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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

VERACITIES PBC, a Delaware public benefit
corporation,

Case No. 3:19-cv-01712-SI

Plaintiff,

Defendants Russell Strand and Strand²
Squared LLC's

v.

**ANSWER, AFFIRMATIVE DEFENSES,
AND COUNTERCLAIMS**

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.

For their answer to Veracities PBC's ("Plaintiff") complaint, Defendants Russell Strand ("Strand") and Strand² Squared LLC ("SS") (collectively, "Defendants") hereby admit, deny, and affirmatively allege as follows:

1. Defendants admit the allegations in paragraphs 1-5.
2. Defendants deny the allegations in paragraph 6.

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AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS

3. Defendants admit the allegations in paragraph 7.
4. Defendants deny the allegations in paragraphs 8-9.
5. Defendants deny the allegations in paragraph 10, except admit that Plaintiff operates a program that centers on a trauma-informed interviewing methodology known as the Forensic Experiential Trauma Interview (“FETI”).
6. Defendants admit the allegations in paragraph 11.
7. Defendants lack sufficient information or knowledge to admit or deny the allegations in paragraph 12 and therefore deny the same.
8. Defendants deny the allegations in paragraph 13.
9. Defendants lack sufficient information or knowledge to admit or deny the allegations in paragraph 14 and therefore deny the same.
10. Defendants lack sufficient information or knowledge to admit or deny the allegations in paragraph 15 and therefore deny the same.
11. Defendants admit the allegations in paragraph 16, except deny that Russell Strand co-created FETI.
12. Defendants deny the allegations in paragraph 17.
13. Defendants admit that Strand and Heitman Innovative Forensic Techniques (“SHIFT”) and Veracities entered into an agreement as alleged in paragraph 18, the terms of which speak for themselves.
14. Defendants admit the allegations in paragraph 19.
15. Defendants admit that Veracities and Russell Strand entered into an agreement as alleged in paragraph 20, the terms of which speak for themselves.
16. Defendants admit the allegations in paragraph 21.
17. Defendants admit the allegation in paragraph 22.

18. Defendants deny that Veracities agreed to pay Russell Strand a significant fee and otherwise lack sufficient information or knowledge to admit or deny the allegations in paragraph 23 and therefore deny the same.

19. Defendants deny the allegations in paragraph 24, except admit that Russell Strand and Myra Strand formed Strand Squared LLC after Russell Strand entered into an intellectual property assignment agreement (“IP Agreement”).

20. Defendants deny the allegations in paragraph 25.

21. Defendants admit the allegations in paragraph 26, except deny that Russell Strand continues to identify himself as a partner or co-managing partner of SS.

22. Defendants deny the allegations in paragraphs 27-31.

23. Defendants deny the allegations in paragraph 32, except admit that Myra Strand stated on her website that she “is a managing partner, along with her husband, of Strand Squared LLC where she provides consultation, forensic experiential trauma interviewing, training and assistance to agencies and service providers.”

24. Defendants deny the allegations in paragraph 33, except admit that Russell Strand scheduled himself to present at a conference in Colorado in October 2019 and that Strand sells his services using his own name.

25. Defendants deny the allegations in paragraph 34, except admit that they presented a training on “Trauma Informed Investigations & the Coordinated Response.”

26. Defendants deny the allegations in paragraph 35, except admit that Myra Strand inadvertently used the term “Facilitating Experiential Trauma Information” in negotiations with the Seymour Johnson Sexual Assault Prevention and Response Office.

27. Defendants deny the allegations in paragraphs 36-37.

28. Defendants deny the allegations in paragraph 38, except admit that the Russell Strand Consulting website identifies Russell Strand as the creator of FETI.

29. Defendants deny the allegations in paragraph 39, except admit that Defendants market, promote, and sell services related to a program called “Trauma Responsive Investigation and Prosecutions” (“TRIP”).

30. Defendants deny the allegations in paragraph 40, except admit that Plaintiff has notified Russell Strand of his allegedly infringing activities.

31. Defendants deny the allegations in paragraph 41, except admit that potential customers have contacted Defendants to obtain training on FETI.

32. Defendants deny the allegations in paragraph 42.

ANSWER TO FIRST CLAIM FOR RELIEF

(Breach of Contract-IP Agreement)

33. Defendants incorporate by reference their responses set forth in the preceding paragraphs.

34. Defendants deny the allegations in paragraphs 44-45.

35. Defendants deny the allegations in paragraph 45.

36. Defendants deny the allegations in paragraph 46, except admit that Russell Strand provided instruction on TRIP and many other topics as an employee of SS at Minot Air Force Base in September 2019, provided training on assault case response at NASA in September 2019, and provided training on trauma-informed response and care and interpersonal violence at Fort Bragg in October 2019.

37. Defendants deny the allegations in paragraphs 47-49.

ANSWER TO SECOND CLAIM FOR RELIEF

(Breach of Contract-Consulting Agreement)

38. Defendants incorporate by reference their responses set forth in the preceding paragraphs.

39. Defendants deny the allegations in paragraphs 51-52.

40. Defendants deny the allegations in paragraph 46, except admit that Russell Strand provided instruction on TRIP and many other topics as an employee of SS at Minot Air Force Base in September 2019, provided training on assault case response at NASA in September 2019, and provided training on trauma-informed response and care and interpersonal violence at Fort Bragg in October 2019.

41. Defendants deny the allegations in paragraphs 54-56.

ANSWER TO THIRD CLAIM FOR RELIEF

(Trademark Infringement—15 U.S.C. § 1114)

42. Defendants incorporate by reference their responses set forth in the preceding paragraphs.

43. Defendants deny the allegations in paragraphs 58-67.

ANSWER TO FOURTH CLAIM FOR RELIEF

(Unfair Competition—15 U.S.C. § 1125)

44. Defendants incorporate by reference their responses set forth in the preceding paragraphs.

45. Defendants deny the allegations in paragraphs 69-73.

ANSWER TO FIFTH CLAIM FOR RELIEF

(Tortious Interference with Contract)

46. Defendants incorporate by reference their responses set forth in the preceding paragraphs.

47. Defendants deny the allegations in paragraphs 75-79.

AFFIRMATIVE DEFENSES

By way of further answer and affirmative defenses, Defendants allege as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

48. Plaintiff fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Prior Material Breach)

49. Plaintiff's claims are barred, in whole or in part, because at the time of any alleged breach by Defendants, Plaintiff had materially breached the IP and/or Consulting Agreements.

THIRD AFFIRMATIVE DEFENSE

(Consideration)

50. Plaintiff's claims under the Consulting Agreement are barred, in whole or in part, because Defendant Strand received no valuable consideration.

FOURTH AFFIRMATIVE DEFENSE

(Fraud)

51. Plaintiff's claims under the IP Agreement are barred, in whole or in part, because Plaintiff induced Defendant Strand's assent through fraudulent misrepresentations.

FIFTH AFFIRMATIVE DEFENSE

(Unconscionability)

52. Plaintiff's claims under the IP and Consulting Agreements are barred, in whole or in part, because these contracts, in whole or the clauses sought to be enforced by Plaintiff, are unconscionable.

SIXTH AFFIRMATIVE DEFENSE

(Estoppel/Waiver)

53. Plaintiff's claims are barred, in whole or in part, by the doctrines of estoppel and waiver.

SEVENTH AFFIRMATIVE DEFENSE

(Arbitration)

54. Plaintiff's claims are barred, in whole or in part, because they are subject to final and binding arbitration under Paragraph 11.15 of the Consulting Agreement.

EIGHTH AFFIRMATIVE DEFENSE

(Failure of Condition Precedent)

55. Plaintiff's claims are barred, in whole or in part, because they are subject to one or more unfulfilled conditions precedent.

NINTH AFFIRMATIVE DEFENSE

(Frustration of Purpose)

56. Plaintiff's claims under the IP and Consulting Agreements are barred, in whole or in part, because Plaintiff's actions have frustrated the purpose of the contract.

TENTH AFFIRMATIVE DEFENSE

(Breach of Good Faith and Fair Dealing)

57. Plaintiff's claims are barred, in whole or in part, because Plaintiff has breached the duty of good faith and fair dealing.

ELEVENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

58. Plaintiff has failed to mitigate its alleged damages.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

59. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

COUNTERCLAIMS

For their counterclaims against Plaintiff, Defendants allege as follows:

60. Defendants incorporate every response set forth above.

61. Counterclaim Plaintiff Russell Strand ("Strand") resides in Arizona. Counterclaim Defendant Veracities PBC ("Veracities") is a Delaware public benefit corporation with its principal place of business in Oregon.

62. This Court has subject matter jurisdiction over Strand's counterclaims under 28 U.S.C. §§ 1332 and 1367(a).

63. The Court has personal jurisdiction over Veracities, and venue is proper in this district, because Veracities resides in this district.

FACTUAL ALLEGATIONS

A. Strand Is a Nationally and Internationally Recognized Expert on Trauma-Informed Interview and Investigation Training.

64. Strand is a nationally and internationally recognized expert on trauma-informed interview and investigating methodology, including FETI, for over 20 years. FETI is a science and practice-based interviewing methodology driven by the latest research on the neurobiology of trauma and memory. Strand is the creator of FETI and is widely recognized as such.

65. Starting in 1975, Strand worked as a police officer and investigator for the United States Army. From 1984 to 1996, Strand was a special agent in Army Criminal Investigation Division Command (“CID”), specializing in death and abuse cases. Strand’s role at CID was to investigate sexual assault and trauma, especially conducting child abuse interview training.

66. Although Strand left CID in 1996 as a senior Special Agent, he still worked with family advocacy programs to get funding for trauma investigation programs. To continue the work he had started, Strand took a civil position at the United States Army Military Police School (“MP School”) in Fort McClellan, Alabama, and Fort Leonard Wood, Missouri, where he worked as the Chief of Behavioral Sciences.

67. During his time at MP School, the United States Army began a program that sought to train agents and other professionals on conducting sexual assault investigations. At this program, Strand met Lori D. Heitman (“Heitman”), who was at that time a victim advocate trainer for the United States Army. Heitman’s role in the program, once she became a CID Special Agent, was to oversee a special victims team and assist in instructing sexual assault investigation courses. Through these courses and programs, Strand began developing FETI training.

68. In 2004, Congress sought to overhaul how the United States military responds to investigations of sexual assault. Because of his prior interview and investigation training, Strand

was selected to work with the Department of Defense on starting a victim advocacy program. This new role allowed Strand to go to Afghanistan and Iraq in or around 2005, training new advocates on the proper response to sexual assaults.

69. Around 2010, Strand began working with international conferences to teach FETI and other trauma influenced interviewing courses. In addition to FETI, Strand has taught courses and presentations on investigations including, but not limited to, topics on sex offenders, theory of the third persona, neuroscience, crimes against persons, and culture change. In 2012, Strand received a Visionary Award from End Violence Against Women International for developing FETI. As FETI grew in popularity, Strand's name became synonymous with providing training on FETI and other trauma-informed courses among the consuming public. A substantial number of people now associate Strand's name with providing trauma-informed trainings and presentations.

B. Strand Entered the IP Agreement to Broaden FETI's Reach.

70. In or around 2013, Strand met Carrie Hull ("Hull") at one of his FETI training presentations. At that time, Hull was a detective in Ashland, Oregon. After attending several FETI seminars, Hull and Strand began to discuss how to best expand and grow the program. Strand greatly wanted to see his life's work benefit as many people as possible. Hull expressed that she shared this goal and indicated that she was capable of providing a platform to greatly grow the program.

71. From June 2016 to July 2017, Hull made multiple representations to Strand over the phone, in person, and over email about her ability to market and promote FETI. Specifically, Hull represented that she had the resources and the wherewithal to substantially expand FETI's reach beyond what Strand could accomplish on his own. At this time, Hull knew that she did not have enough resources to effectively broaden FETI's reach or was reckless in disregarding her actual ability to fulfil her promise.

72. Eventually, Hull's offer took the rough form of the IP Agreement executed by the parties. Hull's offer enticed Strand because he had already started thinking about forming a company to teach FETI, but lacked the resources to fulfill his vision. Recognizing Strand's lack of resources and business acumen, Hull represented to Strand that assigning FETI to her would allow Strand to focus on what he enjoyed most: creating, teaching, and consulting, while Hull assumed the business and administrative needs of the company. Strand also believed in Hull's representation that forming a company and assigning his rights in FETI to Hull would further his fundamental vision—substantially expanding FETI's reach so that more people could be helped by the technique Strand created.

73. On July 28, 2017, Strand and Heitman, under the company name SHIFT, entered into the IP Agreement with Veracities, with Hull operating as Veracities' representative. The fundamental purpose of this agreement was to expand FETI's reach. Strand entered the IP Agreement relying on Hull's multiple representations that she would promote and market FETI to broaden its exposure and appeal. Based on Hull's representations, Strand reasonably expected that Veracities and Hull would market and promote FETI, so that Strand's creation could help those beyond his reach. Veracities and Hull retained counsel to represent them in drafting the IP Agreement, but Strand did not have the assistance of counsel.

74. Through the IP Agreement, Strand and Heitman assigned their interest in FETI and FETI-related forensic interviews. As defined in the IP Agreement, FETI is a trauma-informed technique used to interview victims of high stress and trauma without causing them further harm.

75. In exchange, Veracities agreed to, among other things:

(1) Pay SHIFT \$20 (Strand \$10 and Heitman \$10) for each Introduction to FETI Registration fee paid to Veracities after the first 50 registrations received;

(2) Provide assistance to Strand with scheduling and contracting presentations and travel relating to FETI trainings or events not contracted by Veracities;

(3) Provide Strand with a right of first refusal to conduct the training of each FETI training facilitated by Veracities;

(4) Provide SHIFT (Strand 50 % and Heitman 50 %) with control over what content is used in trainings and in the program description and instruction; and

(5) Provide SHIFT the right to veto any person seeking certification as an instructor for Certified FETI.

76. After entering the IP Agreement, Strand stopped teaching FETI beyond the four-hour courses he had the right to conduct under the IP Agreement. Instead, Strand mainly taught trauma-informed investigation and interview techniques, along with trainings on male sexual assault, domestic assault, and culture change. And Strand began developing TRIP to help investigators and prosecutors conduct better investigations and prosecutions. In fact, attendees of these trainings would often complain to Strand about not receiving FETI training from him during TRIP and other trainings.

C. SHIFT Dissolves and Plaintiff Requires Strand to Enter into the Consulting Agreement.

77. Strand and Heitman had a positive working relationship for several months following SHIFT's formation. By April 2017, however, this relationship had deteriorated, and by December 2017, Heitman announced that she wanted SHIFT to dissolve.

78. By contrast, Heitman and Hull's relationship flourished. Although SHIFT had dissolved, Heitman continued to perform work for Hull and Veracities.

79. As Hull and Heitman's friendship soared, Strand's relationship with Hull soured. For example, Hull would get upset with Strand for scheduling and conducting four-hour FETI courses even though the IP Agreement allowed him to do so. Hull also repeatedly tried to reduce the instructor payment owed to Strand for every FETI training he conducted.

80. At this contentious time, Hull asked Strand to enter into a Consulting Agreement with Veracities. Unrepresented by counsel and fearing that saying no would strip him of his right to teach FETI altogether, Strand agreed to the terms of the Consulting Agreement.

81. Under the Consulting Agreement, Veracities made Strand an independent contractor who provides consulting services, and Veracities agreed to pay Strand an unspecified sum of money for providing in person education and training only. Further, Veracities did not provide Strand with any benefits or reimburse him for out-of-pocket expenses.

82. The Consulting Agreement also restricts Strand's ability to teach FETI for any amount of hours without Veracities' consent, requires him to indemnify Veracities for any claims of infringement or misappropriation, terminates his right of refusal under the IP Agreement for breach of Veracities' conduct policy, and has a liquidated damages provision that estimates \$500,000 as reasonable damages for each breach of the Consulting Agreement's confidentiality provisions.

83. In exchange for the above benefits to Veracities, Strand receives few, if any, tangible or intangible benefits he did not already enjoy.

D. Veracities' Wrongful Conduct.

84. Strand substantially performed all of his material obligations under the IP and Consulting Agreements. By contrast, Veracities materially breached multiple provisions of the IP Agreement. First, Veracities repeatedly breached the IP Agreement's royalty provision. From 2017 to 2019, Veracities conducted 37 Intro to FETI courses. Strand received royalty payments for one course in 2017 and for five courses in 2018. Veracities failed to pay Strand all the royalty payments owed to him. Furthermore, Veracities still owes Strand \$11,500 for conducting an Introduction to FETI course in Missoula, Montana, in 2018.

85. Second, Veracities breached the IP Agreement's staff assistance provision. From July to December 2017, Strand conducted 20 FETI-related training events that were not contracted by Plaintiff. Veracities did not provide administrative support for any of these events. From

January to December 2018, Strand, as an employee of SS, conducted 22 FETI-related training events that were not contracted by Veracities. Veracities provided administrative support for only four of these events.

86. Third, Veracities failed to comply with a core right provided to Strand under the IP Agreement: Strand's right of first refusal. In 2018, Veracities conducted four FETI training courses without offering Strand the opportunity to conduct the training.

87. Fourth, Veracities breached the IP Agreement's content control and instructor selection provisions. Although the IP Agreement gave equal control over training content to Strand and Heitman, Hull took control over what the training content looked like. For example, Hull hired a Director of Training for Certified FETI and made clear that all content was to go through the Director. Hull also had control over the documents and slides that informed Strand's trainings and presentations, including introducing content right before and during presentations Strand had not approved or seen before. To make matters worse, Veracities unilaterally discarded a significant amount of FETI course content created by Strand without his consent. Veracities also gave multiple people instructor status and certifications without Strand's input and approval.

88. Veracities' actions kept Strand from realizing the benefits of the IP Agreement. When Strand exercised his right of first refusal under the IP Agreement, he generally received payment in the amount of \$6,500 per day for Introduction to FETI courses and \$2,000 per day for Practical Application of FETI courses, inclusive of travel costs. On October 15, 2019, Veracities provided Strand with a new payment schedule for future Practical Application of FETI courses that Strand would teach after exercising his right of first refusal: \$50 per hour for a total of \$400 per day and no reimbursement for travel. This is a total \$1,200 for three days of trainings, which is not enough to cover Strand's travel expenses and would result in a net loss for Strand each time he exercised his right of first refusal.

89. Veracities frustrated the fundamental purpose of the IP Agreement. Strand entered into the IP Agreement to combine his success at training and developing FETI with Hull's business

savvy to reach more audiences and help more people. Strand's reasonable expectation under the IP Agreement was that Veracities would promote and market FETI, including creating a working FETI certification process. Veracities failed to do any of the above, even though it purports to provide certifications in FETI. As of October 28, 2019, an operational certification process did not exist, although the certification process had been promised by Veracities since July 2017. To date, Veracities' marketing effort amounts to setting up a social media page without posting regularly, issuing one newsletter, and setting up a booth at four conferences.

90. Veracities also failed to follow through on its representations that it would promote and market FETI. In fact, Strand gave Veracities 74 referrals for FETI trainings that either went unanswered or were rudely dismissed. On information and belief, Veracities never intended to, or was in reckless disregard of whether it could, follow through with its promises to promote FETI from the beginning.

91. Finally, Veracities has, and continue to, put Strand's name on promotional materials to exploit the good will and recognition he has earned throughout his career as a preeminent teacher. Specifically, Veracities used Strand's name in a newsletter, written materials on Veracities' website, and other training materials. Veracities and Hull did so without Strand's consent. Further, multiple people contact Strand on a monthly basis, believing that he still provides training on FETI. Due to Veracities' failure to create an operational FETI certification process, associating Strand's name with FETI caused ongoing harm to Strand's hard-earned reputation.

FIRST COUNTERCLAIM

(Breach of Contract—Against Veracities)

92. Strand restates each of the preceding allegations.

93. The IP Agreement is a contract between Veracities and Strand.

94. Strand has substantially performed all of his obligations under the IP Agreement.

95. Veracities has materially and substantially breached the terms of the IP Agreement by failing to:

- (1) Pay Strand \$10 for each Intro to FETI Registration fee paid to Veracities after the first 50 registrations received;
- (2) Provide assistance to Strand with scheduling and contracting presentations and travel relating to FETI trainings or events not contracted by Veracities;
- (3) Provide Strand with a right of first refusal to conduct the training of each FETI training facilitated by Veracities; and
- (4) Provide SHIFT with control over what content is used in trainings.
- (5) Provide Strand the right to have input and approval over who becomes certified as a FETI instructor.

96. Veracities' material and substantial breaches of the IP Agreement have defeated the purpose of the IP Agreement: growing FETI's brand while Strand conducts training and develops new programs. As a result, Defendant Strand is entitled to rescission of the IP Agreement. In the alternative, Strand is entitled to damages in an amount to be proven at trial.

97. Strand is entitled to recover his attorneys' fees and costs pursuant to 5.9 of the IP Agreement.

SECOND CLAIM FOR RELIEF

(Breach of the Covenant of Good Faith and Fair Dealing—Against Veracities)

98. Strand restates each of the preceding allegations.
99. Strand and Veracities entered into an IP Agreement. Like all contracts in Oregon, the IP Agreement contains the implied duty of good faith and fair dealing.
100. That duty carried with it the obligation not to impair Strand's rights to receive the benefits of the contract. One of the benefits of Strand's contract with Veracities was the right of first refusal.
101. Starting in 2019, Veracities began conditioning Strand's exercise of his right of first refusal on his acceptance of unreasonable payment terms. Specifically, Veracities mandated that Strand agree to receive \$400 per day, inclusive of travel expenses, for work that he previously

earned \$6,500 a day for an Introduction to FETI course and \$2,000 a day for a Practical Application of FETI course. Further, Veracities added a payment schedule for any FETI presentation under four hours, requiring all of these presentations to be contracted by Veracities. Under this plan, Veracities would charge a customer \$5,000 but pay Strand only \$2,500 inclusive of travel expenses. These new payment amounts would result in Strand paying to work.

102. Veracities also violated its implied duty by failing to create a certification process for FETI training. Strand entered into the IP Agreement specifically to expand FETI's reach and help more people through the techniques he developed. Even though Veracities purports to provide certification on FETI, it has failed to do so. In fact, Strand recounts 74 referrals he gave to Veracities for FETI training that went ignored. Due to these failures, the number of professionals trained and the numbers of courses taught decreased in relation to the tally Strand amassed before the IP Agreement.

103. Strand is entitled to damages for Veracities' breaches in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF

(Fraud—Against Veracities and Hull)

104. Strand restates each of the preceding allegations.

105. Veracities represented to Strand that, if he entered into the IP Agreement, it had the resources to promote and market FETI so that FETI's reach and exposure would expand. Veracities made these representations during negotiations with Strand from June 2016 to July 2017.

106. On information and belief, Veracities knew that expanding FETI's reach was Strand's sole reason for entering the contract. Thus, Veracities intentionally defrauded Strand with knowledge that Strand would rely on their misrepresentation or was reckless in its disregard for the truth.

107. Strand justifiably relied on Veracities' misrepresentations as to its ability to effectively and substantially grow FETI's brand.

108. Despite its promises, Veracities has not effectively promoted and marketed FETI.

109. Based on Veracities' material misrepresentations, Strand seeks rescission of the IP Agreement.

FOURTH CLAIM FOR RELIEF

(Misappropriation of Name or Likeness—Against Veracities)

110. Strand restates each of the preceding allegations.

111. Veracities has, and continue to, put Strand's name in its promotional materials, including on newsletters, its website, and in its training materials. Veracities has done so without Strand's consent.

112. By these actions, Veracities has exploited the distinctive economic value of Strand's name for commercial gain.

113. Because Veracities has failed to create a working certification program for FETI, its use of Strand's name in connection with FETI causes harm to his hard earned reputation.

114. As a result, Strand seeks damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for relief as follows:

1. That Veracities take nothing by its claims;
2. That its request for specific performance and injunctive relief be denied;
3. That the IP Agreement be rescinded;
4. That, in the alternative, should the IP Agreement not be rescinded, Strand be awarded damages in an amount to be proven at trial for breach of the IP Agreement in addition to damages pursuant to the remaining counterclaims;
5. That Defendants be awarded their costs and attorneys' fees;

6. That Strand be awarded be awarded punitive damages; and
7. Whatever other relief this Court deems equitable and just.

DATED: January 29, 2020

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