

THE HONORABLE _____

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT YAKIMA

BARRETT BUSINESS SERVICES,
INC.,

Plaintiff,

vs.

CHARLES COLMENERO and JANE
DOE COLMENERO and the marital
community comprised thereof; and
SANTIAGO ALEJO and JANE DOE
ALEJO, and the marital community
comprised thereof,

Defendants.

NO.

COMPLAINT

JURY TRIAL DEMANDED

Comes now Plaintiff Barrett Business Services, Inc., and by way of
Complaint against the Defendants Charles Colmenero (“**Colmenero**”) and Jane
Doe Colmenero (“**Jane Doe 1**”), and Santiago Alejo (“**Alejo**”) and Jane Doe
Alejo (“**Jane Doe 2**”, and together with Colmenero, Alejo and Jane Doe 1,
collectively “Defendants”), states and alleges as follows:

1
2 **1. PARTIES**

3 1.1 Plaintiff Barrett Business Services, Inc. (hereafter “**Plaintiff**” or
4 “**BBSI**”) is, and all times mentioned was, a corporation organized and existing
5 under the laws of the State of Maryland, with its corporate office in Vancouver,
6 Washington.

7 1.2 Defendant Colmenero is an individual who resides in and is a citizen
8 of Yakima County, Washington, and upon information and belief is married. All
9 acts and omissions by Colmenero were on behalf of and for the benefit of his
10 marital community.

11 1.3 Defendant Alejo is an individual who resides in and is a citizen of
12 Yakima County, Washington, and upon information and belief is married. All acts
13 and omissions by Alejo were on behalf of and for the benefit of his marital
14 community.

15 1.4 Upon information and belief, Defendant Jane Doe 1 is an individual
16 who resides in and is a citizen of Yakima County, Washington, and is believed to
17 be married to Defendant Colmenero.

18 1.5 Upon information and belief, Defendant Jane Doe 2 is an individual
19 who resides in and is a citizen of Yakima County, Washington, and is believed to
20 be married to Defendant Alejo.

1 3.4 In connection with their employment, Colmenero and Alejo were
2 provided with and had access to confidential, proprietary, and trade secret
3 information belonging to Plaintiff.

4 3.5 Colmenero received the Employee Handbook (*See Exhibit A*) and
5 signed the acknowledgment on April 25, 2014 (*See Exhibit B*). Alejo received
6 the Employee Handbook (*See Exhibit A*) and signed the acknowledgement on
7 July 17, 2015. (*See Exhibit C*). When they signed the acknowledgement/receipt,
8 they confirmed that they agreed that:

9 I am aware that during the course of my employment confidential
10 information will be made available to me, for instance, product designs,
11 marketing strategies, customer lists, pricing policies and other related
12 information. I understand that this information is proprietary and
13 critical to the success of BBSI and must not be given out or used outside
14 of BBSI's premises or with non-BBSI employees. In the event of
15 termination, whether voluntary or involuntary, I hereby agree not to
16 utilize or exploit this information with any other individual or company.

17 *See Exhibits A, B and C.*

18 3.6 Colmenero and Alejo also received Barrett Business Services, Inc.
19 Code of Business Conduct (*See Exhibit D*) and the Acknowledgement and
20 Confirmation of Receipt of the BBSI Code of Business Conduct on April 25, 2014
and July 17, 2015, respectively. (*See Exhibits E and F*). They agreed that they
would:

--Avoid conflicts of interest where possible and disclose and handle
ethically any conflicts that do arise;

1 --Protect Barrett's confidential and proprietary information and that of
2 our customers and vendors;

3 *See Exhibits E and F.*

4 In addition, the Defendants are bound by the Plaintiff's non-solicitation policies
5 and are believed to have breached those as well.

6 3.7 Moreover Plaintiff's Employee Handbook, by which Colmenero and
7 Alejo agreed to abide, set forth Plaintiff's policies governing employees' access
8 to Plaintiff's trade secrets and other confidential and proprietary information:

9 Each employee has the duty to respect and protect the confidentiality of all
10 such information, whether belonging to Barrett or others with which Barrett does
11 business, and not to use that information for personal advantage.

12 *See Exhibit A.*

13 3.8. In addition to maintaining policies set forth above and requiring
14 employees to acknowledge receipt of the code of conduct, the Plaintiff maintained
15 rigorous information technology security protocols, include requiring usernames
16 and passwords for employees, and allowing various levels of access to sensitive
17 information depending upon position. *Id.*

18 **Colmenero and Alejo Breached their Obligations to Plaintiff**

19 3.09 On July 13, 2022, Colmenero ceased his employment with Plaintiff.

20 3.10 On July 8, 2022, Alejo ceased his employment with Plaintiff.

1 4.1.c. Defendants breached the agreements by utilizing confidential and
2 proprietary information they learned from Plaintiff.

3 4.1.d. Defendants separately and independently breached their agreements
4 by soliciting Plaintiff's customers, clients, and workers.

5 4.1.e. Colmenero and Alejo's breach has caused Plaintiff irreparable harm
6 and damages and will continue to do so unless immediately restrained from
7 continued breach of their agreements.

8 **4.2 BREACH OF WASHINGTON TRADE SECRETS ACT (RCW**
9 **19.108.010(4))**

10 4.2.a. Plaintiff incorporates and realleges all prior paragraphs by reference
11 as though fully set forth herein.

12 4.2.b. Plaintiff holds many trade secrets. Colmenero and Alejo had access
13 to Plaintiff's trade secrets, including but not limited to information regarding
14 Plaintiff's customers/clients; pricing; methods; strategies; and techniques, all of
15 which are proprietary and confidential trade secrets.

16 4.2.c. Plaintiff has taken measures to prevent unauthorized disclosure or
17 use of its trade secret information.

18 4.2.d. As a direct and proximate result of Colmenero and Alejo's conduct,
19 Plaintiff has suffered and continues to suffer irreparable injury.

20 **4.3 VIOLATION OF THE FEDERAL DEFEND TRADE SECRETS**
ACT OF 2016 ("DTSA") (18 U.S.C. § 1836(b))

1 4.3.a. Plaintiff incorporates and realleges all prior paragraphs by reference
2 as though fully set forth herein.

3 4.3.b. Plaintiff holds many trade secrets. Colmenero and Alejo had access
4 to Plaintiff's customers; pricing; methods; and techniques as proprietary and
5 confidential trade secrets.

6 4.3.c. Plaintiff spends considerable time and resources maintaining the
7 confidentiality of its trade secrets.

8 4.3.d. Plaintiff has taken measures to prevent the unauthorized disclosure
9 of its trade secret information.

10 4.3.e. Colmenero and Alejo acquired and had access to Plaintiff's
11 confidential information through improper means.

12 4.3.f. As a direct and proximate result of Colmenero's conduct, Plaintiff
13 has suffered and continues to suffer irreparable injury.

14 **4.4 TORTIOUS INTERFERENCE WITH CONTRACTUAL**
15 **RELATIONS**

16 4.4.a. Plaintiff incorporates and realleges all prior paragraphs by reference
17 as though fully set forth herein.

18 4.4.b. Colmenero and Alejo interfered with Plaintiff's business
19 relationships by sharing Plaintiff's confidential, proprietary, and trade secret
20 information with their current company/employer. Defendants separately and

1 independently intentionally interfered with Plaintiff's business by unfairly
2 soliciting Plaintiff's clients, customers, and workers.

3 4.4.c. As a result of Colmenero and Alejo's tortious interference with
4 Plaintiff's relationships with its customers, Plaintiff has suffered and continues to
5 suffer economic and reputational harm.

6 **4.5 APPLICATION FOR TEMPORARY, PRELIMINARY AND**
7 **PERMANENT INJUNCTIONS**

8 4.5.a. Plaintiff incorporates and realleges all prior paragraphs by reference
9 as though fully set forth herein.

10 4.5.b. Colmenero and Alejo's conduct is wrongful because they are in
11 breach of their contractual obligations and have misappropriated Plaintiff's
12 confidential, proprietary, and trade secret information. Should their conduct go
13 unabated, they are expected to continue to disclose and otherwise misuse
14 Plaintiff's confidential information or trade secrets and disadvantage Plaintiff.
15 Additionally, Colmenero's and Alejo's breaches of their contractual obligations
16 and unauthorized possession of Plaintiff's trade secret information will continue
17 to cause irreparable harm to Plaintiff for which there is no adequate remedy at
18 law, including, without limitation, loss of business opportunities and loss of
19 goodwill and business reputation. Such harm is not readily reduced to dollar
20 damages.

1 4.5.c. Colmenero and Alejo also knowingly and intentionally breached a
2 duty not to solicit Plaintiff's workers, clients, and customers. Should their conduct
3 go unabated, they are expected to continue to leverage their personal relationships
4 with Plaintiff's workers, clients, and customers to disadvantage Plaintiff. This too
5 will cause Plaintiff irreparable harm with no adequate remedy at law, including,
6 without limitation, loss of business opportunities and loss of goodwill and
7 business reputation. Such harm is not readily reduced to dollar damages.

8 4.5.d. There is a substantial likelihood that Plaintiff will prevail on the
9 merits. Colmenero and Alejo violated RCW 19.108.010(4) and the DTSA, and
10 the terms of their agreements both by retaining and misappropriating company
11 information and by soliciting Plaintiff's clients, customers, and workers.

12 4.5.e. Plaintiff seeks a temporary restraining order until a date set for
13 hearing (not to exceed fourteen days from the date of the order) and, after notice
14 and a hearing, a preliminary injunction preventing Colmenero and Alejo from
15 further breach of their Agreements and restricting them both from use and further
16 misappropriation of Plaintiff's trade secrets and confidential information and from
17 further soliciting clients, customers, and workers until a trial on the merits. A
18 temporary restraining order and preliminary injunction are necessary to preserve
19 Plaintiff's rights pending a trial on the merits and is warranted by both RCW
20 19.108.010(4) and the DTSA.

1 4.5.f. The threatened injury to Plaintiff outweighs any possible damage to
2 Colmenero and Alejo because an injunction would simply require Colmenero and
3 Alejo to return and stop using the trade secret information that they
4 misappropriated from Plaintiff and to stop soliciting Plaintiff's clients, customers,
5 and workers.

6 4.5.g. The public interest is served by an injunction as it protects Plaintiff's
7 confidential information and goodwill and prevents further abuse by the
8 Defendants.

9 4.5.h. Specifically, Plaintiff requests that this Court:

10 (a) Issue a temporary restraining order:

- 11 i. requiring Colmenero and Alejo to return all confidential,
12 proprietary, and trade secret information belonging to
13 Plaintiff that is still within their possession;
- 14 ii. enjoining and restraining Colmenero and Alejo from
15 making use of confidential, proprietary and trade secret
16 information belonging to Plaintiff for any reason;
- 17 iii. enjoining and restraining Colmenero and Alejo from
18 further soliciting Plaintiff's clients, customers, and
19 workers;
- 20 iv. requiring Colmenero and Alejo to make available for
forensic imaging any electronic device, including
smartphones and computers, that he used to access emails
containing Plaintiff's confidential, proprietary, and trade
secret information;

1 (b) Issue a preliminary injunction, enjoining and restraining
2 Colmenero and Alejo from the conduct set forth in Paragraph
(a)(ii) above pending final determination of this action; and

3 (c) Issue a permanent injunction enjoining and restraining
4 Colmenero and Alejo from the conduct set forth in Paragraph
(a)(ii).

5 **5. ATTORNEY'S FEES**

6 5.1 Plaintiff is entitled to recover reasonable and necessary attorneys'
7 fees and costs.

8 **6. CONDITIONS PRECEDENT**

9 6.1 All conditions precedent to Plaintiff's claim for relief have been
10 performed or have occurred, or were otherwise met, waived or excused.

11 **7. JURY DEMAND**

12 7.1 Plaintiff demands a trial by jury on all issues triable.

13 **8. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for the following relief:

15 A. Judgment in its favor and against Colmenero and Alejo for:
16 temporary, preliminary, and permanent injunctive relief; for damages as are fair
17 and reasonable, including actual damages, consequential damages, punitive
18 damages, equitable relief, pre-judgment and post-judgment interest, costs, and
19 attorneys' fees; and for such other and further relief as the Court may deem just
20 and proper.

1 B. Civil judgment against Colmenero and Alejo for all causes of action
2 alleged;

3 C. Judgment against Colmenero and Alejo for attorneys' fees and costs
4 as allowed by law and contracts;

5 D. Prejudgment interest; and

6 E. For such other and further relief as the court deems to be just and
7 equitable.

8 DATED this 15th day of September 2022.

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