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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

<p>ALPINE MORTGAGE SERVICES, INC., a Washington corporation,</p> <p>Plaintiff,</p> <p>v.</p> <p>ALPINE MORTGAGE, LLC, an Oregon limited liability company,</p> <p>Defendant.</p>	<p>No.</p> <p>COMPLAINT</p>
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COMES NOW Plaintiff Alpine Mortgage Services, Inc., by and through its counsel of record, and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Plaintiff Alpine Mortgage Services, Inc. (“Alpine Mortgage-WA”) is a mortgage brokerage providing loan processing services throughout the state of Washington.
2. Defendant Alpine Mortgage, LLC (“Alpine Mortgage-OR”) is an Oregon limited liability company with its principal place of business in Lake Oswego, Washington.
3. Jurisdiction and venue are proper in this court under federal question jurisdiction (28 U.S.C. § 1331), 28 U.S.C. § 1338, 28 U.S.C. § 1367, and pursuant to the parties’ contract.

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FACTS

4. Alpine Mortgage-WA has been in the business of providing loans to consumers in Washington State since 1989. Alpine Mortgage-WA has used the trade name Alpine Mortgage in Washington State since 1989. Alpine Mortgage-WA registered its name and design for its use in the state of Washington in 2007.

5. Alpine Mortgage-OR also provides mortgage services. Alpine Mortgage-OR has its principal place of business in Lake Oswego, Oregon.

6. In 2007, Alpine Mortgage-WA learned that Alpine Mortgage-OR was opening a business in Bellevue, Washington using the name Alpine Mortgage. Alpine Mortgage-WA challenged Alpine Mortgage-OR's use of the name Alpine Mortgage in the state of Washington. On November 15, 2007, the parties reached agreement that Alpine Mortgage-OR would cease any and all use of the name "Alpine Mortgage" in Washington State, pay Alpine Mortgage-WA some of its damages for its prior use, and remove all references to its business in Washington from its website. A true and correct copy of this Settlement Agreement is attached as Exhibit 1 to this Complaint.

7. In approximately early 2009, Alpine Mortgage-WA learned that Alpine Mortgage-OR had opened an office in Vancouver, Washington, using the name "Alpine Mortgage," which is Alpine Mortgage-WA's trade name due to past usage and registration.

8. Alpine Mortgage-OR's website lists an office in Vancouver, Washington, and identifies that Alpine Mortgage is licensed to lend in Washington state. Copies of these webpages are attached as Exhibit 2 to this Complaint.

9. Alpine Mortgage-OR's use of Alpine Mortgage-WA's trade name in Washington has caused confusion with consumers, clients, and government agencies. Alpine Mortgage-OR's use of Alpine Mortgage-WA's trade name has resulted in lost business, administrative costs to resolve confusion, and additional damages.

10. Alpine Mortgage-OR's use of the name and design of "Alpine Mortgage" in

1 Washington is in direct violation the parties' Settlement Agreement, is a willful violation of
2 the laws and the parties' Settlement Agreement, and is committed in bad faith.

3 CAUSES OF ACTION

4 **A. Breach of Contract.**

5 11. Alpine Mortgage-OR's actions as described above are in violation of the
6 terms of the parties' Settlement Agreement.

7 12. Alpine Mortgage-WA has been damaged by Alpine Mortgage-OR's breach
8 of the parties' Settlement Agreement in an amount to be determined at trial.

9 **B. Violations of Washington's Trademark Registration Statute.**

10 13. Defendant Alpine Mortgage-OR's use of Alpine Mortgage-WA's
11 registered name and design is a violation of Washington's Trademark Registration statute,
12 RCW 19.77 *et seq.*

13 14. Defendant Alpine Mortgage-OR's use of Alpine Mortgage-WA's
14 registered name and design was committed in bad faith, with the intent to cause confusion
15 and mistakes, and with the intent to deceive.

16 15. Defendant's actions are causing and will continue to cause Plaintiff to
17 sustain irreparable damage, loss and injury, for which Plaintiff has no adequate remedy at
18 law, unless Defendant's actions are enjoined during the pendency of this action and
19 thereafter pursuant to RCW 19.77.150.

20 16. Plaintiff Alpine Mortgage-WA has been damaged by Defendant's violation
21 of Washington's Trademark Registration statute in an amount to be determined at trial.

22 **C. Violations of Lanham Act.**

23 17. Defendant Alpine Mortgage-OR's use of Alpine Mortgage-WA's
24 longstanding name and design is likely to confuse and deceive the consuming public into
25 believing that Defendant's services originate from, are affiliated with, or are sponsored or
authorized by Plaintiff or vice versa.

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2 18. Defendant's actions constitute false designation of origin, false
3 representation, and false advertising in commerce in a violation of Section 43(a) of the
4 Lanham Act, 15 U.S.C. § 1125(a).

5 19. Defendant Alpine Mortgage-OR's use of Alpine Mortgage-WA's
6 registered name and design was knowing, willful and deliberate.

7 20. Defendant's actions are causing and will continue to cause Plaintiff to
8 sustain irreparable damage, loss and injury, for which Plaintiff has no adequate remedy at
9 law, unless Defendant's actions are enjoined during the pendency of this action and
10 thereafter pursuant to 15 U.S.C. § 1116.

11 21. Plaintiff Alpine Mortgage-WA has been damaged by Defendant's violation
12 of the Lanham Act in an amount to be determined at trial.

13 **PRAYER FOR RELIEF**

14 WHEREFORE Plaintiff Alpine Mortgage Services, Inc. prays for the following
15 relief:

- 16 A. An order permanently enjoining Defendant from using Plaintiff's trade
17 name and trademark pursuant to 15 U.S.C. § 1116, Washington law, and
18 the parties' Settlement Agreement;
- 19 B. An order permanently enjoining Defendant from continuing to breach the
20 terms of the parties' Settlement Agreement;
- 21 C. Judgment against Alpine Mortgage, LLC for damages in an amount to be
22 proved at trial;
- 23 D. Treble damages pursuant to RCW 19.77.150 and 15 U.S.C. § 1117 for
24 Defendant's violations in bad faith and for the circumstances of these
25 violations;
- E. Plaintiff's attorneys fees' and costs pursuant to the parties Settlement
Agreement, Washington's Trademark Registration statute, RCW

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19.77.150, and the Lanham Act, 15 U.S.C. § 1117; and

F. For such other and further relief as the court deems equitable and appropriate.

DATED this 30th day of January, 2009.

CONNOR & SARGENT PLLC

By/s/Anne-Marie E. Sargent
Stephen P. Connor, WSBA No. 14305
Anne-Marie E. Sargent, WSBA No. 27160
Attorneys for Plaintiff Alpine Mortgage
Services, Inc.