

FORMAL NOTICE OF TORT CLAIM

Pursuant to ORS 30.275, Claimant Wade Nkrumah ("Claimant"), by through his attorney, gives formal notice as follows:

1. Claim.

A claim for monetary damages will be asserted by Claimant against Mayor Sam Adams ("Adams") and the City of Portland, Oregon. Claimant will seek compensation for damage to his business reputation caused by Adams, constructive discharge, and the resultant lack of employment opportunities thereafter. Monetary damages will be sought in an amount of not less than \$162,489.60 together with reasonable attorney fees.

2. Description of Claim.

Claimant tendered his resignation as Adams' Director of Communications in a January 26, 2009 letter to Adams and in a meeting with Adams during the evening of Monday, January 26, 2009. Claimant resigned by reason of Adams having lied to Claimant twice about the nature of his relationship with a young man named Beau Breedlove ("Breedlove"), making working conditions intolerable as Adams' spokesperson. Claimant advised Adams at the time of his resignation that he could not continue to work for a public figure who lied. Claimant informed Adams that the incidents where Adams lied to him were (1) a January 15, 2009 meeting in the mayor's office in which Nigel Jaquiss, reporter, Henry Stern, managing editor, and Mark Zusman, editor, of Willamette Week, and Adams, Claimant, and Amy Ruiz, all were present, and (2) a January 22, 2009 staff meeting with over 20 of the mayor's staff members present in the home the mayor's Chief of Staff, Tom Miller ("Miller").

In the January 15, 2009 meeting with Willamette Week, Adams specifically denied any "sexual contact" or "sexual relationship of any kind" with Breedlove. Four days later, on January 19, 2009, Adams admitted to Willamette Week and later to Claimant that he had lied about his sexual relationship with Breedlove and had "confessed" to the newspaper concerning his previous lies.

In the January 22, 2009 meeting at Miller's house, Adams informed staff members that it was the appropriate time to ask questions of him concerning Breedlove and that Adams would "candidly" answer all questions. At that time, Claimant directly asked Adams if there had been any "flirting" or "touching" that occurred before Breedlove turned 18. Adams answered unequivocally "no." On January 25, 2009, Breedlove publicly stated that, while still 17 years old, he and Adams had kissed twice, on one occasion in a men's room in City Hall. Later news articles indicated that public records established that Adams had called Breedlove over 30 times before he turned 18 years old.

During Claimant's January 26, 2009 resignation meeting with Adams, Adams appeared to be extremely nervous about what Claimant would say publicly about his resignation. After discussions with Adams on January 26, 2009, and in telephone conversations later that night with Miller, Claimant and Miller, on Adams' behalf, expressly agreed that Claimant would respond to all inquiries concerning Claimant's resignation and departure with a simple "no comment" and Miller would state that he does "not comment on personnel matters."

Following his resignation, Claimant was contacted by numerous members of the news media concerning the reason for his resignation. As agreed, Claimant steadfastly responded "no comment."

However, Adams failed to abide by the agreement reached with Claimant. On Tuesday, January 27, 2009, to cover up the real reason for Claimant's resignation, Adams informed reporter Dan Tilkin of KATU-TV (channel 2) that Claimant told him that he had resigned because the job was "not what he signed up for in terms of stress." In fact, when Claimant resigned, and Adams stated that stress was a reason, Claimant made it clear to Adams that "stress" was not an issue. Rather, it was Adams' lying as a public official (with ethical obligations to avoid even the appearance of impropriety and a duty to treat the office of mayor as a public trust) that created intolerable working conditions. Adams' continued issuance of false statements to the electorate made it impossible to continue in good conscience as his spokesperson. As Claimant informed Adams: "The reason I am resigning is because of the lies."

Adams breached the parties' agreement not to comment on Claimant's resignation by falsely stating that Claimant could not handle the "stress" of the job. This demeaning statement concerning a veteran news media professional with over 20 years of experience was repeated in numerous television broadcasts throughout the Northwest. This false statement reflected poorly on Claimant's ability to handle media relations, tended to demean Claimant's media skills under pressure in difficult situations (contrary to his proven abilities), and has negatively affected Claimant's ability to obtain new employment.


3. Claimant's Name and Mailing Address:

Wade Nkrumah
c/o Michael G. Hanlon
Law Offices of Michael G. Hanlon
825 One Main Place
101 S.W. Main Street
Portland, OR 97204

4. Service of Notice:

I hereby certify that I served a true copy, hereby certified as such, of the foregoing notice on Linda Meng, City Attorney, City of Portland, 1221 SW 4th Avenue, Room 430, Portland, OR 97204, via messenger and the U.S. Mails (both Certified Mail, Return Receipt Requested and First Class mail) to the above-stated address on this date.

Dated this 14~~th~~ day of May, 2009.



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