

FEDERAL LEGAL UPDATES

LEGISLATION, REGULATIONS & NOTABLE CASES

U.S. SUPREME COURT CASES

Flowers Foods, Inc. v. Brock, 608 U.S. ____, 146 S. Ct. 1358 (2026)

CASE BACKGROUND

Independent distributor of baked goods brought a claim against Flowers Foods for violations of the Fair Labor Standards Act (FLSA) and state law for misclassifying employees as independent contractors and failing to pay overtime and other wages. Flowers Foods sought to compel arbitration of the claims based on a distribution agreement signed by the distributor and Flowers Foods in which they agreed to arbitrate claims. The distributor argued that the Federal Arbitration Act's (FAA) exemption for workers engaged in "interstate commerce" limited the courts ability to compel arbitration. The district court accepted the argument and the Tenth Circuit affirmed.

HOLDING

The U.S. Supreme Court found the interstate commerce exception to the Federal Arbitration Act applies to a worker who transports goods on an intrastate leg of an interstate trip. A worker cannot be compelled to arbitrate claims even if the individual does not cross state lines or interact with a vehicle that crosses state lines.

KEY TAKEAWAYS

- While federal policy favors arbitration, the Federal Arbitration Act exempts transportation workers, i.e., those engaged in interstate commerce and interstate may include intrastate commerce.
- With the third case in three years looking at this exemption, the Supreme Court has continued to interpret the transportation worker exemption expansively, thereby limiting when arbitration can be invoked for certain employees.



WRITTEN BY:

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***M & K Employee Solutions, LLC v. Trustees of IAM National Pension Fund*, 608 U.S. ____ , 146 S. Ct. 1224 (2026)**

CASE BACKGROUND

The Trustees of a Multiemployer Pension Fund brought an action to challenge a particular provision of the Employee Retirement Income Security Act (ERISA) related to the calculation of an employer's liability for withdrawing from an underfunded plan. Under ERISA, if an employer chooses to withdraw from a plan, it must pay a penalty for that early withdrawal to account for the value of the plan's unfunded vested benefits. The calculation of the penalty has a few variables that must be considered including "hard data" related to the number of beneficiaries and the value of the plan and then predictive data related to the future of the plan. One of the factors in the predictive data is the discount rate, i.e., the interest rate "used to discount future benefit payments to their present value." The question in the case before the U.S. Supreme Court was when the discount rate is set and could it be determined after the hard data was set.

HOLDING

The U.S. Supreme Court concluded that because actuaries conducting the analysis used the discount rate to make a predictive judgment about the plan's anticipated future performance, it was acceptable for the actuaries to use a rate that postdated the hard data measurement date.

KEY TAKEAWAYS

- When a multiemployer withdraws from a pension fund, it should be aware that actuaries will be afforded some flexibility in the predictive methods that they use to calculate an employer's liability.
- With just a half or one percent point change in the interest rate, the employer's liability may dramatically fluctuate.

***Jules v. Andre Balazs Props.*, 608 U.S. 200, 146 S. Ct. 1209 (2026)**

CASE BACKGROUND

Adrian Jules worked at the Chateau Marmont Hotel in Los Angeles from 2017 until March 2020, when the hotel ended his employment, citing staffing issues related to the COVID-19 pandemic. Jules sued in federal district court in New York, alleging that his employer discriminated against him in violation of federal and state law. Before starting work, Jules had signed an agreement requiring arbitration of any dispute related to his employment. His employer moved to stay the federal case pending arbitration under the FAA. The district court held that the agreement covered Jules's claims and stayed the case.

At arbitration, the arbitrator ruled against Jules on every claim and awarded the employer approximately \$34,500 in sanctions for misconduct by Jules and his attorney, including Jules's refusal to participate in the hearing on his own claims. Back in the same district court, the employer moved to confirm the award under Section 9 of the Act and Jules cross-moved to vacate it arguing that the court no longer had jurisdiction. The district court confirmed the award, and the Second Circuit affirmed.

HOLDING

The Supreme Court unanimously affirmed, holding that a federal court that has stayed claims under Section 3 retains jurisdiction to confirm or vacate the resulting arbitration award. The district court had original jurisdiction over Jules's federal claims under 28 U.S.C. § 1331. That jurisdiction allowed the court to decide arbitrability and nothing in the FAA eliminated jurisdiction while the parties arbitrated.

The Court also relied on the FAA's structure. A stay pending arbitration exists so that a court can monitor the arbitration to its end, including through confirmation or vacatur.

KEY TAKEAWAYS

Employers who arbitrate employment disputes may choose to seek a stay when moving to compel arbitration of a case filed in federal court. An employer is entitled to a stay and, provided that the court has jurisdiction over the underlying complaint, the federal court should retain jurisdiction over the arbitration through the end of the proceeding.

NINTH CIRCUIT COURT OF APPEALS CASES

Caldrone v. Circle K Stores, Inc., 156 F.4th 952 (9th Cir. 2025)

CASE BACKGROUND

Three long-tenured Circle K managers (ages 54, 55, and 56), each with strong reviews and a stated interest in promotion, were passed over for a regional-director opening that went to a 45-year-old colleague. Circle K had a practice of posting regional-director openings and soliciting applications internally, which it did not follow here.

Circle K leaders had also made age-related remarks about the plaintiffs, including telling one of the plaintiff that they were "out of touch" and "too old for this business." The plaintiffs also offered evidence that leadership wanted only "younger people with MBAs" and encouraged older employees to retire.

The plaintiffs sued under the federal Age Discrimination in Employment Act (ADEA) and California's Fair Employment and Housing Act (FEHA), claiming they were denied the chance to apply for and secure the promotion because of their age. The district court granted Circle K summary judgment, reasoning that the plaintiff's never applied for the position, and that a 9-year age gap was too small to raise an inference of discrimination. The Ninth Circuit reversed and remanded.

HOLDING

- **No-application is not fatal where the employer never solicited one.** When an employer's process gives no notice of an opening and requires no application, an employee's failure to apply is immaterial—the ADEA doesn't require any particular promotion process, and a plaintiff with no way to apply still satisfies the qualification element.
- **A sub-10-year age gap is not a safe harbor.** While gaps under 10 years are presumptively insubstantial, that presumption can be overcome by evidence the employer treated age as significant—here, ageist remarks, a stated preference for younger candidates, and encouragement of older employees to retire.

- **Ageist comments plus an unexplained break from past practice can show pretext.** Even though Circle K's stated reasons were facially legitimate, the combination of ageist remarks, the selectee's weaker performance record, and the unexplained departure from Circle K's normal posting practice was enough to send the case to a jury.

KEY TAKEAWAYS

For employers, the decision underscores the value of a transparent and consistent promotion process. Filling an opening informally may make it harder to rely on an employee's failure to apply, particularly when the employer ordinarily posts vacancies. Age-related comments can add to that risk even when the candidates are relatively close in age. If an employer departs from its usual process, it should have a clear, contemporaneous business explanation for doing so.

***Hollis v. R&R Restaurants, Inc.*, 159 F.4th 677 (9th Cir. 2025)**

CASE BACKGROUND

Zoe Hollis danced at Sassy's, a Portland strip club, three to five times a week from June 2017 to March 2019 under a contract purporting to designate dancers as independent contractors. In June 2021, Hollis filed a collective action complaint under the FLSA against the club's operator and two owner-managers, alleging, among other claims, that Sassy's misclassified its dancers as independent contractors to avoid paying minimum wage and overtime.

Hollis had also performed twice at a weekly show hosted by a separate club called Dante's and had been scheduled for a third performance. Three weeks after Hollis filed suit, Frank Faillace, a partner and manager of both Sassy's and Dante's, emailed Hollis to cancel that performance and bar future bookings. The email explicitly stated: because the lawsuit concerned "the claim of being an employee versus an independent contractor," allowing Hollis to perform at Dante's as an independent contractor put one of Faillace's businesses "at risk for a lawsuit." Hollis amended the complaint to add a claim for FLSA retaliation.

The district court granted summary judgment to the defendants, holding that the wage claims were barred by the statute of limitations and that the retaliation claim failed as a matter of law.

HOLDING

The Ninth Circuit reversed. The FLSA requires an underlying employment relationship, but that relationship need not run to the retaliator. Section 215(a)(3) makes it unlawful for "any person" to discharge or "in any other manner discriminate against any employee" for filing an FLSA complaint, and Section 203(d) defines "employer" to include "any person acting directly or indirectly in the interest of an employer in relation to an employee." Reading those provisions together, the Court of Appeals held that "[t]he defendant in an FLSA retaliation action need not be the actual employer and the plaintiff need not have

been employed by the actual employer when the retaliation occurred.” Indirect action in the interest of the plaintiff’s employer will satisfy this element. Here, Faillace’s email met that standard. By cancelling the booking because of the Sassy’s lawsuit, Faillace made “an indirect effort to minimize any liability of Sassy’s as well as Dante’s.”

The court rejected two additional defenses. First, it rejected the contention that Hollis’s time-barred misclassification claim defeated the retaliation claim. Hollis must still establish an employment relationship with Sassy’s, but need not prevail on, or even timely bring, the underlying misclassification claim to do so, because the FLSA protects the mere act of filing a complaint. Second, the court rejected the argument that cancelling the booking was a legitimate business decision. The court noted that legitimate, nonretaliatory reasons “usually include the employee’s performance or the needs of the business,” and permitting employers to justify adverse action as an effort to cap their own liability “would severely weaken the statutory protection.”

KEY TAKEAWAYS

Hollis substantially widens the field of potential FLSA retaliation claims. Liability no longer depends on the retaliator being the complaining worker’s direct employer, though the plaintiff must still have an employment relationship with the subject of the complaint. Employers should ensure that anyone with authority to change working conditions understands that taking an adverse action against someone who has sued an affiliate may be actionable.

***Avery v. TEKsystems, Inc.*, 165 F.4th 1219 (9th Cir. 2026)**

CASE BACKGROUND

Tek Systems sought to expand its mandatory arbitration program in response to a wage and hour class action filed by some of its employees. In the middle of the court’s consideration whether or not to approve the class certification, TEK sent an announcement to potential class members that it was rolling out the arbitration agreement with an explanation of its benefits. It also sent a second email allowing employees to opt out of the arbitration agreement. These communications to potential class employees—in the middle of the class certification process—arguably were confusing to employees. After the court approved the class, TEK then moved to compel arbitration related to the new agreements.

HOLDING

The Ninth Circuit upheld the district court’s decision to decline enforcing the arbitration agreement. The court found that TEK’s actions undermined the procedure in class action cases to “opt-out” of a class with its communications related to the arbitration agreement.

KEY TAKEAWAYS

- An employer should tread lightly when communicating with employees or offering an agreement with a mandatory arbitration clause when a current class action case is pending, even if the class has not been certified.

- There are limitations on how an employer may communicate with potential members of a class and offering/mandating an agreement to arbitration will be closely scrutinized.

***Ctr. For Investigative Reporting v. U.S. Dept. of Labor*, 145 F.4th 1211 (9th Cir. 2025)**

CASE BACKGROUND

The U.S. Department of Labor previously required most federal contractors with fifty or more employees to file annual reports describing the composition of their workforces, to monitor compliance with federal anti-discrimination laws and equal employment opportunity requirements.

The Center for Investigative Reporting submitted Freedom of Information Act (FOIA) requests for the reports filed between 2016 and 2020, and, when the Department of Labor complied only in part, sued to compel disclosure. The district court ordered disclosure of the information over objection of some of the contractors, reasoning that the information lacked commercial value and its release would not competitively harm the contractors. The Department appealed.

HOLDING

The Ninth Circuit affirmed because the workforce data did not disclose any details about the services provided by federal contractors, the prices charged for those services, the resulting profits, the terms of the contractors' agreements with the government, or any similar information.

Whether information is commercial turns only on whether it serves a commercial function or is of a commercial nature; that disclosure "might cause commercial repercussions" is neither necessary nor sufficient.

KEY TAKEAWAYS

Federal contractors in the Ninth Circuit should assume that workforce composition data will become public. Federal contractors may benefit from reviewing their filings and proactively developing public statements addressing the data therein. An entity seeking to establish protected "commercial" data should be prepared to show that the record itself is bought and sold or that it directly describes traditional commercial elements (e.g., pricing, cost structure, customer terms, or profit).

***Nwauzor v. GEO Grp., Inc.*, 127 F.4th 750 (9th Cir. 2025)**

CASE BACKGROUND

GEO Group, Inc. has operated the Northwest ICE Processing Center in Tacoma, Washington since 2005 under contract with U.S. Immigration and Customs Enforcement (ICE). The facility holds immigration detainees awaiting administrative review.

The GEO Group operated a Voluntary Work Program wherein detainees prepared meals, cleaned, and did maintenance tasks. The GEO Group created the job roles, set schedules,

supervised the workers, and managed payroll. Participation in the program usually paid \$1 per day, and up to \$5 per day. The GEO Group estimated that ending the program would require hiring roughly 85 additional full-time employees.

In 2017, a class of detained workers and the State of Washington each sued the GEO Group for violating Washington's Minimum Wage Act (MWA). A jury awarded the class \$17,287,063.05 in back pay. After a bench trial, the court awarded the State \$5,950,340 in unjust enrichment and enjoined the program absent payment of minimum wage.

HOLDING

The Ninth Circuit affirmed in full:

- **The MWA does not directly regulate the federal government.** A state law is unconstitutional as direct regulation only if it controls federal operations, not merely if it raises the federal government's costs. Here, the federal government does not operate the facility or run the work program. Accordingly, the MWA imposed requirements on the contractor, not the federal government.
- **The MWA does not discriminate against the federal government.** The MWA does not treat private facilities under federal contract differently from private facilities under state contract. The MWA applies to detained workers in private detention facilities regardless of whether the private entity that operates the facility contracts with the state or federal government.
- **The contractor has no derivative sovereign immunity.** Sovereign immunity protects a contractor only where the government specifically authorized the conduct at issue. The GEO Group's contract required compliance with "all applicable federal, state, and local laws and standards," including "labor laws and codes." Accordingly, the GEO Group was not exempt from complying with minimum wage laws.

KEY TAKEAWAYS

Nwauzor confirms that generally applicable state wage-and-hour law reaches private companies operating federal facilities in the Ninth Circuit, and exposure can be substantial. For example, as here, a class damages award may not foreclose equitable relief to the State, meaning an entity can face multiple awards for the same conduct.

Subsequent Developments: The decision has drawn significant judicial disagreement. The GEO Group has filed a petition for certiorari (No. 25-828) in which the Supreme Court has invited briefing from the Solicitor General. The petition remains pending as of this publication.

DISTRICT OF OREGON CASES

***McDaniel v. United States Bakery*, No. 3:24-CV-01731-AN, 2025 WL 2778365 (D. Or. Sept. 29, 2025)**

CASE BACKGROUND & HOLDING

Plaintiff—a member of the Teamsters Union—injured himself while working, filed a worker's compensation claim, and received medical care. When his employer did not pay for his care, he filed a complaint with the Oregon Workers Compensation Division. He returned

to work and sought different positions due to his injury but was not considered for a new position. He then filed a complaint with the Equal Employment Opportunity Commission and a grievance for a violation of the Collective Bargaining Agreement (CBA). After a demotion, pay cut, suspension, and, finally, termination, the employee filed another grievance under the CBA as well as a BOLI complaint and brought an action in state court for retaliation failure to accommodate. The employer removed the case to federal court claiming Section 301 of the Labor Management Relations Act preempted the claims and there was federal court jurisdiction. The court found that Section 301 did not preempt any of the claims and that the case should be properly remanded to state court.

KEY TAKEAWAYS

- When an employee is a member of a union and subject to a CBA, there is a potential argument under Section 301 that state law claims alleged in a case may be preempted.
- Courts will undertake an analysis highly dependent on the facts as they are presented in the complaint. If the facts involve a right conferred by state law (and not the CBA) and if the right can be resolved by looking at (but not interpreting) the CBA, there is no preemption.

***Xu v. LightSmyth Techs., Inc.*, No. 6:20-CV-01201-MC, 2025 WL 2770511 (D. Or. Sept. 25, 2025)**

CASE BACKGROUND & HOLDING

Employee of a manufacturing company with a documented history of challenging relationships with coworkers brought claims for discrimination after she voluntarily resigned while on unpaid leave caring for her terminally ill sister. The court had previously granted summary judgment to the employer, but the Ninth Circuit remanded on one claim for the court to analyze in light of a recent U.S. Supreme Court case, *Muldrow v. City of St. Louis*, 601 U.S. 346 (2024) that established a standard for assessing whether an action is an “adverse employment action” that gives rise to Title VII discrimination. In *Muldrow*, the Supreme Court altered the standard for demonstrating an adverse employment action establishing that a plaintiff need not show significant, serious, or substantial harm, but only must show that an employer’s action caused “some harm respecting an identifiable term or condition of employment,” i.e., the action left the employee worse off. The employee tried to aggregate a series of events, some related to her protected characteristics and some related to disability but was unable to connect the sum of the incidents to the claim or discrimination or show that they were an adverse action. The court analyzed a retaliation claim that has a higher “materially adverse” standard to find that the acts did not cause significant harm to the employee. The court granted summary judgment again.

KEY TAKEAWAYS

- When analyzing facts under *Muldrow* in a Title VII claim (and Oregon whistleblower claims), although the standard is now lower (and more beneficial for employees) an employee cannot simply aggregate a series of trivial acts that on their own do not rise to the level of an adverse action, and an employee must show that the employer's actions made them worse off **based on** a protected characteristic.
- The higher "significant harm" standard remains to analyze both federal and state claims for retaliation.

***Saechao v. Bridgetown Nat. Foods, LLC*, No. 3:25-CV-1336-SI, 2025 WL 4679335 (D. Or. Oct. 6, 2025)**

CASE BACKGROUND & HOLDING

Employee injured in an industrial accident whose thumb was amputated while he and coworkers tried to reassemble a pumping machine brought an action in state court both against his employer (an Oregon resident) and the manufacturer of the pumping machine (a Minnesota corporation). The manufacturer removed the case to federal court and the employee tried to remand the case back to state court. The manufacturer argued that the employee had included his employer as a defendant either fraudulently or improperly to destroy federal jurisdiction. The court analyzed an exception under Workers' Compensation Law that allows a case to be brought against an employer that has a specific intent to injure and employee, finding that this requirement is not merely carelessness or negligence but must be a specific, deliberate intent and is limited to the most egregious case which was not present in the case. The court denied the motion to remand.

KEY TAKEAWAYS

- The standard for an exception to the Workers Compensation Statute to determine whether an employer had a "deliberate intention" to produce injury or death is a high bar. Mere negligence is insufficient, even if it is gross negligence.
- An employee must show specific, deliberate, directed intent to injure. Courts will favor a conclusion that the exclusive remedy of workers' compensation applies.

***Francisco v. Valencia*, No. 1:24-CV-00332-CL, 2025 WL 4111112 (D. Or. Nov. 13, 2025)**

CASE BACKGROUND & HOLDING

Two farmworkers hired to cultivate and trim marijuana on an unlicensed Oregon ranch sued for unpaid wages under the FLSA and Oregon law. The defendants argued, among other things, that the workers' claims should fail because the underlying cannabis enterprise was allegedly unlawful under federal law. The court recommended denying the motion, holding that the workers may enforce their statutory wage protections

notwithstanding the operation's illegality and their own lack of marijuana-handler permits. The employees' status turns on the FLSA economic realities test rather than the validity of the employment contract. The court reasoned that denying FLSA protection would only encourage employers to engage in illegal markets where they are subject to fewer requirements.

KEY TAKEAWAYS

- Operating in a legally gray or federally illegal industry (e.g., cannabis) does not shield an employer from wage-and-hour liability.
- Courts are likely to focus on protecting workers and enforcing labor statutes rather than allowing alleged regulatory violations to serve as a defense for unpaid wage claims.

All. for Tribal Clean Energy v. 7Skyline, LLC, No. 3:24-CV-01818-JR, 2025 WL 2781756 (D. Or. Sept. 16, 2025)

CASE BACKGROUND & HOLDING

The Alliance for Tribal Clean Energy hired David Harper and Jennifer Rouda in mid-2023 and gave them access to donor lists, donor contacts, and internal Tribal engagement notes kept on a password-protected, cloud-based drive. After learning of their alleged self-dealing, the Alliance's CEO told Harper and Rouda that it was in all parties' interest to end the employment relationship; they resigned three days later. The Alliance alleged that, after submitting their resignations, Harper and Rouda copied and used trade secrets to build their own firm, 7Skyline, LLC; solicited employees; approached the Alliance's donors and Tribal partners; and told third parties that the Alliance was mismanaging funds and that its CEO had no Native ancestry. The Alliance alleged that a donor rescinded a \$400,000 grant award as a result of the defendants' interference. The defendants moved to dismiss under the federal Defend Trade Secrets Act and the Oregon Uniform Trade Secrets Act (OUTSA) and filed a special motion to strike. The court denied the defendants' motions, holding that OUTSA did not displace the interference and loyalty claims, which rested on defamation and employee solicitation, and it denied the special motion to strike because statements about an individual's ancestry made privately to a small audience were not shown to concern a public issue or to have been made in a public forum.

KEY TAKEAWAYS

The trade secret holdings are reassuring for employers: a password-protected drive paired with a written confidentiality policy sufficed to allege reasonable secrecy measures. Relationship-based information, such as donor or customer lists, is far more likely to be protectable where the employer can show it was compiled over time and at significant expense. Practically, given that the alleged information theft occurred after notice of termination and before the final date of employment, employers separating an employee suspected of disloyalty may be served by terminating system access at the time of notice, provided that complies with the terms of the separation agreement.

***Maeve v. Centennial Sch. Dist. No. 28J*, No. 3:24-CV-01427-SB, 2025 WL 3564217 (D. Or. Dec. 12, 2025)**

CASE BACKGROUND & HOLDING

Maeve, a transgender high school teacher, sued her school district for wrongful discharge and for violations of Title VII, ADA Title I, the FMLA, and Oregon law. The complaint alleged a pattern of harassment, adverse treatment, and retaliation following her gender transition and requests for workplace protections. The district moved to partially dismiss her second amended complaint under Rule 12(b)(6). The court denied the motion in full. The court concluded that the plaintiff alleged sufficient facts which, if proven, could support claims for discrimination, retaliation, wrongful discharge, and statutory violations. At the motion-to-dismiss stage, the court was required to accept the well-pleaded allegations as true and draw reasonable inferences in the plaintiff's favor.

KEY TAKEAWAY

Detailed factual complaints linking a protected characteristic or protected activity to adverse treatment are difficult to dismiss early. Employers should expect such claims to reach discovery rather than being resolved on the pleadings.

***Bragg v. Kingery*, No. 6:25-CV-1430-MC, 2025 WL 3719669 (D. Or. Dec. 23, 2025)**

CASE BACKGROUND & HOLDING

Jennifer Bragg served as City Administrator of Yoncalla, Oregon from March 2022 until May 2025. While in that role, she reported the criminal conduct of Marvin Akins, one of Bragg's subordinates, to law enforcement; Akins later pleaded no contest to several crimes. At a City Council meeting on July 8, 2025, roughly two months after Bragg left City employment and about three years after her report, Mayor Paulene Kingery, whom Bragg alleged was an ally of Akins, accused her of receiving an illegitimate payout of approximately \$10,000. Bragg alleged the accusation was false. Bragg sued the City and the mayor for First Amendment retaliation under 42 U.S.C. § 1983, together with state law claims. The court granted the motion to dismiss without leave to amend on three independent grounds. First, Bragg did not engage in protected conduct. Under *Garcetti v. Ceballos*, public employees who make statements pursuant to their official duties are not speaking as citizens for First Amendment purposes, and the court concluded that "[o]verseeing the conduct of employees and taking appropriate action is plainly within the official duties of a supervisor." Second, Bragg suffered no adverse employment action, which "materially affects the compensation, terms, conditions or privileges of employment." Because the mayor's statements postdated Bragg's employment, they "straightforwardly could not have" affected employment "that was at that point already finished." Third, the roughly three-year gap between the report and the meeting did not support an inference that the protected conduct motivated the Mayor's alleged retaliation.

KEY TAKEAWAYS

Bragg holds that a public employer's post-employment conduct, even a false and reputationally damaging public accusation, generally cannot support a First Amendment retaliation claim, because the framework governing public employee speech requires an action affecting the terms and conditions of an existing employment relationship. Furthermore, a supervisor who reports a subordinate's misconduct is ordinarily speaking pursuant to official duties, and even reporting outside the chain of command or acting on personal conviction may not transform an employee's speech into protected citizen speech.

***Jackson v. City of Yachats*, No. 6:23-CV-00690-AP, 2025 WL 3524372 (D. Or. Dec. 9, 2025)**

CASE BACKGROUND & HOLDING

Kimmie Jackson, a longtime employee of the City of Yachats and its only Black employee, sued the city for race discrimination, disability discrimination, and retaliation, alleging a pattern of discriminatory treatment, unequal opportunities, and retaliation for protected complaints. The city moved for summary judgment, arguing that the claims were barred by the Oregon Workers' Compensation Act, the Oregon Tort Claims Act, the statute of limitations, and Jackson's inability to establish a *prima facie* case. The court granted the motion for most of the claims but allowed two to proceed: (1) that she was passed over for the interim city manager role in favor of less-experienced white appointees (race discrimination) and (2) that nearly all of her job duties were removed shortly after she filed BOLI and workers'-compensation complaints (retaliation). Those claims survived summary judgment because the record contained sufficient evidence to create genuine disputes of material fact.

KEY TAKEAWAYS

Summary judgment may be inappropriate where the record contains evidence from which a reasonable jury could infer discriminatory or retaliatory treatment. Employers should ensure that employment decisions are well documented, consistently applied, and supported by legitimate, nondiscriminatory reasons to minimize the risk of such claims surviving summary judgment.

Disclaimer: This summary is not legal advice and is based upon current statutes, regulations, and related guidance that is subject to change, with or without notice. It is provided solely for informational and educational purposes and does not fully address the complexity of the issues or steps employers must take under applicable laws. For legal advice on these or related issues, please consult qualified legal counsel directly.