

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

NOEL THOMPSON , an individual) Case No.
)
Plaintiff,) COMPLAINT (Declaratory Relief, Breach of
) Fiduciary Duties, Breach of Contract, Wrongful
v.) Termination,)
)
CITYBIKES WORKERS' COOPERATIVE ,) (CLAIM NOT SUBJECT TO MANDATORY	
an Oregon employee cooperative; ROBERT) ARBITRATION)	
KAMZELSKI, CLAIRE NELSON, and)	
BRYCE HUTCHINSON , individuals.)	
) Filing Fee for Complaint: \$281.00
Defendants.) Authority: ORS 21.135(1) and (2)(f)
)
) Prayer: less than \$50,000.00
)
)
)

Plaintiff Noel Thompson ("Plaintiff") alleges:

1.

Defendant Citybikes Workers' Cooperative ("Citybikes") is an Oregon employee cooperative engaged in the business of bicycle repair and sales and related services (the "Business") within Multnomah County, Oregon. Citybikes was formed in early 1990 and has continually conducted the Business since.

2.

Citybikes' Articles of Incorporation is attached as Exhibit A (the "Articles"). The Articles remain in effect without amendment as of the date of this Complaint. Through the

Articles, Citybikes' elected to be an employee cooperative governed by the provisions of ORS 62.765 to 62.792. See Exhibit A at Article Four.

3.

The Bylaws of Citybikes adopted at or about the time of Citybikes' formation are attached as Exhibit B (the "Bylaws"). On information and belief, the Bylaws remain in effect without amendment as of the date of this Complaint.

4.

Plaintiff Noel Thompson ("Plaintiff") commenced employment with Citybikes in 1997. He became a member/director in 2000. Plaintiff was purportedly terminated as an employee and director during December 2023.

5.

Defendants Robert Kamzelski, Claire Nelson, and Bryce Hutchinson (collectively the "Individual Defendants") were the other employee/members of Citybikes at the time of Plaintiff's termination. On information, the Individual Defendants have served as the only employee/members of Citybikes since Plaintiff's termination.

6.

Including Plaintiff, there are fifty (50) former employee/members of Citybikes (collectively the "Former Members"). As required by the bylaws and Oregon law, Citybikes has recorded hours worked by each Former Member since Citybike's inception. Former Members account for approximately 330,000 hours, or about 85% of total hours, since Citybikes' inception. Plaintiff, by himself, accounts for approximately 8.75% of the total hours and the Individual Defendants combined account for approximately 6.25%.

///

1 7.

2 At the time of Plaintiff's termination, Citybikes owned real property located at 734 SE
3 Ankeny and 1914 SE Ankeny, Portland, Oregon. At the time, the properties were owned free
4 and clear save for a mortgage secured by 1914 Ankeny with an estimated balance of
5 approximately \$50,000.

6 8.

7
8 On or about July 1, 2024, Citybikes sold 734 Ankeny for \$1,000,000. A copy of the deed
9 is attached as Exhibit C. On information and belief, the mortgage against 1914 Ankeny was paid
10 in full. The net gain to Citybikes is estimated to be over \$500,000 after accounting for payment
11 of the mortgage, expenses of sale, and capital gains taxes.

12 9.

13 During March of 2022, the Individual Defendants notified Plaintiff of their desire to wind
14 up the business, liquidate the assets, and dissolve Citybikes. Plaintiff objected.

15 10.

16 At the time, the Individual Defendants asserted that, upon dissolution, only existing
17 member-directors receive net proceeds realized after winding-up. Under that position, net
18 proceeds from dissolution would be distributed pro rata among the Individual Defendants only,
19 and Former Members would receive no amount regardless of patronage (hours worked for
20 Citybikes) and contributions to the costs, expenses, and investments (including the Ankeny
21 properties).

22 11.

23
24 Plaintiff disagreed with Individual Defendants' interpretation of the Articles and Bylaws,
25 and asserts that any distributions upon dissolution or otherwise is determined pro rata based on
26

1 each present and former employee-managers patronage. All Members contributed and are
2 entitled to the proceeds of those assets in proportion to contributions.

3 12.

4 Rights upon the dissolution of Citybikes are provided and defined by the Articles and the
5 Cooperative Corporation Act provided by ORS Chapter 62, including the employee cooperative
6 provisions at ORS 62.765-.792 (the “Act”). The Bylaws may also provide guidance to the extent
7 not inconsistent with the Articles and the Act.
8

9 13.

10 Plaintiff seeks a declaration clarifying entitlement to distributions upon dissolution, or
11 otherwise, is distributed pro rata to all members, former and current, based on patronage.

12 14.

13 Individual Defendants and Plaintiff served as the sole employees/directors of Citybikes
14 from about March of 2022 to Plaintiff’s purported termination. During that period, Individual
15 Defendants did not meet requirements under the Bylaws and Policies and Procedures (“CPP”),
16 including refusal to hire employees and admit new members, failure to work hours minimum,
17 and refusal to authorize purchase of inventory and supplies.
18

19 15.

20 Individual Defendants failed to meet hourly requirements for 2021, 2022, and 2023.
21 Plaintiff was the only owner/member to adhere to the requirements of the Bylaws and CPP for
22 those years. Such failures were willful and continued despite objection by Plaintiffs.

23 16.

24 On information and belief, Bryce Hutchinson and Claire Nelson stopped attending all or
25 nearly all of their scheduled shifts, performing work for, or otherwise contributing to Citybikes
26

1 commencing September or October 2023, and they have remained uninvolved since Thompson's
2 termination. On information and belief, Robert Kamzelski is the only person substantively
3 involved with the operation of Citybikes.

4 17.

5 On August 23, 2023, the Individual Defendants called a meeting concerning termination
6 of Plaintiff. The effort failed as Article Seven of the Bylaws requires a four-fifths (4/5) majority
7 vote to undertake such a decision.
8

9 18.

10 After the meeting, Citybikes remained open seven days a week with Plaintiff working the
11 majority of the hours. Plaintiff worked Saturdays, Sundays, Mondays and picked up Thursdays
12 and Fridays when Bryce Hutchison quit appearing for scheduled shifts.

13 19.

14 In late December, 2023, Plaintiff received a letter from the Individual Defendants
15 claiming Plaintiff was terminated. A copy is attached as Exhibit "D."
16

17 20.

18 The Individual Defendants changed the locks to the business and revoked Plaintiff's
19 access to Citybikes' accounts and security systems. On information and belief, Citybikes has
20 been open about three days a week since Plaintiff's termination.

21 21.

22 Plaintiff earned approximately \$900.00 gross wages per week at the time of termination.

23 **FIRST CLAIM FOR RELIEF**
24 **(Declaratory Relief – All Defendants)**

25 22.

26 Plaintiff realleges and incorporates herein the above paragraphs 1-21.

1 23.

2 A controversy exists as to the interpretation of written documents governing Citybikes.
3 ORS 28.020. The controversy is current and material, affecting the rights and interests of dozens
4 of member-owners with respect to substantial funds.

5 24.

6 Plaintiff requests the court declare that the Articles, Bylaws, and Act, provide distribution
7 of net proceeds upon dissolution or otherwise be made to current and former employee-members
8 based on patronage.
9

10 **SECOND CLAIM FOR RELIEF**
11 **(Wrongful Termination – All Defendants)**

12 25.

13 Plaintiff realleges and incorporates herein the above paragraphs 1-21.

14 26.

15 Defendants failed to adhere to Oregon law, the Articles, Bylaws, and CPP to terminate
16 Plaintiff's position as director, including but not limited to ORS §§ 62.280(6) and 62.283.

17 27.

18 Plaintiff suffered damages as a result of Defendants' actions in the form of lost wages
19 and opportunities in an amount to be proven and anticipated to be less than \$50,000.

20 **THIRD CLAIM FOR RELIEF**
21 **(Equitable Oppression – Kamzelski)**

22 28.

23 Plaintiff realleges and incorporates herein the above paragraphs 1-27.

24 ///

25 ///

26

1 29.

2
3 Defendant Kamzelski is in control of Citybikes, including its operations, finances, and
4 governance. Kamzelski has operated the business in furtherance of his interest and contrary to
5 the governing documents and fiduciary duties. Kamzelski is operating the business in an
6 unsustainable manner to the exclusion of others.
7

8 30.

9 Kamzelski's actions have caused damage to Plaintiff, Citybikes, and the Former
10 Members, in an amount to be proven.

11 **RESERVATION**

12 31.

13 Plaintiff reserves the right to amend the complaint to add claims and seek further relief.

14 **REQUESTED RELIEF**

15 WHEREFORE, Plaintiff seeks relief as follows:

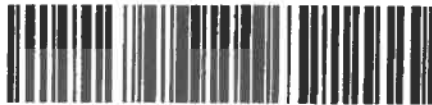
- 16 a) That declaratory relief be entered as requested in this Complaint;
17 b) A money award in an amount to be proven and anticipated to be less than \$50,000;
18 c) Plaintiff's costs and disbursements incurred herein; and
19 d) Such other relief as the court may deem just and proper.
20

21 DATED: July 30, 2024.

ENGRAV LAW OFFICE

22
23 /s/ Steve Norman
24 Steve Norman, OSB #961003
25 Of Attorneys to Plaintiff
26

CITYBIKES WORKERS' COOPERATIVE



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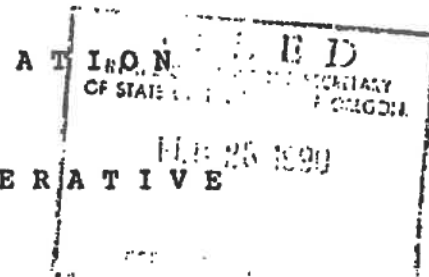
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A F

O F

CITYBIKES WORKERS' COOPERATIVE



The undersigned, acting as incorporators of a cooperative workers' corporation under the Oregon Employee Cooperative Corporations Act, adopt the following Articles of Incorporation:

Article One

The Name of this cooperative shall be Citybikes Workers' Cooperative.

Article Two

This cooperative corporation is formed for the purposes of engaging in any lawful activity for which cooperatives may be organized under ORS Chapter 62, including, but not limited to:

- A. The repair and renovation of bicycles of all makes and types; especially commuter bicycles, for the benefit of the general public;
- B. The selling of bicycle accessories;
- C. The promotion of bicycles as alternative transportation;
- D. All other activities for the economic, educational, recreational and political benefit of the shareholders.

Article Three

In furtherance of its purposes, Citybikes Workers' Cooperative shall have and exercise all rights and powers conferred on cooperative corporations by the laws of the State of Oregon.

Article Four

Citybikes Workers' Cooperative elects to be governed as an employee cooperative under the provisions of ORS 62.765 to 62.792.

Article Five

Citybikes Workers' Cooperative shall have the authority to issue an aggregate total of One Thousand Twenty (1,020) shares, divided into membership and capital shares, designated as follows:

20 "Class A membership shares;"

1000 "Class B capital shares."

The preferences, limitations and relative rights of membership and capital shares shall be as follows:

A. Membership Stock: Class A Membership shares shall be issued to Citybike Cooperative members only; nonmembers shall hold no Class A membership shares. Class A membership shares are nontransferable. Voting power for the election of directors shall be vested exclusively with the Class A membership shareholders; each Class A membership shareholder shall be entitled to one vote. Class B capital shareholders shall no voting rights except as otherwise required by law.

B. Capital Stock: Class B capital shares shall be issued to Citybike Cooperative members only; nonmembers may hold capital shares only upon express approval of the directors and pursuant to the terms and conditions set forth in the bylaws. Class B shareholders shall be entitled to receive preferential dividends calculated at the rate of the most recent increase in the Consumer Price Index as determined by the United States Department of Commerce for Portland, Oregon plus six per cent (6%) of the issuance price of that share. Class B capital shares are nontransferable.

C. Distribution of Assets: Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the cooperative, and after full accord and satisfaction of all corporate obligations distribution of the remaining cooperative assets shall be made as follows:

1. Class B shareholders shall be entitled to receive, for each Class B share, an amount equal to the consideration paid for that share plus any unpaid dividend due as of the date of dissolution. In the event the cooperative assets are insufficient to fully redeem all Class B shareholders, the cooperative assets shall be distributed in proportion to the amount of Class B shares owned.
2. Class A shareholders shall be entitled to share equally in all cooperative assets remaining after full payment has been made to all Class B shareholders.
3. Any excess assets shall be distributed proportionally to present and former shareholders. Excess assets shall be construed to mean any assets remaining after full distribution has been made to all shareholders. The distribution shall be made in proportion to the total number of hours worked since the date of incorporation.

Article Six

The name and address of the initial registered agent of Citybikes Workers' Cooperative, Inc. is:

<u>Name</u>	<u>Address</u>
Tom Bendersky	525 N.E. Couch Street, Portland, OR 97232

Article Seven

The initial board of directors shall consist of five directors.
The names and addresses of the persons who are to act as the initial Directors of this cooperative corporation, until the election and qualification of their successors, are:

<u>Name</u>	<u>Address</u>
1. Tom Bendersky	525 N.E. Couch Street, Portland, OR 97232
2. Chad Butler	2658 N.W. Thurman Street, Portland, OR 97210
3. Tim Calvert	1507 S.E. Lexington, Portland, Or 97202
4. Mike Kennedy	523 N.E. Couch Street, Portland, OR 97232
5. David Wennerberg ^{ADRAGNA}	1914 S.E. Ankeny Street, Portland, OR 97204

Article Eight

The mailing address for Citybikes Workers' Cooperative, until the principal cooperative office has been designated in its annual report and filed with the Corporation Division of the Office of the Secretary of State, is: 1914 S.E. Ankeny, Portland, OR 97204

Article Nine

The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
1. Tom Bendersky	525 N.E. Couch Street, Portland, OR 97232
2. Chad Butler	2658 N.W. Thurman Street, Portland, OR 97210
3. Tim Calvert	1507 S.E. Lexington, Portland, Or 97202
4. Mike Kennedy	523 N.E. Couch Street, Portland, OR 97232
5. David Wennerberg ^{ADRAGNA}	1914 S.E. Ankeny Street, Portland, OR 97204

We, the undersigned incorporators, declare under the penalties of perjury that we have examined the foregoing and that to the best of our knowledge and belief, it is true, correct, and complete.

Executed this 25th day of January, 1990.

1. Tom Bendersky
Tom Bendersky
Incorporator

2. Chad Butler
Chad Butler
Incorporator

3. Tim Calvert
Tim Calvert
Incorporator

4. Mike Kennedy
Mike Kennedy
Incorporator

5. David Wennerberg
David Wennerberg
Incorporator

For information about this filing, please contact:

John Halsell
Attorney at Law
2380 S.W. Osage Street
Portland, OR 97205
(503) 223-2369

BYLAWS
OF
CITYBIKES WORKERS' COOPERATIVE

ARTICLE ONE: This cooperative corporation shall be known as Citybikes Workers' Cooperative.

ARTICLE TWO: The principal office of this cooperative shall be located at 1914 S.E. Ankeny, Portland, OR 97204.

ARTICLE THREE: This cooperative shall be organized and governed by the laws of the State of Oregon, principally the Oregon Employee Cooperative Corporations Act; the Articles of Incorporation filed with the Office of the Secretary of State; and these bylaws. The members shall promulgate any other rules as may be necessary from time to time.

ARTICLE FOUR: This cooperative shall be managed and controlled by the members. Membership shall confer the following rights and responsibilities:

(1) Board of Directors: Upon acceptance as full members of the cooperative, members shall be appointed to the Board of Directors and shall be known as member-directors; acceptance as full members by 4/5's approval by the member-directors shall thus constitute simultaneous election to the Board of Directors;

(2) Voting: Each member-director shall have one vote in the acceptance of additional member-directors;

(3) Management: Each member-director shall have one vote in all major business decisions concerning the cooperative and/or its operation. Major business decisions shall include all decisions involving personnel matters and all financial decisions requiring cooperative expenditures of more than dollars;

(4) Proceeds: Member-directors shall have the right to share in any proceeds remaining upon any liquidation, dissolution or winding-up of the cooperative's affairs. Proceeds remaining shall mean any amounts remaining after full payment and satisfaction of all cooperative debts and payment of any dividends authorized and due to Class B shareholders.

ARTICLE FIVE: Membership applicants shall be considered and approved for full membership upon completion of the following requirements and in the following manner:-

(1) Apprenticeship: Membership applicants shall complete a 3 month apprenticeship, during which the applicants shall work on at least a part-time basis. Applicants may work a total of 300 hours in lieu of the 3 month requirement. The member directors may vary these work requirements as deemed necessary from time to time.

Applicants shall familiarize themselves with all relevant phases of the cooperative's affairs, including _____, and _____.

(2) Application: Applicants shall submit an application for membership in a form and manner prescribed by the member-directors. The application shall, in any case, contain the following:

(a) Class A membership fee in whole or part;

(b) Signed statement that the applicant has read and understood these bylaws, including the provisions for taxation of membership patronage dividends as set forth in these bylaws and notification of consent letter.

(3) Approval: Applicants shall be approved at any regular, special, or emergency meeting of the member-directors by 4/5's majority vote of all current member-directors;

(4) Confirmation: Applicants shall receive written confirmation within 30 days of approval. This notice shall designate the date of acceptance and the time and place of the next member-director's meeting.

(5) Notice: Each person applying for and accepted to membership in this cooperative and each member of this cooperative on the effective date of this bylaw who continues as a member after such date shall, by such act alone, consent that the amount of any distribution with respect to his or her patronage occurring after 1981, which are made in written notices of allocation under 26 U.S.C. 1388 and which are received by the member from the cooperative will be taken into account by the member at their stated dollar amounts in the manner provided by 26 U.S.C. 1385(a) in the taxable year in which such notices are received by the member.

ARTICLE SIX: This cooperative shall be jointly owned and managed by the members. So that members may more effectively share in the cooperative's management and operation, the members pledge to perform the following duties:

(1) Work Schedule: Members shall maintain at least a part-time work schedule. The scheduled hours and duties shall be determined by the directors;

(2) Fair Share: Members shall purchase individually their "fair share" of Class B shares. Class B shares shall provide needed revenue for operations and growth. Fair share shall consist of 40 shares at 25.00 dollars per share for a total of \$1000.00 purchased within eighteen months of acceptance as a member;

(3) Membership Meetings: Members, as directors, shall have the right to manage and control the cooperative. Attendance at membership meetings is therefore crucial to the cooperative's operation and success. Members unable to attend a regular, special or annual meeting shall inform the other members in a form and manner prescribed by the directors. The directors may authorize proxy voting.

ARTICLE SEVEN: Membership meetings shall be held as follows:

(1) Regular Meetings: Meetings shall be held regularly at 2 o'clock pm on the day of month at the principal office. No notice need be given of such meetings regularly held.

(2) Special Meetings: Special meetings may be called upon the concurrence of directors and upon notice to all current directors. Notice shall be made in writing and state the day, time and place of the meeting, and shall state the purposes for which the meeting is called. The notice shall be delivered either personally or by mail not less than seven nor more than thirty days before the special meeting. Notice shall be deemed given when deposited in the United States mail addressed to the members address as the address appears on the cooperative records.

(3) Quorum: The presence in person of 4/5's current directors at any regular or special meeting shall constitute a quorum for the transaction of business. No action shall be taken nor resolution passed except on the approval of 4/5's majority vote of the current directors.

Unanimous vote

(4) Annual Meeting: The directors shall hold an annual membership meeting before the end of the calender year, at which time the members shall:

(a) Prepare and file an annual report with the Office of the Secretary of State as required by the laws of the State of Oregon; and

(b) Appoint one or more members or directors and/or attorney, certified public accountant or other expert advisor to prepare and file any necessary federal and state tax returns and/or information on behalf of the cooperative.

ARTICLE EIGHT: The members may adopt rules and procedures for maintaining the cooperative books and records, including procedures for the deposit of daily receipts, drafting of checks, and balancing the cooperative checkbook.

ARTICLE NINE: Net profits remaining after satisfaction of all cooperative obligations due, provisions made for any obligations, and payment of any Class B dividends due shall be distributed ^{to} members in proportion to the hours worked.

The members may authorize any distribution of net profits if such distribution does not impair the cooperative's working capital. Distributions may be made either in cash or written notices of allocation. If made in written notices of allocation, such notices shall contain the following:

- (1) Name, address and social security number of the distributee;
- (2) Number of hours worked to date;
- (3) Number of hours worked since last notice of allocation;
- (4) the dollar amount of allocation;
- (5) the total dollar amount allocated to date; and
- (6) terms of payment.

ARTICLE TEN: The cooperative shall comply with all applicable federal and state employment laws.

ARTICLE ELEVEN: Desiring to fully comply with all applicable state and federal tax laws, this cooperative elects to be taxed under the special rules for cooperatives as set forth in Sections 1381 thru 1388 of the Internal Revenue Code as follows:

(1) Patronage Dividends: Distributions to member-shareholders shall constitute "patronage dividends." Such amounts shall be paid out of cooperative earnings attributable to the services performed by member-shareholders.

(2) Form of Payment: Patronage dividends may be paid in money, qualified written notices of allocation, or nonqualified written notices of allocation, as determined by the members. Patronage dividends paid in the form of qualified written notices of allocation shall be paid:

(a) In a form redeemable in cash at the stated dollar amount in a period no less than 90 days as measured from the date of receipt by the member-directors, or

(b) upon member consent.

(c) In either case, at least 20% of the distribution shall be paid in cash.

(3) Member Consent: Member consent shall be obtained from each applicant and member in the following manner:

(a) Patronage dividends redeemable within at least 90 days shall be accompanied by a written notice informing each member-director of the redemption rights.

(b) Patronage dividends not redeemable upon receipt shall not be made without first obtaining written consent from each applicant for membership and without first notifying each applicant and member-director of these consent provisions.

(4) Tax Records: The cooperative shall maintain records of all income and expenses, as well as all distributions to members, in a manner and for a period of time as determined by federal law.

(5) Notices: The members shall adopt the notices in the form as attached in Appendix 1 - 3.

ARTICLE TWELVE: The directors shall conduct all transactions arising in the ordinary course of business in good faith and in a manner the member-director reasonably believes to be in the best interests of the cooperative and with the care an ordinary prudent person would exercise in similar circumstances. No member-director shall individually authorize a transaction between the cooperative and another person for more than ____ U.S. dollars.

ARTICLE THIRTEEN: A director may rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by:

(1) Other member-directors whom the member-director believes to be reliable and competent in that particular matter;

(2) Attorneys, public accountants, and other expert advisors on matters the member-director believes to be within the advisor's profession or expert competence.

ARTICLE FOURTEEN: No director or member shall be liable for cooperative debts, except to the extent of the director's individual unpaid Class A and B contributions. This limitation shall not include debts for separate contracts between the cooperative and an individual member.

ARTICLE FIFTEEN: The power to amend the articles of incorporation shall be limited to the members. Amendments may be made from time to time in any and as many respects as may be desired, so long as its articles as amended contain only such provisions as might be lawfully contained in original articles at the time of making the amendment. Amendments to the articles shall be made in the following manner:

(1) Notice: Each member shall be given written notice setting forth the proposed amendment or a summary of the changes to be effected thereby in the manner set forth in Article Seven, subsection (2) of these bylaws.

ARTICLE SIXTEEN: The power to alter, amend or repeal these bylaws or to adopt new bylaws is vested in the members of the cooperative. The bylaws as altered, amended or repealed shall be consistent with the laws of the State of Oregon and the Articles of Incorporation.

ARTICLE SEVENTEEN: Recognizing the perpetual duration of any corporate entity may be interrupted by unforeseen circumstances, the directors shall authorize the dissolution of the cooperative upon ~~4/5's~~ majority vote of all current members in the following manner:

Unanimous

(1) Notice: Each current member shall be given written notice addressed to the member's home address as listed in the cooperative records. The notice shall be deposited in the United States mail no less than seven (7) days nor more than thirty (30) days before the dissolution meeting. The notice shall state that the purpose of the meeting is to vote on a resolution to dissolve the cooperative and that an affirmative vote will commence dissolution.

(2) Dissolution Resolution: The members shall vote on the Resolution of Dissolution as adopted by the directors. Adoption by the members shall require a ~~4/5's majority~~ vote by all members present at the meeting.

Unanimous

(3) Distribution of Assets: The directors shall proceed to collect the cooperative's assets, convey and dispose of any cooperative properties as not are to be distributed in kind to the members, and pay, satisfy and discharge its liabilities and obligations, including any other acts required to liquidate the cooperative's business affairs. After paying or adequately providing for all obligations, the directors shall distribute the remaining assets, either in cash or in kind, among the shareholders. Shareholder distribution shall be made first to the Class B shareholders and then to the Class A membership shareholders.

(4) Articles of Dissolution: Upon the payment and discharge of all cooperative debts obligations as set forth in Article __ subsection (3) above, the directors shall file articles of dissolution with the Office of the Secretary of State pursuant to ORS 62.680. Such filing will terminate the existence of the cooperative.

(5) Revocation: After an affirmative vote to dissolve the cooperative, but before the Secretary of State has filed the articles of dissolution, the cooperative, either through its directors, members or both, may revoke the dissolution resolution by following the procedures for revocation as set forth in ORS 62.670.

ARTICLE EIGHTEEN: The cooperative shall maintain at all times a registered agent within this state, either at the principal place of business or another business or home address.

ARTICLE NINETEEN: The directors shall be authorized to perform all acts necessary to effectuate the purposes and goals of this cooperative, including:

(1) Share Issuance: The issuance of shares as authorized by the Articles of Incorporation in a form and manner selected by the directors. The Articles of Incorporation presently authorize the issuance of 20 "Class A membership shares" and 1000 "Class B capital shares."

(2) Share Price: The setting of share price. The share price is presently 15 dollars per membership share and 25 dollars per capital share.

(3) Share Payment: The directors shall set the manner of payment. Payment may be in the form of cash, securities, services, or any other valuable commodity.

RESOLVED, We the initial directors do hereby adopt these bylaws for the Citybikes Workers' Cooperative this 15 day of ~~February~~, 1990.

(signed)



(signed)



(signed)



(signed)



WFG Title 24-125832 Comm

File No.: 24-125832

Multnomah County Official Records
J.D. Riddle, Deputy Clerk

2024-038768

07/01/2024 08:56:32 AM

DEED-DEED Pgs=4 Str=41 ATRA
\$20.00 \$11.00 \$10.00 \$60.00

\$101.00

Grantor
Citybikes Workers' Cooperative, an Oregon Cooperative Corporation
Grantee
Same Same LLC, an Oregon limited liability company
After recording return to
Same Same LLC, an Oregon limited liability company 6324 NE Davis Street Portland, OR 97213
Until requested, all tax statements shall be sent to
Same Same LLC, an Oregon limited liability company 6324 NE Davis Street Portland, OR 97213
Tax Acct No(s): 1N1E35CC 04800, R150313

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Citybikes Workers' Cooperative, an Oregon Cooperative Corporation, Grantor, conveys and warrants to **Same Same LLC, an Oregon limited liability company**, Grantee, the real property described in the attached Exhibit A, subject only to those liens and encumbrances set forth on the attached Exhibit B.

The true consideration for this conveyance is **\$1,000,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Thompson Exhibit C

Executed this 28 day of June, 2024

Citybikes Workers' Cooperative, an Oregon Cooperative Corporation

By: [Signature]
Name: Robert Kamzelski
Its: President

STATE OF OREGON
COUNTY OF Multnomah

This instrument was acknowledged before me this 28 day of June, 2024 by Robert Kamzelski, as President, of Citybikes Workers' Cooperative, an Oregon Cooperative Corporation, on behalf of the corporation.

[Signature]
Notary Public for Oregon
My Commission Expires: 9/9/25

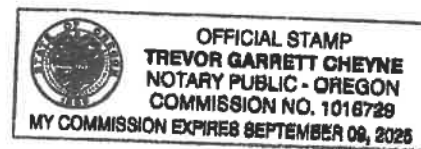


EXHIBIT "A"
LEGAL DESCRIPTION

The East one-half of Lots 7 and 8, Block 158, EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT "B"
Exceptions

1. Conditions and Restrictions, including the terms and provisions thereof, established by
City of : Portland
Ordinance No. : LU 05-109826 AD
Recorded : May 27, 2005
Recording No(s) : 2005-096006

**UNANIMOUS ACTION OF THE DIRECTORS
OF
CITYBIKES WORKERS' COOPERATIVE
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING**

The undersigned, constituting all of the directors of Citybikes Workers' Cooperative, an Oregon cooperative (the "Cooperative"), acting pursuant to ORS 62.305, hereby unanimously adopt and record the following actions taken without notice or a formal meeting:

RESOLVED that the termination of the employment of Noel Thompson (the "Termination") is hereby approved;

RESOLVED FURTHER that the letter attached hereto as Exhibit A is approved as to form;

RESOLVED FURTHER that Robert Kamzelski, in his role as President of the Cooperative, is authorized and directed on behalf of the Cooperative to take such action and to execute and deliver such documents as he may deem appropriate or advisable to carry out the Termination. Such actions taken as of the date of these resolutions are hereby ratified;

IN WITNESS WHEREOF, the directors of the Cooperative have executed this Unanimous Action of the Directors to record the actions so taken without a formal meeting and for the purpose of waiving the requirements of a formal meeting.

These actions and resolutions are effective December 19, 2023.

DIRECTORS:

DocuSigned by:

ROBERT KAMZELSKI

DocuSigned by:

BRYCE HUTCHINSON

DocuSigned by:

CLAIRE NELSON

UNANIMOUS ACTION OF THE DIRECTORS OF CITYBIKES WORKERS' COOPERATIVE

Thompson Exhibit D

EXHIBIT A

Dear Noel Thompson,

This letter is to inform you that the Board of Directors of Citybikes Workers' Cooperative has resolved to terminate your employment at the Cooperative immediately, effective xx/xx/xx.

The reasons for your termination are as follows:

-On 12/1/23 you falsely claimed 20 hours of Paid Sick Time. This was paid out on your paycheck from the pay period of 11/19/23-12/2/23. During this pay period you did not call out sick, nor did you miss any of your regular shifts (exclusive of the vacation time you called out for).

-During the 12/3/23-12/16/23 pay period, on 12/16/23, you attempted to falsely claim another 20 hours of Paid Sick Time. During this pay period you did not call out sick, nor did you miss any shifts. This was not added to your paycheck for the pay period.

-We also have reason to believe that you have made similar false claims for Paid Sick Time in the past.

-Making false claims for Paid Sick Time is an abuse of your position as Citybikes' Finance Coordinator and longtime employee of the Cooperative. Citybikes' sick leave policy explicitly states that an employee is only eligible to receive Paid Sick Time due to missing work from a health condition, illness, or injury of the employee or family member of the employee.

Your final paycheck will be sent on xx/xx/xx via direct deposit to your bank account, as you have not provided us with your current mailing address. If you would like us to mail you a check instead, please let us know and provide us with your mailing address by the end of the day today and we will do so. Your final paycheck will include all wages due to you, as well as pay for any remaining vacation time and the remainder of your health stipend for the year.

Should you have any further questions please feel free to contact me by email at bikeforvictory@gmail.com.

Sincerely,
Robert Kamzelski
Member-Director and President, Citybikes Workers' Cooperative