

Harry B. Wilson, OSB #077214
HarryWilson@MarkowitzHerbold.com
Chad A. Naso, OSB #150310
ChadNaso@MarkowitzHerbold.com
MARKOWITZ HERBOLD PC
1455 SW Broadway, Suite 1900
Portland, OR 97201
Telephone: (503) 295-3085
Fax: (503) 323-9105

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

VERACITIES PBC, a Delaware public
benefit corporation,

Plaintiff,

vs.

RUSSELL STRAND, an individual; MYRA
STRAND, an individual; STRAND²
SQUARED LLC, an Arizona limited liability
company; and RUSSELL STRAND
CONSULTING LLC, an Arizona limited
liability company,

Defendants.

No. 3:19-cv-01712

COMPLAINT
Breach of Contract; Trademark
Infringement; Unfair
Competition; Tortious
Interference with Contract

JURY TRIAL DEMANDED

Plaintiff alleges as follows:

PARTIES

1. Plaintiff Veracities PBC (“Veracities”) is a Delaware public benefit corporation with its principal place of business in Portland, Oregon.
2. Defendant Russell Strand is an individual resident of Flagstaff, Arizona.
3. Defendant Myra Strand is an individual resident of Flagstaff, Arizona.
4. Defendant Strand²Squared LLC (“Strand²Squared”) is a limited liability company organized under the laws of Arizona that is also registered under the name Strand Holistic Innovative Forensic Techniques (SHIFT) LLC.

5. Defendant Russel Strand Consulting LLC (“Russell Strand Consulting”) is a limited liability company organized under the laws of Arizona.

VENUE AND JURISDICTION

6. This Court has jurisdiction over the Lanham Act claims in this action under 28 U.S.C. § 1331, and over the state law claims under 28 U.S.C. § 1332 and 28 U.S.C. § 1367.

7. This Court has personal jurisdiction over Russell Strand because he is a party to the contract underlying plaintiff’s first claim for relief, which provides: “Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.” Ex. 1 § 5.8.

8. This Court has personal jurisdiction over Myra Strand, Strand² Squared, and Russell Strand Consulting because they operate websites, www.strandsquared.com and russellstrand.com, that contain infringing uses of Veracities’ intellectual property, and are designed to solicit business nationwide, including from Oregon. In addition, the strandsquared.com website reprints newspaper articles for the purpose of marketing Myra Strand and Strand² Squared’s business that highlight the work of the owner of Veracities in Oregon. Further, Myra Strand, Strand² Squared, and Russell Strand Consulting have purposely directed emails and invoices to Veracities in Oregon in connection with work that Russell Strand has performed with Veracities, work that Myra Strand has performed, and the teaching and training of science-based trauma interviewing. Myra Strand and Strand² Squared also sent emails to Veracities in Oregon with the intention of confusing Veracities about the nature of the services they provided and their reliance on Veracities’ trademarks to promote and sell those services. In fact, at least one document Myra Strand and Strand² Squared sent to Veracities in Oregon showed an infringing use of Veracities’ trademarks.

9. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because a substantial part of the events and omission giving rise to the claims alleged herein occurred in this district. Further, the contract underlying plaintiff’s first claim for relief provides that “[a]ny action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Multnomah County, Oregon.” Ex. 1 § 5.8.

FACTUAL ALLEGATIONS

I. Veracities is a nationwide provider of trainings and certifications in science-based trauma interviewing.

10. Plaintiff Veracities operates a nationwide and international professional training and certification program in science-based trauma interviewing that centers on an interviewing methodology known as the Forensic Experiential Trauma Interview (“FETI”).

11. FETI is a science and practice-based methodology for interviewing victims of trauma and high stress, such as victims of sexual assault, domestic abuse, and mass shootings. FETI is based on and informed by research on the neurobiology of trauma and memory.

12. The training and certification services offered by Veracities are sought after by professionals in fields such as law enforcement, journalism, higher education, healthcare, and family services. The national market for training in trauma-informed interviewing amounts to tens of millions of dollars annually.

13. Through agreements discussed below, copyrights, and trademarks, Veracities is the exclusive owner of FETI, its methodology, and its training materials.

14. Veracities also owns several registered trademarks. Veracities is the owner of valid and subsisting United States Trademark Registration No. 5519309 on the Principal Register in the USPTO (“Register”) for the service mark FETI® for “[e]ducational services, namely, conducting programs in the field of educating professionals to use empathic listening and brain-based cues to facilitate collection of psychophysiological evidence from those that have experienced trauma or high stress.”

15. Veracities is also the owner of valid and subsisting United States Trademark Registration No. 5753732 on the Register for the service mark FORENSIC EXPERIENTIAL TRAUMA INTERVIEW® for “[e]ducational services, namely, conducting programs in the field of educating professionals to use empathic listening and brain-based cues to facilitate collection of psychophysiological evidence from those that have experienced trauma or high stress.”

II. The IP Assignment Agreement and Consulting Agreement

16. Russell Strand co-created FETI and is well known and recognized among Veracities' customer base as an expert in conducting forensic interviews.

17. In addition to the FETI methodology, Russell Strand, together with non-parties Lori D. Heitman and Strand & Heitman Innovative Forensic Techniques ("SHIFT") LLC (collectively, the "SHIFT Parties"), developed certain intellectual property, including materials, methods, and trademarks, relating to forensic interviews (the "Interviewing IP").

18. On July 28, 2017, the SHIFT Parties and Veracities entered into an Intellectual Property Assignment Agreement (the "IP Assignment Agreement") whereby the SHIFT Parties (collectively and individually) assigned their entire interest in the Interviewing IP to Veracities. A true and correct copy of the IP Assignment Agreement is attached as Exhibit 1. Pursuant to the IP Assignment Agreement, Veracities is the exclusive owner of FETI and all materials, methods, trainings, writings, websites, names, and registered and unregistered trademarks and copyrights associated with FETI and other trauma-informed interviewing techniques developed by Russell Strand.

19. In addition to assigning all Interviewing IP to Veracities, the IP Assignment prohibits Russell Strand from competing against Veracities for a period of thirty years. In particular, the IP Assignment Agreement provides that the each of the SHIFT Parties, including Strand, will not:

- a. "[I]ndirectly advise, invest in, own, manage, operate, control, be employed by, provide services to, lend money to, guarantee any obligation of, lend any of the SHIFT Parties' name to, or otherwise assist any person engaged in or planning to be engaged in any business whose products, services, or activities compete or will compete in whole or in part with Veracities' products, services, or activities relating specifically to any type of interviewing";
- b. "[P]rovide any instruction lasting more than four (4) hours on the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or

interviewing methodology, techniques or training of any kind without agreement from Veracities”;

- c. “[P]rovide training resources, endorsements, recorded interviews, quotes, letters of support, referrals, administrative support, marketing or promotional support or advice and/or business strategy to any person, organization or entity relating to the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or interviewing methodology, techniques or training of any kind without agreement from Veracities”;
- d. “[P]romote, participate, respond, create and/or facilitate in any media request or event relating to the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or interviewing methodology, techniques or training of any kind without agreement from Veracities”; and
- e. “[P]resent, instruct or table at any state or national conference on subject matter relating to the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or interviewing methodology, techniques or training of any kind without agreement from Veracities.”

20. Veracities and Russell Strand also entered into a consulting agreement (“Consulting Agreement”) pursuant to which Strand agreed to provide consulting services to Veracities in exchange for compensation. (A true and correct copy of the Consulting Agreement is attached as Exhibit 2.) The IP Assignment Agreement and the Consulting Agreement shall be collectively referred to as the “Agreements.”

21. Section 4.5 of the Consulting Agreement provides:

Consultant may not, and will not, conduct any presentations, courses, trainings, or interview sessions of any kind using or referencing Veracities’ materials, resources, curriculum, exercises, and instruction methods relating to Certified FETI[®] or other materials owned by Veracities to create a program, training, instructional course or other instructional item, including books or other written works, relating to the Forensic Experiential Trauma Interview or Certified FETI[®], unless expressly given written consent to do so by Veracities.

22. The Consulting Agreement also contains a Code of Conduct and Performance Policy, providing that Russell Strand, while performing services for Veracities, will not:
- a. “[S]ell, attempt to sell, promote, advertise or offer information on any business, service or product not owned by Veracities”;
 - b. “[P]ublicly or privately promote, support, or endorse (a) any interviewing technique other than those owned by Veracities or (b) any person providing instruction on or performing victim interviewing, suspect interviewing or interviewing methodology, techniques or training who is not certified by Veracities to conduct that activity”;
 - c. “[A]dvise any person providing instruction on or performing victim interviewing, suspect interviewing or interviewing methodology, techniques or training who is not certified by Veracities to conduct that activity”; and
 - d. “[P]rovide services similar to the Services to any competitor or third-party organization in connection with any interview training of any kind, specifically including, but not limited to: trauma interviewing, victim interviewing, investigative interviewing or suspect interviewing.”

23. Veracities entered into the Consulting Agreement, in part, to be able to leverage Russell Strand’s name recognition and wide-spread association with FETI and forensic interviewing to market its certification and training program. As consideration for that benefit, Veracities agreed to pay Russell Strand a significant fee.

III. Russell Strand has materially breached the Agreements.

24. After entering into the IP Assignment Agreement and the Consulting Agreement, Russell Strand and his wife, defendant Myra Strand, formed Strand² Squared. Strand² Squared directly competes with Veracities by conducting programs that either expressly train FETI or teach practices, methods, and techniques that Russell Strand assigned to Veracities and that are based on and indistinct from FETI.

25. Russell Strand breached the IP Assignment Agreement by allowing Myra Strand to use the “Strand” name for their company, which was formed after the IP Assignment Agreement.

26. Until recently, the website for Strand² Squared identified Russell Strand as its “managing partner.” In fliers and presentations, Russell Strand continues to identify himself as a partner in Strand² Squared. An October 2019 conference agenda identified Russell Strand as the co-managing partner of Strand² Squared.

27. Since entering into the Agreements, Russell Strand and Myra Strand, through Strand² Squared, have trained thousands of people in FETI interviewing and related interviewing methodologies and techniques owned by Veracities, repeatedly breaching the Agreements. Russell Strand and Myra Strand have also conducted numerous paid presentations, trainings, and classes in FETI interviewing and related interviewing methodologies and techniques owned by Veracities, repeatedly breaching the Agreements.

28. Russell Strand breached the Agreements each and every time he assisted Myra Strand and Strand² Squared prepare and present presentations, trainings, and classes in FETI interviewing and related interviewing methodologies and techniques owned by Veracities.

29. Russell Strand has also breached the Agreements by personally presenting numerous events and conferences without the approval or consent of Veracities. For example, Russell Strand presented on “Trauma Responsive Investigation & Prosecutions” at a conference in Minnesota in October 2019. Russell Strand’s presentation breaches the IP Assignment Agreement because “Trauma Responsive Investigation & Prosecutions” is a subject “relating to the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or interviewing methodology, techniques or training.”

30. Russell Strand’s conduct has deprived Veracities of essential benefits that it bargained for in the Agreements, including the ability to leverage an exclusive association with Russell Strand to drive the marketing of its own services and products.

IV. Russell Strand, Myra Strand, Strand² Squared, and Russell Strand Consulting infringed Veracities' trademarks and are intentionally interfering with Veracities' Agreements.

31. Russell Strand, Myra Strand, and Strand² Squared have repeatedly infringed Veracities' protected service marks in marketing and promoting presentations and trainings.

32. In her biography on her website, dated March 3, 2019, Myra Strand states that she "is a managing partner, along with her husband [Russell Strand], of Strand² Squared LLC where she provides consultation, forensic experiential trauma interviewing, training and assistance to agencies and service providers." "Forensic experiential trauma interviewing" is a registered trademark of Veracities and Myra Strand's use of Veracities' mark creates confusion in the marketplace because it suggests that Myra Strand, Russell Strand, and Strand² Squared have the right to train and teach FETI, when they do not.

33. Russell Strand scheduled himself to present at a conference in Colorado in October 2019, in breach of the Agreements. In his biography for his presentation, he used the "Forensic Experiential Trauma Interview" mark without acknowledging that it is owned by Veracities. Strand's use of the mark, combined with his sale of his services under his own name and without the approval of Veracities in violation of the Agreements, creates confusion in the marketplace and decreases Veracities market share.

34. In February 2019, Russell and Myra Strand presented to the Missouri Office of Prosecution Services on "Trauma Informed Investigations & the Coordinated Response." The promotional flyer for this presentation provides:

The Strands will be offering this 2 day, in depth training on their ground breaking work in bringing Trauma Informed Investigations to an exciting new level with the Forensic Experiential Trauma Interview Technique, which has shown astounding results in learning information from traumatized persons in all facets of victimization.

"Forensic Experiential Trauma Interview" is a registered trademark of Veracities and the Strands use of the mark creates confusion in the marketplace.

35. In October 2018, Strand² Squared contracted with the Seymour Johnson Sexual Assault Prevention and Response Office for Russell Strand to provide “a full day of Training” on interviewing techniques and methodologies, including something called “Facilitating Experiential Trauma Information (FETI).” “FETI” is a registered trademark of Veracities, and Russell Strand’s and Strand² Squared’s use of FETI to market their own competing interviewing techniques and methods without the approval of Veracities, in violation of the Agreements, creates confusion in the marketplace and decreases Veracities market share. Strand² Squared’s attempt to rename “Forensic Experiential Trauma Interviewing,” which is owned by Veracities, to “Facilitating Experiential Trauma Information” demonstrates that Russell Strand, Myra Strand, Strand² Squared, and Russell Strand Consulting are using Veracities’ protected trademarks to market and sell services that are indistinct from Veracities’ services, in violation of the Lanham Act and the Agreements. It also demonstrates consciousness of guilt, as defendants changed the name because they know and are aware that Veracities has the exclusive rights to use the FETI and “Forensic Experiential Trauma Interviewing” marks to promote science-based trauma interviewing.

36. Russell Strand, Myra Strand, Russell Strand Consulting, and Strand² Squared have infringed Veracities marks dozens, and potentially hundreds or even thousands of times. According to the Strand² Squared website, the company and Myra Strand have provided “training to 1000s of professionals both nationally and internationally annually” in FETI.

37. Russell Strand continues to advertise and market paid presentations and trainings on interviewing methodology and techniques through defendant Russell Strand Consulting. Those presentations and trainings use the Interviewing IP that Russell Strand has assigned to Veracities and provide services similar to the services provided by Veracities, breaching the Agreements.

38. The Russell Strand Consulting website promotes Russell Strand as “the creator of the Forensic Experiential Trauma Interview (FETI)” and his “implementation of numerous promising best practices [including,] the Forensic Experiential Trauma Interview, also known as FETI.” “FETI” is a registered trademark of Veracities and Russell Strand Consulting’s use of

Veracities' mark creates confusion in the marketplace because it suggests that Russell Strand and Russell Strand Consulting has the right to train and teach FETI when they do not.

39. Russell Strand, Myra Strand, Russell Strand Consulting, and Strand² Squared also market, promote, and sell services related to a program they created called "Trauma Responsive Investigations and Prosecutions" or "TRIP." Russell Strand and Russell Strand Consulting advertise the TRIP program on their website. The TRIP program is indistinct from FETI and is simply the same methodology under a different name. Myra Strand and Strand² Squared also advertise the program and they use Veracities' registered mark "Forensic Experiential Trauma Interview" in doing so. Russell Strand, Myra Strand, Russell Strand Consulting, and Strand² Squared are using Veracities' marks to advertise and sell TRIP, a program that is indistinct from Veracities' services, creating confusing in the market place and violating the Lanham Act.

40. Russell Strand, Myra Strand, Russell Strand Consulting, and Strand² Squared have engaged in the above activities without the approval or consent of Veracities. In fact, Veracities has repeatedly notified Russell Strand that his activities infringe on Veracities' intellectual property rights and breach the Agreements.

41. It is evident that the infringing activities described above are causing confusion among Veracities' base of potential customers. Indeed, potential customers have contacted Russell Strand, Myra Strand, Strand² Strand, or Russell Strand Consulting to obtain training services on FETI interviewing and related interviewing methodologies and techniques owned by Veracities.

42. Notwithstanding this knowledge, however, Russell Strand, Myra Strand, Strand² Squared, and Russell Strand Consulting are continuing to compete against Veracities by advertising and offering paid presentations and trainings on interviewing methodology and FETI.

FIRST CLAIM FOR RELIEF

Breach of Contract – IP Assignment Agreement

(Against Defendant Russell Strand)

43. Veracities realleges and incorporates the allegations set forth in the preceding paragraphs.

44. The IP Assignment Agreement is a valid, enforceable contract between Veracities and Russell Strand, among others.

45. Veracities has fully performed all of its obligations under the IP Assignment Agreement.

46. Defendant Russell Strand has materially breached the terms of the IP Assignment Agreement, including by:

- a. Advising, managing, lending his name to, or otherwise assisting defendants Myra Strand and Strand² Squared in violation of Sections 4.6(b)(1) of the IP Assignment Agreement;
- b. Providing instruction lasting more than four hours on the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or interviewing methodology, techniques or training without agreement from Veracities in violation of Section 4.6(b)(2) of the IP Assignment Agreement, including at events at Minot Airforce Base in September 2019, at NASA in September 2019, and at Fort Bragg in September and October 2019, among many others.
- c. Providing marketing or promotional support or advice and/or business strategy to defendants Myra Strand and Strand² Squared without Veracities' agreement in violation of Section 4.6(b)(7) of the IP Assignment Agreement; and
- d. Promoting and participating in events relating to the Forensic Experiential Trauma Interview, victim interviewing, suspect interviewing or interviewing methodology, techniques or training without Veracities' agreement Section 4.6(b)(8) of the IP Assignment Agreement, including at events at Minot Airforce Base in September 2019, at NASA in September 2019, and at Fort Bragg in September and October 2019, among many others.

47. Defendant Russell Strand's breaches of the aforesaid agreement have caused damages to and are continuing to harm Veracities. To grant full and complete relief and to place the parties in a similar position to that which they would have occupied had Russell Strand performed under the terms of the contract, Veracities seeks both specific performance of the IP

Assignment Agreement and damages. Those damages include the loss of speaking and presentation fees that should have accrued in part to Veracities and the loss of fees paid to Russell Strand by Veracities, in amounts to be proven at trial, but in excess of \$180,000.

48. Veracities further seeks an injunction directing Russell Strand to specifically perform according to the restrictive covenants in the IP Assignment Agreement, as stated in Section 4.6 of the IP Assignment Agreement.

49. Veracities is entitled to recover its attorneys' fees and costs pursuant to Section 5.9 of the IP Assignment Agreement.

SECOND CLAIM FOR RELIEF

Breach of Contract – Consulting Agreement

(Against Defendant Russell Strand)

50. Veracities realleges and incorporates the allegations set forth in the preceding paragraphs.

51. The Consulting Agreement is a valid, enforceable contract between Veracities and Russell Strand.

52. Veracities has fully performed all of its obligations under the Consulting Agreement.

53. Defendant Russell Strand has materially breached the terms of the Consulting Agreement, including by:

- a. Conducting presentations, courses, trainings, or interview sessions using or referencing Veracities' materials, resources, curriculum, exercises, and instruction methods relating to the Forensic Experiential Trauma Interview or Certified FETI[®] without Veracities' express written consent in violation of Section 4.5 of the Consulting Agreement, including at events at Minot Airforce Base in September 2019, at NASA in September 2019, and at Fort Bragg in September and October 2019, among many others;

- b. Promoting, supporting, or endorsing the business activities of defendants Myra Strand and Strand² Squared in violation of Section 14 of the Code of Conduct and Performance Policy contained in the Consulting Agreement;
- c. Advising defendants Myra Strand and Strand² Squared in violation of Section 16 of the Code of Conduct and Performance Policy contained in the Consulting Agreement; and
- d. Providing consulting services to defendants Myra Strand and Strand² Squared in connection with interview training in violation of Section 17 of the Code of Conduct and Performance Policy contained in the Consulting Agreement.

54. Defendant Russell Strand's breaches of the Consulting Agreement have caused damages to and are continuing to harm Veracities. Pursuant to Section 10.5 of the Consulting Agreement, Veracities is entitled to recover any commissions or other compensation received by defendant Russell Strand in connection with any presentations or instructions made in violation of Section 4.5 of the Consulting Agreement. Those damages include the loss of speaking and presentation fees that should have accrued in part to Veracities, in an amount to be proven at trial.

55. Veracities further seeks a declaration that the Consulting Agreement is terminated and, pursuant to Section 10.7 of the Consulting Agreement, the right of first refusal in the IP Assignment Agreement, Section 5.4, is eliminated and deemed to be of no further effect.

56. Veracities is entitled to recover its attorneys' fees and costs pursuant to Section 11.17 of the Consulting Agreement.

THIRD CLAIM FOR RELIEF

Trademark Infringement - 15 U.S.C. § 1114

(Against All Defendants)

57. Veracities realleges and incorporates the allegations set forth in the preceding paragraphs.

58. Defendants' acts described above constitute use in commerce of reproductions, counterfeits, copies, or colorable imitations of the valid and protectable FETI® and FORENSIC

EXPERIENTIAL TRAUMA INTERVIEW® marks, which Veracities owns and are federally registered to Veracities, in connection with the sale, offering for sale, distribution and advertising of services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive, in violation of 15 U.S.C. § 1114.

59. Defendants' acts described above constitute reproductions, counterfeits, copies, or colorable imitations of Veracities' federally registered marks, which defendants have applied to websites, electronic presentations and displays of infringing content intended to be used in commerce upon or in connection with the sale, offering for sale, distribution and advertising of goods and services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive, in violation of 15 U.S.C. § 1114.

60. Veracities has not authorized or consented to defendants' use in commerce of reproductions, counterfeits, copies, or colorable imitations of Veracities' marks on or in connection with defendants' services.

61. Defendants' use in commerce of reproductions, counterfeits, copies, or colorable imitations of Veracities' marks on or in connection with defendants' goods and services has and is likely to cause confusion and mistake.

62. Defendants' acts have been willful, with full knowledge, and in conscious disregard of Veracities' rights in Veracities' marks. Defendants intended to cause confusion, mistake, and deception, as shown above.

63. Defendants Russell Strand, Myra Strand, Strand² Squared and Russell Strand Consulting each has engaged in the foregoing conduct, and they have acted in concert with respect to the foregoing conduct.

64. As a result of defendants' foregoing actions, defendants have been unjustly enriched, and Veracities has been injured and damaged.

65. Veracities is entitled to an award of attorneys' fees because defendants acted intentionally and pervasively, making this an exceptional case under 15 U.S.C. § 1117(a).

66. Unless the foregoing alleged actions of defendants are enjoined, Veracities will continue to suffer irreparable injury and damage.

67. Veracities seeks its attorneys' fees and costs incurred by bringing this claim.

FOURTH CLAIM FOR RELIEF

Unfair Competition - 15 U.S.C. § 1125

(Against All Defendants)

68. Veracities realleges and incorporates the allegations set forth in the preceding paragraphs.

69. Defendants have used Veracities' marks "FETI" and "Forensic Experiential Trauma Interview" on their websites, which are part of interstate commerce.

70. Defendants use of Veracities' marks is in connection with defendants' promotion of their services in science-based trauma interviewing, including the TRIP program.

71. Defendants use of Veracities' marks is likely to cause confusion about the services defendants offer, including confusion about the relationship between TRIP and FETI, and about whether defendants' services have the approval or sponsorship of Veracities, are part of or affiliated, connected with, or associated with FETI and Veracities. A reasonably prudent consumer in the marketplace for services related to trauma interviewing would be confused as to the affiliation and origin of defendants' services.

72. Veracities has been harmed by defendants' acts, including by the loss of clients, services, business, and market share, in an amount to be determined at trial.

73. Veracities seeks a recovery of defendants' profits and all damages sustained, under 15 U.S.C. § 1117(a). Because defendants' acts were willful and intentional, this case is exceptional, and Veracities also seeks an award of reasonable attorneys' fees under the same provision.

FIFTH CLAIM FOR RELIEF

Tortious Interference with Contract

**(Against Defendants Myra Strand, Strand² Squared LLC, and
Russell Strand Consulting LLC)**

74. Veracities realleges and incorporates the allegations set forth in the preceding paragraphs.

75. The IP Assignment Agreement and the Consulting Agreement are valid contractual relationships between Veracities and Russell Strand.

76. Myra Strand, Strand² Squared, and Russell Strand Consulting knew of the contractual relationships between Veracities and Russell Strand.

77. Defendants Myra Strand, Strand² Squared, and Russell Strand Consulting intentionally and wrongfully interfered with a valid, existing, contractual relationship between Veracities and Russell Strand by inducing Russell Strand to provide assistance to them in teaching, presenting, and providing services related to FETI and other Veracities proprietary interviewing techniques, causing Russell Strand to breach the IP Assignment Agreement and the Consulting Agreement.

78. Myra Strand, Strand² Squared, and Russell Strand Consulting acted improperly. Each of them knew that Russell Strand had assigned the Interviewing IP to Veracities and that Russell Strand was prohibited by the Agreements from advising, assisting, and lending his name to presentations and trainings concerning FETI and other Veracities proprietary interviewing techniques. Myra Strand, Strand² Squared, and Russell Strand Consulting acted with the improper motives of: i) decreasing Veracities' market share and profit, ii) undermining Veracities' standing in the market for training in specialized interviewing techniques, and iii) causing Veracities to go out of business or be unable to enforce its contract rights. Myra Strand, Strand² Squared, and Russell Strand Consulting acted improperly because to accomplish their improper motives, they openly, knowingly, willfully, and intentionally infringed Veracities' trademarks and created confusion in the marketplace by using the Strand and FETI names and marketing and performing trainings with Russell Strand.

79. As a result of Myra Strand's, Strand² Squared's, and Russell Strand Consulting's intentional and improper acts, Veracities has been and will continue to be damaged by a loss of market share and a loss of profits from providing services related to FETI and other proprietary interviewing techniques.

PRAYER FOR RELIEF

WHEREFORE, Veracities prays for relief as follows:

1. The Court enter judgment in favor of Veracities on all of its claims for relief.
2. On the first claim for relief, for damages in amount to be proven at trial, but not less than \$180,000, and an injunction directing Russell Strand to specifically perform according to the restrictive covenants in the IP Assignment Agreement, as stated in Section 4.6 of the IP Assignment Agreement.
3. On the second claim for relief, for damages in amount to be proven at trial, and a declaration that the Consulting Agreement is terminated and, pursuant to Section 10.7 of the Consulting Agreement, the right of first refusal in the IP Assignment Agreement, Section 5.4, is eliminated and deemed to be of no further effect.
4. On the third claim for relief, for an injunction during the pendency of this action and permanently thereafter enjoining defendants from using Veracities' marks or any colorable imitation thereof on or in connection with the advertisement, promotion, marketing, or sale of any service or good related to interviewing or investigations.
5. On the fourth claim for relief, for defendants' profits obtained in connection with their violations of the Lanham Act and damages in an amount to be determined at trial.
6. On the fifth claim for relief, for damages in an amount to be determined at trial.
7. An accounting be ordered to determine defendants' profits resulting from its activities and an order compelling defendants to pay all such profits to Veracities as the Court finds to be just under the circumstances of this a case.
8. For plaintiff's reasonable attorneys' fees and costs, pursuant to the Agreements and 15 U.S.C. § 1117(a).
9. Other and further relief as the Court finds equitable and just.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiff demands a trial by jury in this action.

DATED this 25th day of October, 2019.

MARKOWITZ HERBOLD PC

By: *s/ Harry B. Wilson*

Harry B. Wilson, OSB #077214
Chad A. Naso, OSB #150310
(503) 295-3085

Of Attorneys for Plaintiff