

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

Wade Nkrumah,

Plaintiff,

v.

City of Portland,

Defendant.

Case No. **0907-09873**

**COMPLAINT**

(Wrongful Discharge, Defamation,  
Invasion of Privacy by False Light, and  
Unpaid Wages)

JURY TRIAL DEMANDED

CLAIM NOT SUBJECT TO MANDATORY  
ARBITRATION

1.

Plaintiff Wade Nkrumah ("Nkrumah") is an individual residing in Multnomah County, Oregon.

2.

Defendant City of Portland ("City") is a municipal corporation of the State of Oregon and a public body within the meaning of ORS 30.265. Nkrumah filed a formal notice of tort claim which was served on the City on May 14, 2009.

3.

At all times material, Sam Adams ("Adams") has been a City Commissioner and, since January 1, 2009, the Mayor of the City of Portland.

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4.

The City's Code of Ethics confirms that an open government allows citizens to make informed judgments and to hold officials accountable. (Code of Ethics § 1.03.040). Untrue statements and deliberate deception constitute unethical conduct under the City's Code of Ethics. (Code of Ethics § 1.03.040(3)). As an elected official, Adams had an obligation under the City's Code of Ethics to treat the office of Mayor as a public trust. (Code of City of Portland, Oregon, Code of Ethics ("Code of Ethics") § 1.03.020). Adams was required to use the City's powers and resources for the benefit of the public rather than for Adams' personal benefit. (Code of Ethics § 1.03.020A). Adams was further required to avoid even the appearance of impropriety. (Code of Ethics § 1.03.020B). Adams' conduct as described in further detail below failed to comply with the City's Code of Ethics and violated the public trust.

5.

Beginning in September of 2007, Adams began a pattern of lying to the electorate about his relationship with a teenager, Beau Breedlove ("Breedlove"). Breedlove was 17 years of age when Adams, then 42 years old and a City Commissioner, and Breedlove first met in 2005. When allegations about his sexual relationship with Breedlove first became public prior to the mayoral election, Adams attacked these revelations as "sleazy misrepresentations" and issued public statements categorically denying Adams had ever engaged in a sexual relationship with Breedlove. Adams stated their relationship was strictly a professional, mentoring relationship.

6.

Adams had in fact engaged in sexual relations with Breedlove in Adams' home during early July, 2005, just weeks after Breedlove turned 18 years of age on June 25, 2005. The sexual relationship with Breedlove continued for a few months during the summer of 2005.

1 7.

2 Adams knew that if the voting public learned of his sexual relationship with a teenager  
3 questions would have been raised about his character and judgment and he would not have been  
4 elected the City's Mayor. Adams falsely denied the relationship with Breedlove to deceive the  
5 electorate in order to be elected Mayor. Adams later admitted that, while Breedlove wanted to  
6 tell the truth, Adams was able to convince Breedlove to falsely deny any sexual relationship with  
7 Adams.  
8

9 8.

10 On November 2, 2008, plaintiff Nkrumah began working full time for Adams as his  
11 Director of Communications. In that capacity, Nkrumah attended work on a daily basis and  
12 traveled to San Francisco, California, as Adams' representative.  
13

14 9.

15 For two full months, November and December, 2008, Nkrumah was not paid for his  
16 services by the City as required by law. Nkrumah failed to receive any wages from the City until  
17 January 7, 2009, for the pay period beginning January 1, 2009.  
18

19 10.

20 Following his election to the Mayor's office, Adams continued his pattern of lying about  
21 his relationship with Breedlove. Adams deceived plaintiff Nkrumah, other members of Adams'  
22 staff, and the citizens of the City of Portland by repeatedly denying any association with  
23 Breedlove other than a mentoring relationship.  
24

25 11.

26 As Adams' Director of Communications, Nkrumah was required to communicate with  
media representatives on Adams' behalf. In that capacity, Nkrumah had to know the truth

1 concerning all contact with Breedlove so as not to mislead the public and to retain Nkrumah's  
2 own reputation as a forthright individual and media spokesperson.

3  
4 12.

5 In a meeting attended by Nkrumah with representatives of Willamette Week newspaper  
6 on January 15, 2009, Willamette Week advised Adams that it had discovered credible sources  
7 and other evidence which indicated that Adams had engaged in sexual relations with Breedlove.  
8 Nonetheless, during that meeting, Adams repeatedly denied any "sexual contact" or "sexual  
9 relationship of any kind" with Breedlove. This representation was knowingly and intentionally  
10 made by Adams and, unknown to Nkrumah, it was false.

11  
12 13.

13 Four days later, on January 19, 2009, Adams admitted to Willamette Week that he had  
14 previously lied to the newspaper about his sexual relationship with Breedlove. Later that same  
15 day, Adams for the first time informed Nkrumah that he had lied when denying a sexual  
16 relationship with Breedlove.

17  
18 14.

19 On January 22, 2009, Adams met with his staff in the home of his Chief of Staff, Tom  
20 Miller ("Miller"). At that time, Adams stated that he would candidly answer staff members'  
21 questions concerning his relationship with Breedlove. To make certain there was no  
22 inappropriate contact by Adams while Breedlove was a minor, Nkrumah asked Adams if there  
23 had ever been any "flirting" or "touching" that occurred before Breedlove turned 18 years of age.  
24 Adams answered Nkrumah's question with an unequivocal "no." In fact, Adams had initiated  
25 over 30 telephone calls and exchanged many text messages with Breedlove while Breedlove was  
26

1 17 which Adams later admitted included flirtation. Breedlove indicated kissing also had occurred  
2 while he was 17 years old.

3 15.

4 Just prior to a criminal investigation by the Oregon Attorney General into Adams'  
5 relationship with Breedlove, on January 21, 2009, Breedlove agreed to Adams' request for a late  
6 night interview with one of Adams' lawyers and an investigator at between 10 p.m. and 11 p.m.  
7 Breedlove was not represented by a lawyer during this interview that was arranged by Adams.  
8

9 16.

10 Adams' lawyers prepared a statement the next day for Breedlove's signature stating that  
11 no kissing had occurred. Before executing the statement, Breedlove asked Adams' lawyers a  
12 "hypothetical question" concerning what the repercussions would be if Adams and Breedlove  
13 had kissed before he was 18 years old. Breedlove stated that Adams' attorneys responded that  
14 there were no legal ramifications to kissing. Breedlove then asked that he be permitted to take a  
15 break from the office meeting with Adams' lawyers.  
16

17 17.

18 During this break, Breedlove called Adams to discuss whether he should disclose 2 kisses  
19 that occurred while Breedlove was 17. Adams acknowledged the kissing incidents to Breedlove  
20 but said it was Breedlove's decision whether to disclose them to Adams' lawyers. Breedlove  
21 believed it was clear Adams did not want him to disclose the kisses. Either that day or the night  
22 before, after a telephone conversation discussing the kissing incidents, Adams sent a text  
23 message to Breedlove on a different subject to cover up the contents of their conversation about  
24 kissing.  
25  
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1 18.

2 In an effort to protect Adams, without having the statement reviewed by a lawyer of his  
3 own, Breedlove signed the statement prepared by Adams' lawyers that incorrectly stated there  
4 had been no kissing while Breedlove was 17. Two days later, after Breedlove consulted with a  
5 lawyer, Breedlove issued a statement affirming that he and Adams had in fact kissed on a lunch  
6 date while Breedlove was 17.  
7

8 19.

9 Breedlove again confirmed kissing with Adams on January 24, 2009 in an interview with  
10 The Oregonian newspaper. Breedlove stated that he and Adams had kissed twice while he was  
11 17, once while driving to the train station following a lunch date in Portland and on another  
12 occasion during a First Thursday art event while he was with Adams in a men's room in City  
13 Hall. The newspaper published Breedlove's statements concerning these kisses on January 25,  
14 2009.  
15

16 20.

17 Adams later admitted that he often gives a hug or a kiss on the cheek when greeting or  
18 saying goodbye to friends. However, Adams claimed he could not remember if this occurred  
19 following the lunch date while Breedlove was 17: "I don't remember, but if I did, it was not  
20 sexual contact." At that time, Adams' lawyer stated: "There is nothing that [Breedlove] has said  
21 that is inconsistent with what the mayor has said." "The mayor has said there was no sexual  
22 activity. Kissing is not sexual activity." Adams also stated that he could not remember whether  
23 he and Breedlove were in a City Hall men's room together, "maybe" they were, but Adams  
24 denied the passionate kiss described by Breedlove.  
25  
26

1 21.

2 Because Adams' persistent lies made working conditions intolerable as Adams'  
3 spokesperson, Nkrumah was forced to tender his resignation as Adams' Director of  
4 Communications on January 26, 2009.  
5

6 22.

7 Nkrumah specifically advised Adams at the time of his resignation that he could not  
8 continue to work for a public figure who lied. Nkrumah told Adams "the reason I am resigning  
9 is because of the lies." Nkrumah informed Adams that the incidents where Adams lied to him  
10 were the January 15, 2009 meeting in the Mayor's office with Willamette Week when he denied  
11 any sexual contact at any time with Breedlove, and the January 22, 2009 staff meeting in Miller's  
12 home where Adams stated that he did not flirt with or touch Breedlove while he was 17 years  
13 old.  
14

15 23.

16 During a meeting with Adams on January 26, 2009, Adams expressed concern about  
17 what Nkrumah would say publicly regarding the reason for his resignation. After discussions  
18 with Adams' Chief of Staff, the parties agreed that Nkrumah would respond to all inquiries  
19 concerning Nkrumah's departure as the Mayor's spokesperson with "no comment" and Miller  
20 would state on behalf of Adams that he does "not comment on personnel matters."  
21

22 24.

23 Following his resignation, Nkrumah was contacted by numerous members of the news  
24 media concerning the reason for his resignation. In accordance with their previous agreement,  
25 Nkrumah steadfastly responded "no comment."  
26

1 25.

2 However, Adams failed to abide by the agreement reached with Nkrumah. On Tuesday,  
3 January 27, 2009, to cover up Adams' persistent lying as the real reason for Nkrumah's  
4 resignation, Adams falsely stated to reporter Dan Tilkin of KATU-TV that Nkrumah had  
5 resigned because the job was "not what he signed up for in terms of stress."  
6

7 26.

8 When Nkrumah notified Adams of his need to resign, Adams had attempted to suggest  
9 that stress was the reason. However, Nkrumah had made it clear to Adams that "stress" was not  
10 an issue. Rather, it was Adams' lying as a public official that created intolerable working  
11 conditions. Adams' deception and continued issuance of false statements to the public made it  
12 impossible for Nkrumah to continue in good conscience as his spokesperson.  
13

14 27.

15 Adams breached the parties' agreement not to comment on Nkrumah's resignation by  
16 falsely stating that Nkrumah could not deal with the "stress" of his job as communications  
17 director. This demeaning statement concerning a veteran news media professional with over 20  
18 years of experience was repeated in numerous television broadcasts throughout the Northwest.  
19

20 28.

21 Adams' false statement about Nkrumah's inability to handle stress has caused Nkrumah  
22 substantial damage. This statement reflected poorly on Nkrumah's ability to engage in media  
23 relations. It further tended to demean Nkrumah's media skills under pressure, contrary to his  
24 proven abilities, and has negatively affected Nkrumah's ability to obtain new employment.  
25  
26

1                                   **First Claim for Relief**  
2                                   **(Wrongful Termination)**

3                                   29.

4           Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1  
5 through 28 set forth above.

6                                   30.

7           Adams' continued pattern of lying to the public and Nkrumah made Nkrumah's  
8 employment as the Mayor's communications director so intolerable that a reasonable person  
9 would have resigned.  
10

11                                  31.

12           Nkrumah's refusal to be a participant in Adams' continued misrepresentations to the  
13 public fulfilled an important public duty and societal obligation to treat the Mayor's office as a  
14 public trust. Requiring ethical behavior by elected officials and assuring the electorate receives  
15 communications free of false statements are compelling, high social values that are expressly  
16 incorporated into the City's Code of Ethics. The dissemination of truthful information to an  
17 informed electorate is one of the cornerstones of a democracy.  
18

19                                  32.

20           By reason of Adams' persistent violations of the public trust, defendant City is liable to  
21 Nkrumah for wrongful discharge from the City's employment.

22                                  33.

23           Nkrumah is entitled to not less than \$162,489.60, as economic damages for his wrongful  
24 discharge, or such amount as is proven at trial.  
25  
26

1                                   **Second Claim for Relief**  
2                                   **(Defamation)**

3                                   34.

4           Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1  
5 through 33 set forth above.

6                                   35.

7           The false statement made by Adams concerning Nkrumah not being able to withstand the  
8 “stress” of communications director tended to diminish the esteem, respect, good will, or  
9 confidence in which Nkrumah was held by media professionals and others. It further created  
10 derogatory feelings or opinions concerning Nkrumah’s professional abilities.  
11

12                                  36.

13           By reason of Adams’ defamatory statement, Nkrumah has suffered economic damages in  
14 the amount of \$162,489.60 and non-economic damages in an amount of not less than \$400,000,  
15 or such amounts as are proven at trial.  
16

17                                   **Third Claim for Relief**  
18                                   **(Invasion of Privacy-False Light)**

19                                  37.

20           Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1  
21 through 36 set forth above.  
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23                                  38.

24           Adams’ statements concerning Nkrumah placed Nkrumah before the public in a false  
25 light.  
26

1 39.

2 In view of the fact that a communications director must be able to handle the "stress" of  
3 media relations as a normal part of his or her duties, this false statement by Adams would be  
4 highly offensive to a reasonable person.  
5

6 40.

7 In making this statement, Adams had knowledge of or acted in reckless disregard of the  
8 falsity of this statement and the false light in which Nkrumah would be placed.  
9

10 41.

11 By reason of Adams' invasion of Nkrumah's privacy by placing Nkrumah in a false light,  
12 Nkrumah has suffered economic damages in the amount of \$162,489.60 and non-economic  
13 damages in an amount of not less than \$400,000, or such amounts as are proven at trial.  
14

15 **Fourth Claim for Relief**  
16 **(Unpaid Wages)**

17 42.

18 Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1  
19 through 41 set forth above.  
20

21 43.

22 Nkrumah was not paid wages for the time period November 2, 2008 through December  
23 31, 2008.  
24

25 44.

26 Under Oregon law, an employer must pay an employee for all wages due without demand

1 by the employee. Under ORS 652.140, all earned and unpaid wages at the time of termination  
2 by resignation become due and payable within five days or the next regular payday.

3  
4 45.

5 Nkrumah's last day of employment was January 26, 2009. Nkrumah did not receive his  
6 last paycheck until February 13, 2009.

7  
8 46.

9 On or about May 6, 2009, following several demands by his lawyer, the City paid  
10 Nkrumah 11 days' penalty wages for failing to timely pay his wages for January, 2009.  
11 However, the City failed to pay Nkrumah his reasonable attorney fees incurred in collecting  
12 penalty wages under ORS 652.200. Defendant City further failed to pay Nkrumah his wages for  
13 November and December, 2008 as required by law.

14  
15 47.

16 Nkrumah's regular rate of compensation was \$6,250 per month. Under ORS 652.150,  
17 the penalty for nonpayment of wages includes the continuation of the compensation for eight  
18 hours per day until paid (subject to a 30 day maximum penalty) together with reasonable  
19 attorney fees.

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21 48.

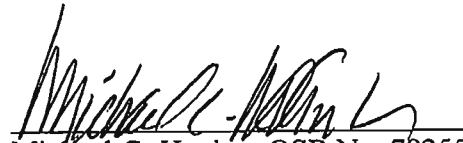
22 By reason of the City's failure to pay wages when due, Nkrumah is entitled to not less  
23 than \$18,750. This sum consists of wages for November and December, 2008 together with 30  
24 days' penalty wages. Pursuant to ORS 652.200, Nkrumah is entitled to his reasonable attorney  
25 fees and costs incurred in this proceeding.

26 ///

1 WHEREFORE, Plaintiff prays for judgment as follows:

- 2 (a) Pursuant to the First Claim for Relief, economic damages in the amount of  
3 \$162,489.60, or such sum as is proven at trial.
- 4 (b) Pursuant to the Second Claim for Relief, economic damages in the amount of  
5 \$162,489.60 and non-economic damages in the amount of \$400,000, or such sums as  
6 are proven at trial.
- 7 (c) Pursuant to the Third Claim for Relief, economic damages in the amount of  
8 \$162,489.60 and non-economic damages in the amount of \$400,000, or such sums as  
9 are proven at trial.
- 10 (d) Pursuant to the Fourth Claim for Relief, economic damages in the amount of \$18,750.
- 11 (e) Pursuant to ORS 652.200, for plaintiff's reasonable attorney fees and costs incurred  
12 herein.
- 13 (f) Plaintiff requests a trial by jury.
- 14 (g) For such other and further relief as this court deems just and equitable.
- 15
- 16
- 17

18 Dated this 20<sup>th</sup> day of July, 2009.

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