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

WHITE BIRD CLINIC; an Oregon nonprofit corporation;

Plaintiff,

v.

ALESE COLEHOUR, an individual; and
WILLAMETTE VALLEY CRISIS CARE, an Oregon nonprofit corporation;

Defendants.

Case No.

COMPLAINT

(Misappropriation of Trade Secrets; Conversion; Breach of Contract; Trademark Infringement; False Designation of Origin)

Fee Statute: ORS 21.135(1), (2)(a)

Not Subject to Mandatory Arbitration

Plaintiff alleges:

1.

At all material times, Plaintiff was and is an Oregon nonprofit corporation with its principal place of business in Lane County, Oregon.

2.

At all material times, Defendant Alese Colehour was and is a resident of Benton County, Oregon.

3.

At all material times, Defendant Willamette Valley Crisis Care (“WVCC”) was and is an Oregon nonprofit corporation with its principal place of business in Lane County, Oregon.

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1 4.

2 Plaintiff is engaged in the business of providing community medical and dental services,
3 behavioral health services, advocacy and social service resource assistance, and has served the
4 Lane County community and beyond for more than 50 years.

5 5.

6 Defendant Colehour is a former employee of Plaintiff.

7 6.

8 As part of Defendant Colehour's training for Defendant Colehour's role as an employee,
9 Defendant Colehour learned about and attested to certain obligations relating to both Plaintiff's
10 and Plaintiff's patients' confidential information, which included both protected medical
11 information and trade secrets ("Confidential Information").

12 7.

13 Specifically, Defendant Colehour promised, as an integral part of Defendant Colehour's
14 employment, to keep patient provider and personnel information, from any source and in any form,
15 confidential. Defendant Colehour acknowledged that Plaintiff's Confidential Information
16 included, but was not limited to, patient or client information of any kind, staff information,
17 Plaintiff's strategies, financial records, reports, vendor contracts and any similar information.
18 Defendant Colehour also expressly promised, "I will only access information I need to do my job."

19 8.

20 Defendant Colehour broke Defendant Colehour's promise and breached Defendant
21 Colehour's obligations to Plaintiff and the community that Plaintiff serves by secretly stealing
22 voluminous records, files and other materials, including the specific types described above, from
23 Plaintiff just before Defendant Colehour resigned in November, 2025. Specifically, at 10:24 AM,
24 November 7, 2025, Defendant Colehour secretly accessed and began downloading voluminous
25 confidential files and records of Plaintiff's to a personal electronic device. Once the download
26 was completed at 10:46 AM, Defendant Colehour sent a resignation email to Plaintiff's Program

1 Director. Pursuant to Plaintiff's security policies, Defendant Colehour's access to Plaintiff's
2 Confidential Information was discontinued at 1:19 PM, November 7, 2025. Plaintiff did not know
3 and Defendant Colehour did not disclose that Defendant Colehour had secretly downloaded the
4 Confidential Information earlier in the day.

5 9.

6 On November 10, 2025, Plaintiff provided Defendant Colehour with a written reminder of
7 Defendant Colehour's obligations to return all Confidential Information and any other property of
8 Plaintiff's prior to Defendant Colehour's last day of work (November 14th) and invited Defendant
9 Colehour to contact Defendant Colehour's supervisor if Defendant Colehour had any questions
10 about that or Defendant Colehour's continuing obligation of confidentiality following the end of
11 Defendant Colehour's employment. Plaintiff paid Defendant Colehour all wages and
12 compensation, including PTO, on November 14th. Defendant Colehour did not disclose that
13 Defendant Colehour had secretly downloaded Plaintiff's Confidential Information a week earlier
14 and did not return that information.

15 10.

16 Defendant Colehour knew that Defendant Colehour would no longer have access to
17 Plaintiff's Confidential Information once Defendant Colehour notified Plaintiff that Defendant
18 Colehour was quitting and Defendant Colehour's download of that information just prior to
19 providing notice of Defendant Colehour's resignation was intentional. The Confidential
20 Information stolen by Defendant Colehour and likely used for the benefit of WVCC includes but
21 is not limited to patient and client personal health information ("PHI"), training manuals, job
22 descriptions, board meeting minutes, trademark and copyright protected information.

23 **FIRST CLAIM FOR RELIEF**

24 **(Misappropriation of Trade Secrets)**

25 **(ORS 646.461 *et seq.*)**

26 For its first claim for relief against Defendants Colehour and WVCC, Plaintiff alleges:

1 11.

2 Plaintiff realleges paragraphs 1-10 above.

3 12.

4 As part of its business, Plaintiff develops and maintains, among other things, patient and
5 client information, including protected PHI, business development plans, training manuals, job
6 descriptions, grant and funding strategies, budgets, meeting minutes, vendor records and records
7 of and relationships with its actual and prospective clients and patients. This Confidential
8 Information is not generally known or ascertainable, is critical to Plaintiff's ability to serve the
9 community, has been developed over approximately 50 years of service and Plaintiff maintains
10 strict confidentiality over the same. Plaintiff derives, and reasonably expects to continue to derive,
11 substantial value from these materials, strategies and relationships.

12 13.

13 In or about March, 2016, upon the initiation of Defendant Colehour's employment with
14 Plaintiff, and as a condition of Defendant Colehour's employment, Defendant Colehour signed an
15 employment agreement ("Employment Agreement") and Staff Confidentiality Agreement
16 ("Confidentiality Agreement") acknowledging, in part, that (1) Plaintiff's Confidential
17 Information and other information is confidential and the exclusive property of Plaintiff; (2)
18 Defendant Colehour would maintain that confidentiality and (3) upon Defendant Colehour's
19 termination, Defendant Colehour would return any Confidential Information and other information
20 to Plaintiff. Through these Agreements and other specific policies, Plaintiff makes extraordinary
21 efforts to maintain the confidentiality of its Confidential Information and that of the community it
22 serves.

23 14.

24 During Defendant Colehour's employment with Plaintiff, Defendant Colehour
25 misappropriated Plaintiff's Confidential Information by knowingly using improper means,
26 including theft, breach of the Employment and Confidentiality Agreements, and computer

1 espionage, to acquire the Confidential Information. Defendant Colehour's acquisition of the
2 Confidential Information was unrelated to Defendant Colehour's work for Plaintiff and its clients
3 and patients.

4 15.

5 Defendant WVCC was established by, or with the help of Defendant Colehour in May,
6 2025. Defendant Colehour was acting within the course and scope of her engagement with WVCC
7 when she took or disclosed the Confidential Information, or both.

8 16.

9 As a result of Defendants' misappropriation of Plaintiff's Confidential Information and
10 likely disclosure and use of the same, Plaintiff is entitled to preliminary and permanent injunctive
11 relief pursuant to ORS 646.463, including, but not limited to, an injunction requiring Defendants
12 and those in active concert or participation with either of them, to immediately return to Plaintiff
13 all originals and copies of Plaintiff's Confidential Information, and prohibiting Defendants and
14 those in active concert or participation with either of them, from further using or disclosing any of
15 Plaintiff's Confidential Information or other property taken from Plaintiff.

16 17.

17 Plaintiff is further entitled to recover all damages caused by Defendants' misappropriation
18 of the Confidential Information, in an amount to be determined at trial, pursuant to ORS 646.465.

19 18.

20 Because Defendants' misappropriation was willful or malicious, Plaintiff will seek an
21 amendment to pursue punitive damages in an amount representing twice the amount of actual
22 damages awarded, pursuant to ORS 646.465(3).

23 19.

24 Because Defendants' misappropriation was willful or malicious, Plaintiff is entitled to
25 reimbursement of its attorney fees, pursuant to ORS 646.467.

26 ////

1 **SECOND CLAIM FOR RELIEF**

2 **(Conversion)**

3 For its second claim for relief against Defendants Colehour and WVCC, Plaintiff alleges:

4 20.

5 Plaintiff realleges Paragraphs 1-16 above.

6 21.

7 Plaintiff is the exclusive owner of all files, documents, and other information related to its
8 business, including those stored electronically (“Property”).

9 22.

10 Defendants intentionally converted the Property by copying, taking, and retaining
11 possession of the Property, and by sharing the Property with others.

12 23.

13 Plaintiff is entitled to recover its damages related to Defendants’ conversion of the
14 Property, in an amount to be determined at trial.

15 **THIRD CLAIM FOR RELIEF**

16 **(Breach of Contract)**

17 For its third claim for relief against Defendant Colehour, Plaintiff alleges:

18 24.

19 Plaintiff realleges Paragraphs 1-16 above.

20 25.

21 Plaintiff’s Employment and Confidentiality Agreements provide, in part, that Defendant
22 Colehour would: (1) only access Plaintiff’s information needed to do Defendant Colehour’s job,
23 (2) keep Plaintiff’s business information and Confidential Information, confidential, (3) to protect
24 the privacy of patients, staff, providers and contractors, (4) refrain from sharing any confidential
25 information during and after employment and (5) return Plaintiff’s information upon termination
26 of employment.

1 26.

2 Plaintiff has fully performed all terms and conditions required to be performed by it under
3 the Employment and Confidentiality Agreements.

4 27.

5 Defendant Colehour breached the Employment and Confidentiality Agreements by
6 copying, taking, and retaining possession of the Confidential Information and Property, and by
7 sharing the Confidential Information and Property with others, including Defendant WVCC.

8 28.

9 As a result of Defendant Colehour's breach, Plaintiff has been damaged in an amount to
10 be proven at trial.

11 **FOURTH CLAIM FOR RELIEF**

12 **(State Common Law Trademark Infringement)**

13 For its fourth claim for relief against Defendant WVCC, Plaintiff alleges:

14 29.

15 Plaintiff realleges paragraphs 1-16.

16 30.

17 CAHOOTS is a trademark of Plaintiff's ("Trademark") and is a valid, protectible,
18 suggestive mark, used by Plaintiff for many decades and registered to Plaintiff in 2023.

19 31.

20 Plaintiff's use of the Trademark, including in commerce in the state of Oregon, predates
21 any use by Defendant WVCC.

22 32.

23 Defendant WVCC's use of the Trademark in intrastate and interstate commerce, including
24 but not limited to social media and online marketing and solicitation, is likely to cause confusion,
25 cause mistake, or to deceive customers as to the affiliation, connection, or association of Defendant
26 WVCC with Plaintiff and Plaintiff's Trademark.

1 33.

2 Defendant WVCC acted with intent to trade upon the goodwill and reputation of Plaintiff
3 and to cause confusion, cause mistake, or deceive the community.

4 34.

5 Plaintiff has no remedy at law.

6 35.

7 Defendant WVCC's infringement continues and will cause damage and irreparable injury
8 to Plaintiff if not enjoined. Specifically, if vendors, donors, volunteers and other local and national
9 community members associate Defendant WVCC with Plaintiff's services, it will cause
10 incalculable and irreparable damage to Plaintiff's reputation and the significant goodwill
11 associated with Plaintiff's brand and the Trademark it developed.

12 36.

13 Plaintiff is entitled to an injunction prohibiting Defendant WVCC from using the
14 Trademark in commerce, including in the state of Oregon, and including but not limited to
15 requiring Defendant WVCC to remove references to the Trademark online, including from social
16 media, online directories, and any other forms of internet advertising; email addresses and domain
17 names; on print advertising, letterhead, business cards, solicitations, bids, and other printed or
18 electronic materials.

19 **FIFTH CLAIM FOR RELIEF**

20 **(Federal Common Law Trademark Infringement – 15 USC § 1125(a))**

21 For its fifth claim for relief against Defendant WVCC, Plaintiff alleges:

22 37.

23 Plaintiff realleges paragraphs 1-16 and 30-36.

24 38.

25 The Trademark is a valid, protectible, suggestive mark.

26 ////

1 39.

2 Plaintiff's use of the Trademark in interstate commerce predates any use by Defendant
3 WVCC.

4 40.

5 Defendant WVCC's use of the Trademark has and will continue to cause confusion in
6 interstate commerce.

7 41.

8 Defendant WVCC acted with intent to trade upon the goodwill and reputation of Plaintiff
9 and to cause confusion, cause mistake, or deceive customers.

10 42.

11 Plaintiff has no remedy at law.

12 43.

13 Defendant WVCC's infringement continues and will cause damage and irreparable injury
14 to Plaintiff if not enjoined. Specifically, if vendors, donors, volunteers and other local and national
15 community members associate Defendant WVCC with Plaintiff's services, it will cause
16 incalculable and irreparable damage to Plaintiff's reputation and the significant goodwill
17 associated with Plaintiff's brand and the Trademark it developed.

18 44.

19 Plaintiff is entitled to an injunction prohibiting Defendant WVCC from using the
20 Trademark in commerce and including but not limited to requiring Defendant WVCC to remove
21 references to the Trademark online, including from social media, online directories, and any other
22 forms of internet advertising; email addresses and domain names; on print advertising, letterhead,
23 business cards, solicitations, bids, and other printed or electronic materials.

24 45.

25 Defendant WVCC should be required to account for and disgorge any value derived from
26 its use of the Trademark.

1 46.

2 Plaintiff is entitled to reimbursement of its attorney fees pursuant to 15 USC § 1117(a).

3 **SIXTH CLAIM FOR RELIEF**

4 **(False Designation of Origin – 15 USC § 1125(a))**

5 For its sixth claim for relief against Defendant WVCC, Plaintiff alleges:

6 47.

7 Plaintiff realleges paragraphs 1-16 and 30-36.

8 48.

9 Defendant WVCC is falsely designating the origin of its services (or “passing off” its
10 services) as being those of Plaintiff.

11 49.

12 Defendant WVCC’s conduct of passing off its services as being Plaintiff’s services is likely
13 to cause confusion, cause mistake, or to deceive service partners as to the affiliation, connection,
14 or association of Defendant WVCC with Plaintiff and Plaintiff’s services.

15 50.

16 Plaintiff has and will continue to be harmed by Defendant WVCC’s passing off its services
17 as Plaintiff’s services if Defendant WVCC is not enjoined.

18 51.

19 Plaintiff has no remedy at law.

20 52.

21 Plaintiff is entitled to an injunction prohibiting Defendant WVCC from using the
22 Trademark in commerce, including in the state of Oregon, and including but not limited to
23 requiring Defendant WVCC to remove references to the Trademark online, including from social
24 media, online directories, and any other forms of internet advertising; email addresses and domain
25 names; on print advertising, letterhead, business cards, solicitations, bids, and other printed or
26 electronic materials.

1 53.

2 Defendant WVCC should be required to account for and disgorge any value obtained by
3 passing off its services as those of Plaintiff.

4 54.

5 Plaintiff is entitled to an award of its attorney fees pursuant to 15 USC § 1117(a).

6
7 WHEREFORE Plaintiff prays for judgment as follows;

8 1. On Plaintiff's First Claim for Relief against Defendants Colehour and WVCC,

9 (a) Enjoining Defendants Colehour and WVCC from disclosing or using any
10 property or information of Plaintiff's, including Plaintiff's Confidential information, and
11 requiring Defendant Colehour and WVCC to return the same to Plaintiff;

12 (b) Damages in an amount to be proven at trial; and

13 (c) For Plaintiff's attorney fees, costs and disbursements;

14 2. On Plaintiff's Second Claim for Relief against Defendants Colehour and WVCC,
15 for damages in an amount to be proven at trial;

16 3. On Plaintiff's Third Claim for Relief, against Defendant Colehour only, for
17 damages in an amount to be proven at trial;

18 4. On Plaintiff's Fourth Claim for Relief against Defendant WVCC only,

19 (a) Enjoining Defendant WVCC from using the Trademark in commerce,
20 including in the state of Oregon, and including but not limited to requiring Defendant
21 WVCC to remove references to the Trademark online, including from social media, online
22 directories, and any other forms of internet advertising; email addresses and domain names;
23 on print advertising, letterhead, business cards, solicitations, bids, and other printed or
24 electronic materials;

25 5. On Plaintiff's Fifth Claim for Relief against Defendant WVCC only,

26 ////

1 (a) An injunction prohibiting Defendant WVCC from using the Trademark in
2 commerce and including but not limited to requiring Defendant WVCC to remove
3 references to the Trademark online, including from social media, online directories, and
4 any other forms of internet advertising; email addresses and domain names; on print
5 advertising, letterhead, business cards, solicitations, bids, and other printed or electronic
6 materials;

7 (b) An accounting for and disgorging of any value derived from its use of the
8 Trademark; and

9 (c) For Plaintiff's attorney fees, costs and disbursements pursuant to 15 USC §
10 1117(a);

11 6. On Plaintiff's Sixth Claim for Relief against Defendant WVCC only,

12 (a) An injunction prohibiting Defendant WVCC from using the Trademark in
13 commerce, including in the state of Oregon, and including but not limited to requiring
14 Defendant WVCC to remove references to the Trademark online, including from social
15 media, online directories, and any other forms of internet advertising; email addresses and
16 domain names; on print advertising, letterhead, business cards, solicitations, bids, and other
17 printed or electronic materials;

18 (b) An accounting for and disgorging of any value derived from its use of the
19 Trademark; and

20 (c) For Plaintiff's attorney fees, costs and disbursements pursuant to 15 USC §
21 1117(a);

22 7. For Plaintiff's costs and disbursements incurred herein; and

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