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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MORROW

6 STATE OF OREGON, by and through DAN
7 RAYFIELD, Attorney General for the State of
8 Oregon,

9 Plaintiff,

10 v.

11 JERRY HEALY, MARVIN PADBERG, GARY
12 NEAL, DON RUSSELL, BLAKE LAWRENCE,
13 JILL PARKER, RICHARD DEVIN, GREGORY
14 SMITH, WINDWAVE TECHNOLOGIES,
15 INC., an Oregon domestic business corporation,
16 WW TECHNOLOGIES, LLC, an Oregon
17 limited liability company, and INLAND
18 DEVELOPMENT CORPORATION, an Oregon
19 public benefit corporation.

20 Defendants.

Case No.

COMPLAINT

(Breach of Fiduciary Duties; Conflict of
Interest; Unjust Enrichment; Injunction)

[CLAIM NOT SUBJECT TO MANDATORY
ARBITRATION]

CLAIM AMOUNT: no less than \$6,900,000

Plaintiff not required to pay filing fees in
advance - exempt per ORS 20.140

21 Plaintiff, State of Oregon, by and through Dan Rayfield, Attorney General of the State of
22 Oregon, alleges as follows:

23 1

24 The Attorney General brings this case against established community leaders who
25 abused their authority and breached the public trust for their personal financial gain. According
26 to a plan they formulated in private, a small cadre of insiders took advantage of their positions as
directors of Inland Development Corporation, a nonprofit created to provide internet services to
rural school districts, hospitals, libraries and courthouses. Those insiders – including the Port of
Morrow’s General Manager, two Port Commissioners, and a Morrow County Commissioner –

1 purchased Windwave Technologies, Inc., a for-profit subsidiary of Inland, based on confidential,
2 non-public information. They deliberately withheld financial information, including information
3 about lucrative new business opportunities with Amazon Web Services, to manufacture an
4 artificially low valuation of Windwave. They even ignored Inland’s lawyers’ advice to obtain a
5 “fairness opinion” to ensure that the transaction was fair to the nonprofit Inland. With their low
6 and inaccurate valuation, the insiders purchased Windwave from Inland for \$2.6 million when it
7 was worth at least \$9.5 million. The Attorney General, as the chief law enforcement officer of
8 this state, brings this action to redress the harm caused by the insiders to Inland and to ensure
9 that the insiders and others involved in the transaction are permanently barred from any further
10 involvement with any nonprofit organization in Oregon.

11 **PARTIES AND VENUE**

12 2

13 Plaintiff is the State of Oregon, by and through its Attorney General, Dan Rayfield, who
14 brings this derivative suit as authorized by ORS 65.174(1)(c). The Attorney General further files
15 this lawsuit as authorized by ORS 128.735 and the common law.

16 3

17 Defendant Jerry Healy has served on the board of directors for Inland Development
18 Corporation (hereinafter, “Inland” or “IDC”) from 2004 until the present and served on the board
19 of directors for Windwave Technologies, Inc. (hereinafter, “Windwave” or “WWT”) from 2004
20 until the present. Defendant Healy is one of the five defendants (hereinafter, the “Insiders”) who,
21 while serving as a director for Inland, Windwave, or both, organized, advocated for, planned for,
22 aided, contributed to, and otherwise advanced the sale of Windwave to themselves. Defendant
23 Healy served on the Port of Morrow Commission from July 1993 until August 2023.

24 4

25 Defendant Marvin Padberg has served on Inland’s board of directors from 2004 until the
26 present and served on Windwave’s board of directors from at least 2007 until the present.

1 Defendant Padberg is an Insider. Defendant Padberg also served on the Port of Morrow
2 Commission from at least 2013 until June 2023.

3 5

4 Defendant Gary Neal served on Inland's board of directors from November 2016 until
5 September 2017 and served on Windwave's board of directors from at least 2005 until the
6 present. Defendant Neal is an Insider. Defendant Neal was employed as the General Manager of
7 the Port of Morrow from at least 1989 until 2018.

8 6

9 Defendant Don Russell served on Inland's board of directors from November 2016 until
10 September 2017 and served on Windwave's board of directors from at least 2005 until the
11 present. Defendant Russell is an Insider. Defendant Russell served on the Morrow County Board
12 of Commissioners from 2015 through 2022.

13 7

14 Defendant Blake Lawrence served on Inland's board of directors from approximately
15 January 2017 until September 2017 and served on Windwave's board of directors from
16 approximately January 2017 until the present. Defendant Lawrence was appointed as the Chief
17 Executive Officer of Windwave in March 2017. Defendant Lawrence has served as the
18 Executive Director of Inland since 2017. Defendant Lawrence is an Insider.

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20 Defendants Jill Parker, Richard Devin, and Gregory Smith (hereinafter, "Replacement
21 Directors") were recruited by the Insiders to join Inland's board of directors to serve as
22 disinterested directors to approve Inland's sale of Windwave to the Insiders. The Replacement
23 Directors had longstanding personal, professional, and governmental ties to the Insiders. On or
24 around September 5, 2017, the Insiders voted to appoint the Replacement Directors to Inland's
25 board. Immediately upon voting the Replacement Directors onto Inland's board, Insiders Russell,

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1 Neal, and Lawence quit Inland's board but remained on Windwave's board. Insiders Healy and
2 Padberg remained on both Inland's and Windwave's boards.

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4 Defendant Windwave Technologies, Inc., is an Oregon corporation with its principal
5 place of business in Morrow County.

6 10

7 WW Technologies, LLC, is an Oregon limited liability company established by the
8 Insiders in January 2018 to facilitate their purchase of Windwave from Inland. In March 2019,
9 the Oregon Secretary of State administratively dissolved WW Technologies, LLC. On
10 information and belief, the Insiders own and control WW Technologies, LLC, and they own and
11 control Windwave, either directly or through WW Technologies, LLC.

12 11

13 Defendant Inland is an Oregon nonprofit public benefit corporation and is a nominal
14 defendant. The Attorney General brings this action in the right of Inland as authorized by ORS
15 65.174(1)(c).

16 12

17 Venue is proper in the Morrow County Circuit Court according to ORS 14.030 because
18 this cause of action arose in Morrow County.

19 **DEMAND ALLEGATIONS REQUIRED BY ORS 65.174(3)**

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21 As authorized by ORS 65.174(1)(c), the Attorney General brings this action derivatively
22 in the right and for the benefit of Inland to redress injuries suffered and to be suffered by Inland
23 as a direct result of breaches of fiduciary duties owed by the Insiders. Inland is named as a
24 nominal defendant solely in a derivative capacity.

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Plaintiff has not made a demand on any of the Defendants because doing so would be futile due to the following factors. First, the Plaintiff has communicated the substance of the allegations in this Complaint to the Defendants, and they have made no effort to remedy their wrongful acts. Second, the Defendants have each contributed fault to the unlawful acts alleged in this Complaint, and they are therefore unable to conduct an independent and objective investigation of their own wrongdoing. Third, the unlawful acts alleged herein are the acts of the Defendants; they know the subject matter of this Complaint and have taken no corrective action. Fourth, Inland and Windwave lack any truly disinterested directors who were not parties to the transaction or who did not approve the transaction.

FACTS

In 2004, Inland was established as a nonprofit corporation to provide fiber optic broadband services to public sector and educational facilities in eastern Oregon.

In 2004, Inland established Windwave as a for-profit subsidiary to provide broadband services to private businesses and individuals. Over time, Windwave became Inland’s sole service provider, installing and maintaining its fiber optic network in eastern Oregon.

As data centers proliferated in northeastern Oregon from 2011 through 2017, Windwave grew rapidly and dramatically increased in value.

In 2016 or early 2017, the Insiders decided that they were interested in buying Windwave from Inland.

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To facilitate their purchase of Windwave from Inland, in May 2017 the Insiders retained Cogence Group, a Portland financial forensics and business valuation firm, to conduct a valuation of Windwave.

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To advance the valuation, the Insiders provided financial and other information to Cogence Group, including Windwave’s audited financials for 2016, Windwave’s profit and loss statements for 2017 through March 31, 2017, and Windwave’s balance sheet as of March 31, 2017. The Insiders did not provide any documentation of Windwave’s finances after March 31, 2017.

21

On or around July 14, 2017, based on the documentation and interviews with the Insiders, Cogence group produced a valuation, which estimated that Windwave’s fair market value as of July 14, 2017, was \$1.878 million. The valuation was premised on the assumption, based on interviews with the Insiders, that Windwave’s future revenues would likely decline from their 2016 levels.

22

On or around March 20, 2018, to account for a change in federal tax law, Cogence provided a revised valuation. Cogence’s recalculated value for Windwave was \$2.612 million, \$734,000 more than the original value. The revised valuation did not consider any new information relating to changes in Windwave’s finances or business prospects during the period after the initial valuation was issued in July 2017. The Insiders purchased Windwave for the approximate amount of the revised valuation, \$2.614 million, in May 2018.

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Windwave's profits increased significantly over the course of 2017. This information was not provided to Cogence, which, as mentioned, limited its analysis to financial data that ended on March 31, 2017.

Prior to the issuance of the revised valuation and their purchase of Windwave in May 2018, however, the Insiders possessed information that showed 2017 and 2018 would be unprecedently profitable for Windwave. In addition, the Insiders possessed information that tended to show that Windwave was about to enter a long-term period of unprecedented growth.

For example, as of March 28, 2018, Insider Healy was clearly aware that 2017 was a much more profitable year than previous years. In an email to the other Insiders (and no one else), he wrote that the "delay [of the Insider's purchase of Windwave] over the last year has already cost us 2017 net profits of \$1,500,000..."

Therefore, no later than March 28, 2018, the Insiders had reason to believe that Windwave's 2017 profits threw Cogence's valuation into doubt. Nevertheless, they did not provide this information to Cogence.

After Cogence authored its valuations, but before the sale was closed, the Insiders knew or should have known that 2018 as well would also be unprecedently profitable for Windwave, to an extent that rendered Cogence's valuation inaccurate and unreliable.

The Insiders knew or should have known that, beginning in 2017, Windwave would enter into a new era of unprecedented profits because its single largest customer intended to build numerous, large-scale data centers in northeastern Oregon. As mentioned, one of the Insiders,

1 Gary Neal, was the General Manager of the Port of Morrow, a government entity that facilitated
2 Amazon.com's purchase of multiple land parcels where it intended to develop new data center
3 sites in Morrow County. Two of the other Insiders, Marvin Padberg and Jerry Healy, attended
4 Port of Morrow Commission closed executive sessions where Neal disclosed his non-public
5 communications with Amazon.com representatives relating to Amazon.com's plans to purchase
6 land parcels in Morrow County.

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8 Despite possessing this information, the Insiders failed to take appropriate and prudent
9 actions, including actions that were expressly recommended by Inland's counsel, to protect
10 Inland.

11 30

12 For example, Inland's attorneys repeatedly recommended that Inland obtain a "fairness
13 opinion" relating to the sale of Windwave. Fairness opinions are used in transactions such as the
14 Insider's purchase of Windwave to ensure that the selling organization is treated fairly by its
15 directors. The Insiders disregarded the advice of Inland's attorneys and did not obtain a fairness
16 opinion.

17 31

18 Inland's attorneys also repeatedly recommended in late 2017 that Inland obtain an
19 updated valuation from Cogence. The Insiders disregarded this advice as well. Moreover, the
20 Insiders specifically instructed Cogence not to consider 2017 year-end Windwave financial data
21 when it calculated the Revised Valuation in March 2018.

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23 The Insiders did not disclose to Cogence or the Replacement Directors that they
24 possessed information showing that Cogence's valuation was likely too low because it was based
25 on outdated financial and business information.

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The Insiders did not advocate for the sales agreement to include a provision that protected Inland if, after the sale, the Cogence valuation proved to be low. Such provisions are not uncommon.

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Instead, with reason to believe that Cogence’s valuation of Windwave was too low, the Insiders moved forward with buying Windwave from Inland as soon as it was possible.

35

When they voted to approve Windwave’s sale to the Insiders, the Replacement Directors relied entirely upon information and analysis that was produced or managed by the Insiders.

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The Replacement Directors did not perform any independent analysis of the Insiders’ purchase of Windwave, despite knowing that the transaction was subject to numerous conflicts of interest and therefore required the Independent Directors to exercise exacting and rigorous analysis independently from the self-interested information provided to them by the Insiders.

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The Cogence valuation was sought out, managed, and facilitated entirely by the Insiders. Yet, the Replacement Directors relied on the Cogence valuation when deciding whether to support the sale to the Insiders.

38

In December 2017, Cogence offered to meet with the Replacement Directors to explain the valuation with them. The Replacement Directors did not take advantage of this opportunity to educate themselves about Cogence’s valuation.

39

The Replacement Directors were inadequately engaged in reviewing the transaction at Inland board meetings. On March 28, 2018, Defendant Healy wrote: “Rich [Devin]’s no show

1 and Greg [Smith]'s disconnect did not set well with [the] attorneys. They did not think Jill
2 [Parker] should be put in [a] position of her alone making decision[s]. They stated that [the] final
3 decision would need to be made by [the] independent board members, not Jerry [Healy] and
4 Marv [Padberg]. I believe [R]ich and Greg have already dealt with this more than they
5 committed for and [their] attendance will probably only get worse.”

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7 On or about April 5, 2018, the Replacement Directors voted to approve Inland's sale of
8 Windwave to the Insiders.

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10 On May 3, 2018, the Insiders formally closed the transaction with Inland, purchasing
11 Windwave for a total of \$2.614 million, an amount at least \$6.9 million less than its actual value
12 based on information known to the Insiders as of the date of sale.

13 42

14 As part of the sale, Inland maintained an existing loan to Windwave of approximately
15 \$2.185 million. In addition, after Cogence issued its revised valuation, the Insiders negotiated for
16 Windwave and WW Technologies, LLC (the Insider's company) to borrow an additional
17 \$734,000 from Inland, an amount corresponding to the difference between the original and
18 revised valuations. Both loans were at sub-market interest rates and required a one-time balloon
19 payment of the loan's balance after five years. Further, as part of the sale, the Insiders agreed that
20 Windwave would continue to provide services to Inland at a price of \$200,000 per year for five
21 years.

22 43

23 The Insiders knew that Windwave's services were vital to Inland and allowed Inland to
24 achieve its charitable mission of serving rural Oregonians and their public services, such as
25 schools, libraries, hospitals, courts, law enforcement, and veteran's services.

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In February 4, 2018, three months before the sale closed, in an email sent to the other four Insiders (and no one else), Insider Healy wrote: “After 5 years there is no commitment to continue services or any set price. I would think at the 5 year mark we would want to continue to provide services conditioned on, at cost or cost plus and rolling the balloon for at least another 5 years, or year to year???”

45

Therefore, in addition to negotiating an artificially low sales price, Insider Healy and the other four Insiders negotiated contractual terms to place Inland in a position of vulnerability and contemplated using that position to extract loan terms that favored the Insiders and potentially harmed Inland’s charitable mission and the public. Indeed, based on IRS informational returns filed by Inland, in 2019, just one year after the sale, Windwave almost doubled the annual price of the services it provided to Inland, to \$350,000 per year (from the \$200,000 that the original sales contract had guaranteed through 2023).

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In this way and, others to be proven at trial, the Insiders put their own interests ahead of those of Inland, to which they owed a fiduciary duty.

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The Plaintiff has investigated this transaction and, in the process, Windwave produced documents. As part of that production of documents, Windwave and the Plaintiff entered into a confidentiality agreement, pursuant to which Windwave is entitled to notice before the Plaintiff publicizes any documents or information Windwave designated as confidential, so that Windwave may seek a protective order if it elects to do so.

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Nothing in this Complaint is subject to confidential treatment pursuant to confidentiality agreement described above. Plaintiff, however, reserves the right to file an Amended Complaint

1 with additional allegations after conferring with Windwave regarding the extent to which the
2 documents it provided should remain confidential.

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4 Plaintiff further reserves the right to seek leave to amend this Complaint to assert a claim
5 for punitive damages pursuant to ORS 31.725(2).

6 **FIRST CLAIM FOR RELIEF – BREACH OF FIDUCIARY DUTIES**

7 **ORS 65.357**

8 **(Against Insiders)**

9 50

10 Plaintiff re-alleges all preceding paragraphs as though set forth fully here.

11 51

12 As directors and officers of Inland and Windwave, the Insiders owed fiduciary duties to
13 Inland pursuant to ORS 65.357, ORS 65.377, ORS 60.357, and ORS 60.377. These duties
14 required the Insiders to act in good faith, with the care an ordinarily prudent person in a like
15 position would exercise under similar circumstances, and in a manner they reasonably believed
16 to be in the best interests of Inland. The Insiders did not act in good faith because they had
17 knowledge concerning a transaction that made their reliance on an expert's opinion, such as
18 Cogence's valuation, unwarranted under ORS 65.357(3), ORS 65.377(3), ORS 60.357(3), and
19 ORS 60.377(3).

20 52

21 The Insiders breached these duties in ways that include one or more of the following
22 respects:

- 23 a. By purchasing Windwave from Inland with knowledge or reason to believe that the
24 Cogency valuation was too low;
- 25 b. By failing to provide material information to Cogence that would cause Cogence to
26 revise its valuation of Windwave;

- 1 c. By disregarding and/or causing the Replacement Directors to disregard the advice of
2 counsel that Inland should obtain a revised valuation and fairness opinion to protect
3 the interests of Inland;
- 4 d. By failing to ensure the Replacement Directors had all material facts and analysis to
5 properly scrutinize and investigate the valuation and the terms of the sale of
6 Windwave;
- 7 e. By causing Inland to sell Windwave pursuant to contractual terms the Insiders knew
8 placed Inland at the mercy of Windwave with respect to future business transactions
9 with Windwave; and
- 10 f. By consummating the transaction knowing or having reason to know that the
11 Replacement Directors were not adequately diligent in their review of the transaction.

12 53

13 As a direct result of the Insiders' breaches, Inland has been damaged in an amount no less
14 than \$6.9 million, the difference between price the Insiders paid for Inland and its actual value at
15 the time of sale based on information known to the Insiders as of the date of sale.

16 **SECOND CLAIM FOR RELIEF – COMMON LAW FIDUCIARY DUTIES**

17 **(Against Insiders)**

18 54

19 Plaintiff re-alleges all preceding paragraphs as though set forth fully here.

20 55

21 Under the common law, persons who exercise control over charitable assets have
22 fiduciary duties of reasonable care and prudence in the administration of charitable assets. They
23 also owe a duty of loyalty to the charitable organization and its beneficiaries, which requires that
24 charitable fiduciaries place the interests of the charitable organization and its beneficiaries ahead
25 of their personal interests. In addition, corporate directors and officers have a duty of disclosure
26 or candor, requiring them not to withhold relevant facts and circumstances in their knowledge

1 from corporate decisionmakers. Directors and officers of for-profit corporations owe these
2 fiduciary duties to a corporation's shareholders or owners, including to parent companies such as
3 Inland. Under the common law, an officer or director may only rely upon an expert's opinion,
4 such as a business valuation, in good faith; he or she is not entitled to rely on such an opinion if
5 he or she is aware of facts and circumstances such as would render the expert's opinion
6 unreliable.

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8 All Insiders, as board members and officers of Inland and Windwave, breached these
9 fiduciary duties as alleged above.

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11 As a direct and proximate result of the Insiders' breaches, Inland has been damaged in an
12 amount no less than \$6.9 million.

13 **THIRD CLAIM FOR RELIEF – CONFLICT OF INTEREST**

14 **ORS 65.361**

15 **(Against Insiders)**

16 58

17 Plaintiff re-alleges all preceding paragraphs as though set forth fully here.

18 59

19 The Insiders breached their statutory fiduciary duties under ORS 65.361 by failing to
20 ensure that the Replacement Directors had full knowledge of the material facts of the transaction
21 and causing the Replacement Directors to approve the transaction without such full knowledge.

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23 The Insiders' failure to comply with the standards set forth in ORS 65.361 has resulted in
24 their engaging in a transaction in which they had an interest which was not fair to Inland and/or
25 Windwave. This transaction caused significant financial losses to Inland in an amount not less
26 than \$6.9 million and to be proven at trial.

1 **FOURTH CLAIM FOR RELIEF – UNJUST ENRICHMENT**

2 **(Against Insiders)**

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4 The Insiders acquired or retained the property of Inland, namely Windwave, and any
5 profits or distributions they subsequently received therefrom, through breaches of fiduciary duty,
6 through soliciting or otherwise causing the Replacement Directors and others to breach their
7 fiduciary duties, and/or through fraud, misrepresentations, concealment, undue influence, or
8 other similar circumstances that render it unconscionable for the Insiders to retain and enjoy such
9 property.

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11 A constructive charitable trust should be imposed on Windwave and all real or personal
12 properties, or other assets or interests, the Insiders subsequently obtained from Windwave or any
13 profits or distributions therefrom. The Court should order the Insiders to return Windwave to
14 Inland and all real or personal property, or other assets or interests, obtained using Windwave or
15 any profits or distributions therefrom.

16 **FIFTH CLAIM FOR RELIEF – BREACH OF FIDUCIARY DUTIES**

17 **ORS 65.357**

18 **(Against Replacement Directors)**

19 63

20 Plaintiff re-alleges all preceding paragraphs as though set forth fully here.

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22 As directors of Inland, the Replacement Directors owed fiduciary duties to Inland
23 according to ORS 65.357. These duties required the Insiders to act in good faith, with the care an
24 ordinarily prudent person in a like position would exercise under similar circumstances, and in a
25 manner they reasonably believed to be in the best interests of Inland.

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The Replacement Directors breached these duties in ways that include one or more of the following respects:

- a. By failing to exercise adequate diligence and reasonably and meaningfully investigate Windwave's business or scrutinize the sale of Windwave to the Insiders;
- b. By not independently seeking a valuation of Windwave;
- c. By relying on a valuation of Windwave that was produced at the behest of the buyers of Windwave; using information the provision of which was controlled by the Insiders;
- d. By failing to obtain a revised valuation or fairness opinion; and
- e. By failing to otherwise ensure that the terms of the transaction were fair to Inland.

As a direct and proximate result of the Replacement Director's breaches, Inland has been damaged in an amount no less than \$6.9 million to be proven at trial. To the extent the foregoing constitutes gross negligence, the Replacement Directors are liable to the full extent of the damages caused to Inland.

SIXTH CLAIM FOR RELIEF – COMMON LAW FIDUCIARY DUTIES
(Against Replacement Directors)

Plaintiff re-alleges all preceding paragraphs as though set forth fully here.

Under the common law, persons who exercise control over charitable assets have fiduciary duties of reasonable care and prudence in the administration of charitable assets. They also owe a duty of loyalty to the charitable organization and its beneficiaries, which requires that charitable fiduciaries place the interests of the charitable organization and its beneficiaries ahead of their personal interests.

The Replacement Directors, while they were members of Inland's board of directors, breached these duties as alleged above.

As a direct and proximate result of the Replacement Director's breaches, Inland has been damaged in an amount no less than \$6.9 million to be proven at trial. To the extent the foregoing constitutes gross negligence, the Replacement Directors are liable to the full extent of the damages caused to Inland.

SEVENTH CLAIM FOR RELIEF – INJUNCTION
(Against Insiders and Replacement Directors)

Plaintiff realleges each of the preceding paragraphs as if fully set forth herein.

The Attorney General is authorized to protect charitable interests and assets and to protect the public from breaches of duties owed by charitable fiduciaries. To prevent the Insiders and Replacement Directors from further profiting from the diversion of charitable assets for their personal benefit or otherwise breaching duties owed the charitable public, the Court should enjoin them from acting as officers, directors, trustees, fiduciaries, key employees, or managers, whether compensated or volunteer, of any charitable corporation, trust, association, or other charitable organization and from handling any money or financial matters for any charitable organization in the future.

To prevent the Insiders and Replacement Directors from further breaching duties owed the charitable public, the Court should enjoin them from acting as officers, directors, trustees, fiduciaries, key employees, or managers, whether compensated or volunteer, of any charitable organization in the future.

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corporation, trust, association, or other charitable organization and from handling any money or financial matters for any charitable organization in the future.

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Plaintiff has no practical, efficient, or adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment against Defendants that includes the following:

1. A money judgment, for which Defendants will be jointly and severally liable, in favor of the Plaintiff that awards Plaintiff for all damages caused by any breach of fiduciary duty discovered and proven in this action, in an amount to be proven at trial but no less than \$6.9 million, plus costs and disbursements as authorized by statute;
2. In the alternative to an award of damages, the Plaintiff may seek to place Windwave and all of the Insiders' distributions from Windwave into a constructive trust and for its sale to the Insiders to be voided;
3. An award of its attorney fees, costs, and disbursements, including its investigative costs, incurred in this action pursuant to ORS 128.735;
4. Enjoining the Individual Defendants from acting as officers, directors, trustees, fiduciaries, key employees, or managers, whether compensated or volunteer, of any charitable organization and from handling any money or financial matters for any charitable organization in the future; and

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5. Awarding such other and further relief that the court deems just and equitable.

DATED this 15th day of July, 2025.

Respectfully Submitted,

DAN RAYFIELD
Attorney General

/s/ Thomas Hojem

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