state, and national bodies as well as subscriptions to the state and national publications. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union between June 1 and June 31. Union dues may not be deductible for federal tax income purposes.

Signature (Required): Tanya Sevilla Date: 4/26/18

RECEIVED BY [REDACTED] Join: 9/26/17

VP of Membership Signature: [REDACTED] Date: 4/25/18
(or Union President)

*Form can also be sent to the HCU Office via Interdepartmental Mail (Courier).



Political Action Fund

Payroll Deduction
Authorization

The undersigned intends to have a deduction of the amount listed below made **each month** from their paycheck by their employer and forwarded to the AFT-Oregon Political Action Fund: 10228 SW Capitol Hwy, Portland, Oregon 97219

Amount to Deduct (Circle One) \$4.15 \$8.30 \$5.00 \$10.00 \$20.00 Other \$_____

Name: _____ Local: **HCU 4671**

This authorization is signed freely and voluntarily, without fear of reprisal, and I understand that it is not a condition of union membership. I may revoke this authorization at any time by notifying my human resource department in writing. I understand that this money will be used to make political contributions to AFT-Oregon's Political Action Fund. I understand that AFT-Oregon's Political Action Fund and AFT-Oregon may engage in joint fundraising efforts with other AFT affiliates and/or the AFL-CIO. I understand that contributions to AFT-Oregon's Political Action Fund are not deductible for federal tax purposes but may be eligible for the Oregon Political Tax Credit.

Signature: _____ Date: _____

33a

EXHIBIT M

1/22/19

Attention HCU

I would like to be removed from the HCU at this time.
This is a follow up from one I already sent on 1/12/19
that was sent to the wrong address.

Thank You

Tonya Sevilla

/s/ Tonya Sevilla

Receptionist of Transportation
Hillsboro School District

34a

EXHIBIT N

Hillsboro Classified United
AFT, AFT-Oregon. AFL-CIO. Local 4571

January 23, 2019

Tonya Sevilla

[REDACTED]

Cornelius, Or

RE: Membership Revocation Tonya,

I am writing in response to your letter that we received on January 23 that states your desire to resign your membership effective immediately. Your request has been denied as it was received outside the revocation window for dues authorization.

When you became a member, you agreed to maintain your membership for a minimum of one year. So the first year you are allowed to revoke your deduction authorization is 2019

Union Membership and Payroll Deductions are governed by the following documents:

- HCU Constitution and Bylaws
- Classified/Management Agreement (aka “the contract”)
- Membership Commitment Forms

Each document includes language about when a member may withdraw their membership or payroll deduction authorization. Currently the language in each document have differences that have a material impact on when and how a member can withdraw their union membership. While these conflicts exist, the language on the Membership Commitment Form is the overriding language. I’ve included a copy of your

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membership commitment form that was signed on 04/26/2018.

To summarize the language, you may only revoke your authorization of dues deductions between the dates of June 1st and June 30th of each calendar year.

Because our arrangement with payroll does not differentiate between “union members” and “non-members with dues authorization”, we will hold off on changing your status to a non-member. If you wish to be designated as a non-member, resulting in paying dues without receiving member benefits, please let me know.

I am available to meet in person if you wish to discuss this matter further.

In Solidarity,

/s/ Debbie Langworthy
Debbie Langworthy

245 SE 4th Ave, Suite A • Hillsboro, Oregon 97123 •
E-mail: President@hcu4671.org • Phone: 503-681-2111
• <http://hcu4671.org>

36a

EXHIBIT O

[Received Jun 03 2019 By: _____]

6/3/19

Attention HCU

I would like to be removed from HCU at this time. I do appreciate the work you have done but at this time with my financial change I will need to see how my finances work out and can re-enroll at a later time.

Thank you

Tonya Sevilla

/s/ Tonya Sevilla

37a

EXHIBIT P

[Handwritten] Debbie

Im so sorry this has nothing to do with you at all I really appreciate what you do and stand for. I just really need to figure out my finances and can re-enroll later.

38a

EXHIBIT Q

ALTSHULER BERZON LLP
ATTORNEYS AT LAW
177 POST STREET, SUITE 300
SAN FRANCISCO, CALIFORNIA 94108
(415) 421-7151
FAX (415) 362-8064
www.altshulerberzon.com

STEPHEN P. BERZON	FRED H. ALTSHULER
HAMILTON CANDEE	FOUNDING PARTNER
EVE H. CERVANTEZ	EMERITUS
BARBARA J. CHISHOLM	PETER D. NUSSBAUM
JEFFREY B. DEMAINE	PARTNER EMERITUS
JAMES M. FINBERG	ELIZABETH VISSERS
EILEEN B. GOLDSMITH	FELLOW
CORINNE JOHNSON	
MEREDITH A. JOHNSON	
SCOTT A. KRONLAND	
ANDREW KUSHNER	
REBECCA C. LEE	
DANIELLE E. LEONARD	
STACEY M. LEYTON	
AMANDA C. LYNCH	
MATTHEW J. MURRAY	
ZOE PALITZ	
P. CASEY PITTS	
DANIELT. PURTELL	
MICHAEL RUBIN	
HUNTER B. THOMSON*	
STEFANIE L. WILSON	
* ADMITTED IN NEW YORK ONLY	

March 3, 2020

VIA CERTIFIED MAIL

Rebekah Millard
Freedom Foundation
PO Box 552
Olympia, WA 98507

Re: Unconditional Refunds of Post-Resignation Dues
for Dori Yates, Tonya Sevilla, and Claudia
Strickland

Dear Ms. Millard:

On December 5, 2019, your clients Dori Yates, Tonya Sevilla, and Claudia Strickland (“plaintiffs”) filed a lawsuit against American Federation of Teachers (“AFT”), AFT-Oregon, and Hillsboro Classified United, AFT Local 4671 (“HCU”) seeking a refund of union membership dues that the plaintiffs agreed to pay in the voluntary union membership and dues deduction authorization agreements they each signed. The lawsuit alleges that the agreements the plaintiffs signed are unenforceable because of *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018). As you know, every one of the now roughly 20 different courts that has considered that same argument – including the District of Oregon – has rejected claims like plaintiffs’ and has agreed that *Janus* does not affect the enforceability of voluntary union membership and dues deduction authorization agreements like the ones plaintiffs signed.¹

¹ See, e.g., *Quirarte v. United Domestic Workers AFSCME Local 3930*, __ F. Supp. 3d ___, 2020 WL 619574, at *5-6 (S.D. Cal. Feb. 10, 2020); *Few v. United Teachers Los Angeles*, 2020 WL 633598, at *6 (C.D. Cal. Feb. 10, 2020); *Grossman v. Hawaii Gov’t Employees Ass’n / AFSCME Local 152*, 2020 WL 515816, at *6 n.9 (D. Haw. Jan. 31, 2020); *Hendrickson v. AFSCME Council 18*, __

Given the unanimous rulings of the courts, there is no basis for the plaintiffs' claims. Nevertheless, the cost of litigating those claims would be far greater than the small monetary amounts at issue. To avoid those costs, HCU has instructed the Hillsboro School District to stop making any further dues deductions for plaintiff Strickland (the deductions for Yates and Sevilla having previously ended), and on behalf of HCU we are enclosing with this letter cashier's checks for \$268.99 to Dori Yates, \$453.31 to Tonya Sevilla, and \$217.47 to Claudia Strickland. These cashier's checks constitute unconditional full refunds of all dues that were deducted from each plaintiff's pay after each

F. Supp. 3d ___, 2020 WL 365041, at *4-5 (D.N.M. Jan. 22, 2020); *Mendez v. Cal. Teachers Ass'n*, __ F. Supp. 3d ___, 2020 WL 256124, at *2 (N.D. Cal. Jan. 16, 2020); *Aliser v. SEIU Cal.*, __ F. Supp. 3d ___, 2019 WL 6711470, at *3-4 (N.D. Cal. Dec. 10, 2019); *Smith v. Teamsters Local 2010*, 2019 WL 6647935, at *8-9 (C.D. Cal. Dec. 3, 2019); *Smith v. NJ. Educ. Ass'n*, 2019 WL 6337991, at *6 (D.N.J. Nov. 27, 2019); *Oliver v. SEIU Local 668*, __ F. Supp. 3d ___, 2019 WL 5964778, at *3 (E.D. Pa. Nov. 12, 2019); *Anderson v. SEIU Local 503*, 400 F. Supp. 3d 1113, 1116-17 (D. Or. 2019); *Seager v. United Teachers Los Angeles*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *Smith v. Superior Court, Cty. of Contra Costa*, 2018 WL 6072806, at *1 (N.D. Cal. Nov. 16, 2018), *subsequent order*, *Smith v. Bieker*, 2019 WL 2476679, at *2 (N.D. Cal. June 13, 2019); *Cooley v. Cal. Statewide Law Enforcement Ass'n*, 2019 WL 331170, at *3 (E.D. Cal. Jan. 25, 2019), *subsequent order*, 385 F. Supp. 3d 1077, 1079 (E.D. Cal. 2019); *O'Callaghan v. Regents of Univ. of Cal.*, 2019 WL 2635585, at *3 (C.D. Cal. June 10, 2019), *subsequent order*, No. CV 19-02289 JVS (C.D. Cal. Sept. 30, 2019); *Babb v. Cal. Teachers Assn*, 378 F. Supp. 3d 857, 877 (C.D. Cal. 2019); *Belgau v. Inslee*, 2018 WL 4931602, at *5 (W.D. Wash. Oct. 11, 2018), *subsequent order*, 359 F. Supp. 3d 1000, 1016 (W.D. Wash. 2019); *Bermudez v. SEIU Local 521*, 2019 WL 1615414, at *2 (N.D. Cal. Apr. 16, 2019); *Crockett v. NEA-Alaska*, 367 F. Supp. 3d 996, 1008 (D. Alaska 2019).

41a

plaintiff notified HCU that she was resigning her union membership, plus 10% to cover any possible claims for interest or nominal damages.

Sincerely,

/s/ Matthew Murray

Matthew Murray

Counsel for AFT, AFT-Oregon, and HCU

42a

00-53-3364B 06-2019

BANK OF AMERICA

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID AFTER 90 DAYS

91-1701221

DATE 03/03/20 01:11:42 PM

MARKET-NEW MONTGOMERY

0008 0000408 0055

BANK OF AMERICA

Pay

Two Hundred Sixty Eight and 99/100 Dollars

To The DORI YATES

Order Of

Remitter (Purchased By): ALTSHULER BERZON LLP

Bank of America, N.A.

PHOENIX, AZ

****\$268.99****

[Signature]

AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Notice to Purchaser: In the event this check is lost, misplaced or stolen, 90 days after the date of issuance, the waiting period will be required prior to replacement. This check should be negotiated within 90 days.

MARKET-NEW MONTGOMERY

0008 0000408 0055

Pay



Four Hundred Fifty Three and 31/100 Dollars

To The TONYA SEVILLA
Order Of

Remitter (Purchased By): ALTSHULER BERZON LLP

Bank of America, N.A.
PHOENIX, AZ

\$453.31

AUTHORIZED SIGNATURE

91-1701221 Date 03/03/20 01:11:42 PM
NAZ

VOID AFTER 90 DAYS

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

00-53-336-1B 06-2019

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 30-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID AFTER 90 DAYS

0008 0000408 0055

Pay  **BANK OF AMERICA**  **SEVEN**  **47** CTCTS

Two Hundred Seventeen and 47/100 Dollars

To The **CLAUDIA STRICKLAND**

Order Of

Remitter (Purchased By): **ALTSHULER BERZON LLP**

Bank of America, N.A.
PHOENIX, AZ

01-170/1221 NAZ Date 03/03/20 01:11:42 PM

****\$217.47****

 AUTHORIZED SIGNATURE

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EXHIBIT R

Freedom Foundation

Our mission is to advance individual liberty, free enterprise, and limited accountable government.

March 12, 2020

Matthew J. Murray
Altshuler Berzon LLP
177 Post Street, Suite 300
San Francisco, CA 94108
415.421.7151
415.362.8064 (fax)
mmurray@altshulerberzon.com

Re: Unconditional Refunds of Post-Resignation Dues

Dear Mr. Murray,

I write on behalf of Dori Yates, Tonya Sevilla, and Claudia Strickland. After considering your proffered checks, Ms. Yates, Ms. Sevilla, and Ms. Strickland each respectfully refuse to accept this money and hereby return it. Please find enclosed with this letter a return of your checks dated March 3, 2020.

Sincerely,

/s/ Rebekah Millard

Rebekah Millard, Litigation Counsel
Freedom Foundation
RMillard@FreedomFoundation.com

James Abernathy, Senior Litigation Counsel
Freedom Foundation
JAbernathy@FreedomFoundation.com
PO Box 552
Olympia, WA 98507
Telephone: 360.956.3482
Facsimile: 360.352.1874

APPENDIX E

Constitution of the United States Amend. I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

APPENDIX F

O.R.S. § 243.806

243.806. Authorization to make deduction from salary or wages of exclusive representative

(1) A public employee may enter into an agreement with a labor organization that is the exclusive representative to provide authorization for a public employer to make a deduction from the salary or wages of the public employee, in the manner described in subsection (4) of this section, to pay dues, fees and any other assessments or authorized deductions to the labor organization or its affiliated organizations or entities.

(2) A public employer shall deduct the dues, fees and any other deduction authorized by a public employee under this section and remit payment to the designated organization or entity.

(3)(a) In addition to making the deductions and payments to a labor organization or entity described in subsection (1) of this section, a public employer shall make deductions for and payments to a noncertified, yet bona fide, labor organization, if so requested and authorized by a public employee, in the manner described in subsection (4) of this section.

(b) The deductions and payments made in accordance with this subsection shall not be deemed an unfair labor practice under ORS 243.672.

(4)(a) A public employee may provide authorization for the deductions described in this section by telephonic communication or in writing, including by an electronic record or electronic signature, as those terms are defined in ORS 84.004.

(b) A public employee's authorization is independent of the employee's membership status in the labor organization to which payment is remitted and irrespective of whether a collective bargaining agreement authorizes the deduction.

(5) Notwithstanding subsections (1) to (4) of this section, a collective bargaining agreement between a labor organization and a public employer may authorize a public employer to make a deduction from the salary or wages of a public employee who is a member of the labor organization to pay dues, fees or other assessments to the labor organization or its affiliated organizations or entities.

(6) A public employee's authorization for a public employer to make a deduction under subsections (1) to (4) of this section shall remain in effect until the public employee revokes the authorization in the manner provided by the terms of the agreement.

If the terms of the agreement do not specify the manner in which a public employee may revoke the authorized deduction, a public employee may revoke authorization for the deduction by delivering an original signed, written statement of revocation to the headquarters of the labor organization.

(7) A labor organization shall provide to each public employer a list identifying the public employees who have provided authorization for a public employer to make deductions from the public employee's salary or wages to pay dues, fees and any other assessments or authorized deductions to the labor organization. A public employer shall rely on the list to make the authorized deductions and to remit payment to the labor organization.

(8)(a) Notwithstanding subsection (10) of this section, a public employer that makes deductions and payments in reliance on the list described in subsection (7) of this section is not liable to a public employee for actual damages resulting from an unauthorized deduction.

(b) A labor organization that receives payment from a public employer shall defend and indemnify the public employer for the amount of any unauthorized deduction resulting from the public employer's reliance on the list.

(9) If a labor organization provides a public employer with the list described in subsection (7) of this section and the employer fails to make an authorized deduction and remit payment to the labor organization, the public employer is liable to the labor organization, without recourse against the employee who authorized the deduction, for the full amount that the employer failed to deduct and remit to the labor organization.

(10)(a) If a dispute arises between the public employee and the labor organization regarding the existence, validity or revocation of an authorization for the deductions and payment described under subsections (1) and (2) of this section, the dispute shall be resolved through an unfair labor practice proceeding under ORS 243.672.

(b) A public employer that makes unauthorized deductions or a labor organization that receives payment in violation of the requirements of this section is liable to the public employee for actual damages in an amount not to exceed the amount of the unauthorized deductions.