

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

PLASTIC PALETTE LLC, an Oregon limited liability company and CHRISTINA MARIA COOPER,

Plaintiffs,

v.

BAM FRANCHISING, INC., an Oregon corporation, JOHN DOE 1, JOHN DOE 2, and JOHN DOE 3,

Defendants.

Case No.

COMPLAINT (Intentional Interference with Economic Relations, Conversion, Financial Abuse of a Vulnerable Person, Intentional Infliction of Emotional Distress)

(Claim of \$1,450,000)

NOT SUBJECT TO ARBITRATION

Jury Trial Demanded

Fee: \$884.00

Fee Authority: ORS 21.160(1)(d)

Plaintiffs allege as follows:

1.

Christina Cooper is an individual residing in Clackamas County Oregon. She is 65 years old and in poor health. Ms. Cooper is the 2/3 member of Plastic Palette LLC ("Plastic Palette" or the "LLC").

2.

Plastic Palette was organized in 2017 and remains in good standing.

3.

BAM Franchising, Inc. is an Oregon corporation which owns and licenses certain intellectual property and trademarks under the name "Bricks & Minifigs" ("BAM").

1 4.

2 On or about May 15, 2017, BAM entered into a franchise agreement with Plastic
3 Palette (the "Agreement"). Among other things, the Agreement gave Plastic Palette the exclusive
4 right to operate a retail store under the name "Bricks & Minifigs" in Canby, Oregon, and the
5 surrounding territory. It also provided that the Agreement would run for five years and would be
6 subject to renewal in five-year increments. At the time Plastic Palette purchased the assets and
7 entered into the Agreement, BAM's predecessor represented that the franchised operation had
8 generated \$200,000 of profits per year during the previous three years.

9 5.

10 BAM has violated the Agreement in numerous ways. It has also committed elder
11 financial abuse, interference with contract and intentional infliction of emotional suffering. Among
12 other things, it offered to assist Plastic Palette and Ms. Cooper to find a new franchisee to purchase
13 her interest and take over the operation of the store, then reneged on its offer. It falsely accused
14 Plastic Palette of breaches of the Agreement and threatened to abruptly terminate the Agreement
15 without adequate notice. It unreasonably withheld its consent to a transfer of the membership
16 interest in Plastic Palette. It refused to assist Plastic Palette to find a buyer, without good cause. It
17 threatened to, and did, terminate the Agreement and destroy any equity in the business. It interfered
18 with the business plan adopted by Plastic Palette by encouraging its members and employees to
19 violate their duty of loyalty to the LLC.

20 6.

21 On information and belief, BAM has conspired with John Does 1, 2 and 3 (BAM
22 and John Does 1, 2, and 3 collectively referred to as "Defendants") to terminate the Agreement,
23 inflict severe emotional suffering on Ms. Cooper, and interfere with Plastic Palette's expectation
24 of a renewal of its lease, without disclosing those communications and without offering
25 consideration to Plastic Palette or Ms. Cooper.

26 ///

ways alleged herein.

13.

The wrongful conduct of BAM has injured and will continue causing injury to Plastic Palette in an amount to be proven at trial, estimated to be \$300,000.

SECOND CLAIM – PLASTIC PALETTE LLC

(Against BAM Franchising, Inc.)

(Conversion)

Plastic Palette, for its Second Claim against BAM, alleges as follows:

14.

Plaintiff realleges the allegations contained in paragraphs 1 through 6 above, as if fully set forth herein.

On or about October 30, 2023, BAM took possession of all of the assets of Plastic Palette. Despite repeated demands, BAM has failed and refused to provide an inventory or valuation of those assets, has refused to disclose the location of the inventory and continued using other assets, and has refused to purchase or otherwise liquidate those assets.

15.

BAM has wrongfully withheld and intentionally exercised dominion and control over Plastic Palette's assets in a manner which so seriously interfered with Plaintiff's right to control it that Defendant should justly be required to pay Plaintiff for the full value of the assets.

16.

As a result of BAM's conversion of the assets, Plastic Palette has been damaged in an amount equal to the market value of the assets at the time and place of its conversion in an amount to be proven at trial estimated to be \$200,000.

17.

Plastic Palette is entitled to interest at the legal rate of nine percent (9%) per annum on the value of the assets from the time of the conversion, until paid in full.

1 **FIRST CLAIM – PLAINTIFF COOPER**

2 **(Against All Defendants)**

3 **(Financial Abuse of a Vulnerable Person – ORS 124.110)**

4 Plaintiff Christina Cooper, for her First Claim against BAM, alleges as follows:

5 18.

6 Plaintiff realleges the allegations contained in paragraphs 1 through 6 above, as if
7 fully set forth herein.

8 19.

9 Plaintiff Cooper is over the age of 65, in poor health and is extremely vulnerable
10 both physically and emotionally. Plaintiff Cooper is a “vulnerable person” as that term is defined
11 in ORS 124.100. BAM and the other Defendants are and were aware of those facts at all material
12 times.

13 20.

14 Defendants attempted to force Plaintiff Cooper to give up her control and to turn
15 over her membership in the Plastic Palette for no consideration.

16 21.

17 On information and belief, BAM conspired with and communicated improperly
18 with third parties (John Does 1, 2 and 3) in an attempt to undermine and force Plaintiff Cooper out
19 of the company.

20 22.

21 Although Defendants knew that Plaintiff Cooper had invested her life savings of
22 over \$120,000 in buying and financing Plastic Palette, they threatened to wipe out her entire
23 investment if she did not comply with their unreasonable and improper demands of BAM.

24 23.

25 As a result of Defendants’ actions, Plaintiff Cooper has been damaged in an amount
26 to be determined at trial estimated at \$150,000.

1 24.

2 Defendants' conduct is a willful violation of ORS 124.100 and entitles Plaintiff
3 Cooper to treble damages, plus her attorney fees and costs.

4 25.

5 Pursuant to ORS 124.100(6), Plaintiffs will serve a copy of this Complaint upon
6 the Attorney General's office.

7 **SECOND CLAIM – PLAINTIFF COOPER**

8 **(Against All Defendants)**

9 **(Intentional Infliction of Emotional Distress)**

10 For her Second Claim against BAM, Plaintiff Cooper alleges as follows:

11 26.

12 Plaintiff realleges the allegations contained in paragraphs 1 through 6 above, as if
13 fully set forth herein.

14 27.

15 Defendant and its officers and directors and John Does 1, 2 and 3 have intentionally
16 taken actions that they knew would inflict emotional suffering on Plaintiff Cooper. She has
17 suffered serious physical complications, ailments and illness, including extreme nervousness,
18 anxiety, loss of sleep, loss of appetite, suicidal ideation, and other serious complications to her
19 already vulnerable and precarious medical condition.

20 28.

21 As a result of Defendants' actions, Plaintiff Cooper has suffered emotional damages
22 in an amount to be proved at trial, but is believed to be in excess of \$500,000.

23 29.

24 Plaintiff Cooper reserves the right to amend this complaint to seek an award of
25 punitive damages if the evidence obtained during discovery demonstrates that such a claim would
26 be viable.

1 WHEREFORE, Plaintiffs Plastic Palette LLC, and Christina Cooper pray for
2 judgment in their favor as follows:

3 1. On Plaintiff Plastic Palette LLC's First Claim for intentional interference
4 with economic relations, for a monetary award in an amount to be determined at trial estimated
5 to be \$300,000;

6 2. On Plaintiff Plastic Palette LLC's Second Claim for conversion, for an
7 award equal to the value of the converted inventory and other assets, in an amount to be proven
8 at trial estimated at \$200,000, plus prejudgment interest at the rate of 9% per annum from the
9 date of conversion until the date judgment is entered;

10 3. On Plaintiff Christina Cooper's First Claim for financial abuse of a
11 vulnerable person, for a monetary award in the amount of \$150,000, which will result in a treble
12 damages award of \$450,000 under ORS 124.100, plus Plaintiff's reasonable attorney's fees
13 incurred in this action;

14 4. On Plaintiff Christina Cooper's Second claim for intentional infliction of
15 emotional distress, for a monetary award of \$500,000, or such other amount as may be proven at
16 trial;

17 5. For Plaintiffs' reasonable attorney's fees, costs, expenses, and
18 disbursements incurred herein;

19 6. For post-judgment statutory interest on the amounts in paragraphs 1-5,
20 above, at the rate of 9 percent per annum, until paid; and

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7. For such other and further relief as the court deems just and equitable.

DATED this 7th day of February, 2024.

FARLEIGH WADA WITT

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