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

|                                 |                                           |
|---------------------------------|-------------------------------------------|
|                                 | ) Case No.                                |
| SERVICE EMPLOYEES               | )                                         |
| INTERNATIONAL UNION LOCAL 49,   | ) COMPLAINT                               |
|                                 | )                                         |
| Plaintiff,                      | ) Violation of Oregon Labor Contractors   |
|                                 | ) Requirements Act - ORS 658.410 et seq.  |
| v.                              | )                                         |
|                                 | ) Filing fee pursuant to ORS 21.135(2)(f) |
| EXPRESSO BUILDING SERVICES, LLC | )                                         |
|                                 | ) (Claims not subject to mandatory        |
| Defendant.                      | ) arbitration)                            |
|                                 | )                                         |
|                                 | )                                         |
|                                 | ) Jury Trial Demanded                     |

Plaintiff Service Employees International Union Local 49 (“SEIU Local 49”) brings this declaratory judgment action seeking a declaration of rights and responsibilities of the parties and to enjoin Defendant Espresso Building Services (“Espresso”) from committing future violations as an unlicensed property services contractor.

**I. PARTIES**

1. At all times material to this claim Defendant Espresso was a limited liability company with its principal place of business in Tualatin, Oregon doing business in Oregon.
2. Defendant Espresso is a property services contractor as defined by ORS 658.405.

- 1 3. Defendant Expresso pays, recruits, solicits, supplies or employs approximately five-  
2 hundred and twenty (520) workers to perform services for another person that include  
3 janitorial services.
- 4 4. Plaintiff SEIU Local 49 is a labor union with its principal place of business in  
5 Portland, Oregon.
- 6 5. Plaintiff SEIU Local 49 represents members who perform contract janitorial services  
7 in privately owned commercial real estate.
- 8 6. There is an actual, existing, and justiciable controversy between Plaintiff and  
9 Defendant as to whether a contractor's failure to obtain a property services labor  
10 contractor license and failure to notify workers of certain statutory rights violate  
11 Oregon law. ORS 658.475 provides that any person may bring an action in Circuit  
12 Court to enjoin an unlicensed property services contractor from committing future  
13 violations. Defendant Expresso's failure to register and notify and execute  
14 agreements with workers of their statutory rights has diverted SEIU's organizational  
15 resources to identify and counteract the violations, and it has frustrated SEIU's  
16 mission.

17 **II. FACTUAL ALLEGATIONS**

- 18 7. During the period January 1, 2018 until approximately June 30, 2019, Defendant  
19 Expresso operated without a valid license issued to it by the Bureau of Labor and  
20 Industries ("BOLI") in violation of ORS 658.410(1).
- 21 8. On or around April 19, 2019, BOLI launched an investigation into whether Expresso  
22 was operating as an unlicensed contractor.
- 23 9. On or around May 2, 2019, BOLI notified Expresso of its obligation to be licensed as  
24

1 a property services contractor pursuant to ORS 658.410(1).

2 10. On or around May 14, 2019, Espresso applied for a property services contractor  
3 license. On information and belief, contract janitors employed by Espresso as of May  
4 14, 2019 provided janitorial services without the rights and protections entitled to  
5 them under ORS 858.440(f) and (g).

6 11. On or around June 30, 2019, the Bureau of Labor and Industries licensed Espresso.

7 12. Espresso has failed to provide a written statement and execute an agreement with  
8 each janitorial worker describing their terms and conditions of employment as  
9 described in 658.440(f) and (g).

10 13. Espresso's failure to apply for a license pursuant to ORS 658.410(1) and its failure to  
11 afford janitorial workers the rights and protections of ORS 658.440(f) and (g) forms  
12 the basis of this action.

13 **FIRST CLAIM FOR RELIEF**  
14 **(Violation of ORS 658.410)**

15 14. Plaintiff incorporates the allegations contained in the above paragraphs as if fully set  
16 forth herein.

17 15. Defendant acted as a labor contractor without a valid license, which violates ORS  
18 658.410.

19 16. Pursuant to ORS 658.475, Plaintiff is entitled to recover actual prevailing party costs  
20 and disbursements, reasonable attorney fees, and statutory or actual damages.

21 **SECOND CLAIM FOR RELIEF**  
22 **(Violation of ORS 658.440)**

23 17. Plaintiff incorporates the allegations contained in the above paragraphs as if fully set  
24 forth herein.

1 18. Defendant failed to furnish each worker at the time of their hiring, recruiting,  
2 soliciting or supplying, whichever came first, a written statement in English or the  
3 language used to communication with workers that provides a description of the  
4 itemized list of information contained in ORS 658.440(f) and (g).

5 19. Pursuant to ORS 658.475, Plaintiff is entitled to recover actual prevailing party costs  
6 and disbursements, and reasonable attorney fees.

7  
8 **PRAYER**

9 WHEREFORE, Plaintiff prays for judgment from Defendant as follows:

10 A. Declaratory Relief: The Court should declare the respective rights and legal relations  
11 of the parties, and in so doing, declare that the parties are bound as follows: Expresso  
12 has authority to provide janitorial services only if it is licensed pursuant to  
13 685.410(1).

14 B. Declaratory Relief: The Court should declare that Expresso must provide a written  
15 statement and execute an agreement with each janitorial worker describing their terms  
16 and conditions of employment that complies with the requirements of 658.440(f) and  
17 (g).

18 C. Injunctive Relief: Expresso should be enjoined from acting as a property services  
19 contractor and performing or contracting for janitorial services if it operates without a  
20 license in the future.

21 D. Injunctive Relief: Pursuant to ORS 658.440(f), Expresso should be enjoined from  
22 acting as a property services contractor and performing or sub-contracting for  
23 janitorial services if it fails to furnish to each current employee and any subsequently  
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1 hired, recruited, solicited or supplied worker a written statement in English and other  
2 languages used by the property services contractor to communicate with workers,  
3 including but not limited to Spanish, that contains a description of:

- 4 i. The method of computing the rate of compensation.
- 5 ii. The terms and conditions of any bonus offered, including the manner of  
6 determining when the bonus is earned.
- 7 iii. The terms and conditions of any loan made to the worker.
- 8 iv. The conditions of any housing, health and childcare services to be provided.
- 9 v. The terms and conditions of employment, including the approximate length of  
10 season or period of employment and the approximate starting and ending dates  
11 thereof.
- 12 vi. The terms and conditions under which the worker is furnished clothing or  
13 equipment.
- 14 vii. The name and address of the owner of all operations where the worker will be  
15 working as a result of being hired, recruited, solicited, supplied or employed by the  
16 property services contractor.
- 17 viii. The existence of a labor dispute at the worksite.
- 18 ix. The worker's rights and remedies under ORS chapters 654 and 656, ORS 658.405  
19 to 658.503, the Service Contract Act (41 U.S.C. 351-401) and any other such law  
20 specified by the Commissioner of the Bureau of Labor and Industries, in plain and  
21 simple language in a form specified by the commissioner.

22 E. Injunctive Relief: Pursuant to ORS 658.440(g), the Court should order Expresso to  
23 execute a written agreement with all applicable janitorial workers containing the  
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terms and conditions described in the above paragraph D.in English, Spanish, and any other language used by the property services contractor to communicate with workers. Espresso should be enjoined from acting as a property services contractor and performing or sub-contracting for janitorial services as long as it fails to execute such written agreements.

- F. Damages: SEIU Local 49 should recover \$2,000 or actual damages, whichever is greater, pursuant to ORS 658.475.
- G. Reasonable attorney fees, costs and disbursements, pursuant to ORS 658.475.
- H. Any other equitable relief this Court deems just and proper.

Dated this 20<sup>th</sup> day of September, 2019.

**Albies & Stark**  
s/ Whitney Stark  
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