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March 27, 2026

Via email and first class mail

Mr. Jared M Ahern, and
Mr. Roman Hernandez
Cable Huston LLP
1455 SW Broadway Ste 1500
Portland OR 97201

Re: Eckstein v. City of Elgin, et al; Union County Circuit Court Case No. 26CV06926

Messrs. Ahern and Hernandez:

Enclosed under cover of this letter is the Plaintiffs' Response to Defendants' Special Motion to Strike in the above captioned case. Also enclosed are the Declarations of Brock Eckstein, Laura Eckstein, Rainie Adams, Hon. Risa Hallgarth, Cheyanne Hafer, Twila Ivins, and Jill Williamson.

As always, please feel to reach out with any questions or issues.

Very truly yours,

Ryan Adams



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

BROCK ECKSTEIN; and,
LAURA ECKSTEIN,

Plaintiffs,

v.

CITY OF ELGIN, OREGON, a municipal corporation of the State of Oregon; **ALEX MCHADDAD**, in both his official capacity as Elgin City Administrator and in his personal capacity; **STANLEY JAMES JOHNSON**, in his official capacity as Mayor of Elgin, Oregon and in his personal capacity,

Defendants.

Case No.: 26CV06926

**PLAINTIFFS' RESPONSE TO
DEFENDANTS' SPECIAL MOTION
TO STRIKE (ANTI-SLAPP)**

INTRODUCTION

Defendants are a Mayor, a City Administrator, and a City itself. They allege that the Plaintiffs have strategically filed a lawsuit to stifle their public participation. Defendants have filed an ORS 31.150 Special Motion to Strike, also referred to as an Anti-SLAPP motion. Anti-SLAPP motions are treated as motions to dismiss. ORS 31.150(1). The Court must assess the evidence supporting the Plaintiffs' claims to determine whether the plaintiffs have established a "probability" of success on the merits. This probability is met to the extent Plaintiffs produce evidence that would make a *prima facie* case. ORS 31.1504(4). The Court must also assess any evidence produced by the defendant to determine whether it would defeat the plaintiff's claim as a matter of law. ORS 31.150(4)–(5); *Yes On 24-367 Committee v. Deaton*, 276 Or App 347, 361–62 (2016). The court must view the facts in the light most favorable to the Plaintiffs and

1 draw all reasonable inferences in their favor. *Plotkin v. SAIF Corp.*, 280 Or App 812, 815–16,
2 385 P3d 1167 (2016), *rev den*, 360 Or 851 (2017). Thus, where there is a conflict between the
3 parties’ proffered factual narratives and evidence, the court must necessarily adopt the version
4 most favorable to the Plaintiffs. *Id.* The facts and arguments contained in this Response are
5 supported by the filings in this case, the public record, and the declarations of Brock Eckstein,
6 Laura Eckstein, Risa Hallgarth, Jill Williamson, Cheyanne Hafer, Twila Ivins, and Rainie
7 Adams.

8 In *Young v. Davis*, 259 Or App 497 (2013), the Court interpreted ORS 31.150 and gave
9 precise guidance on how trial courts were to consider Plaintiffs’ burden at an Anti-SLAPP
10 hearing. Specifically, the Court found that “[P]resentation of substantial evidence to support a
11 *prima facie* case is, in and of itself, sufficient to establish a probability that the plaintiff will
12 prevail; whether or not it is likely that the plaintiff will prevail is irrelevant in determining
13 whether it has met the burden of proof set forth by ORS 31.150”. *Id.* at 508 (internal quotations
14 omitted). The term “substantial evidence” is not a high bar; in fact the *Young* court acknowledges
15 that Plaintiffs’ showing in this case is subject to a low bar: “That low bar befits the pretrial nature
16 of a special motion to strike under ORS 31.150; the goal, similar to that of summary judgment, is
17 to weed out meritless claims meant to harass or intimidate—not to require that a plaintiff prove
18 its case before being allowed to proceed further.” *Id.* The Plaintiffs claim was not filed to harass
19 or intimidate the Defendants. It was filed to hold them accountable for their actions.

20 **FACTUAL BACKGROUND**

21 This case is the domino effect stemming from the Mayor’s involvement in a dispute with
22 a woman at a bar, and Brock Eckstein’s refusal to certify the Mayor’s court ordered community
23 service requirements. When it became clear that Brock Eckstein would not oblige, the mayor

1 asked Alex McHaddad to assist instead. Mr. McHaddad obliged and told the Court that he had
2 supervised the Mayor’s community service. Pls. Compl., Ex B. After Mr. Eckstein refused to
3 certify the Mayor’s community service, and expressed concerns regarding some of the Mayor’s
4 other conduct, the Defendants accused Mr. Eckstein of criminal misconduct and commenced an
5 investigation into Mr. Eckstein. Defendants also spread rumors throughout the town and
6 neighboring communities regarding Mr. and Mrs. Eckstein. *See generally*, Declaration of Twila
7 Ivins; Declaration of Jill Williamson.

8 Plaintiff Brock Eckstein is the former City Administrator for Elgin, Oregon. Decl. of
9 Brock Eckstein, ¶6. Mr. Eckstein held that position for over a decade. *Id.* Elgin is the only City
10 in Oregon to elect its City Administrator.¹ Mr. Eckstein was initially elected, and after his term
11 ended, he was appointed as the City Administrator Pro Tem. Decl. of Brock Eckstein, ¶6. In
12 2021, Plaintiff Eckstein submitted his resignation due to ongoing stress and mental health issues
13 resulting from his combat injuries in service to our country. He agreed to remain employed in a
14 temporary capacity to train his replacement, Mr. Allan Duffy. Declaration of Risa Hallgarth, ¶4
15 The parties entered into a severance agreement because the City did not have the funds to pay
16 Plaintiff Eckstein the wages he was owed. *Id.* Less than three weeks after Mr. Eckstein resigned
17 and Mr. Duffy was hired, Mr. Duffy resigned. *Id.* The City asked Mr. Eckstein to return as the
18 City Administrator Pro Tem. *Id.* Mr. Eckstein reluctantly agreed and the parties memorialized
19 the agreement in written contract. *Id.* Both agreements were signed by Mayor Risa Hallgarth and
20 were discussed and agreed to by the City Council. *Id.* As a part of the agreement, Mr. Eckstein
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22 ¹ A. Alex McHaddad, Beaver State Confidential: A Citizen’s Guide to Oregon Government 66
23 (2022).

1 was entitled to a stipend of \$15,000 per year that was allowed to be used for items related to
2 stress relieving activities. *Id.* Specifically, the contract states:

3 “Employee has identified that his original reason for resigning from his position as over-
4 stressed, so the City agrees that this stipend may also be used for services like counseling
5 deductibles, gym memberships, and **other stress relieving activities and services
specific to the employees tastes so long as they remain of a lawful nature.**” Decl. of
Andrew McHaddad, Ex. 9, p. 5 (emphasis added).

6 The intent of the contracts was, among other things, to retain Plaintiff Brock Eckstein as the City
7 Administrator while preserving his mental health. Declaration of Risa Hallgarth, ¶5. Thus,
8 because the City could not afford to pay his full salary, Brock Eckstein was allowed a yearly
9 stipend of \$15,000 to put towards stress relieving activities. *Id.* As Mayor Hallgarth stated: “We
10 didn’t care what he used the stipend for as long as it helped his mental health and wasn’t put
11 toward anything illegal.” *Id.* (emphasis added).

12 On July 8, 2023, Mayor S. James Johnson was intoxicated at the Elgin Station Bar in
13 Elgin Oregon.² Shortly before 1AM, the Union County Sheriff’s Office was dispatched to the bar
14 because of an ongoing fight.³ When deputies arrived, they found Mayor Johnson, intoxicated and
15 beat up.⁴ A female approached deputies and provided information. Mayor Johnson had indeed
16 “offensively touched” a female in the bar and had been beat up because of his actions. During the
17 initial investigation in those early morning hours, Mayor Johnson asserted his position as Mayor
18 of Elgin and informed deputies, stating: “do you know who I am!?” Decl. of Brock Eckstein, ¶23
19 Deputies did not charge the Mayor that evening. Instead, the Oregon Department of Justice took

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21 ² <https://ucsooregon.gov/altercation-leads-to-citation/> (accessed March 27, 2026).

22 ³ *Id.*

23 ⁴ *Id.*

1 over the prosecution and charged Mayor Johnson with harassment because he subjected a female
2 to “offensive physical contact.” Mayor Johnson pleaded guilty on November 20, 2023, and was
3 sentenced the same day. Pls. Compl., Ex. A. As part of his sentence, Mayor Johnson was ordered
4 to complete 40 hours of community service.

5 On several occasions in spring of 2024, Mayor Johnson asked Plaintiff Brock Eckstein to
6 certify completion of his community service hours. Decl. of Brock Eckstein, ¶24. Plaintiff
7 Eckstein felt uncomfortable doing so, and told the Mayor that he wanted the City Council to
8 agree before he signed. *Id.* The hours in question were from January and February 2024. *Id.*

9 Specifically, the Mayor claims he spent 10 hours on February 17, 2024, mowing, weed
10 eating, and blowing off sidewalks at the Elgin Museum and Historical Society. Pls. Compl. Ex.
11 B. It is common knowledge that grass does not grow in the winter in Elgin, Oregon. The Mayor
12 also claims that he cleared snow from the fire department parking lot on January 7, 10, 14, 15,
13 17, and 18, 2024. *Id.* Based on preliminary research, evidence shows that it did not snow in Elgin
14 on January 7, 14, or 15th, 2024. Decl. of Rainie Adams, Ex. 1. The Plaintiffs are ordering the
15 official certified National Weather Service records for those days, which will provide a definitive
16 answer. In any event, it was precisely these sorts of issues that Plaintiff Eckstein sought to avoid
17 by refusing to certify the Mayor’s community service hours.

18 Mayor Johnson solved this problem by convincing the next City Administrator,
19 Defendant McHaddad, to certify the hours. Mr. McHaddad steadfastly claims that in certifying
20 Mayor Johnson’s hours, he “treated Mayor Johnson the same as [he] would any Elgin citizen
21 who needed community service hours.” Decl. of Andrew McHaddad, p.8 ¶28. Mr. McHaddad’s
22 statement is false and his own declaration defeats it.

23 Defendant McHaddad told this Court that he supervised Mayor Johnson’s community

1 service in January and February 2024. Pls. Compl. Ex. B. He signed his name to it. *Id.* However,
2 during that time, he was employed as the City Administrator at the City of Sodaville in Linn
3 County, Oregon, approximately 400 miles away. Decl. of Rainie Adams, Ex. 2. As Defendant
4 McHaddad himself admits, he did not begin his employment at the City of Elgin until April
5 2024. Decl. of Andrew McHaddad, p. 1 ¶2. McHaddad’s own sworn declaration contradicts
6 basic facts, and the Court should afford it the credibility it is due. Notably, it is all Defendants
7 have provided in support of their motion.

8 When Defendant McHaddad did begin his employment with the City of Elgin, Mayor
9 Johnson demanded his termination during his first week on the job because he consistently failed
10 to come to work. Decl. of Brock Eckstein, ¶21, Ex 2. Mayor Johnson directed Plaintiff Eckstein
11 to “fire him” and then separately directed Plaintiff Eckstein to contact pre-loss (an apparent
12 reference to City County Insurance Services). *Id.* McHaddad later told an administrative hearings
13 officer that he was traumatized by the mayor and feared for his job. Decl. of Cheyanne Hafer, ¶6.
14 Nevertheless, Defendant McHaddad found a way to keep his job.

15 We submit, as we did in our complaint, that the Defendants orchestrated a plan. For
16 McHaddad, it was to keep his job and advance his career. Declaration of Twila Ivins, ¶¶5-6. For
17 Mayor Johnson, this was an opportunity to distract from a barfight with a female immediately
18 before he was up for reelection. It is with these facts in mind that Plaintiffs filed this claim.

19 ARGUMENT

20 As Defendants point out, ORS 31.150 necessitates a two-pronged approach. First, the
21 Defendants must make a *prima facie* showing that the Plaintiffs’ claims arise out of conduct
22 covered by ORS 31.150(2). Second, if Defendants make that showing, the burden shifts to
23 Plaintiffs’ to “establish that there is a probability that the plaintiff will prevail on the claim by

1 presenting substantial evidence to support a prima facie case.” ORS 31.150(4). Plaintiffs discuss
2 this burden in detail *infra*.

3 **1. Defendants’ Motion to Strike Plaintiffs’ Breach of Contract, Unjust Enrichment,
4 and ORS 652 causes of action must be denied because these claims do not “arise
out of” any activity covered under ORS 31.150(2).**

5 Defendants’ motion asserts, in conclusory fashion, that every claim in the Complaint
6 “arises out of” protected activity because the City’s February 2025 forensic audit, September 26,
7 2025 demand letter, criminal referral to the Oregon DOJ, and statements to City of Joseph
8 officials constitute “statements made in connection with an issue under consideration or review
9 by a legislative, executive, or judicial body” or “conduct in furtherance of the constitutional right
10 of petition” ORS 31.150(2)(a), (b), and (d); *see* Defs. Mot to Strike, p. 9-11. That sweeping
11 assertion misses the mark on the contract-based and statutory claims.

12 The gravamen of Plaintiffs’ breach-of-contract, unjust-enrichment, and ORS 652 wage
13 claims are the City’s breach of pre-existing contractual and statutory obligations that were
14 created, budgeted, and performed years before any “protected” activity occurred. The March 18,
15 2021 Employment Agreement, March 1, 2021 Severance Agreement, January 8, 2019 Olympus
16 Fitness Services Agreement, and the never-cancelled municipal consulting contract (explicitly
17 referenced in the Employment Agreement’s reversion clause) all pre-date the February 2025
18 audit by three to six years. The City itself budgeted the exact \$12,000 annual consulting line item
19 and paid the invoices for years. The investigation, demand letter, and criminal referral are merely
20 the means by which the City later breached those obligations, retaliated against Brock Eckstein
21 for refusing to certify the Mayor’s fraudulent community-service hours, and suppressed the very
22 contracts that defeat the criminal allegations (DOJ decline letter, Oct. 30, 2025, p. 1). Defendants
23 appear to rely on a background statement in Plaintiffs’ complaint that the “basis” of Plaintiffs

1 action is the forensic audit, the demand letter, and the criminal referrals. Defs. Mot to Strike,
2 p.9:18-19. While those are a basis, they are not the only basis for relief. As Defendants are no
3 doubt aware, Plaintiffs make claims in their complaint that the Mayor and Defendant McHaddad
4 spread lies that Brock Eckstein was a thief to others in the community. *See* Pls. Comp. ¶55:17-
5 19; and ¶60:13-14. While the Defendants have attempted to narrowly construe and pigeonhole
6 Plaintiffs’ complaint, it must be liberally construed. ORCP 12A.

7 Plaintiffs’ Breach of Contract claim alleges that the City breached the contracts by failing
8 to pay owed compensation exceeding \$300,000 in unused stipends, grant bonuses, PERS/HSA
9 contributions, and benefits. *See* Pls. Compl. ¶37. Notably, Plaintiffs Unjust Enrichment and ORS
10 652 claims do not even make any mention of the forensic audit, demand letter, or criminal
11 referrals. *Id.* at ¶¶ 41-45. These claims do not “arise out of” any activity contemplated by ORS
12 31.150(2).

13 Oregon courts look to the “specific conduct targeted” by each claim, not to the collateral
14 petitioning activity that happened later. *Bryant v. Recall for Lowell’s Future Comm.*, 286 Or App
15 691, 698 (2017); *Mouktabis v. Clackamas Cnty.*, 327 Or App 763, 770 (2023). Here, the
16 protected activity is collateral. The claims would exist even if the City had never investigated,
17 never sent a demand letter, and never referred the matter to DOJ. The core contract, wage,
18 unjust-enrichment, and declaratory-judgment claims do not “arise out of” any protected activity
19 under ORS 31.150(2) because their gravamen is the City’s breach of long-standing, budgeted,
20 and performed contractual obligations that existed years before the February 2025 “audit.” The
21 investigation, demand letter, and criminal referral were merely the retaliatory means by which
22 the City breached those obligations and attempted to cover the Mayor’s own misconduct and
23 advance Defendant McHaddad’s career. Therefore, Because Defendants have not carried their

1 threshold burden under Prong 1 to show that these claims “arise out of” protected activity, the
2 motion must be denied as to Breach of Contract, Unjust Enrichment, and ORS 652 without
3 reaching Prong 2.

4 **2. Defendants’ motion fails Prong 2 because the Plaintiffs’ have submitted substantial**
5 **evidence to support a prima facie case.**

6 At the outset, this is a special motion to strike under ORS 31.150. While obvious, it bears
7 repeating here because many of Defendants’ arguments appear to be centered on a failure to state
8 a claim theory or a motion to make more definite and certain theory. Those are not applicable
9 here. The only question at issue, assuming the court reaches prong two, is whether Plaintiffs have
10 submitted substantial evidence to support a prima facie case when that evidence is viewed in a
11 light most favorable to them. ORS 31.150(4); *Palmer v. Olson*, 335 Or App 586, 592 (2024);
12 *Young v. Davis*, 259 Or App 497, 508 (2013).

13 Even if the Court reaches Prong 2 on any claim, Plaintiffs have submitted overwhelming
14 admissible evidence establishing a probability of prevailing on every element, viewed in the light
15 most favorable to Plaintiffs with all reasonable inferences drawn in their favor. *Id.* As the Court
16 of Appeals has stated, Plaintiffs’ burden here is not a high bar to meet. *Id.* The Defendants’
17 assertions are directly contradicted by documentary evidence and sworn testimony that requires a
18 trial. At this stage, however, the Court is not to make specific findings of fact or weigh evidence.
19 It must simply determine if Plaintiffs have submitted evidence that would meet the elements of
20 each claim. Below, Plaintiffs submit evidence that meets and exceeds their burden under ORS
21 31.150(4). Because Plaintiffs have met this burden, this Court must deny Defendants’ Motion to
22 Strike. This case should be heard by a jury.

23 ///

1 ***a. Breach of Contract.***

2 To prevail on breach of contract, Plaintiffs must prove offer, acceptance, mutual assent,
3 consideration, breach, and resulting damages *Feenaughty v. Beall*, 91 Or 654, 661 (1919); *Shaw*
4 *Wholesale Co. v. Hackbarth*, 102 Or 80, 94 (1921)). While this Court need not reach this
5 argument because it does not “arise out of” ORS 31.150 (*see supra*), Plaintiffs have nonetheless
6 submitted substantial evidence in support of a *prima facie* case.

7 The March 18, 2021, Employment Agreement constitutes the offer and acceptance: the
8 City hired Brock as Pro-Tem Administrator at a \$125,000 annual equivalent with explicit
9 reversion to the pre-existing municipal consulting agreement for at least twelve months after
10 training, plus six months’ training pay in lieu of cash severance and one full year of paid
11 insurance premiums. Decl. of Andrew McHaddad, Exs. 9-12. The March 1, 2021 Severance
12 Agreement and January 8, 2019 Olympus Fitness Services Agreement supply additional
13 consideration and mutual assent. The City itself budgeted the exact \$12,000 annual line item for
14 the consulting contract and paid the invoices for years. The City breached by failing to pay the
15 remaining three months of training/severance pay and other items owed, terminating Brock’s
16 health insurance early without notice, refusing to honor the never-cancelled consulting contract
17 after March 2025, and suppressing the contracts during the DOJ investigation. Damages include
18 unpaid wages, benefits, lost Joseph consulting income, and the \$3,000,000 estimated in the
19 Complaint. These claims do not arise out of protected activity. The investigation was collateral to
20 the pre-existing contractual obligations.

21 That the Defendants are allegedly “unaware” of these contracts is a red herring at this
22 stage. Still, Plaintiffs have submitted evidence proving that Defendants were aware. *See* Decl. of
23 Cheyanne Hafer, ¶3; Decl. of Risa Hallgarth, ¶3. At best, Defendants’ apparent “unawareness”

1 of these contracts is a fact issue for a jury, and Plaintiffs would be pleased to the extent
2 Defendants persist with this argument. *See* Pls. Compl. ¶¶82-85. There is no dispute that the
3 contracts exist, and the Defendants themselves acknowledge this by attaching them to their
4 declaration. McHaddad Decl., Ex. 9-12. Defendants are free to make whatever arguments they
5 choose, but the mere existence of the contracts and their breach defeats Defendants' motion with
6 respect to this specific claim. Even under a Prong 2 analysis which this court need not reach,
7 Plaintiffs prevail as a matter of law because they have made a *prima facie* case.

8 ***b. Unjust Enrichment.***

9 Unjust enrichment requires (1) a benefit conferred, (2) the recipient's awareness of the
10 benefit, and (3) circumstances making retention unjust because the plaintiff had a reasonable
11 expectation of payment or society's reasonable expectations of security of person and property
12 would be defeated by non-payment. *Robinowitz v. Pozzi*, 127 Or App 464, 467 (1994). Plaintiff
13 Brock Eckstein conferred massive benefits to Defendants in secured grants, three months of
14 training, ongoing municipal consulting services through February 2025, and other services. Decl.
15 of Risa Hallgarth, ¶6. The City was fully aware of the benefit in that it paid the invoices,
16 budgeted the exact amounts, and its own employees repeatedly told McHaddad the contracts
17 existed. *See, e.g.* Declaration of Cheyanne Hafer, ¶3. Further, the City was obviously aware that
18 Brock Eckstein was performing work for them because he was their City Administrator and
19 attended council meetings. Retention of the benefit is unjust without full payment. The City
20 received millions in grant benefits because of Plaintiff Eckstein's work. Decl. of Risa Hallgarth,
21 ¶6. It must not be allowed to avoid payment.

22 Defendants argue that Plaintiffs' unjust enrichment claim must be dismissed because
23 Plaintiffs' also make a claim for breach of contract. Defs. Mot to Strike, p. 17:4-20. Defendants'

1 argument here, while irrelevant because Plaintiffs have already made a *prima facie* case, is
2 intellectually dishonest. First, alternative pleadings are expressly allowed by the Oregon Rules of
3 Civil Procedure. ORCP 16D.⁵ Second, Defendants cannot on one hand argue that Plaintiffs
4 breach of contract claim must be dismissed because the contract(s) are invalid, and then on the
5 other hand argue that Plaintiffs have no unjust enrichment claim because they had contracts.
6 Defs. Mot. to Strike, p. 17:4-20. ORCP 16D exists precisely for these reasons.

7 *c. Violation of ORS 652 et seq.*

8 ORS 652.140 requires final wages to be paid by the end of the first business day after
9 termination. Willful non-payment of wages triggers a penalty of eight hours' wages per day up to
10 thirty days. ORS 652.150. Plaintiff Brock Eckstein's employment contract required six months'
11 training pay and one year of paid insurance. McHaddad Decl., Ex. 9 p.2-5. The City paid neither
12 in full and terminated insurance without notice. Decl. of Laura Eckstein, ¶15. Further, the City
13 failed to compensate Eckstein his agreed upon compensation due to his work bringing in federal
14 grants. *Id.* Plaintiff sent demands for payment prior to litigation. Decl. of Rainie Adams., Ex. 3.
15 The penalty runs from the due date. Defendants' failure to pay or in any way acknowledge the
16 demand is demonstrative of willfulness. This is a statutory wage claim that arises from the
17 employment relationship itself. A statutory wage claim under ORS 652 does not arise out of any
18 portion of ORS 31.150. Even still, Plaintiffs have presented substantial evidence that makes a
19 *prima facie* claim.

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21 ⁵ ORCP 16D: "Consistency in pleading alternative statements. Inconsistent claims or defenses are
22 not objectionable and, when a party is in doubt as to which of two or more statements of fact is
23 true, the party may allege them in the alternative. A party may also state as many separate claims
or defenses as the party has, regardless of consistency and whether based on legal or equitable
grounds or both. All statements must be made subject to the obligation set forth in Rule 17."

1 ***d. Abuse of Process.***

2 Abuse of process is “the perversion of legal procedure to accomplish an ulterior purpose
3 when the procedure is commenced in proper form and with probable cause.” *Kelly v. McBarron*,
4 258 Or 149, 154, 482 P2d 187 (1971). Abuse of process requires (1) an ulterior purpose
5 unrelated to the process, (2) a willful act in the use of the process that is improper in the regular
6 conduct of the proceeding, and (3) an arrest or seizure of property. *Columbia County v. Sande*,
7 175 Or App 400, 408 (2001); *Lee v. Mitchell*, 152 Or App 159, 179 (1998)).

8 The ulterior purpose at issue here was retaliation for Brock Eckstein’s refusal to rubber-
9 stamp the Mayor’s fraudulent community-service hours and to deflect scrutiny from the Mayor’s
10 2023 assault conviction immediately preceding the Mayor and City Administrator’s election.
11 Decl. of Brock Eckstein, ¶¶22-25. The willful improper acts include but are not limited to the
12 criminal referral to DOJ while suppressing the contracts, the September 26, 2025 demand letter,
13 and McHaddad’s attestation to impossible snow-removal hours on the community-service log
14 when he was living 400 miles away in Sodaville. McHaddad Decl. ¶¶2,28. Pls. Compl., Ex. B.
15 Seizure of property includes the willful retention of payment owed to Plaintiffs. Decl. of Laura
16 Eckstein ¶22. As discussed further *infra*, the litigation privilege does not apply because the
17 purpose was improper and retaliatory. *Palmer v. Olson*, 335 Or App 586 (2024). Plaintiffs have
18 presented substantial evidence of a prima facie case.

19 ***e. Libel, Slander, and Defamation.***

20 Defamation requires (1) a false statement, (2) publication, and (3) harm (or per se). *National*
21 *Union Fire Ins. Co. v. Starplex Corp.*, 220 Or App 560, 584 (2008); *Wallulis v. Dymowski*, 323
22 Or 337 (1996). The September 26, 2025, demand letter falsely accused Brock of
23 “misappropriating city funds for personal expenses,” “allowing staff to pay personal debts and

1 insurance with city funds,” and operating the gym with city money. McHaddad Decl. Ex. 7.
2 McHaddad and Mayor Johnson took these statements and repeated them to individuals wholly
3 unrelated to the investigation. Decl. of Cheyanne Hafer, ¶4; Decl. of Laura Eckstein, ¶20, Decl.
4 of Twila Ivins, ¶¶2-6; Decl. of Jill Williamson, ¶2. The statements are defamatory *per se* in the
5 employment context. *L&D of Oregon, Inc. v. American States Ins. Co.*, 171 Or App 17 (2000).
6 The Defendants actions caused special harm including lost income and exacerbated PTSD.
7 ORCP 20E(1)⁶; Decl. of Brock Eckstein ¶40; Decl. of Laura Eckstein, ¶23.

8 Defendants argue that they are protected, as a matter of law, by executive privilege and
9 litigation privilege.⁷ “Oregon recognizes two forms of privilege, absolute and qualified.” Tort
10 Law in Oregon § 5.4-3(a)(1) (2024 ed.). Qualified privilege can be overcome by a showing of
11 bad faith or malice while absolute privilege is a complete bar and precludes liability regardless of
12 state of mind. *See Wallulis v. Dymowski*, 323 Ore. 337, 348, 918 P.2d 755 (1996).

13 Here, Defendants assert the “litigation” privilege. They assert that because the
14 investigation and demand letter were a part of a “judicial proceeding” that absolute privilege
15 applies. Defendants however, paint with too broad a brush. In addition to omitting the other
16 defamatory statements not connected with the DOJ investigation, they also omit the controlling
17 precedent that the Oregon Supreme Court provided in 2002. In *DeLong v. Yu Enterprises*, 334 Or

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19

20 ⁶ ORCP 20E(1): “In an action for libel or slander it shall not be necessary to state in the complaint
21 any extrinsic facts for the purpose of showing the application to the plaintiff of the defamatory
22 matter out of which the cause of action arose; but it shall be sufficient to state generally that the
23 same was published or spoken concerning the plaintiff. If such allegation is controverted, the
24 plaintiff shall be bound to establish on the trial that it was so published or spoken.”

25 ⁷ We note that Defendants’ rely on “executive” privilege. Because Defendants cite *Johnson v.*
26 *Brown*, 193 Or App 375 in support of their argument, we assume they intend to rely on “absolute”
27 privilege, which is what *Johnson* discusses in the context of executive officers.

1 166 (2002), the Oregon Supreme Court decided whether a report of an alleged crime to law
2 enforcement is subject to a defense of qualified privilege or absolute privilege. In *Delong*, the
3 Plaintiff and Defendant were embroiled in a dispute. *Id.* at 169. The Defendant was an owner of
4 a hotel. *Id.* Plaintiff was the manager. *Id.* The Defendant fired Plaintiff and then went to the
5 Springfield, Oregon police with accusations that, during the time Plaintiff managed the hotel,
6 money and hotel property had disappeared. *Id.* Notably, Defendant did not even directly accuse
7 Plaintiff of stealing the money, he merely asked that the police investigate. The District Attorney
8 found probable cause and charged the Plaintiff with theft, however, the charges were later
9 dismissed. *Id.* On these facts, the Plaintiff sued the Defendant. The Defendant asserted an
10 *absolute* privilege defense because he was making a report to law enforcement and moved for a
11 directed verdict at the close of Plaintiff’s case-in-chief. *Id.* The trial court denied the motion. *Id.*
12 at 170. The Oregon Court of Appeals reversed. *Id.* However, the Oregon Supreme Court
13 accepted review and held: “We are satisfied that the prevailing common-law rule—that informal
14 statements to police made before the initiation of criminal proceedings enjoy only a qualified
15 privilege—is the appropriate one.” *Id.* at 174 (emphasis added). Here, Defendants’ complaint to
16 DOJ regarding Plaintiffs was made prior to a criminal proceeding—because a criminal
17 proceeding never happened.

18 At the outset, Plaintiffs allege other conduct in their complaint sufficient to make a *prima*
19 *facie* case, even if absolute privilege applied. However, Defendants’ arguments that their report
20 to the DOJ is “absolutely” privileged is wrong. *Delong* specifically applies, controls, and remains
21 good law. As in *Delong*, the statement at issue here enjoys only the qualified privilege. The
22 qualified privilege is overcome upon a showing that the defamatory statement was not made in
23 good faith. A qualified privilege may be waived if not pleaded. *Hodges v. Hopkins Automotive*

1 *Supply, Inc.*, 47 Or App 693, 695 (1980) (trial judge did not err in refusing to instruct jury on
2 issue of qualified privilege because the defendant had neglected to raise privilege defense in his
3 answer). Here, Defendants have not raised a qualified privilege defense. They rely solely on
4 absolute privilege. In any event, even to the extent Defendants were to make a tardy assertion in
5 their reply that the qualified privilege applies, it cannot prevail. Plaintiffs have submitted
6 substantial evidence to establish a *prima facie* case that Defendants motives in submitting
7 complaints to the Union County Sheriff and the Oregon Department of Justice were in bad faith.
8 Grass does not grow in the wintertime in Elgin. Thus, it is highly unlikely that Mayor Johnson
9 spent 10 hours mowing a tiny lawn at the Elgin Museum and Historical Society on February 17,
10 2024, when the high temperature was 39°F and the low was 22°F. Nevertheless, he asked Brock
11 Eckstein to certify his community service hours. Brock Eckstein refused and a criminal
12 investigation was initiated. Alex McHaddad, though, had no problem supervising and approving
13 the hours even though he was living and working full-time 400 miles away in Sodaville, Oregon.
14 These are issues of fact. Defendants are entitled to explain this to a Union County jury.

15 The qualified privilege does not protect gratuitous third-party statements or retaliatory
16 misuse of process. Defendants cherry-pick from Plaintiffs complaint in support of their
17 proposition that Plaintiffs’ complaint is based solely on the DOJ referral. Def. Mot. to Strike, p.
18 9:18-19. It is not. While the DOJ referral is certainly the genesis of the issue, this is not the only
19 allegation of defamation that Plaintiffs make. Specifically, Defendant McHaddad had multiple
20 conversations and spread rumors that Plaintiff Eckstein was a criminal. One example is when
21 McHaddad called a community member into his office to discuss the allegations. Declaration of
22 Twila Ivins. Another example is when Mayor Johnson falsely told a local citizen during what
23 was an unsolicited conversation that the City was engaged in a “**federal audit**” investigating

1 Brock Eckstein and that he was “running it.” Decl. of Jill Williamson, ¶2.

2 Conveniently, Defendants Motion to Strike fails to point to these portions of Plaintiffs’
3 complaint that make allegations of defamation other than the DOJ referral. Specifically,
4 Plaintiffs allege that “Defendants published false and defamatory oral statements, including in
5 communications with the City of Joseph **and others before, during, and after the criminal**
6 **referrals**, accusing Plaintiffs of criminal misconduct without probable cause or any evidence in
7 support of Defendants’ statements.” *Pls. Comp.* ¶60. Plaintiffs further allege: “Defendants placed
8 Plaintiffs in a false light before the public through the demand letter, referrals, **and other**
9 **conversations**, portraying them as thieves and misappropriators, which was highly offensive to a
10 reasonable person and known to be false.” *Id.* at ¶64.

11 ***f. False Light.***

12 False-light invasion of privacy requires publicity placing Plaintiffs in a highly offensive
13 false light with knowledge or reckless disregard of falsity. *Marleau v. Truck Ins. Exchange*, 333
14 Or 82, 92 (2001). The same false accusations of theft and fraud to citizens in the community,
15 combined with the criminal referral placed the Plaintiffs in a highly offensive false light. The
16 DOJ’s ultimate conclusion that the contracts “directly addressed” the allegations assists in the
17 falsity and Defendants’ reckless disregard.

18 Defendants’ appear to argue that Plaintiffs’ claims fail because the “material in the
19 demand and criminal referral was true.” Defs. Mot. to Strike, p. 20:12-13. This is a bald assertion
20 of fact. It is the definition of a fact at issue, and the type of fact that a jury should decide.

21 Defendants’ accusations were highly offensive. *See generally*, Decl. of Laura Eckstein. Plaintiff
22 contends that he absolutely did not misuse city credit cards. *See generally*, Decl. of Brock
23 Eckstein. His contract explicitly allowed it. Decl. of Risa Hallgarth, ¶5. Defendants knew, or at a

1 minimum, recklessly disregarded that the accusations were false because they were aware of the
2 contracts. Decl. of Cheyanne Hafer, ¶3. The Plaintiffs have presented substantial evidence of a
3 *prima facie* case. This claim survives both prongs.

4 ***g. Intentional Interference with Economic Relations.***

5 The elements of intentional interference with economic relations are (1) an existing or
6 prospective economic relationship, (2) intentional interference, (3) by improper means or for
7 improper purpose, (4) causation, and (5) damages. *Allen v. Hall*, 328 Or 276, 281 (1999).
8 Plaintiffs had a prospective contract with the City of Joseph and other prospective clients.
9 McHaddad and Mayor Johnson intentionally interfered by an unsolicited discussion of the
10 “ongoing investigation” with citizens and third parties uninvolved in the proceedings and
11 directing Joseph officials to the City’s attorney. McHaddad Decl. ¶26; Decl. of Twila Ivins, ¶¶2-
12 6; Decl. of Cheyanne Hafer, ¶4. The means were improper—retaliation and falsehoods—and
13 caused the contract cancellation and lost income. The privilege does not apply to third-party
14 communications made for an improper retaliatory purpose.

15 Defendants devote one sentence in their motion to this claim. Defs. Mot. to Strike, p. 20.
16 Once again, Defendants argue that “truthfully reporting something is not wrongful.” *Id.* Once
17 again, that is an issue of material fact and the Plaintiffs would welcome the scrutiny of a jury.

18 ***h. Intentional Infliction of Emotional Distress.***

19 IIED requires (1) intent or recklessness to cause severe emotional distress, (2) causation of
20 severe distress, and (3) conduct exceeding any reasonable limit of social toleration. *Patton v. J.C.*
21 *Penney Co.*, 301 Or 117, 122 (1986). Defendants intentionally retaliated against a combat
22 veteran with known PTSD/TBI by launching a baseless criminal investigation, suppressing the
23 exonerating contracts, and publicly accusing him of theft—all to cover the Mayor’s own

1 misconduct. Defendants though, compare that to “temporary annoyance or injured feelings that
2 can result from friction and rudeness among people in day-to-day life.” Defs. Mot. to Strike, p.
3 21:12-13 (*quoting Hetfield v. Bostwick*, 136 Or App 305, 308 (1995)). The conduct is
4 outrageous, caused severe distress, and exceeds social bounds.

5 The conduct is outrageous for all of the reasons stated above. Not the least of which is
6 that the Mayor of Elgin, Oregon beat up a woman at a bar, and was sentenced to probation and
7 40 hours of community service. Pls. Compl. Ex. B. The mayor then tried to convince Brock
8 Eckstein to sign for him. Decl. of Brock Eckstein. When Brock Eckstein declined to sign, he
9 convinced the new City Administrator, Defendant McHaddad (who he wanted to fire) to sign.
10 The City Administrator signed for him and told the Court that he supervised the community
11 service. The problem was, at the time McHaddad says he supervised the Mayor, he was living
12 and working 400 miles away in Linn County Oregon. Decl. of Rainie Adams, Ex. 2. After all of
13 this, these Defendants initiated a criminal investigation and told members of the community that
14 Brock Eckstein was a thief. That—is outrageous. It is not, as the Defendants argue, the
15 “temporary annoyance or injured feelings that can result from friction and rudeness among
16 people in day-to-day life.”

17 Brock Eckstein suffered. Laura Eckstein faired the same. She sought medical attention
18 and help from counselors while she was deployed in a combat zone. The distress was
19 overwhelming and far exceeded the bounds of social toleration. A jury must hear this.

20 *i. Negligence and Negligent Infliction of Emotional Distress*

21 Defendants argue that Plaintiffs negligence claims are barred because they do not have a
22 “special relationship.” Defs. Mot. to Strike, p. 21:24-25. To prevail on negligence, Plaintiffs need
23 only show a foreseeable risk of harm to a protected interest, unreasonable conduct, causation,

1 and damages. *Son v. Ashland Community Healthcare Services*, 239 Or App 495, 506 (2010).
2 They have done so. Defendants owed and breached a duty of reasonable care in investigating
3 public funds and verifying court-ordered community-service hours. Defendants also breached
4 their own employee handbook which requires that “Reports of unlawful or improper conduct will
5 be kept confidential to the extent allowed by law and consistent with the need to conduct an
6 impartial and efficient investigation.”⁸ They failed to review the contracts they themselves
7 signed and budgeted, and suppressed the exonerating contracts from the DOJ. This directly
8 caused foreseeable economic harm (unpaid wages and lost Joseph contract) and severe emotional
9 distress to a combat veteran with known PTSD/TBI — a protected interest under both *Tomlinson*
10 *v. Metropolitan Pediatrics, LLC*, 362 Or 431, 452-54 (2018) (independent standard of care from
11 contract and official duty) and *Curtis v. MRI Imaging Services II*, 327 Or 9 (1998). *Conway v.*
12 *Pacific University*, 324 Or 231 (1996), is inapposite here. the claims are not limited to pure
13 emotional-distress damages, and the ongoing contractual and public official relationship supplies
14 the independent duty of care that *Conway* itself recognizes is sufficient. The same evidence
15 satisfies NIED. Plaintiffs have therefore established a probability of prevailing on their
16 negligence claims.

17 CONCLUSION

18 For the foregoing reasons, Defendants have failed to carry their burden under either
19 prong of ORS 31.150. The breach-of-contract, unjust-enrichment, and ORS 652 wage claims do
20 not arise out of any protected activity because their gravamen is the City’s breach of long-
21 standing, budgeted, and performed contractual obligations that existed years before the February

22 _____
23 ⁸ City of Elgin, Oregon Employee Handbook, p. 13. Accessed on March 27, 2026 at
<https://sites.google.com/cityofelginor.org/elgin-city-hall/other/personnel-handbook?authuser=0>

1 2025 audit. Even on the tort claims that arguably satisfy Prong 1, Plaintiffs have presented
2 substantial admissible evidence of a *prima facie* case. Viewed in the light most favorable to
3 Plaintiffs, the evidence establishes a probability of prevailing on every element and defeats any
4 qualified privilege through clear evidence of retaliatory motive and improper purpose. Plaintiffs
5 therefore respectfully request that the Court deny Defendants' Special Motion to Strike in its
6 entirety. Because the motion seeks to dismiss meritorious claims without any basis in fact, and is
7 supported by a declaration that is untrue, Plaintiffs further request an award of their reasonable
8 attorney fees and costs incurred in opposing the motion pursuant to ORS 31.152(3) and ORCP
9 68. Plaintiffs also request leave to amend the Complaint if the Court determines any deficiency
10 exists.

11 A jury should hear this case.

12
13 **DATED** this 27th day of March 2026.

14 Respectfully submitted,

15 **FIR LAW GROUP**

16 /s/ Ryan Adams

17 Ryan Adams, OSB 150778

18 Ryan@FirLawGroup.com

19 *Of Attorneys for Plaintiffs*

20 Trial Attorney: Ryan Adams

21

22

23

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I caused the foregoing **PLAINTIFFS RESPONSE TO**
3 **DEFENDANTS SPECIAL MOTION TO STRIKE; DECLARATION BROCK**
4 **ECKSTEIN; DECLARATION OF LAURA ECKSTEIN; DECLARATION OF RISA**
5 **HALLGARTH; DECLARATION OF CHEYANNE HAFER; and DECLARATION OF**
6 **TWILA IVINS; DECLARATION OF JILL WILLIAMSON; DECLARATION OF**
7 **RAINIE ADAMS** to be served on:

8 Mr. Jared M Ahern, and
9 Mr. Roman Hernandez
10 Cable Huston LLP
11 1455 SW Broadway Ste 1500
12 Portland OR 97201
13 jahern@cablehuston.com

14 Of attorneys for all Defendants

15 by the following methods:

- 16 1. **MAILING** a full, true, and correct copy thereof in a sealed, postage-paid envelope,
17 addressed as shown above, and deposited with the US Postal Service (first class mail) on
18 the date set forth below; and
19 2. By causing a full, true, and correct courtesy copy thereof to be sent by **ELECTRONIC**
20 **MAIL** to the parties, at the parties' last known email address listed above on the date set
21 forth below.

22 **DATED** this 27th day of March 2026.

23 Respectfully submitted,

FIR LAW GROUP

/s/ Ryan Adams
Ryan Adams, OSB 150778
Ryan@FirLawGroup.com
Of Attorneys for Plaintiffs

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

BROCK ECKSTEIN; and,
LAURA ECKSTEIN,

Plaintiffs,

v.

CITY OF ELGIN, OREGON, a municipal corporation of the State of Oregon; **ALEX MCHADDAD**, in both his official capacity as Elgin City Administrator and in his personal capacity; **STANLEY JAMES JOHNSON**, in his official capacity as Mayor of Elgin, Oregon and in his personal capacity,

Defendants.

Case No.: 26CV06926

DECLARATION OF BROCK ECKSTEIN

I, Brock Eckstein, declare as follows:

1.

I am over the age of 18 years and competent to make this declaration. I have personal knowledge of facts set forth herein, and if called as a witness, I could and would competently testify to them under oath.

2.

I make this declaration based upon my direct personal involvement as the former elected and Pro Tem City Administrator of the City of Elgin, Oregon, as a municipal consultant through Laura Eckstein Law, LLC (“LEL”), and as a party to this litigation in the Circuit Court of the State of Oregon for the County of Union.

3.

1 My Background and Service. I am a highly decorated United States Army combat
2 veteran. I have served multiple tours in combat zones and was wounded in combat on multiple
3 occasions. I am the recipient of the Purple Heart award and the Army Commendation Medal with
4 “V” (valor) device for acts of bravery under enemy fire. I led men in battle during multiple
5 combat deployments to Iraq. As a direct result of my service and wounds, I suffer from complex
6 combat-related Post-Traumatic Stress Disorder (PTSD) and a Traumatic Brain Injury (TBI).

7 4.

8 My wife, Laura Eckstein, is a decorated United States Army officer, a licensed Oregon
9 attorney, owner of Laura Eckstein Law, LLC (hereinafter LEL), and former Municipal Judge for
10 the City of Elgin. In 2024 and 2025, Laura was deployed overseas in a combat zone, serving our
11 nation while separated from me, our children, and our grandchildren. Prior to her deployment,
12 Laura met with the Elgin City Council and informed them of her impending military obligations.
13 Defendants knew or should have known of her overseas service and its impact on our family.

14 5.

15 Laura became Elgin’s Municipal Court Judge in 2017 before we were married. Laura’s
16 separate municipal judge contract dated back to August 7, 2017 and was between her
17 individually as Judge and the City, not under LEL.

18 6.

19 Employment, Contracts, and Transition. In early 2021, due to the high stress of the City
20 Administrator position exacerbating my TBI and PTSD, I resigned as elected City Administrator
21 to pursue private business interests, including municipal consulting for multiple small cities
22 through LEL. Then-Mayor Allan Duffy agreed to take over the City Administrator position, and
23 resigned from his elected mayoral office. However, he refused to do so unless I agreed to provide

1 the City with municipal consulting services to support him in his new duties. The City Council
2 agreed, and we entered into the municipal consulting agreement between LEL and the City dated
3 March 1, 2021, with me as consultant. At the same time, as part of my resignation, the City and I
4 entered into a Severance Agreement and Full Release, also dated March 1, 2021. The City
5 acknowledged \$19,696.92 in unpaid vacation and benefits owed to me. Due to budget
6 constraints, the City agreed to satisfy part of this obligation through in-kind transfer of a laptop,
7 electronics, and tools I had used for City projects performed outside my regular duties (including
8 repairing City Hall subfloors, pouring concrete pads for the museum and RV Park, and
9 constructing retaining walls).

10 7.

11 Allan Duffy resigned as Mayor on or about January 21, 2021, and began serving as Pro
12 Tem City Administrator. On that same date, the City Council appointed then-City Council
13 President Risa Hallgarth as Pro Tem Mayor. The City Council then voted Councilor Rocky
14 Burgess to serve as Council President to replace Risa. Mayor Hallgarth fulfilled the remaining 23
15 months of Allan's mayoral term.

16 8.

17 Less than three weeks after my resignation, my replacement, Allan Duffy, abruptly
18 resigned for his own medical reasons. Initially upon Allan's resignation, I continued to act as
19 municipal consultant under the LEL consulting contract. However, it soon became obvious that
20 that arrangement would not be financially tenable for the City, so the City and I began specific
21 negotiations to come up with ways that would compensate me fairly and still fit within the City's
22 financial constraints. The City then re-hired me as Pro Tem City Administrator under the March
23 18, 2021 Employment Agreement. This contract provided for a \$125,000 annual salary

1 equivalent, including non-traditional in-kind compensation such as communication, fuel,
2 equipment, and technology stipends (usable for mental health services). It also entitled me to
3 grant bonuses of \$2,500 for every \$50,000 in grants I secured for City projects and extra
4 PERS/HSA contributions. Throughout my Elgin career, I secured approximately \$12,000,000 in
5 grants and federal funding for the City's benefit.

6 9.

7 During the time the municipal services contract and employment contract were
8 negotiated and executed, I was not the City Administrator. I was asked to come in because the
9 City Council needed my help, as Allan's abrupt departure left the City without an Administrator.
10 The provisions of these contracts were negotiated over multiple sessions/meetings primarily with
11 Mayor Pro Tem Risa Hallgarth and City Council members David Reed, JT Thorne, Mary West,
12 and Martin.

13 10.

14 In 2018, Laura and I – under Eckstein Enterprises – purchased the fitness facility (gym)
15 located at the Community Center in Elgin, from a private owner. The Community Center is not
16 owned by the City. We later organized Olympus Fitness LLC and entered into the January 8,
17 2019 Services Agreement with the Elgin Parks and Recreation District, which allocated costs for
18 gym improvements. The Elgin Parks and Recreation District is a “special district” governed by
19 the Community Center Board, and an entirely separate entity from the City. However, during
20 periods of my roughly 10-year career with the City, the City had a management agreement with
21 the Parks and Recreation District. As soon as Mayor Johnson was elected, this agreement ended,
22 as the Community Center Board no longer wanted to be associated with the City after Mayor
23 Johnson's bar fight with a woman.

1 11.

2 As noted above, the City and I entered into a municipal administrative consulting
3 agreement with LEL dated March 1, 2021. My March 18, 2021 Employment Agreement
4 expressly provided that, at the conclusion of the training period, the City and I would “revert
5 back to the consultant agreement ... for a period of no less than twelve (12) months,” after which
6 it would become month-to-month. Upon the conclusion of the period when I was training Alex
7 and was a city employee, I did resume my services under the LEL municipal consulting
8 agreement, as agreed to in the employment contract. My municipal consulting contract through
9 LEL has still never been cancelled by the City.

10 12.

11 When each contract was signed between me and the City, the City’s copy was left with
12 City staff. As such, Alex, as City Administrator, had access to those documents. Further I have
13 specific knowledge that several of his employees told him about the contracts.

14 13.

15 My municipal consulting contract was specifically budgeted for in the City budget. In the
16 first year Alex took over as Administrator – Budget Year 2024-25 – my contract was budgeted in
17 the amount of \$12,000 (\$1,000/month) under General Fund, Professional Services. In the same
18 Budget Year 2024-25 (and in all previous years back to 2017), Laura’s Municipal Judge contract
19 is budgeted for a separate/additional \$12,000 (\$1,000/month) in a separate section under Public
20 Safety. Thus, the official City budget accounted for both separate contracts (\$2,000/month).
21 Alex’s denial of this contract is in direct contradiction to what is recorded in the City budget,
22 which undergoes Budget Committee review, citizen input, City Council approval, and official
23 third-party audit scrutiny. Ex. 9 is a true and accurate copy of Elgin’s budget in FY 24-25.

1 14.

2 Shortly before Laura deployed overseas – approximately June 2024 – Laura and I met in
3 person with Alex for lunch at Elgin Station and had in-depth discussion regarding both my
4 municipal consulting contract and Laura’s separate municipal judge contract. Alex and I
5 specifically talked about all of the support services I could continue to provide the City, since the
6 City was already under that contract. Alex was fully on board with, and excited about, this
7 support and there were no indications of any issues with the contract. Laura and Alex discussed
8 the municipal judge contract, and Laura offered to release the City if they wanted to find a
9 replacement judge, given that she was deploying. Alex affirmatively brought up that the City
10 Charter required a judge, and that he expressly wanted Laura to continue, even on the
11 deployment. (She had previously conducted virtual court sessions during Covid and dwhile she
12 was away at Army training.) The City opted to conduct court hearings only as need. The lunch
13 meeting was warm and friendly, with all three of us making positive plans for the future. My
14 feeling left from that discussion was we felt like a cooperative team. There were no indications
15 of any problems.

16 15.

17 During the 2024 transition when Alex came on and I left, at the request of City staff, I
18 went to City Hall to upload the files onto the City’s stand-alone serve in the server room (back by
19 the break room). I personally uploaded directly onto the City’s data server my extensive cloud-
20 based file system with City documentation in my possession (resolutions, contracts, receipts,
21 etc.). Alex had access to all of that documentation.

22 16.

23

1 provided training for three months ending July 1, 2024. I continued providing substantial on-
2 demand consulting support into 2025. I trained Cheyenne on payroll, trained other staff
3 members, assisted with eviction notices at the RV Park, assisted employees with grievances
4 against the Mayor, etc. Any time City staff called, I answered and assisted. Alex was regularly
5 not available to employees. Even in that very small office setting with only a handful of
6 employees, he insisted that employees email him with questions.

7 20.

8 In July 2024, while I was providing municipal consulting services to the City, and was
9 called to deal with an employee vehicle crash outside of Elgin. City employees (Tyler Crook,
10 Kenneth Cox) and Union County Sheriff's Deputy Morris Capers – who was assigned to the City
11 of Elgin under its law enforcement contract – could not get ahold of Alex, so they called me to
12 assist. I showed up at the hospital in La Grande at night on a weekend to assist with the
13 employee and coordinate next steps with the City. I did this in my official contractor capacity in
14 support of the City (the Sheriff's Office reached out), and for no other reason.

15 21.

16 For the first week he was on the job, Alex was “no call, no show.” I would sit at City Hall
17 waiting for Alex to show up, and even texted the Mayor wondering what to do. The Mayor
18 responded by text: “Fire him.” On April 15 2024, Alex had showed up late again, and the Mayor
19 said via text: “Ia will go ahead and write him up. Go ahead and call pre-loss still if you would
20 please. I think we still have grounds to get rid of him.” Exhibit 2 is a true and accurate copy of
21 text messages I received from Mayor James Johnson on April 15, 2024.

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22.

On July 8, 2023, Mayor Johnson was involved in an intoxicated altercation at the Elgin Station in which he allegedly assaulted a female. He was later charged with assault in the fourth degree and disorderly conduct. In November 2023, he pleaded guilty to offensively touching a female and was ordered to complete at least 40 hours of community service.

23.

After the altercation, I spoke with the Union County Sheriff and was informed that Mayor Johnson said to law enforcement upon contact: “Do you know who I am?” and threatened that if they had him arrested, he would get them fired.

24.

Shortly after his conviction, Mayor Johnson approached me and requested assistance in fulfilling his court-ordered community service through City-related projects. As his subordinate and an employee of the City, I expressed serious ethical concerns about the appearance of impropriety. I refused to approve or sign off on any court-related documentation without proper oversight and insisted that any such arrangement be presented transparently to the City Council for formal approval in open session. I also refused to allow Mayor Johnson to “double dip” by receiving community service credit while also receiving a separate benefit in connection with constructing an outbuilding for the Elgin Historical Society.

25.

After I left the City Administrator position, Alex McHaddad (the Mayor’s subordinate) signed off on the Mayor’s community service hours for the Union County Circuit Court. On the Community Service Log filed by Mayor Johnson in his criminal case, Alex attested that the Mayor had completed 31.5 hours during January and February 2024 at the Elgin Fire

1 Department, the Elgin Museum and Historical Society, and the Elgin Opera House. However, on
2 every date listed and signed for by Alex on the log, he was the Administrator/Recorder for
3 Sodaville, Oregon, and was not employed by the City of Elgin. Moreover, even after he was
4 hired as Pro Tem City Administrator for Elgin, Alex was not in any position of authority in any
5 of those three organizations for which he attested. For every single date that Alex signed for
6 alleged work done by the Mayor (10 specific days), Alex was not even associated with the City
7 in any capacity.

8 26.

9 Contrary to the Defendants’ assertions that they launched their investigation on good
10 faith, Alex and the Mayor have repeatedly demonstrated that this standard has only been applied
11 to who they perceive as enemies or impediments. I believe that their investigation was pursued
12 and wielded as a weapon against me, and it has had devastating consequences for me and my
13 family. Meanwhile, the Mayor has engaged in unethical and illegal behavior, which Alex
14 apparently chose not to “investigate” or take action on but, rather, facilitated.

15 27.

16 Specifically, in the spring of 2024 (while I was training Alex), I was sitting in Alex’s
17 office at City Hall when he was presented with evidence of forgery. City Ordinance Officer
18 Robert Griffin called Alex and I – the call was on speaker – to report that the Mayor had
19 summoned Griffin to his personal business – Johnson Quality Construction – because he wanted
20 Griffin to submit a union grievance against Public Safety Director Hillary Wilhelm. Griffin
21 expressed that he didn’t want to sign or submit it, so the Mayor signed Griffin’s name. Alex and I
22 told Griffin to report back to City Hall so we could discuss the matter further. As soon as Griffin
23 hung up, Alex stated to me: “Oh wow, that’s fraud.” When Griffin came to the office where we

1 were sitting together, he repeated the same events. I then left Alex’s office to assist other City
2 employees, per my contract.

3 28.

4 Alex later told me that the Mayor submitted the alleged grievance by Griffin to Alex for
5 action against Hillary. I asked him what he was going to do about this, as he was now the City
6 Administrator, and Alex said these specific words to me: “That’s forgery. That’s a crime.” Alex
7 further said that after the Mayor submitted the document, he spoke with Griffin, who told him
8 that he did not agree to that document and he “did not sign it.” However, upon information and
9 belief, Alex did not initiate an investigation into the Mayor’s behavior, did not raise it to the City
10 Council, and took no action against the Mayor, despite his direct knowledge of the Mayor’s
11 actions. We have no evidence that Alex forward the matter to law enforcement.

12 29.

13 Mayor Johnson has a pattern of demanding special treatment as Mayor for himself and
14 his family. When he perceives that someone will not give him preferential treatment, he rages
15 and threatens whoever he considers to be standing in the way. In 2024, the Mayor’s father,
16 Stanley Johnson, was living at the Hu Na Ha RV Park in Elgin, which is owned and operated by
17 the City of Elgin. Mr. Johnson had multiple complaints and violations of RV Park rules, and
18 received multiple verbal and written warnings from City staff – more than for other citizens
19 because his son was the Mayor and because City employees were afraid of him. City staff were
20 so afraid of moving forward with the eviction against Mr. Johnson that I had to sign the eviction
21 notice because the office employees were fearful to put their name on it, because of retaliation.

22 30.

23

1 knockers were finally placed on his properties (multiple times), the Mayor demanded that the
2 entire front office staff be fired. I explained that was illegal and refused to do so. This resulted in
3 the City staff being terrified of taking any action to enforce rules against the Mayor that applied
4 to every other taxpayer, for fear of his retaliation against him.

5 33.

6 On June 13, 2023, the Mayor texted me, upset that door knockers had been placed at his
7 properties. He expressed that he believed should have been treated differently because he was the
8 Mayor. Exhibit 4 is a true and accurate copy of text messages I received from James Johnson on
9 February 21, 2024. In February 2024, City staff informed me that even after the Mayor paid his
10 past due accounts with the City, three out of his four accounts had payments returned for
11 insufficient funds (NSF) twice in the previous month. Exhibit 5 is a true and correct copy of text
12 messages from Cheyanne Hafer to me on February 21, 2024.

13 34.

14 Short-term rental ban. Mayor Johnson owns or operates multiple short-term rental houses
15 in the City of Elgin. While I was City Administrator, the Mayor tried to push through an
16 ordinance that would ban others from operating additional short-term rentals in Elgin. I advised
17 the Mayor not to undertake such an effort, due to his direct conflict of interest, but he persisted
18 anyway. On June 28, 2023, the Mayor had a special work session to discuss, among other things,
19 establishing an ordinance to prohibit new short-term rentals. On September 12, 2023 at the
20 regular City Council meeting, the Mayor's proposed ordinance was discussed. Ultimately, while
21 I was City Administrator, the Mayor's attempts to institute the ban were unsuccessful.

22 35.

23

1 review – sometimes those meetings lasted for hours while I answered every question from
2 Committee members. After the Committee meetings, the expenditures were referred to the City
3 Council. At each City Council meeting, the Council voted to pay the bills, after all questions
4 were answered. This was a three-level check system (with the yearly third-party audit being the
5 third check) for every purchase.

6 38.

7 Any investigation or report is only as good as the information that goes into it; this is why
8 it is so egregious that Alex and the City suppressed the contracts and the forensic auditor never
9 had the basic information that explained almost everything raised in the report. For example, the
10 May 5, 2025 Investigation Report attached to Alex’s Declaration states: “Theft by Deception:
11 Falsely claiming the existence of a City contract entailing monthly payments” – when there was,
12 in fact, such a contract in place. Similarly, the report claims “False Invoices: Subject contacted
13 City staff in August 2024 claiming he had a contract entitling him to a monthly consulting
14 retainer fee of \$1,000 and was paid at \$8,000 in aggregate from September 2024 – February
15 2025.” This proves that Alex and the City were on notice that there was a contract, and I was
16 being paid according to that contract. Other allegations of “Use of City-issued credit cards to pay
17 personal expenses” show extensive purchases that were squarely City expenses. The report notes
18 that “Subject also received a 100% employer-paid health insurance plan from separation of
19 employment in July 2024 – February 2025 . . .” – this was expressly provided for in my
20 employment contract. The claim of “Theft of Property: Retaining at a personal residence during
21 and after employment purchased with a City-issued credit card” is, again, entirely provided for
22 and explained by contracts that the City failed to provide to the forensic auditor. The list goes on
23 and on.

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39.

Claims of “coding” expenses incorrectly are ironic, given that the most recent third-party City audit – for Alex’s first year as City Administrator – states that “2025-004 Significant Deficiency: During our payroll testing, we identified a variance of \$54,585 between the general ledger and Form 941 filings. This difference resulted from the City coding certain employer-paid payroll taxes to wage accounts” under Alex’s watch.

40.

The forensic audit report claims that “Fraudulent Credit Card Purchases: Subject allegedly used City-issued credit cards to pay for personal expenses at least 97 times from November 2017 to February 2025 aggregating \$24,820.08.” Of the supposed 97 “personal” expenditures listed in the spreadsheet attached to the forensic audit report, 42 of them were for monthly Adobe subscriptions for City business by City employees; three were for Dell / Microsoft Office subscriptions for City business, four were for Apple for equipment used by City Councilors, and 31 were for Amazon purchases, which was where most City office purchases were made, given Elgin’s remote location. Every expense listed in the forensic audit report is easily explained with no wrongdoing, yet Alex, the Mayor, and the City pressed forward causing significant damage to me and my family financially, emotionally, and reputationally, even though they knew the fragile state I was in with my PTSD and TBI diagnosis, and they knew that my wife was deployed overseas. It was cruel, baseless, and in my opinion, malicious.

41.

Moreover, Wyatt Baum knew back in 2021 that I was performing municipal consulting for small cities through LEL, and recommended me to the City of Joseph, where we entered into

1 the same municipal consulting contract. He and I worked closely together in Joseph, and Wyatt
2 knew I was contracting in that capacity.

3 42.

4 In an October 1, 2025 email from Wyatt Baum to attorney Wes Williams (CCd to me),
5 Wyatt tacitly acknowledged my LEL municipal consulting contract with the City: “We would
6 also request a copy of all emails sent by Mr. Eckstein in his official capacity while working for
7 Eckstein Law and the City and a copy of the City’s file held by Eckstein Law.” This is
8 acknowledgement that I was a LEL employee; there could be no such file if the City were not a
9 client under the municipal consulting agreement.

10 43.

11 Defendants suppressed my contracts during the criminal investigation, failing to produce
12 them despite DOJ requests in July and September 2025. After I provided my copies of the
13 contracts to the DOJ, the Department declined prosecution on October 30, 2025, finding
14 insufficient evidence of criminal conduct and specifically noting that the contracts explained the
15 expenditures.

16 44.

17 In his December 2, 2025 letter, City Attorney Wyatt Baum made the false statement that
18 “Risa Hallgarth was never the mayor of Elgin,” which he repeated again, saying “she was never
19 appointed to be mayor.” Moreover, Mr. Baum made these statements to argue that my contracts
20 with the City were somehow not legitimate, because they were signed by Risa Hallgarth. It is a
21 serious thing for the City attorney to make this kind of misstatement in his official capacity to the
22 DOJ in an effort to seek criminal prosecution against me. Even the present Mayor, James
23 Johnson, acknowledges that Risa Hallgarth was the mayor. Exhibit 7 is a true and accurate copy

1 of a social media post from Elgin Mayor James Johnson acknowledging that Risa Hallgarth was
2 the mayor.

3 45.

4 Alex also made defamatory statements to third parties, including in meetings with City of
5 Joseph councilors and others. These actions were reckless and defamatory and directly resulted
6 in significant pecuniary loss and reputational damage, from which we have not yet recovered.
7 Similarly, Joseph City officials had expressed the intention to hire Laura as Municipal Judge
8 upon her return from deployment, but that prospective contract has also been lost as a direct
9 result of Alex's actions.

10 46.

11 I was interim City Administrator for the City of Joseph from 2021 to 2022. I had nothing
12 to do with the unspecified allegations from Alex regarding the City of Joseph – they had an
13 actual City Administrator from 2022 to the present. One of the reasons Wyatt originally brought
14 me on to assist Joseph was because of serious issues that were occurring well before I got there.
15 Working with Wyatt, I took swift and effective action to stem the problems in Joseph from top to
16 bottom. While I was there, I accounted for Joseph's funds down to the penny, and oversaw the
17 transfer of Joseph's accounting software. I had to deal with the previous accounting firm who
18 was stonewalling and causing audit delays, and even had to get Wyatt involved to demand the
19 documents from the old accounting firm. This is all thoroughly documented. I was a part of the
20 solution, and was recognized by the City of Joseph for my work. There is simply no basis to
21 imply that I had any wrongdoing in my dealings with the City of Joseph.

22 47.

23

1 set up and was known to City employees and contractors (contractors including the Union
2 County Sherriff’s Office, myself, and Laura as Municipal Judge), and I entered the building as
3 usual. The City had not withdrawn my authority to enter the building. As noted below, I entered
4 in the same manner just weeks prior, and Alex and I even joked about it via text.

5 50.

6 For instance, previously when I went into the office after hours, this would be recorded
7 on video, and Alex asked me about it; it was not an issue whatsoever. One example is on January
8 7, 2025 when I went into City Hall to look through Laura’s Municipal Judge desk in the “judge’s
9 chambers” office at City Hall that I shared with Laura (with Laura’s permission) to search for my
10 passport in preparation to fly to visit Laura on her overseas deployment. The next day, Alex
11 texted me to ask whether he had been at City Hall, and I confirmed. Alex then responded: “Oh
12 good, I thought the ghost had visited again.”

13

14 51.

15 On February 18, 2025, Alex and I were texting regarding software access codes (ID.me
16 and Adobe) for City business. I had just returned from overseas visiting Laura on her
17 deployment. On February 19, 2025, I delivered some electronic equipment to City Hall.
18 Previously, while I was City Administrator, there had been issues with the City recording
19 equipment for meetings, so I purchased equipment on Amazon for a new sound recording system
20 for the City to try to get things working. After it was clear that the new recording equipment was
21 not going to work to solve the technical issues (staff and even outside help could not make it
22 work, despite multiple efforts) – and it was to late to return them (having been used) – because
23 those items were also clearly within the purview of equipment under my employment contract, I

1 opted to use those items as credit toward the compensation owed under the contract in order to
2 ensure those equipment items did not go to waste. There was no “sneaking in” on February 19,
3 2025, and certainly no “breaking in.” I was the one who ordered the security system and cameras
4 for the building and had them installed. In no way was I ever trying to hide anything, and this
5 implication is knowingly and recklessly misleading. My delivering items back for City use was
6 legitimate and in good faith.

7 52.

8 In February 2025 when I began hearing from multiple people in town that Alex was
9 investigating purchases I made while I was City Administrator, I was confused why he didn’t
10 simply ask me, because I knew the purchases were in accordance with our contracts, and I knew
11 that Alex was aware of the contracts – because I specifically told him about them the previous
12 year. I emailed him on February 24, 2025 to try to explain some of the things I had been hearing
13 about, and I offered to answer any questions he had. Alex didn’t respond and never asked me
14 basic questions that could have cleared everything up. Also, my February 24, 2025, email to Alex
15 shows my signature line as: “Brock Eckstein, Municipal and Business Consultant, Laura
16 Eckstein Law, LLC” which I was still in that capacity with under the LEL municipal consulting
17 contract with the City at the time.

18
19 **I hereby declare that the above statement is true to the best of my knowledge and belief and**
20 **that I understand it is made for use as evidence in court and is subject to penalty for perjury.**

21 **DATED** this 27th day of March 2026.

22
23 
Brock Eckstein

Jun 17, 2024 at 10:43 PM

are we paying Brock a hundred bucks an
for contracted Services the city did not
ove this this is something that was said
e school board meeting tonight I will not
ove this neither will my counsel



Idk about what was said about Brock. He's been
collecting a salary still, his rate for planning work
is \$500 per month for 7 hours or \$1000 for 10,
something along those lines

19:32

I think his salary ends this month

19:33



Those rates were never voted upon by the council



Just fyi

10:44

From James FYI

Jun 19, 2024 at 11:29 AM

Well.... it'll save you guys \$12k 😂

Alright, got some answers. Apparently, Cheyanne wrote the letter and emailed it to Alex for approval and signature, so he signed it and Jason delivered it.

Get your grievance done, then the next step is to call a special session OR emergency session. The person you file against has the right to choose.

I'm not happy man this is way out of line we also are going to need to terminate Alex are we for sure that he's a no call no show

They have too much time on their hands

Yeah, none of the staff have heard from him, I figured he'd at least call you.

I'm feeling pretty disregard by this....

Nope no call

I do not trust the staff I will now need to communicate probably by email only

Apr 15, 2024 at 6:33 AM

Morning sir the more I thinking about the situation at city hall the more pist off I get won't be long and I will probably go public with the way I have been treated I was elected by the people to work for the people...

I didn't fight the union because I wanted to help protect the employees and the amount of respect I have been given in return is ridiculous I have to do something or I will forever be Scene as weak

Hey just rolled up!

He*

5 minutes late .. I will go ahead and write him up

Go ahead and call pre-loss still if you would please I think we still have grounds to get rid of him

I also want to view the camera footage in City Hall between 7:00 a.m. and 7:10 a.m.

Sounds good.

Do you want any updates?

Haha, sounds like a blizzard of a day!
How are you holding up?

Be better if I wasn't actively running a fever through it 😓

Man, that's rough. Tyler called me a bit ago, union meeting at 9?

Yessir

Okay. I'll be there. How do you want me to help?

At the moment I'm wondering at which point we get the city attorney involved.

Want me to give him a jingle?

I think it's advisable to let him know there's a situation. James was pretty upset when we talked with him and he talked about doing something that would invite litigation.

Apr 11, 2024 at 1:03 PM

Hey man, I'm not sure if you're out sick today, but heads up, City Hall is on fire right now. The Mayor came in today on his father's behalf about the warning letter he got at the RV park and freaked the office staff out pretty bad. I just got notice they filed three grievances through the union against him for hostile work environment.

Still out with the flu. I came in yesterday a little bit but didn't want to get anyone sick.
I got the notice a few minutes ago.

Okay, just keeping you in the loop, I think I've got them all at a distance for now.

Thanks

Can I stop by City Hall before I left this morning to let them know I had to make a run to Portland apparently my wife had to paid my water bills yet instead of them just saying hey mayor he need to take care of this they sent a door knocker to every one of my properties

How cute

Feb 21, 2024 at 8:44 AM

Cheyenne Wilhelm

Good morning, Brock! I just wanted to give you a heads up, and maybe ask for some advice?

The picture is from one of James water accounts, we have had his "past due" payment returned to us twice since door knockers went out on 2/12. 3 out of 4 accounts have had 2 payments returned to us since 2/12.

How would you like me to proceed with this? Normally with an NSF door knocker payment I just instantly shut them off, and make them cash only and pay in full....

Account Information	
Billing Date	02/05/2024
Account Number	2740
Account Type	Utility
Due Date	02/20/2024
Paperless	<input type="checkbox"/>

Total Charges	
Water	\$40.00
Sewer	\$41.25
Street User Fee	\$10.00
Statement Charges:	\$91.25
Past Due Balance	\$110.50
Statement Balance	\$201.75
Payment on: 02/12/2024	\$-110.50
Payment Returned on: 02/15/2024	\$110.50
Payment on: 02/15/2024	\$-115.00
Payment Returned on: 02/21/2024	\$115.00
Door Knocker - : 02/12/2024	\$17.50
NSF - Xpress NSF Return: 02/15/2024	\$20.00
Amount Due:	\$239.25



Planning Commission Meeting

Tuesday, September 10, 2024 at 6:30 pm

Meeting Location

Elgin City Hall, 790 South 8th Avenue, Elgin, Oregon 97827

For More Information, Please Contact Alex McHaddad, City Administrator/Recorder, at (541) 437-2253 or cityadm@cityofelginor.org

Zoom Information

Join Zoom Meeting

<https://zoom.us/j/91306965666?pwd=c2dHckZ0M1JBNXV6bnNSVSsvQ0VLdz09>

Meeting ID: 913 0696 5666

Passcode: 785646

One tap mobile

+12532158782,,91306965666#,,,,*785646# US (Tacoma)

Dial by your location

+1 253 215 8782 US (Tacoma)

Meeting ID: 913 0696 5666

Passcode: 785646

Meeting Agenda

1. **6:30pm Call to Order and Flag Salute**
2. **Roll Call**
3. **Revise/Approve Agenda**
4. **Public Comment**
5. **Public Hearing**
6. **Administration Matters**
 - a. **Short Term Rentals Regulatory Framework**

The Planning Commission has discussed elements of a potential regulatory framework for Airbnb's. Items to consider for potential ordinance recommendations to deliver to Council have so far included a ban on new short-term rentals, allowing short-term rentals as a conditional use rather than a variance, charging a City TRT tax, and requiring short-term rentals to comply with health and safety standards currently applied to hotels in the State of Oregon. The Planning Commission is empowered to make a recommendation to Council

regarding changes to City Ordinances, and new City Resolutions, regarding short-term rentals.

7. Good of the Order

8. Next Meeting Dates

9. Adjournment

CITIZENS CONCERNS (3 Min. please sign in to speak; Council to receive information for future consideration, no decisions made at this time you may only speak on future items you would like to see on an agenda, NOTHING ELSE. All hand outs and correspondence must go through the city administrator the Wednesday prior to the meeting date by 12:00 pm before the council can receive a copy.)

THE ELGIN CITY COUNCIL RESERVES THE RIGHT TO CALL EXECUTIVE SESSIONS FOR ANY PURPOSE UNDER ORS 192.660

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to:

Alex McHaddad (541) 437-2253 City Administrator

Contact: Alex McHaddad, City Administrator (cityadm@cityofelginor.org 541-437-2253) | Agenda published on 09/04/2024 at 2:30 PM

Mayor S. James Johnson's Post



Mayor S. James Johnson is 😊 feeling blessed.

October 28, 2023 · 🌐



With some awesome cooperation with the state and the city staff as well as myself, we were able to pull a permit to shut down main street for our annual Trunk-or-Treat on 10/31/2023 from 4:00pm -6:00pm. I will keep this on my list to do annually. Thank you to all those who help put this event on. And a special thank you to former mayor Risa Hallgarth for the phone call and suggestion to get this done.




Jill Williamson



Do you have any vandalism at the Community Center?



541-280-1468

 New messages and calls are secured with end-to-end encryption. Only people in this chat can read, listen to, or share them. [Learn more](#)

FEB 15 AT 5:41 PM

Hi Brock!

I just head about your case against Elgin, James and Alex.

James told me a bunch of stuff regarding their recent audit and has been accusing you of a lot 9f improper use of funds for person use, such as to buy 20-30k in hobby game stuff. While I absolutely do not want to see the city sued, I did not believe his allegations and I am tired of his behavior and retaliation. I have been on the receiving end of his ignorance and him claiming I was going behind the majors back attempting to bring grant opportunities to Elgin, when providing the Chamber with information on a grant opportunity. Im a so tired of his behavior!!!



*I just heard...

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 1

001 General Fund 07/01/2024 To: 06/30/2025

Revenues	Amt Budgeted	Revenues	Remaining	
380 Non Revenues				
388 10 00 00 Prior Period Adjustment - Revenues	0.00	0.00	0.00	0.0%
380 Non Revenues	0.00	0.00	0.00	0.0%

001 Begining Fund Balance

308 Beginning Balances				
308 80 00 01 Beginning Fund Balance	70,000.00	0.00	70,000.00	0.0%
308 Beginning Balances	70,000.00	0.00	70,000.00	0.0%
001 Begining Fund Balance	70,000.00	0.00	70,000.00	0.0%

002 Fee's, Licenses, Permits, Fines, Assessments

320 Licenses & Permits				
321 90 00 00 Business Licenses	500.00	0.00	500.00	0.0%
322 10 00 00 Zoning Fees	2,500.00	0.00	2,500.00	0.0%
320 Licenses & Permits	3,000.00	0.00	3,000.00	0.0%
002 Fee's, Licenses, Permits, Fines, Assessments	3,000.00	0.00	3,000.00	0.0%

003 Federal, State, Local And All Other Grants, G

330 State Generated Revenues				
334 06 90 03 Planning Grant	1,000.00	0.00	1,000.00	0.0%
330 State Generated Revenues	1,000.00	0.00	1,000.00	0.0%
003 Federal, State, Local And All Other Grants, G	1,000.00	0.00	1,000.00	0.0%

005 Interfund Transfers

397 Interfund Transfers				
397 00 00 21 Transfer In From Sewer	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
005 Interfund Transfers	0.00	0.00	0.00	0.0%

006 All Other Resources

310 Taxes				
313 06 94 00 Liquor Excise Tax	30,000.00	0.00	30,000.00	0.0%
313 90 00 01 Cigarette Tax	2,100.00	0.00	2,100.00	0.0%
316 41 00 00 Electric Franchise Tax	58,000.00	0.00	58,000.00	0.0%
316 43 00 00 Gas Franchise Tax	34,000.00	0.00	34,000.00	0.0%

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 2

001 General Fund 07/01/2024 To: 06/30/2025

	Amt Budgeted	Revenues	Remaining	
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310 Taxes

316 47 00 00 Telephone Franchise Tax	6,000.00	0.00	6,000.00	0.0%
310 Taxes	130,100.00	0.00	130,100.00	0.0%

330 State Generated Revenues

335 00 00 00 State Revenue Sharing	23,000.00	0.00	23,000.00	0.0%
330 State Generated Revenues	23,000.00	0.00	23,000.00	0.0%

360 Investment Interest

360 11 00 01 Interest	2,000.00	0.00	2,000.00	0.0%
369 90 00 10 Hay Sales Revenue	2,500.00	0.00	2,500.00	0.0%
390 90 00 01 Miscellaneous Income	1,000.00	0.00	1,000.00	0.0%
360 Investment Interest	5,500.00	0.00	5,500.00	0.0%

390 Other Revenues

390 00 00 00 Contracted Services - Head Life Guard	0.00	0.00	0.00	0.0%
390 00 00 03 Contracted Services - Admin	0.00	0.00	0.00	0.0%
390 00 00 04 Contracted Services - Life Guards	0.00	0.00	0.00	0.0%
390 00 00 05 Contracted Services - Utility Biller	0.00	0.00	0.00	0.0%
390 Other Revenues	0.00	0.00	0.00	0.0%

006 All Other Resources	158,600.00	0.00	158,600.00	0.0%
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007 Property Tax

310 Taxes

311 10 00 01 Property Tax Revenue - Current	480,000.00	0.00	480,000.00	0.0%
311 10 00 02 Property Tax Revenue - Prior Year	25,000.00	0.00	25,000.00	0.0%
310 Taxes	505,000.00	0.00	505,000.00	0.0%

007 Property Tax	505,000.00	0.00	505,000.00	0.0%
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Fund Revenues:	737,600.00	0.00	737,600.00	0.0%
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	Amt Budgeted	Expenditures	Remaining	
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580 Non Expenditures

588 10 00 00 Prior Period(s) Adjustments - Other Costs Allocations	0.00	0.00	0.00	0.0%
589 99 89 99 Payroll Clearing - Draw	0.00	0.00	0.00	0.0%
589 99 99 99 Payroll Clearing	0.00	0.00	0.00	0.0%
580 Non Expenditures	0.00	0.00	0.00	0.0%

100 Personnel Services

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 3

001 General Fund 07/01/2024 To: 06/30/2025

Expenditures	Amt Budgeted	Expenditures	Remaining	
516 Personnel				
513 20 10 01 Administration Wages	142,000.00	0.00	142,000.00	0.0%
001 Administrator	142,000.00	0.00	142,000.00	0.0%
557 20 10 13 Head Life Guard Wages	0.00	0.00	0.00	0.0%
013 Head Lifeguard	0.00	0.00	0.00	0.0%
557 20 10 14 Life Guard Wages	0.00	0.00	0.00	0.0%
014 Lifeguard	0.00	0.00	0.00	0.0%
513 20 20 90 Personnel Benefits	41,000.00	0.00	41,000.00	0.0%
090 Personnel Benefits	41,000.00	0.00	41,000.00	0.0%
516 Personnel	183,000.00	0.00	183,000.00	0.0%
100 Personnel Services	183,000.00	0.00	183,000.00	0.0%

101 Materials & Services

511 Legislative

511 10 43 00 City Council Travel	1,000.00	0.00	1,000.00	0.0%
511 10 49 10 Donations/Scholarship	5,000.00	0.00	5,000.00	0.0%
511 40 49 00 City Council Training	1,000.00	0.00	1,000.00	0.0%
511 50 49 00 Professional Meetings	1,500.00	0.00	1,500.00	0.0%
511 Legislative	8,500.00	0.00	8,500.00	0.0%

514 Finance

514 10 31 00 Office Supplies	1,350.00	0.00	1,350.00	0.0%
514 10 35 00 Office Equipment: Copier Lease	3,000.00	0.00	3,000.00	0.0%
514 10 41 02 Professional Services	12,000.00	0.00	12,000.00	0.0%
514 10 41 03 Audit Services	16,000.00	0.00	16,000.00	0.0%
514 10 41 04 Computer Services	500.00	0.00	500.00	0.0%
514 10 42 00 Communication Expenditures	5,500.00	0.00	5,500.00	0.0%
514 10 43 00 Travel Expense	2,500.00	0.00	2,500.00	0.0%
514 10 44 00 Advertizing	1,000.00	0.00	1,000.00	0.0%
514 10 45 00 Administration Training	250.00	0.00	250.00	0.0%
514 10 49 00 Dues, Subscriptions, & Memberships	1,000.00	0.00	1,000.00	0.0%
514 10 49 01 Miscellaneous Expenses	500.00	0.00	500.00	0.0%
514 20 00 00 Unemployment Costs	10,000.00	0.00	10,000.00	0.0%
514 23 49 00 Fees & Service Charges	1,200.00	0.00	1,200.00	0.0%
514 30 46 00 Insurance Expense	13,000.00	0.00	13,000.00	0.0%
514 81 45 00 Office Equipment: Software	3,000.00	0.00	3,000.00	0.0%
514 Finance	70,800.00	0.00	70,800.00	0.0%

558 Planning & Community Devel

514 20 41 00 Planning And Community Development - Professional Services	1,000.00	0.00	1,000.00	0.0%
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2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 4

001 General Fund 07/01/2024 To: 06/30/2025

Expenditures	Amt Budgeted	Expenditures	Remaining	
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558 Planning & Community Devel

558 Planning & Community Devel	1,000.00	0.00	1,000.00	0.0%
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101 Materials & Services	80,300.00	0.00	80,300.00	0.0%
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102 Capital Outlay

594 Capital Expenditures

594 14 64 01 Admin Equipment: Capital	10,000.00	0.00	10,000.00	0.0%
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594 Capital Expenditures	10,000.00	0.00	10,000.00	0.0%
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102 Capital Outlay	10,000.00	0.00	10,000.00	0.0%
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104 Interfund Transfers

597 Interfund Transfers

597 00 00 10 Transfer Out to EMS Equipment	0.00	0.00	0.00	0.0%
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597 00 00 31 Transfer Out To Ambulance Fund	0.00	0.00	0.00	0.0%
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597 00 00 33 Transfer Out To Property Fund	10,000.00	0.00	10,000.00	0.0%
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597 21 41 01 Transfer Out To Public Safety	405,000.00	0.00	405,000.00	0.0%
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597 37 00 00 Transfer Out To Solid Waste	10,000.00	0.00	10,000.00	0.0%
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597 72 31 00 Transfer Out To Library Fund	73,500.00	0.00	73,500.00	0.0%
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597 Interfund Transfers	498,500.00	0.00	498,500.00	0.0%
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104 Interfund Transfers	498,500.00	0.00	498,500.00	0.0%
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105 Contingencies

591 Debt Service

591 19 00 00 Contingency	0.00	0.00	0.00	0.0%
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591 Debt Service	0.00	0.00	0.00	0.0%
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105 Contingencies	0.00	0.00	0.00	0.0%
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107 Unappropriated

999 Ending Balance

508 80 00 01 Ending Fund Balance	0.00	0.00	0.00	0.0%
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999 Ending Balance	0.00	0.00	0.00	0.0%
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107 Unappropriated	0.00	0.00	0.00	0.0%
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Fund Expenditures:	771,800.00	0.00	771,800.00	0.0%
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2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 5

001 General Fund

07/01/2024 To: 06/30/2025

Fund Excess/(Deficit):

(34,200.00)

0.00

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 11

003 Public Safety Fund 07/01/2024 To: 06/30/2025

Revenues	Amt Budgeted	Revenues	Remaining	
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001 Begining Fund Balance

308 Beginning Balances

308 80 00 00 Beginning Fund Balance	95,000.00	0.00	95,000.00	0.0%
308 Beginning Balances	95,000.00	0.00	95,000.00	0.0%
001 Begining Fund Balance	95,000.00	0.00	95,000.00	0.0%

002 Fee's, Licenses, Permits, Fines, Assessments

320 Licenses & Permits

322 90 00 00 Dog Licenses	750.00	0.00	750.00	0.0%
320 Licenses & Permits	750.00	0.00	750.00	0.0%

340 Charges For Services

342 40 00 00 ATV Permits	500.00	0.00	500.00	0.0%
340 Charges For Services	500.00	0.00	500.00	0.0%

350 Fines & Forfeitures

352 20 00 00 Ordinance Fines	750.00	0.00	750.00	0.0%
352 90 00 00 Traffic Fines	0.00	0.00	0.00	0.0%
353 10 00 00 Shared Fines	0.00	0.00	0.00	0.0%
356 90 00 00 Other Criminal Non-Traffic Fines	1,000.00	0.00	1,000.00	0.0%
357 34 00 00 Abatements/Lien Collections	1,000.00	0.00	1,000.00	0.0%
359 00 00 00 Non-Court Fines And Penalties	0.00	0.00	0.00	0.0%
359 00 00 01 Past Fines	1,000.00	0.00	1,000.00	0.0%
350 Fines & Forfeitures	3,750.00	0.00	3,750.00	0.0%

002 Fee's, Licenses, Permits, Fines, Assessments	5,000.00	0.00	5,000.00	0.0%
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005 Interfund Transfers

397 Interfund Transfers

397 00 00 01 Transfer In From General Fund - Law Enforcement	405,000.00	0.00	405,000.00	0.0%
397 00 00 02 Transfer In From Water Fund - Legal/Abatements	20,000.00	0.00	20,000.00	0.0%
397 00 00 32 Transfer In From Sewer Fund - Legal/Abatements	20,000.00	0.00	20,000.00	0.0%
397 00 00 34 Transfer in From RV Park Fund	105,000.00	0.00	105,000.00	0.0%
397 Interfund Transfers	550,000.00	0.00	550,000.00	0.0%

005 Interfund Transfers	550,000.00	0.00	550,000.00	0.0%
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006 All Other Resources

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 12

003 Public Safety Fund 07/01/2024 To: 06/30/2025

Revenues	Amt Budgeted	Revenues	Remaining	
360 Investment Interest				
361 40 00 00 Interest	20.00	0.00	20.00	0.0%
360 Investment Interest	20.00	0.00	20.00	0.0%
006 All Other Resources	20.00	0.00	20.00	0.0%
Fund Revenues:	650,020.00	0.00	650,020.00	0.0%

Expenditures	Amt Budgeted	Expenditures	Remaining	
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100 Personnel Services

516 Personel				
516 20 10 03 Public Safety Wages (1 F.T.E.)	105,000.00	0.00	105,000.00	0.0%
516 20 10 90 Public Safety - Personnel Benefits	38,000.00	0.00	38,000.00	0.0%
003 Court Clerk	143,000.00	0.00	143,000.00	0.0%
516 20 11 24 Law Enforcement - Wages (2 F.T.E.)	0.00	0.00	0.00	0.0%
516 20 11 25 Law Enforcement - Overtime	0.00	0.00	0.00	0.0%
516 20 21 90 Law Enforcement - Personnel Benefits	0.00	0.00	0.00	0.0%
024 Law Enforcement	0.00	0.00	0.00	0.0%
516 Personel	143,000.00	0.00	143,000.00	0.0%
100 Personnel Services	143,000.00	0.00	143,000.00	0.0%

101 Materials & Services

512 Judicial				
512 10 41 04 Judicial - Legal Services	3,000.00	0.00	3,000.00	0.0%
512 50 00 01 Judicial - Training	0.00	0.00	0.00	0.0%
512 50 30 00 Judicial - Postage	0.00	0.00	0.00	0.0%
512 50 31 00 Judicial - Office & Operating Supplies	0.00	0.00	0.00	0.0%
512 50 42 00 Judicial - Communications	0.00	0.00	0.00	0.0%
512 50 43 00 Judicial - Travel	0.00	0.00	0.00	0.0%
512 50 44 00 Judicial - Advertising	0.00	0.00	0.00	0.0%
512 50 45 00 Judicial - Software	0.00	0.00	0.00	0.0%
512 50 47 00 Municipal Court Judge Contract	12,000.00	0.00	12,000.00	0.0%
512 50 49 00 Judicial - Miscellaneous	0.00	0.00	0.00	0.0%
512 50 49 02 Judicial - Dues, Subscriptions, & Memberships	0.00	0.00	0.00	0.0%
512 50 50 00 Judicial - Fees & Service Charges	0.00	0.00	0.00	0.0%
512 Judicial	15,000.00	0.00	15,000.00	0.0%

520 Security Of Persons & Property

520 10 61 00 Ordinance - Abatements	40,000.00	0.00	40,000.00	0.0%
520 50 00 04 Ordinance - Training	0.00	0.00	0.00	0.0%
520 50 30 01 Ordinance - Postage	500.00	0.00	500.00	0.0%

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 13

003 Public Safety Fund

07/01/2024 To: 06/30/2025

Expenditures	Amt Budgeted	Expenditures	Remaining	
520 Security Of Persons & Property				
520 50 31 01 Ordinance - Office & Operating Supplies	0.00	0.00	0.00	0.0%
520 50 41 00 Ordinance - Kennel Services	500.00	0.00	500.00	0.0%
520 50 42 01 Ordinance - Communications	0.00	0.00	0.00	0.0%
520 50 43 01 Ordinance - Travel	0.00	0.00	0.00	0.0%
520 50 44 01 Ordinance - Advertising	0.00	0.00	0.00	0.0%
520 50 45 01 Ordinance - Software	0.00	0.00	0.00	0.0%
520 50 49 01 Ordinance - Miscellaneous	0.00	0.00	0.00	0.0%
520 50 49 03 Ordinance - Dues, Subscriptions, & Memberships	0.00	0.00	0.00	0.0%
520 50 50 01 Ordinance - Fees & Service Charges	0.00	0.00	0.00	0.0%
520 Security Of Persons & Property	41,000.00	0.00	41,000.00	0.0%
521 Law Enforcement				
521 60 41 02 Law Enforcement Contract	351,000.00	0.00	351,000.00	0.0%
521 61 40 01 Law Enforcement - Attorney Fees	0.00	0.00	0.00	0.0%
521 61 40 02 Law Enforcement - Vehicle Maintenance	0.00	0.00	0.00	0.0%
521 61 40 03 Law Enforcement - Uniforms	0.00	0.00	0.00	0.0%
521 61 40 04 Law Enforcement - Dispatch Services	0.00	0.00	0.00	0.0%
521 61 40 05 Law Enforcement - Fuel	0.00	0.00	0.00	0.0%
521 61 40 06 Law Enforcement - Drug Prevention (D.A.R.E.)	0.00	0.00	0.00	0.0%
521 61 40 07 Law Enforcement - Equipment Repair	0.00	0.00	0.00	0.0%
521 61 40 08 Law Enforcement - Supplies and Materials	0.00	0.00	0.00	0.0%
521 61 40 09 Law Enforcement - Software	0.00	0.00	0.00	0.0%
521 61 40 10 Law Enforcement - Office Expenses	0.00	0.00	0.00	0.0%
521 61 40 11 Law Enforcement - Training	0.00	0.00	0.00	0.0%
521 61 40 12 Law Enforcement - Range Supplies	0.00	0.00	0.00	0.0%
521 61 40 13 Law Enforcement - Liability Insurance	0.00	0.00	0.00	0.0%
521 61 40 14 Law Enforcement - Property/Evidence Room	0.00	0.00	0.00	0.0%
521 61 40 15 Law Enforcement - Towing Expense	0.00	0.00	0.00	0.0%
521 Law Enforcement	351,000.00	0.00	351,000.00	0.0%
101 Materials & Services	407,000.00	0.00	407,000.00	0.0%

102 Capital Outlay

512 Judicial

512 50 00 00 Judicial - Equipment	0.00	0.00	0.00	0.0%
512 Judicial	0.00	0.00	0.00	0.0%

520 Security Of Persons & Property

520 50 00 03 Ordinance - Equipment	0.00	0.00	0.00	0.0%
520 Security Of Persons & Property	0.00	0.00	0.00	0.0%

521 Law Enforcement

2025 BUDGET POSITION

City Of Elgin

Time: 16:34:49 Date: 04/16/2024

Page: 14

003 Public Safety Fund 07/01/2024 To: 06/30/2025

Expenditures	Amt Budgeted	Expenditures	Remaining	
521 Law Enforcement				
521 50 00 00 Law Enforcement - Equipment (Deputy)	0.00	0.00	0.00	0.0%
521 61 40 16 Law Enforcement - New Vehicle	0.00	0.00	0.00	0.0%
521 61 40 17 Law Enforcement - Personnel Equipment	0.00	0.00	0.00	0.0%
521 Law Enforcement	0.00	0.00	0.00	0.0%
102 Capital Outlay	0.00	0.00	0.00	0.0%
Fund Expenditures:	550,000.00	0.00	550,000.00	0.0%
Fund Excess/(Deficit):	100,020.00	0.00		

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

BROCK ECKSTEIN; and,
LAURA ECKSTEIN,

Plaintiffs,

v.

CITY OF ELGIN, OREGON, a municipal corporation of the State of Oregon; **ALEX MCHADDAD**, in both his official capacity as Elgin City Administrator and in his personal capacity; **STANLEY JAMES JOHNSON**, in his official capacity as Mayor of Elgin, Oregon and in his personal capacity,

Defendants.

Case No.: 26CV06926

DECLARATION OF LAURA ECKSTEIN

I, Laura Eckstein, declare as follows:

1.

I am over the age of 18 years and competent to make this declaration. I have personal knowledge of facts set forth herein, and if called as a witness, I could and would competently testify to them under oath.

2.

I make this declaration based upon my direct personal involvement as the former Municipal Judge for the City of Elgin, Oregon, as owner of Laura Eckstein Law, LLC (“LEL”), and as a party to this litigation in the Circuit Court of the State of Oregon for the County of Union.

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3.

My Background and Service. I am a decorated United States Army officer and a licensed Oregon attorney. I am the owner of Laura Eckstein Law, LLC. In 2024 and 2025, I was deployed overseas in a combat zone, serving our nation while separated from my husband Brock Eckstein, our children, and our grandchildren.

4.

Prior to my deployment, I met with the Elgin City Council and informed them of my impending military obligations. Brock and I also met in person with Alex McHaddad shortly before my deployment – in approximately June of 2024 – and discussed my deployment, my judicial services contract, and Brock’s municipal services contract with LEL. Defendants knew or should have known of my overseas service and its impact on our family.

5.

Hiring as Municipal Judge. In or about June 2017, I responded to a request for applications for Municipal Court Judge with the City of Elgin, Oregon. The City was seeking to re-open its municipal court—which had been closed for approximately six years—and hold court sessions twice a month. At that time my name was Laura Jane Edwards, and I was dating Brock Eckstein, who was the elected City Administrator for Elgin. We fully disclosed our personal relationship to the Hiring Committee and City Council. Brock entirely removed himself from anything to do with my application, consideration, or hiring process.

6.

There were two applicants for the position: me and an attorney from the law firm of Baum Smith (the same firm owned by City Attorney Wyatt Baum, who was Elgin’s City Attorney at all times relevant to this case). I had 17+ years of legal experience at that time. There

1 was also a clear conflict of interest with Wyatt Baum's firm, as the City Attorney would appear
2 as the City's representative in contested cases before the Elgin Municipal Court. The Hiring
3 Committee unanimously recommended me to the City Council. On June 26, 2017, the City
4 Council appointed me to the office of Municipal Court Judge. I was sworn in on July 17, 2017 by
5 then-Mayor Allan Duffy. Hillary Wilhelm was the Court Clerk, and the Bailiff was usually Terri
6 Moore. We began holding semi-monthly court sessions shortly thereafter.

7 7.

8 Municipal Judge Contract. In or about August 2017, I individually entered into a
9 Municipal Judge Services contract with the City of Elgin. I operated continuously as Municipal
10 Court Judge under that contract and subsequent updated contracts until March 2025. At no time
11 did my law firm (LEL) ever contract with the City of Elgin for Municipal Judge services. In fact,
12 LEL did not exist at the time we entered into the original Municipal Judge contract. While I
13 eventually issued the invoices from my LEL email and later QuickBooks account, that was
14 clerical only; the contracts remained between me individually and the City.

15 8.

16 On July 11, 2019, the Elgin Public Safety Committee recommended that my monthly rate
17 increase to \$1,000.00 upon contract renewal. On August 13, 2019, the City Council approved my
18 new contract and increased my rate of pay to \$1,000 per month, effective retroactively to July 1,
19 2019. It remained \$1,000 per month from that time until the Municipal Judge contract was
20 ostensibly terminated on or about March 11, 2025. The practice for payment was that my office
21 would generate a monthly invoice for Municipal Judge services under the contract and email the
22 invoice to the City through Court Clerk Hillary Wilhelm (now Ewing). She would then issue
23 payment via check.

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9.

OMJA Conferences. For the first several years I was Municipal Judge for Elgin, I attended the Oregon Municipal Judges Association (OMJA) semi-annual conferences to receive training and coordinate with other Municipal Judges in the state to discuss best practices. I also actively participated in their email listserve. The Public Safety Committee and City Council were supportive of these efforts as we worked to establish and enhance our Municipal Court.

10.

The first OMJA Conference I attended was in March of 2018 in Bend, Oregon. I attended this conference alone and was there solely on official Elgin Municipal Court business as its Municipal Judge. As was the standard practice for all City officials attending conferences, I used a City credit card to purchase my fuel to travel to and from the conference, as well as three meals while I was there (we did this to save the City money instead of charging a “per diem” rate). The City also paid for OMJA annual membership fees as well as OMJA Conference fees each time I attended on behalf of the City. As is common practice in the legal world, the City also agreed to pay my Oregon State Bar dues, and did so on at least two occasions.

11.

It is misguided and sexist to suggest that the Municipal Judge attending the OMJA Conference constituted “family expenses,” as categorized in the so-called forensic audit, simply because my husband was the City Administrator. I performed this work at a rate far below my market rate in a sincere desire to help Elgin establish and maintain its Court. These accusations were shocking and disappointing.

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12.

Remote Court, Deployment, and Pre-Deployment Meeting. I conducted remote court sessions during the JAOBC (Judge Advocate Officer Basic Course) and during the COVID-19 pandemic to ensure continuity of court operations for the City. As noted above, in or about June 2024, shortly before my overseas deployment, Brock, Alex McHaddad, and I met for lunch at Elgin Station. We had an in-depth discussion regarding both Brock’s municipal consulting contract and my separate municipal judge contract. I offered to release the City from my judge contract because of my deployment. Alex affirmatively stated that the City Charter required a judge and that he expressly wanted me to continue, even while deployed. Alex was fully supportive and excited about the continued services by both Brock as municipal consultant, and me as municipal judge. The meeting was warm, friendly, and cooperative, with all three of us making positive plans for the future. There were no indications of any contract issues whatsoever.

13.

At the end of December 2024, Alex (through Hillary) asked me to determine dates for virtual court hearings while still on deployment. I cleared it with my military supervisor and confirmed I could begin in January 2025. Alex replied (through Hillary in writing) that he would like to restart court in March 2025, and I agreed.

14.

Contract Cancellation. On March 11, 2025, the City purported to cancel the “LEL contract for municipal judge services.” This was legally impossible because LEL never had a contract with the City for judge services—the contract was always between me individually and the City. Alex’s own emails to me repeatedly referred only to the “contract for municipal judge

1 services” and confirmed termination of “judicial services.” In any event, Alex and the City did
2 not cancel Brock’s municipal consulting contract between LEL and the City, and it arguably still
3 remains in effect.

4 15.

5 In his March 11, 2025 email exchange with me while I was on deployment, Alex implied
6 that LEL had somehow been paid more than the contracted sum. This is absolutely untrue. My
7 judicial services contract was for \$1,000 per month, and the separate LEL municipal consulting
8 contract was for a base rate of \$1,000 per month – the same as we had for other small cities,
9 including Joseph, Oregon – for a total of \$2,000 per month. Both separate contract amounts were
10 budgeted into the City budget, and paid by the City under the contracts as they should have been.
11 Further, Brock Eckstein’s employment contract required six months’ training pay and one year of
12 paid insurance to the extent Brock’s contract was terminated. The City paid neither in full and
13 terminated the insurance without notice. Further, the City failed to compensate Brock his agreed
14 upon compensation due to his work bringing in federal grants.

15 16.

16 Defamation and Tortious Interference. The Defendants’ campaign of defamation against
17 Brock and me is the central issue in this case and has caused us catastrophic reputational,
18 professional, and emotional harm. This was compounded as Brock was dealing with significant
19 mental health challenges as a result of his PTSD and TBI – which he was in the process of
20 military retirement and VA disability for – and while I was all the way across the world. I cannot
21 adequately describe the crushing stress that Defendants’ needless and malicious course of action
22 has caused for me, Brock, and our family.

23 ///

1 17.

2 In writing, Defendants published false and defamatory statements in the September 26,
3 2025 demand letter drafted by City Attorney Wyatt Baum at the direction of Mayor Johnson and
4 Alex McHaddad. That letter was shared with others and expressly accused Brock of
5 misappropriating City funds for personal expenses, allowing staff to pay personal debts and
6 insurance with City funds, purchasing gaming equipment, and using City funds for the gym
7 “operated by Mr. and Mrs. Eckstein.” Brock and I did not agree as Mr. Baum requested in that
8 letter. Then on October 30, 2025 the DOJ refused charges, and Wyatt sent his December 2, 2025
9 letter to the DOJ; we were not aware of the letter until we read it as attached to Alex’s March 10,
10 2026 Declaration. Wyatt doubled down with defamatory accusations against me specifically,
11 which I believe was retaliation: “Mr. Eckstein has used his position to enrich himself and his
12 spouse” and, further, “The investigation did not address Laura Eckstein’s use of a City-issued
13 credit card for personal purchases while serving as the municipal judge.” These accusations
14 were made with full knowledge of their falsity—the City itself drafted and was a party to the
15 very contracts that expressly authorized every one of the expenditures, or they were authorized
16 by the City Council. On information and belief, Defendants made additional written defamatory
17 statements to third parties for the purpose of destroying our reputations.

18 18.

19 Orally, Alex McHaddad made defamatory statements to third parties, including in a
20 closed-door meeting with City of Joseph councilors. Alex admits he “discussed the ongoing
21 investigation by the City of Elgin with Joseph officials” and directed them to speak with Wyatt
22 Baum. These statements directly caused the City of Joseph to cancel Brock’s consulting contract
23

1 and cancel my planned municipal judge contract with Joseph. The investigation in itself was not
2 conceived in good faith.

3 19.

4 I was scheduled to enter into a new municipal judge contract with the City of Joseph
5 upon my return from deployment in 2025. That opportunity was taken away directly because of
6 the Defendants’ defamatory and tortious conduct. Similarly, Brock lost his primary source of
7 income when the City of Joseph canceled his consulting contract—his largest and most
8 important client—directly because of the Defendants’ defamatory and tortious conduct.

9 20.

10 Mayor Stanley James Johnson actively spread false accusations against Brock (and, I
11 believe, against me) around town. Numerous Elgin citizens have come forward prepared to
12 testify to these statements. These defamatory comments culminated in public statements at
13 school board meetings—where the Mayor’s wife, Khirenda Johnson, is a sitting member—
14 claiming “Brock is going to jail.”

15 21.

16 Cheyenne Hafer (a former City employee) documented that Alex held closed-door
17 meetings with key City officials to discuss the false findings of the so-called investigation.
18 During at least one of those meetings with the Mayor, the Mayor’s wife Khirenda was invited
19 into the room and actively participated in the discussions. These private sessions, immediately
20 followed by public statements at school board meetings, were clearly calculated to destroy our
21 reputations and professional standing.

22

23

1 22.

2 These statements imputed crimes of dishonesty and moral turpitude, professional
3 misconduct, and fraud. They were unprivileged and caused special harm to my law practice, my
4 military career, Brock's consulting career, and our family's livelihood. I believe that Defendants'
5 actions were willful, malicious, and in bad faith, and that they were motivated by retaliation
6 against Brock for refusing to facilitate Mayor Johnson's improper community service
7 arrangement after his criminal conviction and other improper acts by the Mayer, and by a desire
8 to deflect public scrutiny from their own misconduct while avoiding payment of over \$300,000
9 in compensation owed to us.

10 23.

11 As a direct and proximate result, I have suffered severe emotional distress—exacerbated
12 while I was deployed overseas and separated from my family—along with profound reputational
13 harm to my law practice. I was forced to relocate to Salem, Oregon. Brock remains unemployed.

14
15 **I hereby declare that the above statement is true to the best of my knowledge and belief and**
16 **that I understand it is made for use as evidence in court and is subject to penalty for perjury.**

17
18 **DATED** this 27th day of March 2026.

19 
20 Laura Eckstein

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

BROCK ECKSTEIN; and,
LAURA ECKSTEIN,

Plaintiffs,

v.

CITY OF ELGIN, OREGON, a municipal corporation of the State of Oregon; **ALEX MCHADDAD**, in both his official capacity as Elgin City Administrator and in his personal capacity; **STANLEY JAMES JOHNSON**, in his official capacity as Mayor of Elgin, Oregon and in his personal capacity,

Defendants.

Case No.: 26CV06926

DECLARATION OF RAINIE ADAMS

I, Rainie Adams, declare as follows:

1.

I am over the age of 18 years and competent to make this declaration. I have personal knowledge of facts set forth herein, and if called as a witness, I could and would competently testify to them under oath.

2.

I researched the historical weather data in Elgin, Oregon for January 2024. Ex. 1 is a true and accurate screen capture of the weather data displayed by <https://www.timeanddate.com/weather/@5725293/historic?month=1&year=2024>. The weather displayed is in the City of Elgin, Oregon from January 3, 2024 through January 9, 2024.

Defendant Johnson's community service records purport that he was clearing snow in Elgin,

1 Oregon on January 7, 2024. Plaintiffs are ordering certified copies of the weather in Elgin,
2 Oregon from the National Weather Service.

3 3.

4 Exhibit 2 is a true and accurate copy of the City Council minutes from the City of
5 Sodaville, Oregon on March 21, 2024. The minutes show the Defendant McHaddad was present
6 on March 21, 2024 at the Sodaville City Council Meeting and was employed as the City of
7 Sodaville's City Administrator/Recorder.

8 4.

9 I have reviewed Ex. B from Plaintiffs' complaint. During January and February 2024,
10 Alex McHaddad signed 10 separate and distinct times as "supervisor" for Mayor James Johnson.
11 Exhibit 2, page 3, Item 13 shows that Alex McHaddad gave his final remarks as City
12 Administrator of Sodaville on March 21, 2024.

13 5.


14 Exhibit 3 is a true and accurate copy of an ORS 652 demand letter served on Defendants
15 on January 28, 2026.

16
17 **I hereby declare that the above statement is true to the best of my knowledge and belief and**
18 **that I understand it is made for use as evidence in court and is subject to penalty for perjury.**

19

20 **DATED** this 27th day of March 2026.

21


Rainie Adams (Mar 27, 2026 19:46:57 PDT)

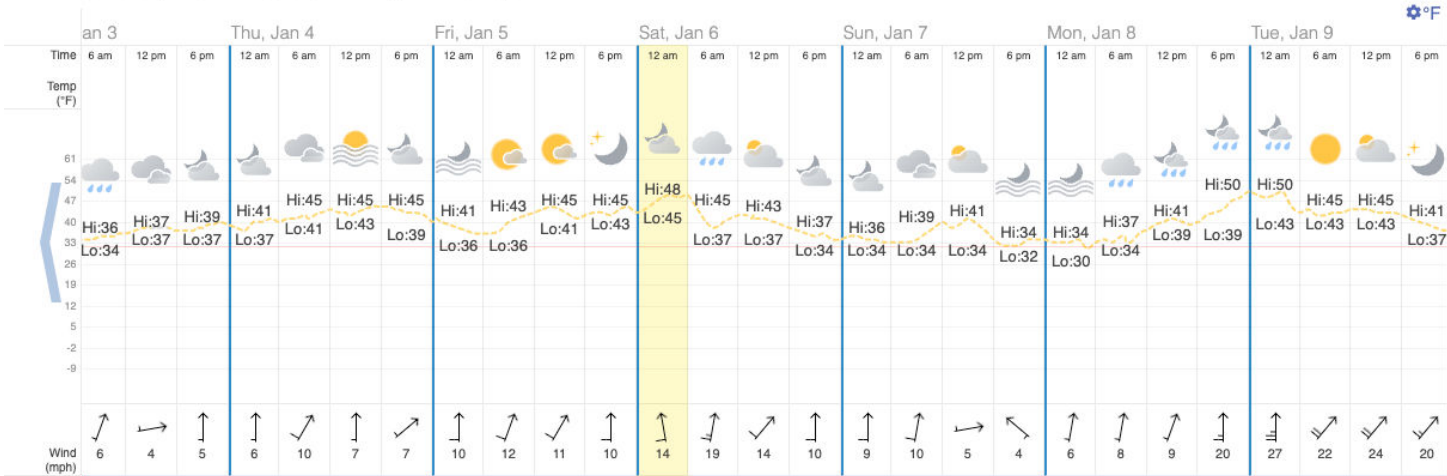
Rainie Adams

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23

Select month: January 2024

January 2024 Weather in Elgin — Graph



Saturday, January 6, 2024, 12:00 am — 6:00 am

48 / 45 °F
 Overcast.

Humidity: 38%
 Barometer: 29.8 *Hg

Wind: 13.671 mph

City of Sodaville

Regular Session Minutes

March 21, 2024

7:00 PM – City Hall

1. Call to Order

Mayor Brian Lewis called the meeting to order at 7:00PM.

2. Pledge of Allegiance

Mayor Lewis led the Pledge of Allegiance.

3. Roll Call

Councilors: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.

Staff: City Administrator/Recorder Alex McHaddad, Public Works Director J D Burns.

4. Visitors

Steve McKamey, Waterloo City Recorder Brandi Libra, Councilor Emeritus Ray Jackman, Peggy Bishop, Sarah Brown (Lebanon Local).

5. Bills

Council President Perry moved to pay outstanding bills, second by Councilor Hensley.

Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.

No: N/A.

Abstain: N/A.

Motion passes.

6. Minutes

● February 8, 2024 Work Session

○ Council President Perry moved to adopt the February 8, 2024 work session minutes, second by Councilor Parsons.

○ Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.

○ No: N/A.

○ Abstain: N/A.

○ *Motion passes.*

● February 15, 2024 Regular Meeting

○ Council President Perry moved to approve the February 15, 2024 regular session minutes, second by Councilor Olivares.

○ Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.

○ No: N/A.

○ Abstain: N/A.

○ *Motion passes.*

7. Public Comment

This is the time to speak to the City Council or Mayor on any subject **including what is listed** on this Agenda except for Public Hearings. Time limit is 3 minutes per person.

- Public comment was received from Peggy Bishop.

8. City Recorder's Report

The Council reached a consensus to work with OAWU to complete the Water Management Conservation Plan.

9. Public Works Report

- Councilor Parsons moved to donate \$200 to Sandridge Charter School for the emergency project, second by Councilor Olivares.
- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Motion passes.*

10. New Business:

A. Legal Counsel RFP

- Councilor Olivares moved to issue RFP 2024-1, second by Councilor Hensley.
- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Motion passes.*

B. OCWCOG Meals on Wheels

- *No action taken.*

C. Resolution 2024-03 LGIP Transfer

- Councilor Hensley moved to adopt Resolution 2024-03, second by Council President Perry.
- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Motion passes.*

11. Old Business

A. Audit Plan of Action

- Councilor Parsons moved to adopt the Corrective Action Plan, second by Councilor Hensley.

- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Motion passes.*

12. Council Reports

13. Public Comment

This is the time to speak to the City Council or Mayor on any subject **other than what is listed** on this Agenda except for Public Hearings. Time limit is 3 minutes per person.

- Public comment was received from Steve McKamey.
- City Administrator/Recorder Alex McHaddad gave his final remarks.

14. Adjourn

15. Executive Session - ORS 192.660 (2)(a) & (2)(i)

- Councilor Parsons moved to adjourn into executive session under ORS 192.660 (2)(a) & (2)(i), second by Councilor Olivares.
- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Executive session began at 8:08PM.*

Executive Session ended at 8:50PM.

- Councilor Parsons moved to appoint Brandi Libra City Administrator/Recorder conditional upon a background check, second by Councilor Olivares.
- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Motion passes.*
- Councilor Parsons moved to make Brandi Libra an account manager of the City's LGIP account conditional upon a background check and remove Alex McHaddad, second by Councilor Olivares.
- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
- No: N/A.
- Abstain: N/A.
- *Motion passes.*
- Councilor Hensley moved to make Brandi Libra signer on the City's Chase bank account and to give her access to a City credit card conditional upon a background check, and remove Alex McHaddad; second by Councilor Parsons.

- Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
 - No: N/A.
 - Abstain: N/A.
 - *Motion passes.*
-
- Mayor Lewis appointed Brandi Libra to be Budget Officer for the City of Sodaville for the 2024-2025 fiscal year conditional upon a background check.
 - Councilor Hensley moved to confirm Brandi Libra to be Budget Officer for the City of Sodaville for the 2024-2025 fiscal year conditional upon a background check, second by Councilor Parsons.
 - Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
 - No: N/A.
 - Abstain: N/A.
 - *Motion passes.*
-
- Council President Perry moved to increase the Public Works Director salary by 3%, second by Councilor Hensley.
 - Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
 - No: N/A.
 - Abstain: N/A.
 - *Motion passes.*
-
- Council President Perry moved to adjourn, second by Councilor Hensley.
 - Yes: Mayor Brian Lewis, Council President Roger Perry, Councilor Jeff Hensley, Councilor Adina Olivares, Councilor Joe Parsons.
 - No: N/A.
 - Abstain: N/A.
 - *Meeting adjourned at 8:59PM.*



FIR LAW GROUP

RYAN ADAMS, OSB 150778

January 28, 2026

Via electronic mail to:

Alex McHaddad, City Administrator
c/o
Wyatt S. Baum, City Attorney
Baum Smith, LLC
808 Adams Ave
PO Box 967
La Grande OR 97850
wyatt@baumsmith.com

RE: Demand for Payment of Unpaid Wages, Benefits, Stipends, Bonuses, and Penalties – Brock Eckstein and Laura Eckstein Law, LLC Notice of Intent to File Civil Action and Seek Attorney Fees under ORS 652.200

Dear Mr. Baum:

This letter serves as formal written demand for full payment of all unpaid wages, compensation, benefits, stipends, bonuses, and related amounts owed to my clients, Brock Eckstein and Laura Eckstein Law, LLC, pursuant to Oregon Revised Statutes Chapter 652 and the governing contractual agreements.

To accurately quantify the amounts due, I submitted a public records request to the City of Elgin. In response, City Administrator Alex McHaddad refused to produce the requested records without first requiring payment of a \$5,000 fee. Mr. McHaddad completely overlooked and ignored my accompanying request for a fee waiver, despite the clear public interest in transparency and the substantial cost savings that would result for all parties by resolving this matter expeditiously.

Furthermore, as previously noted in my correspondence, I have received a letter from City County Insurance Services (CIS) confirming that the City has tendered my clients' Oregon Tort Claims Act notice and that CIS has initiated its investigation. It is reasonable to assume that the very same records Mr. McHaddad seeks to charge for are being provided to CIS in the ordinary course of that investigation.

Accordingly, I request that the City immediately produce the relevant records without further delay or fee, and that payment of all amounts owed be made within ten (10) days of receipt of this letter, as set forth in the accompanying demand. Failure to comply will result in the filing of



Ryan@FirLawGroup.com



PO Box 35
Silverton, Oregon 97381



(503) 880-5900
Ex. 3, p. 1 of 3

a civil action to recover the unpaid sums, statutory penalties under ORS 652.150, and attorney fees pursuant to ORS 652.200.

1. Unpaid Amounts Owed

Under the March 18, 2021, Employment Agreement, the Severance Agreement and Full Release, and the client fee agreement between Laura Eckstein Law, LLC and the City of Elgin, the following amounts remain unpaid:

- **Grant Bonuses:** Brock Eckstein secured over \$12,000,000 in grants for the City of Elgin. Pursuant to the Employment Agreement, he is entitled to a bonus of \$2,500 per \$50,000 in grants secured (capped at \$50,000 per calendar fiscal year). Even after application of the cap, the City owes a substantial portion of the earned bonuses, which Brock Eckstein previously waived or applied to City projects in good faith. The City's repudiation of the agreement revokes any such waiver. Amount due: **not less than \$250,000.**
- **Unused Stipends and Benefits:** Technology stipend (\$15,000 per fiscal year), fuel/communication stipends, extra PERS/HSA contributions, and other non-traditional compensation. Amount due: **approximately \$150,000.**
- **Severance and Accrued Vacation/Benefits:** \$19,696.92 acknowledged in the Severance Agreement (partially satisfied in-kind, but remaining balance due). Amount due: **balance of approximately \$15,000.**
- **Client Fee Agreement (Laura Eckstein Law, LLC):** Unpaid consulting fees (\$1,000/month + \$125/hour overtime) for services rendered. Amount due: **Approximately \$10,000.**
- **Penalty Wages (ORS 652.150):** For willful failure to pay final wages upon separation, penalty wages at the rate of 8 hours per day at the regular rate until paid. Estimated penalty: **\$75,000.**

Total amount demanded: not less than \$500,000 (exact amount to be proven at trial, including interest and penalties).

2. Demand for Payment

The City of Elgin is hereby demanded to pay the full amount of unpaid wages, compensation, benefits, stipends, bonuses, and penalty wages within ten (10) days of receipt of this letter. Payment should be made by check to the address below.





FIR LAW GROUP

If payment is not received by February 7, 2026, my clients intend to file a civil action in the Circuit Court of Union County, Oregon, to recover the unpaid amounts, statutory penalties under ORS 652.150, and attorney fees and costs under ORS 652.200.

3. Notice of Intent to Seek Attorney Fees

Pursuant to ORS 652.200, this letter serves as formal written notice that my clients will seek reasonable attorney fees and costs if a civil action is commenced to recover the unpaid wages and related amounts. The City has ten (10) days from receipt of this notice to pay the claimed amounts in full to avoid liability for attorney fees.

This demand is made in good faith and does not waive any other claims (tort, contract, or otherwise) my clients may have against the City or its agents. This is not an Oregon Tort Claims Act notice (ORS 30.275); a separate OTCA notice has already been provided.

Please direct all communications regarding this request to my office.

Sincerely,

Ryan Adams

cc:
Clients
File

Enclosures:

1. Severance agreement (March 1, 2021)
2. Employment Agreement (March 18, 2021)
3. Laura Eckstein Law Agreement (March 1, 2021)
4. Email correspondence between us dated January 28, 2026



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

BROCK ECKSTEIN; and,
LAURA ECKSTEIN,

Plaintiffs,

v.

CITY OF ELGIN, OREGON, a municipal corporation of the State of Oregon; **ALEX MCHADDAD**, in both his official capacity as Elgin City Administrator and in his personal capacity; **STANLEY JAMES JOHNSON**, in his official capacity as Mayor of Elgin, Oregon and in his personal capacity,

Defendants.

Case No.: 26CV06926

DECLARATION OF JILL WILLIAMSON

I, Jill Williamson, declare as follows:

1.

My name is Jill Williamson. I am a resident of the state of Oregon. I am over 18 years old. I have personal knowledge of the facts below. To my knowledge, all of the facts contained in this declaration are true and correct. I understand this declaration will be used in court.

2.

Mayor James Johnson initiated an unsolicited conversation with me in public in Fall 2025. During that conversation, he told me that Brock Eckstein had misappropriated about \$20,000 from the City and the City was doing a “federal” audit because of this. The mayor told me he was running the audit.

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3.

I was surprised to hear this. I don't know Brock well, and don't have a close personal relationship with him, but I didn't believe this to be something he would do. I was confused as to why the mayor would tell me this because I wasn't involved and did not work for the City.

4.

I am concerned about retaliation, and I am concerned about the way local government has been handled in Elgin. I know that the mayor retaliates against people and you have reason to believe that is what happened based on your conversation with him.

I hereby declare that the above statement is true to the best of my knowledge and belief and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

DATED this 27th day of March 2026.



Jill Williamson

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Defendants.

Case No.: 26CV06926

**DECLARATION OF RISA
HALLGARTH**

I, Risa Hallgarth, declare as follows:

1.

My name is Risa Hallgarth. I am a resident of the state of Oregon. I am over 18 years old. I have personal knowledge of the facts below. To my knowledge, all of the facts contained in this declaration are true and correct. I understand this declaration will be used in court.

2.

I was the Mayor of Elgin, Oregon in 2021 and 2022. I have read the December 2, 2025 letter sent by the Elgin City Attorney, Wyatt Baum to the Oregon Department of Justice.

3.

I signed the contracts attached as exhibits 9, 10, and 12 to the Declaration of Andrew

1 McHaddad. The contracts were negotiated by both parties. The entire City Council was aware and
2 involved in the contracts. Councilor David Reed also signed the March 18, 2021 employment
3 contract. I knew and observed Mr. Reed. It is my opinion and was my observation that when he
4 signed that contract, he was of sound mind and body.

5
6 4.

7 Initially, Brock had resigned as City Administrator due to health reasons. We (council and
8 I) asked him to stay on to train Allan Duffy, his replacement. Allan quit several weeks after he
9 took the job. Council and I again asked Brock to return as the City Administrator pro tem.

10 5.

11 Brock was hesitant to agree to return as City Administrator. His mental health was suffering
12 and the City could not afford to pay him a full salary because it lacked funds. We therefore
13 specifically allowed and negotiated provisions in the contract that would make up for the lack of
14 full compensation and assist in his mental health. Brock was allowed a stipend of \$15,000 per year
15 to put towards stress relieving activities. We didn't care what he used the stipend for as long as it
16 helped his mental health and wasn't put toward anything illegal.

17 6.

18 The contract was not made in the dark. We all discussed it. The council records are terrible,
19 but I am certain we had conversations and agreed to it. I would never have signed it if I wasn't
20 authorized to do so. The contract was fair because we were asking a lot of Brock. Brock delivered.
21 He brought the City of Elgin millions of dollars in federal grant money.
22
23

1 I hereby declare that the above statement is true to the best of my knowledge and belief and that I
2 understand it is made for use as evidence in court and is subject to penalty for perjury.

3

4 **DATED** this 27th day of March 2026.

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Risa Hallgarth
Risa Hallgarth

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Defendants.

Case No.: 26CV06926

DECLARATION OF CHEYANNE HAFER

I, Cheyanne Hafer, declare as follows:

1.

My name is Cheyanne Hafer. I am a resident of the state of Oregon. I am over 18 years old. I have personal knowledge of the facts below. To my knowledge, all of the facts contained in this declaration are true and correct. I understand this declaration will be used in court.

2.

City of Elgin Employees became unionized because of continuous retaliation from James Johnson. I experienced retaliation as I was the Utility Biller and worked with accounts receivable. James Johnson was often having issues with delinquent payments at the city's solid waste transfer site, and water/sewer payments. Once he became mayor, he used his power to scare and threaten us into doing what he said. Examples being having friends and employees of the mayor turn in complaints on myself and threatening to fire me and other associated employees along with

1 accusations of stealing money. Prior administrator Brock Eckstein often offered to pay James
2 Johnson's delinquent debts, to keep the employees safe from being targeted. The work
3 environment drastically shifted once James Johnson was announced mayor, resulting in our
4 employees unionizing so we had an additional layer of protection and representation because we
5 knew that the retaliation was going to worsen.

6 3.

7 Multiple times throughout the financial investigation and audit, I brought up Brock's
8 contract to city administrator Alex McHaddad. Alex would show me amazon charges and things
9 bought with city credit cards and say they were nowhere to be found in city hall, and I would reply
10 that I knew Brock could keep some of the items that were in his contract. Alex at one point asked
11 me if I have ever seen Brock's contract, to which I replied no because the majority of my
12 employment with the City of Elgin was spent as the Utility Biller, so I didn't have access to those
13 documents and wasn't involved in creating or implementing the contract. I knew about it because
14 of how much other employees would talk about them. I mentioned this contract to Alex several
15 times throughout the forensic audit and even showed him an email from Brock talking about the
16 contract and outstanding invoices. Alex forwarded himself that same email. Alex later asked me
17 if I had any other email correspondence with Brock regarding invoicing, and if I could send those
18 to him. I did not have any other information for him.

19 4.

20 As the financial audit was drawing to a close, I started to notice many closed door meetings
21 with current and prior councilors, the current and prior mayor, current and prior employees,
22 deputies, and Elgin school officials. I overheard one conversation with Alex, the Mayor and a
23

1 USCO deputy where they were talking about the financial audit. Alex talked to me about
2 communicating closely with the USCO deputies regarding the forensic audit.

3 5.

4 On April 11th, 2024 the Mayor entered city hall upset over a letter that was issued to his
5 father at the city's RV Park. The Mayor had stormed into City Hall and said Alex would be fired
6 and whoever else was involved in writing the letter. He also called an employee (my coworker at
7 the time) and asked if I was the one who wrote the letter, again showing he was specifically
8 targeting me in this situation. Employees including myself filed a grievance through the union and
9 came to a resolution that the Mayor would not be allowed in city hall during business hours. After
10 the grievance was recorded, 2 complaints came in against me. I had never received any complaints
11 before, all of which had connections to the Mayor. In October, James asked Alex to add
12 reorganization and personnel changes to the November council meeting. James asked to discuss
13 payroll, utility billing and RV Park management, which were the three job responsibilities I had
14 performed.

15 6.

16 I resigned from my position at City of Elgin in April 2025 because I felt like I had no other
17 choice from the mental, physical and emotional strain and stress and hostile environment that was
18 created. During my unemployment hearing, Alex McHaddad made comments of understanding
19 my trauma. He said he was also traumatized and in fear of his job when the Mayor entered city
20 hall April 11th, 2024.

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22 ///

23 ///

1 I hereby declare that the above statement is true to the best of my knowledge and belief and
2 that I understand it is made for use as evidence in court and is subject to penalty for perjury.

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DATED this 27th day of March 2026.

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Cheyenne Hafer
Cheyenne Hafer (Mar 27, 2026 14:52:18 PDT)

Cheyanne Hafer

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
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Defendants.

Case No.: 26CV06926

DECLARATION OF TWILA IVINS

I, Twila Ivins, declare as follows:

1.

I am over the age of 18 years and competent to make this Declaration. I have personal knowledge of all facts set forth herein, and if called as a witness, I could and would competently testify to them under oath.

2.

I volunteer for the Elgin Community Center. In or about the late spring/early summer of 2025, I received a call from James Johnson asking me to come to Alex McHaddad's office at City Hall in Elgin.

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3.

When I arrived, Alex McHaddad and James Johnson were present. Alex presented me with an amazon receipt and proceeded to tell me that Brock Eckstein had stolen and misappropriated money from the City of Elgin. He told me it was theft.

4.

Alex told me that because of my involvement with the community center, he believed the community center had information. He told me that if the board did not cooperate with him, he could call the authorities.

5.

I did not know what to believe, but Alex convinced me that Brock had committed a crime. I truly believed and still believe that he was out to get Brock.

6.

Knowing what I know now, I believe and would testify that Alex McHaddad was not concerned about justice but was actually out to make a name for himself. I am concerned to give this declaration because my niece works for him, and I am scared he will retaliate against her.

I hereby declare that the above statement is true to the best of my knowledge and belief and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

DATED this 27th day of March 2026.


Twila Ivins (Mar 27, 2026 12:18:59 PDT)

Twila Ivins