

**IN THE CIRCUIT COURT OF THE STATE OF OREGON**  
**FOR THE COUNTY OF WASCO**

MID-COLUMBIA FIRE AND RESCUE,

Plaintiff,

and

MID-COLUMBIA FIREFIGHTERS ASSOCIATION  
IAFF LOCAL 1308,

Defendant.

Case No.

COMPLAINT

COMMON LAW SERVICE MARK  
INFRINGEMENT; COMMON LAW  
UNFAIR COMPETITION; UNLAWFUL  
TRADE PRACTICES; SERVICE MARK  
INFRINGEMENT

CLAIM NOT SUBJECT TO MANDATORY  
ARBITRATION

FEE AUTHORITY ORS 21.135(1), (2)(e);  
\$265.00

Plaintiff Mid-Columbia Fire and Rescue ("MCFR") alleges, based on actual knowledge with respect to Plaintiff and Plaintiff's acts, and based on information and belief with respect to all other matters, against Defendant, Mid-Columbia Firefighters Association IAFF Local 1308 ("the Local 1308") as follows:

**NATURE OF THE CASE**

1.

This is a civil action for service mark infringement and unfair competition under the common law of Oregon, unlawful trade practices in violation of Oregon Revised Statute Section 646.608, and service mark infringement in violation of Oregon Revised Statute Section 647.095.

1 **THE PARTIES**

2 2.

3 Plaintiff Mid-Columbia Fire and Rescue is, and at all times relevant to this action was, a Rural  
4 Fire Protection District organized under Oregon Revised Statute Chapter 478 and having a principal  
5 office in The Dalles, Oregon, Wasco County.

6 3.

7 Defendant Mid-Columbia Firefighters IAFF Local 1308 is, and at all times relevant to this  
8 action was, the exclusive collective bargaining unit for non-management employees of MCFR in The  
9 Dalles, Oregon, Wasco County, and is a local affiliate of a national labor organization.

10 **JURISDICTION AND VENUE**

11 4.

12 The Circuit Court for the State of Oregon for Wasco County has personal jurisdiction under  
13 ORCP 4A. Defendant engaged in substantial activities within the State of Oregon. All transactions  
14 took place within the course of Defendant's business.

15 **BACKGROUND FACTS**

16 5.

17 MCFR has been operating as a Rural Fire Protection District under its current structure and  
18 organization since 1996, including delivering to the general public in its region such services as (but  
19 not necessarily limited to) firefighting services; emergency medical services; rescue services;  
20 technical rescue services; community risk reduction/public outreach; public education services;  
21 education services, namely, providing public outreach regarding fire prevention, firefighting services,  
22 healthcare, and emergency medical services; selling and facilitating burn permits; code enforcement;  
23 pre-fire planning services; business inspection services; hazmat response services; home safety  
24 inspections; disaster response planning; charitable fundraising and assistance. These services and  
25 other services of MCFR collectively are referred to herein as "the MCFR Services."  
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6.

In or before mid-2017, MCFR commissioned the creation of new logos from AN Signs & Designs LLC of Salem, Oregon ("AN Signs"). Ultimately, AN Signs created and delivered to MCFR at least the three logos presented in "Exhibit 1," attached hereto (hereinafter referred to as "Logo #1," "Logo #2," and "Logo #3). Collectively, Logo #1, Logo #2, Logo #3, and variations thereon (e.g., misc. color and textured versions thereof) are referred to herein as "the New MCFR Logos."

7.

AN Signs has assigned the copyrights associated with the New MCFR Logos to MCFR, and a copy of the assignment document is attached hereto as "Exhibit 2."

8.

In addition to the New MCFR Logos, MCFR also claims service mark rights to the distinctive design elements of the New MCFR Logos, referred to herein as "MCFR's Design Mark" and attached hereto as "Exhibit 3." The New MCFR Logos each include MCFR's Design Mark as an element thereof.

9.

MCFR owns the copyrights associated with MCFR's Design Mark by way of the assignment from AN Signs in Exhibit 2.

10.

MCFR first used Logo #1 to advertise its services at least as early as July 25, 2017, when t-shirts bearing Logo #1 were distributed at a public event on July 25, 2017. A photo of such a t-shirt is attached hereto as "Exhibit 4."

11.

MCFR continues to use Logo #1 to advertise its services at least on MCFR's Facebook page ([www.facebook.com/midcolumbiabfire/](http://www.facebook.com/midcolumbiabfire/)). A screenshot of MCFR's current Facebook page is attached hereto as "Exhibit 5."

12.

MCFR first used Logo #2 to advertise its services at least as early as September 19, 2018, when two water tenders bearing Logo #2 went into service, and MCFR continues to use Logo #2 on fire apparatuses that are in service and regularly seen by the public. A photo of an MCFR fire apparatus bearing Logo #2 is attached hereto as "Exhibit 6."

13.

MCFR's use of Logo #1 and Logo #2, and thus also of MCFR's Design Mark, has been valid and continuous since the dates of first use, and MCFR has not abandoned its rights to Logo #1, Logo #2, and/or MCFR's Design Mark. Logo #1, Logo #2, and MCFR's Design Mark are symbolic of extensive goodwill and public recognition built up by MCFR through time and effort in advertising, promoting, and rendering MCFR's services to the public.

14.

MCFR has acquired an excellent reputation under Logo #1, Logo #2, and MCFR's Design Mark prior to the Local 1308's alleged acts, as a result of the advertising and the care and skill exercised by MCFR in the rendering of its services to the public, the uniform high quality of the services provided to the public, and the public's recognition and acceptance thereof.

15.

Logo #1, Logo #2, and MCFR's Design Mark have become distinctive of MCFR's services and have acquired secondary meaning in that the public recognizes that Logo #1, Logo #2, and MCFR's Design Mark identify MCFR and/or symbolize firefighting and related services of consistently high quality emanating from a particular source as a result of the advertising and rendering of MCFR's various services to the public.

16.

Defendant Mid-Columbia Firefighters IAFF Local 1308 is the local chapter of the International Association of Fire Fighters (IAFF) Union, representing the non-management employees of MCFR.

17.

The Local 1308 promotes itself, including through public outreach and charitable events, under MCFR's Logo #3 in direct competition with at least a subset of the MCFR Services, including public outreach and charitable services in the local The Dalles region. Photos from the Local 1308's social media pages of public outreach and charitable events of the Local 1308, including a banner bearing Logo #3, are attached hereto as "Exhibit 7."

18.

MCFR's use of Logo #1, Logo #2, and MCFR's Design Mark predates any use of Logo #3 by the Local 1308.

19.

Prior to the Local 1308's use of Logo #3, the Local 1308 was familiar with Logo #1, Logo #2, and MCFR's Design Mark.

20.

More specifically, MCFR's then employee responsible for commissioning the New MCFR Logos on behalf of MCFR and then member of the Local 1308, Firefighter Ryan Bielenberg, on March 15, 2018, surreptitiously requested that AN Signs create Logo #3 and have the invoice sent to his personal email address. Firefighter Bielenberg subsequently received the requested invoice from AN Signs and presented it to the Local 1308 for payment. Firefighter Bielenberg subsequently continued to communicate with AN Signs on behalf of MCFR in connection with Logo #2. That is, after Logo #1 had been used by MCFR and during the period in which Firefighter Bielenberg was actively working with AN Signs on behalf of MCFR to have Logo #2 created for MCFR, Firefighter Bielenberg, without permission from MCFR, had AN Signs create Logo #3 for the Local 1308.

21.

Logo #3 is substantially the same as, or at least confusingly similar to, Logo #1 and Logo #2 and incorporates the entirety of MCFR's Design Mark. Thus, the Local 1308's use of Logo #3 in

1 connection with promoting the Local 1308 is likely to cause confusion, mistake, deception, and/or  
2 dilution with respect to the association of the Local 1308 with MCFR, as well as with respect to the  
3 origin, sponsorship, or approval of the Local 1308's services, such as at public outreach and  
4 charitable events.

5 22.

6 In a letter dated June 10, 2019, and addressed to Eric Blumenthal, IAFF Local 1308  
7 President, counsel for MCFR, Thomas C. Peachey, on behalf of MCFR, notified the Local 1308 of its  
8 infringing use of Logo #3, and demanded that the Local 1308 discontinue its use of Logo #3. A copy  
9 of this letter is attached hereto as "Exhibit 8."

10 23.

11 Despite MCFR's demand for the Local 1308 to discontinue use of Logo #3, the Local 1308  
12 continues to infringe the New MCFR Logos and MCFR's Design Mark, making the Local 1308's  
13 continued infringement willful, deliberate, and malicious.

14 24.

15 MCFR owns Oregon Service Mark Registration No. 50622 for Logo #2. A copy of MCFR's  
16 Certificate of Registration for Logo #2 is attached hereto as "Exhibit 9."

17 25.

18 MCFR also owns Oregon Service Mark Registration No. 50623 for MCFR's Design Mark. A  
19 copy of MCFR's Certificate of Registration for MCFR's Design Mark is attached hereto as "Exhibit  
20 10."

21 26.

22 On March 1, 2019, MCFR commissioned from Portland HR Solutions, Inc. a fact-finding  
23 investigation into MCFR's process of contracting for and securing the New MCFR Logos and MCFR's  
24 Design Mark. Portland HR Solutions, Inc. completed its investigation and presented its Investigative  
25  
26

1 Report to MCFR on June 5, 2019. The report reasonably concluded that the new MCFR logo was  
2 created by AN Signs and Designs for MCFR prior to the Union obtaining it.

3 27.

4 MCFR has been, and continues to be, injured by the Local 1308's unauthorized and unlawful  
5 use of Logo #3 and MCFR's Design Mark. The Local 1308's infringing use of Logo #3 has caused,  
6 and continues to cause, irreparable harm to MCFR and to MCFR's public goodwill and reputation.

7 **COUNT I – COMMON LAW SERVICE MARK INFRINGEMENT**

8 28.

9 MCFR hereby realleges and incorporates by reference the allegations in paragraphs 1  
10 through 27, as though fully set forth herein.

11 29.

12 MCFR owns common law rights in Logo #1, Logo #2, and MCFR's Design Mark. These rights  
13 are senior to any use of Logo #3 and MCFR's Design Mark by the Local 1308.

14 30.

15 As a result of the Local 1308's infringement of the New MCFR Logos and MCFR's Design  
16 Mark, MCFR is entitled to recover compensatory damages in an amount to be determined at trial,  
17 plus prejudgment interest.

18 31.

19 Local 1308 knowingly acted in bad faith by infringing upon the New MCFR Logos and MCFR's  
20 Design Mark.

21 32.

22 MCFR is entitled to injunctive relief ordering the Local 1308 and anyone acting in concert with  
23 the Local 1308 to immediately stop infringing MCFR's service marks, to provide corrective advertising  
24 to disclaim any association between the Local 1308 and MCFR, other than in its capacity  
25  
26

1 representing MCFR's non-management employees, and any other relief the Court deems  
2 appropriate.

3 **COUNT II – COMMON LAW UNFAIR COMPETITION**

4 33.

5 MCFR hereby realleges and incorporates by reference the allegations in paragraphs 1  
6 through 27, as though fully set forth herein.

7 34.

8 The Local 1308 has been unfairly competing and continues to unfairly compete with MCFR in  
9 the region of The Dalles for services, by committing the acts alleged above.

10 35.

11 Local 1308 knowingly acted in bad faith by infringing upon the New MCFR Logos and MCFR's  
12 Design Mark.

13 36.

14 MCFR is entitled to recover compensatory damages in an amount to be determined at trial,  
15 plus prejudgment interest, all as a result of the Local 1308's acts of unfair competition.

16 37.

17 MCFR is entitled to injunctive relief ordering the Local 1308 and anyone acting in concert with  
18 the Local 1308 to immediately stop infringing MCFR's service marks, to provide corrective advertising  
19 to disclaim any association between the Local 1308 and MCFR, other than in its capacity  
20 representing MCFR's non-management employees, and any other relief the Court deems  
21 appropriate.  
22

23 ///

24 ///

25 ///

26 ///

1 **COUNT III – OREGON UNLAWFUL TRADE PRACTICES**

2 (Under O.R.S. 646.608 *et seq.*)

3 38.

4 MCFR hereby realleges and incorporates by reference the allegations in paragraphs 1  
5 through 27, as though fully set forth herein.

6 39.

7 The Local 1308 has caused and continues to cause a likelihood of confusion or a  
8 misunderstanding as to the source, sponsorship, approval, or certification of its services that are  
9 advertised and rendered under Logo #3 and MCFR's Design Mark, by committing the acts alleged  
10 above.

11 40.

12 The Local 1308 has caused and continues to cause a likelihood of confusion or a  
13 misunderstanding as to the Local 1308's affiliation, connection, association with, or certification by  
14 MCFR, by committing the acts alleged above.

15 41.

16 The Local 1308 knowingly acted in bad faith by infringing upon the New MCFR Logos and  
17 MCFR's Design Mark.

18 42.

19 MCFR is entitled to recover compensatory damages in an amount to be determined at trial,  
20 plus an award of attorney fees and prejudgment interest, pursuant to O.R.S. 646.638.

21 43.

22 MCFR also is entitled to injunctive relief ordering the Local 1308 and anyone acting in concert  
23 with the Local 1308 to immediately stop its unlawful trade practices and to provide corrective  
24 advertising to disclaim any association between the Local 1308 and MCFR, other than in its capacity  
25  
26

1 representing MCFR's non-management employees, and any other relief the Court deems  
2 appropriate.

3 **COUNT IV – OREGON SERVICE MARK INFRINGEMENT**

4 (Under O.R.S. 647.095 *et seq.*)

5 44.

6 MCFR hereby realleges and incorporates by reference the allegations in paragraphs 1  
7 through 27, as though fully set forth herein.

8 45.

9 The Local 1308 has caused and continues to cause a likelihood of confusion or a  
10 misunderstanding as to the source, sponsorship, approval, or certification of its services that are  
11 advertised and rendered under Logo #3 and MCFR's Design Mark, by committing the acts alleged  
12 above.

13 46.

14 The Local 1308 has caused and continues to cause a likelihood of confusion, mistake, and/or  
15 deception as to the origin of the Local 1308's services, by committing the acts alleged above.

16 47.

17 The Local 1308 knowingly acted in bad faith by infringing upon the New MCFR Logos and  
18 MCFR's Design Mark.

19 48.

20 MCFR is entitled to recover compensatory treble damages in an amount to be determined at  
21 trial, plus an award of attorney fees and prejudgment interest, pursuant to O.R.S. 647.105.

22 49.

23 MCFR also is entitled to injunctive relief ordering the Local 1308 and anyone acting in concert  
24 with the Local 1308 to immediately stop infringing MCFR's service marks, and to provide corrective  
25 advertising to disclaim any association between the Local 1308 and MCFR, other than in its capacity  
26

1 representing MCFR's non-management employees, and any other relief the Court deems appropriate  
2 pursuant to O.R.S. 647.105.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE, Plaintiff requests judgment as follows:**

5 1. A finding that Defendant, through its use of Logo #3, infringed on MCFR's Logo #1, Logo  
6 #2, and Design Mark, and engaged in unfair competition.

7 2. That Defendant, its officers, agents, co-conspirators, servants, affiliates, employees, parent  
8 and subsidiary corporations, attorneys, and representatives, and all those in privity or acting in  
9 concert with Defendant, and each and all of them, be permanently enjoined and restrained from  
10 directly or indirectly:

11 a. Using service marks or trademarks in connection with the advertisement,  
12 promotion, offering, or rendering of services that imitate or simulate Plaintiff's service marks,  
13 trademarks, or trade dress, including without limitation the New MCFR Logos (Logo #1, Logo  
14 #2, and Logo #3), MCFR's Design Mark, and colorable imitations thereof;

15 b. Performing any actions or using any service marks, trademarks, words, names,  
16 styles, titles, designs, or marks that are likely to cause confusion or mistake, or to deceive; or  
17 to otherwise mislead the public into believing that Plaintiff and Defendant are one and the  
18 same or in some way connected; or that Plaintiff is a sponsor of Defendant; or that Defendant  
19 is in some manner affiliated or associated with, or under the supervision or control of, Plaintiff;  
20 or that the goods or services of Defendant originate with Plaintiff; or are likely in any way to  
21 lead the trade or the public to associate Defendant with Plaintiff;

22 c. Using any service marks or trademarks or engaging in any other conduct that  
23 creates a likelihood of injury to the reputation of Plaintiff or a likelihood of misappropriation  
24 and dilution of Plaintiff's distinctive service marks and the good will associated with Plaintiff's  
25 distinctive service marks;  
26

1 d. Registering as a service mark or trademark any mark as described in Plaintiff's  
2 complaint;

3 e. Using any trade practices whatsoever, including those complained of in this  
4 complaint, that tend to injure Plaintiff, its business, and the good will appertaining to Plaintiff  
5 and its business;

6 3. That Defendant be required to pay to Plaintiff compensatory damage, at present estimated  
7 to be in excess of \$5,000.00, for the injuries sustained by Plaintiff in consequence of the acts  
8 complained of herein according to such proof as Plaintiff shall produce at the trial of this action, and  
9 that such damages be trebled pursuant to the provisions of O.R.S. 647.105 due to the willful acts  
10 herein described in disregard of Plaintiff's known rights;

11 4. That Defendant be required to deliver for destruction all brochures, promotional materials, t-  
12 shirts, banners, packaging, and other material bearing the infringing service mark, together with all  
13 plates, molds, matrices, and other means and materials for making or reproducing such brochures,  
14 promotional materials, packaging, and other materials;

15 5. That Defendant be required to pay to Plaintiff all of its litigation expenses, including  
16 reasonable attorney fees and the costs of this action pursuant to the provisions of O.R.S. 647.105  
17 and O.R.S. 646.638; and

18 6. That Plaintiff have such other and further relief as the Court may deem just and proper.

19 Dated this 4th day of September, 2019.

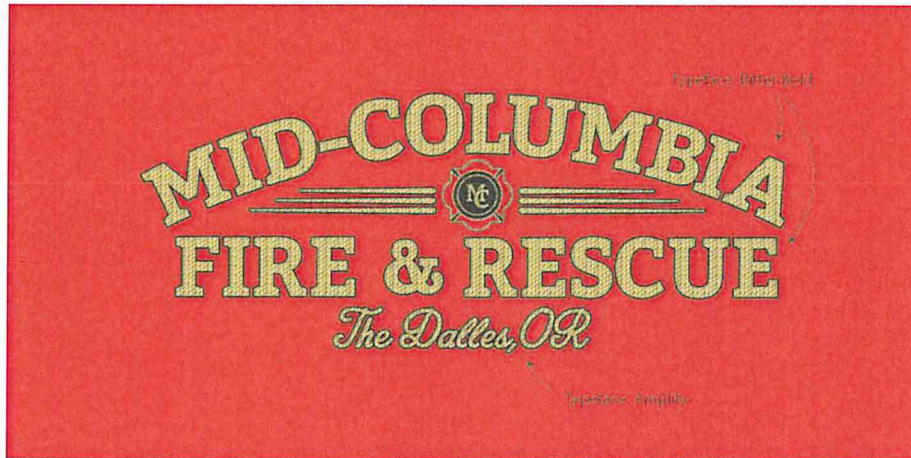
20  
21 PEACHEY DAVIES MYERS & DUNN, PC

22  
23 s/ Thomas C. Peachey  
24 Thomas C. Peachey, OSB No. 783319  
25 Attorney for Plaintiff  
26 tpeachey@gorgelaw.com

<p><u>Logo #1</u></p>	
<p><u>Logo #2</u></p>	
<p><u>Logo #3</u></p>	

COPYRIGHT ASSIGNMENT

Mid-Columbia Fire and Rescue ("MCFR"), an Oregon Rural Fire Protection District, engaged AN Signs & Designs LLC ("AN Signs"), an Oregon limited liability company, to create various logos for MCFR, including the logos depicted directly below.



AN Signs also created at least one derivative of the logos depicted above, including the logo depicted directly below. Collectively, the logos above, the logo below, and any other logos and designs derived and/or based thereon and created by AN Signs are referred to herein as the "Commissioned Logos."



COPYRIGHT ASSIGNMENT

MCFR desires to acquire the copyrights associated with the Commissioned Logos, and AN Signs desires to assign said copyrights to MCFR.

For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, AN Signs, together with the individual designer(s) identified below, hereby assign, sell, and convey to MCFR all copyrights in and to the Commissioned Logos and the creative designs embodied therein.

AN Signs represents and warrants that any and all individual designers that contributed to the design of the Commissioned Logos have signed this Copyright Assignment below.

AN Signs & Designs LLC  
Signed: [Signature]  
Name: Victoria Veary  
Title: Owner  
Date: 7/31/19

Mid-Columbia Fire & Rescue  
Signed: Robert F. Palmer  
Name: Robert F. Palmer  
Title: Fire Chief  
Date: 08/05/19

Designer(s)

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

# COPYRIGHT ASSIGNMENT

MCFR desires to acquire the copyrights associated with the Commissioned Logos, and AN Signs desires to assign said copyrights to MCFR.

For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, AN Signs, together with the individual designer(s) identified below, hereby assign, sell, and convey to MCFR all copyrights in and to the Commissioned Logos and the creative designs embodied therein.

AN Signs represents and warrants that any and all individual designers that contributed to the design of the Commissioned Logos have signed this Copyright Assignment below.

AN Signs & Designs LLC  
Signed: [Signature]  
Name: Victoria Veary  
Title: Owner  
Date: 7/31/19

Mid-Columbia Fire & Rescue  
Signed: [Signature]  
Name: Robert F. Palmer  
Title: Fire Chief  
Date: 08/05/19

Designer(s)  
Signed: [Signature]  
Name: Nick Veary  
Date: 8/5/19

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MCFR's**  
**Design Mark**



**MID-COLUMBIA**  
  
**FIRE RESCUE**  
*The Dalles, OR*

Email or Phone

Password

Log In

Forgot account?



Mid Columbia Fire  
Rescue

@midcolumbiafire

Home

About

Photos

Reviews

Videos

Events

Posts

Community

Create a Page



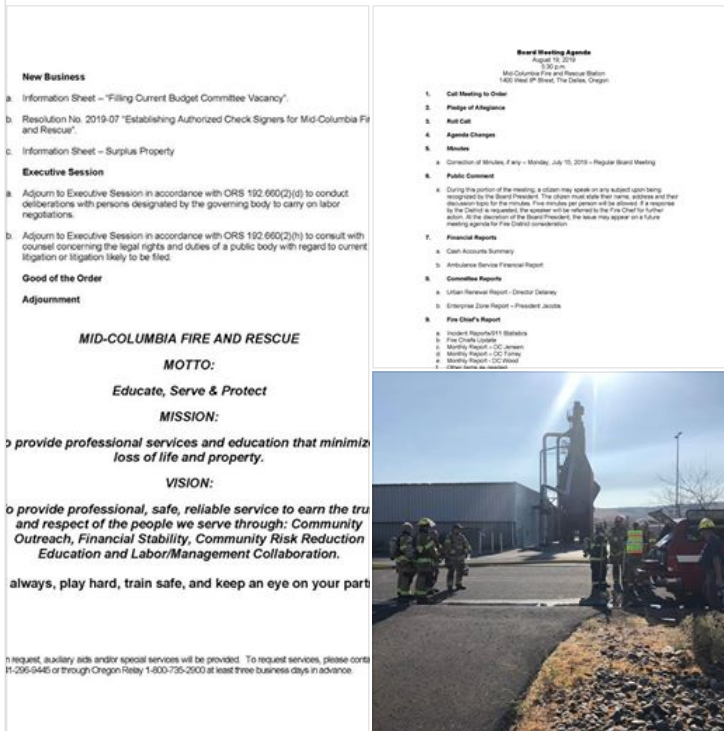
Like

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Send Message

## Photos



See All

## Recommendations and Reviews

Recommended by 6 people



I cannot speak highly enough of the care provided me by the ambulance crew responding to my heart at... [See More](#)

March 30, 2015



I love our firefighters! These men and women put their lives on the line to protect us every day in ... [See More](#)

June 30, 2015

Thank you firefighters for your quick and professional work in putting out

4.7

4.7 out of 5 · Based on the opinion of 41 people

## Community

[See All](#)

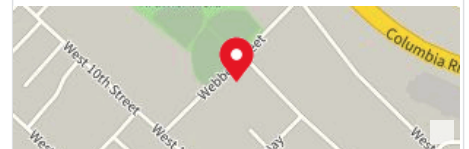
3,642 people like this

3,729 people follow this

220 check-ins

## About

[See All](#)



1400 W 8th St (1.62 mi)  
The Dalles, Oregon 97058

[Get Directions](#)

(541) 296-9445

[www.mcfir.org](#)

Fire Station · Fire Protection Service · Government Organization

Hours  
Always Open

## Page Transparency

[See More](#)

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - September 20, 2010

## People

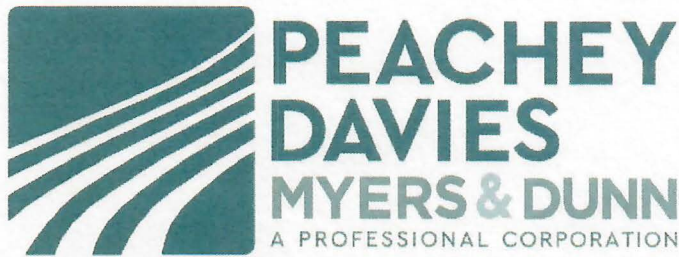
3,642 likes  
220 visits

## Related Pages

EXHIBIT 5  
Page 1







THOMAS C. PEACHEY  
LISA KNIGHT DAVIES\*  
ANDREW J. MYERS\*  
JOHNSON DUNN\*  
DIANA McDOUGLE\*  
MARCUS J. SWIFT  
Licensed in OR  
\*Licensed in OR & WA

June 10, 2019

**SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND  
USPS FIRST CLASS MAIL**

Eric Blumenthal, IAFF Local 1308 President  
7380 Mill Creek Road  
The Dalles, Oregon 97058

IAFF Local 1308  
c/o Eric Blumenthal, Local 1308 President  
P.O. Box 523  
The Dalles, OR 97058

***Re: Service Mark  
Mid-Columbia Fire and Rescue***

Mr. Blumenthal:

As you are aware this office represents Mid-Columbia Fire and Rescue, hereinafter referred to as the District. This letter is being sent to you with the understanding that you are the President of the IAFF Local #1308 Union.

The District has historically branded itself with a Service Mark ("logo") that it uses to identify the District, including its operations, equipment and vehicles. Recently, the use of the District's logo came into question when the District recognized a near similar logo and altered version being used by Local #1308 for various matters, including a fundraiser. As you are aware, the District engaged a third-party consultant to make a factual inquiry into the use and circumstances of the District's logo. That review is complete, and a copy is attached.

Based on the factual findings of the report, the District proves first ownership and use of the logo. Disturbingly, the facts also reveal that former employee Ryan Bielenberg misappropriated the logo by obtaining an altered version from the vendor, AN Signs. Documentation proves that Bielenberg used District email to request an altered version of the logo, and that the logo was intended for non-District use. The altered version was provided to Local #1308. AN Signs generated an invoice to the District with the initial understanding that the altered logo was for District use. Bielenberg intercepted the invoice, and the invoice was then paid by the Local

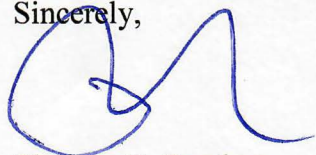
directly to AN Signs. The District believes this was an act of deceit by both Bielenberg and the Local. District Policy 100.15 specifically states that "use of fire district logos are prohibited unless authorized to do so." The District never authorized Bielenberg or Local #1308 to alter or use the logo. The Local has claimed ownership and originality of the logo, however, this claim is undeniably refuted by the factual findings. The factual findings also raised credibility issues related to testimony provided by the union members involved.

The use of the District's Service Mark/logo by Local #1308 is considered a conversion of the District's property.

This letter serves as an immediate demand upon Local #1308 to discontinue the use, presentation and misrepresentation of the District's service mark as altered or in any other assimilation as used for any purpose by Local #1308 or its members. Failure to do so, at a minimum, may result in an action at law for damages and an action to permanently enjoin the Union for further use of the district's property. Such an action will include a claim for the District's cost and attorney's fees in pursuing this action.

Should you have any questions or comments, please forward those directly to me as the District's legal counsel.

Sincerely,



Thomas C. Peachey  
Fire District Legal Counsel

enclosures



Secretary Of State  
**CORPORATION DIVISION**  
255 Capitol Street, NE, Suite 151  
Salem, Oregon 97310-1327

503 986 2200  
[www.filinginoregon.com](http://www.filinginoregon.com)

**REGISTRATION: 50622**

IAN D GATES  
1000 SW BROADWAY STE 1555  
PORTLAND, OR 97205



# Trade and Service Marks - Registration

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.Filing.Oregon.com> Phone: (503) 986-2200

**FILED**

AUG 15 2019

REGISTRY NUMBER: 50622

For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request.

OREGON  
SECRETARY OF STATE

For office use only

Please Type or Print Legibly in Black Ink. Attach additional Sheets if Necessary.

1) CORRESPONDENT NAME:

Ian D. Gates

MAILING ADDRESS:

1000 SW Broadway, Suite 1555, Portland, Oregon 97205

2) APPLICANT'S NAME: (Owner: ☐ Individual or ☒ Entity)

Mid-Columbia Fire and Rescue

ADDRESS:

1400 West 8th Street, The Dalles, Oregon 97058

3) IF THE APPLICANT IS AN ENTITY, ENTER THE STATE OF FORMATION:

Oregon

4) IF ENTITY IS A PARTNERSHIP, LIST NAMES OF GENERAL PARTNERS:

5) DESCRIPTION OF TRADE OR SERVICE MARK: (Include all words, designs and borders that comprise the mark) (Attach additional page if needed.)

The words "MID-COLUMBIA" are presented in an arc above the words "FIRE & RESCUE," which are presented above the words "The Dalles, OR." (con't)

6) SPECIMEN OF MARK IS REQUIRED: ☒ Attach a drawing or photocopy of the mark as it is actually used to this application.

7) GOODS OR SERVICES WITH WHICH THE MARK IS USED: (Examples of goods are pizzas, shirts; examples of services are serving food and selling clothing.)

firefighting services; emergency medical services; rescue services; technical rescue services; community risk reduction/public outreach; (con't)

8) EXPLAIN MODE OR MANNER IN WHICH THE MARK IS USED: (Example: on goods, tags, labels, containers, etc.)

on fire apparatus, ambulances, and agency documents such as the MCFR Safety Plan, Fire Fighter Graduation Certificates, Engine Ride to School Certificates, etc.

9) CLASS NUMBER(S) OF GOODS OR SERVICES: (See form 290-a)

141, 142

10) DATE (MONTH, DAY, YEAR) MARK WAS FIRST USED ANYWHERE BY APPLICANT OR APPLICANT'S PREDECESSOR IN INTEREST:

September 19, 2018

11) DATE (MONTH, DAY, YEAR) MARK WAS FIRST USED IN OREGON BY APPLICANT OR APPLICANT'S PREDECESSOR IN INTEREST:

September 19, 2018

12) EXECUTION:

I, the applicant, own the mark, the mark is in use, and no other person has registered the mark with the federal government or in Oregon or has the right to use the mark or a mark that so resembles the mark as to be likely to cause confusion or mistake or deceive when applied to the goods or services of the other person. I declare under penalties of perjury that this application is true, correct and complete.

(If applicant is an entity, a member of a firm, officer of the corporation, officer of the limited liability company, or officer of an association must sign.)

Signature:

*Robert F Palmer*

Title:

*Fire Chief*

Date:

*August 1, 2019*

CONTACT NAME: (To resolve questions with this filing.)

Ian D. Gates

PHONE NUMBER: (Include area code.)

(503) 224-7529



50622

EXHIBIT 9  
Page 2

**Continuation Sheet for Oregon State Trademark Application of Mid-Columbia Fire and Rescue**

**Continuation of No. 5:** The initials "MC" are presented within a shield positioned between the words "MID-COLUMBIA" and "FIRE & RESCUE," and three pairs of horizontal tapered lines extend on the left and right sides of the shield.

**Continuation of No. 7:** public education services; education services, namely, providing public outreach regarding fire prevention, firefighting services, healthcare, and emergency medical services; selling and facilitating burn permits; code enforcement; pre-fire planning services; business inspection services; hazmat response services; home safety inspections; disaster response planning; charitable fundraising and assistance

DRAWING:

**MID-COLUMBIA**  
  
**FIRE & RESCUE**  
*The Dalles, OR*

50622





Secretary Of State  
**CORPORATION DIVISION**  
255 Capitol Street, NE, Suite 151  
Salem, Oregon 97310-1327

503 986 2200  
[www.filinginoregon.com](http://www.filinginoregon.com)

REGISTRATION: 50623

IAN D GATES  
1000 SW BROADWAY SUITE 1555  
PORTLAND, OR 97205



# Trade and Service Marks - Registration

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

**FILED**

AUG 15 2019

REGISTRY NUMBER: 50623

For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request.

OREGON  
SECRETARY OF STATE  
For office use only

Please Type or Print Legibly in Black ink. Attach additional Sheets if Necessary.

1) CORRESPONDENT NAME: Ian D. Gates MAILING ADDRESS: 1000 SW Broadway, Suite 1555, Portland, Oregon 97205

2) APPLICANT'S NAME: (Owner: ☐ Individual or ☒ Entity) ADDRESS: Mid-Columbia Fire and Rescue 1400 West 8th Street, The Dalles, Oregon 97058

3) IF THE APPLICANT IS AN ENTITY, ENTER THE STATE OF FORMATION: Oregon

4) IF ENTITY IS A PARTNERSHIP, LIST NAMES OF GENERAL PARTNERS: \_\_\_\_\_

5) DESCRIPTION OF TRADE OR SERVICE MARK: (Include all words, designs and borders that comprise the mark) (Attach additional page if needed.)  
The initials "MC" are presented within a shield, and three pairs of horizontal tapered lines extend on the left and right sides of the shield.

6) SPECIMEN OF MARK IS REQUIRED: ☒ Attach a drawing or photocopy of the mark as it is actually used to this application.

7) GOODS OR SERVICES WITH WHICH THE MARK IS USED: (Examples of goods are pizzas, shirts; examples of services are serving food and selling clothing.)  
firefighting services; emergency medical services; rescue services; technical rescue services; community risk reduction/public outreach; (con't)

8) EXPLAIN MODE OR MANNER IN WHICH THE MARK IS USED: (Example: on goods, tags, labels, containers, etc.)  
on fire apparatus, ambulances, social media, t-shirts, and agency documents such as the MCFR Safety Plan, Fire Fighter Graduation Certificates, Engine Ride to School Certificates, etc.

9) CLASS NUMBER(S) OF GOODS OR SERVICES: (See form 290-a)  
141, 142

10) DATE (MONTH, DAY, YEAR) MARK WAS FIRST USED ANYWHERE BY APPLICANT OR APPLICANT'S PREDECESSOR IN INTEREST:  
July 25, 2017

11) DATE (MONTH, DAY, YEAR) MARK WAS FIRST USED IN OREGON BY APPLICANT OR APPLICANT'S PREDECESSOR IN INTEREST:  
July 25, 2017

12) EXECUTION:  
I, the applicant, own the mark, the mark is in use, and no other person has registered the mark with the federal government or in Oregon or has the right to use the mark or a mark that so resembles the mark as to be likely to cause confusion or mistake or deceive when applied to the goods or services of the other person. I declare under penalties of perjury that this application is true, correct and complete.  
(If applicant is an entity, a member of a firm, officer of the corporation, officer of the limited liability company, or officer of an association must sign.)

Signature: Robert F. Palmer Title: Fire Chief Date: August 1, 2019

CONTACT NAME: (To resolve questions with this filing.)

Ian D. Gates

PHONE NUMBER: (Include area code.)

(503) 224-7529



50623

EXHIBIT 10  
Page 2

**Continuation Sheet for Oregon State Trademark Application of Mid-Columbia Fire and Rescue**

**Continuation of No. 7:** public education services; education services, namely, providing public outreach regarding fire prevention, firefighting services, healthcare, and emergency medical services; selling and facilitating burn permits; code enforcement; pre-fire planning services; business inspection services; hazmat response services; home safety inspections; disaster response planning; charitable fundraising and assistance

DRAWING:





50623

**MID-COLUMBIA**  
  
**FIRE RESCUE**  
*The Dalles, OR*