

Chair Riley, Vice-Chair Hansell, Members of the Committee

My name is Korrina Junge and I'm from the Eugene area. I'm here today in support of SB 169, as Jess mentioned I'm one of the workers who should have never been asked to sign a non-compete agreement. Because of the inappropriate use of a non-compete, I had a lengthy and difficult exchange with my employer about it, that lasted for several months. My employment relationship has since ended as a result of my non-compete.

I do want to spend a little bit of time talking about the circumstances that led up to me signing the non-compete agreement. I was working in an administrative role in the real estate industry. I was making \$2,000 month as a newly divorced, single mother. I needed to make more money to be able to care for my two kids and myself. Because of the growth within the company I was working for at the time, I was doing work far beyond what I was being compensated for. Upon agreement with my employers, a new contract was structured that included a pay raise, but in order to get the raise and the new contract, I was asked to sign a non-compete agreement. I desperately needed a pay raise and did not have the money to pay for an attorney to look it over – even though I really wanted to.

I signed the non-compete agreement along with a host of other contracts. Even after this pay increase I was well below the salary threshold for a family of 4, as a single mother. Also, per my contract, I was an independent contractor, not an employee. These are two reasons why I should have never been asked to sign one to begin with. In addition, the non-compete was completely overreaching by law and was prohibiting me from practicing real estate, which is my sole profession, throughout the entire state of Oregon for 3 years upon termination.

Fast forward to 3 1/2 years later. I asked my employer to review my contract because again, due to growth in the company, I again was performing increased work and believed I deserved fair compensation for the service I was providing. After asking them to renegotiate my contract and wages, my employer said they were not interested in renegotiations and our 3 ½ year old contract would remain in place with the non-compete. It was then that I realized in order for me to increase my income, I would have to find employment elsewhere. I started looking into the law and realized that I would have to void the non-compete with my employer or go to court.

I didn't have the money to take up a legal battle with my employer, a fact they are aware of. I tried to take the least costly route of sending them an email stating that my contract did not comply with the Oregon law and I included the necessary verbage to void it so that I could safely look for a new position.

I was immediately terminated from my position as a result of this exchange. SB 169 would have saved me this incredibly stressful interaction and loss of my financial stability, by clarifying that my employer could not have asked me to sign the non-compete, and saying that it was void and unenforceable, instead of voidable. Please support SB 169.