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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

WILSON AEROSPACE LLC,

Plaintiff,

vs.

THE BOEING COMPANY,

INC.

Defendant.

Civil Action No. _____

PLAINTIFF’S COMPLAINT

JURY TRIAL DEMANDED

Plaintiff, Wilson Aerospace, LLC, by and through its attorneys of record, brings this Complaint against The Boeing Company, Inc., and respectfully alleges as follows:

I. INTRODUCTION

1. Plaintiff, Wilson Aerospace, LLC (“Wilson”) is a family-owned aerospace design and manufacturing company based in Fort Collins, Colorado. For nearly three decades, Wilson Aerospace, LLC (“Wilson”) developed, established, and maintained business relationships throughout the space and aerospace industry by providing innovative critical tools, components, and mechanical solutions for the National Aeronautics and Space Administration’s (“NASA”)

1 projects including the International Space Station (“ISS”), CST-100 Starliner, Hubble Space
2 Telescope, and to support the Russian space station *Mir*.

3
4 2. Wilson’s passion and focus has been specifically directed toward supporting the
5 needs of Defendant, The Boeing Company, Inc. (“Boeing”) and NASA in achieving NASA’s
6 mission of advancing science, technology, aeronautics, and space exploration.

7
8 3. The custom-built solutions Wilson designed for Boeing over the years solved
9 many of NASA’s most challenging and difficult engineering requirements, many of which
10 involved safety and structural integrity issues.

11
12 4. Despite its long-standing commitment to finding innovative solutions for
13 Boeing’s needs, Boeing rewarded Wilson’s efforts by brazenly stealing Wilson’s intellectual
14 property relating to four iterations of Wilson’s flagship product, the Fluid Fitting Torque Device
15 (“FFTD[®]”), along with other tools Wilson invented, violating a litany of intellectual property
16 laws along the way.

17
18 5. At the same time, Boeing covered up its wrongful acts, which exacerbated
19 Wilson’s harms.

20
21 6. Boeing targeted Wilson because of Wilson’s storied history in the aerospace and
22 commercial aviation industry.

23
24 7. As confirmed by the company’s multiple awards, NASA recognitions, and the
25 honorary D.Sc. doctoral degree awarded by the University of Colorado to Wilson’s founder, Dr.
26 David Wilson, Wilson successfully created, developed, and maintained business relationships
27 throughout the space and aerospace industry through its ability to provide innovative critical
28 tools, components, and mechanical solutions on an expedited basis.

1 8. Boeing’s theft of Wilson’s intellectual property enabled it to capture incredible
2 sums in unlawful revenue on aerospace contracts with NASA and commercial aviation projects.

3 9. Worse, because Boeing covertly stole Wilson’s intellectual property without
4 receiving the full instructions on how to properly build, install, and use it, several of the aerospace
5 and aviation products built by Boeing are pockmarked with critical safety flaws that put lives at
6 risk. This includes the astronauts, pilots, crews, and passengers who come aboard without
7 knowledge of the unsafe equipment and vehicles manufactured by or at the direction of Boeing.
8

9 10. In 2015, Boeing was dangerously close to losing billions of dollars in future
10 revenue from NASA, because it could not figure out how to install the engines on the Space
11 Launch System (“SLS”).
12

13 11. The SLS project began in 2011 after authorizations from Congress and is the most
14 high-profile rocket development in the history of NASA¹:
15

16 **America’s Rocket for
17 Deep Space Exploration**

18 NASA’s Space Launch System, or SLS, is a
19 super heavy-lift launch vehicle that provides
20 the foundation for human exploration beyond
21 Earth’s orbit. With its unprecedented power
22 and capabilities, SLS is the only rocket that can
23 send Orion, astronauts, and cargo directly to
24 the Moon on a single mission.

25 Offering more payload mass, volume capabil-
26 ity, and energy, SLS, the world’s most power-
27 ful rocket, can carry more payload to deep
28 space than any other vehicle. The SLS rocket
is designed to be evolvable, which makes it
possible to fly more types of missions, includ-
ing human missions to the Moon and Mars and
robotic scientific missions to places like the
Moon, Mars, Saturn, and Jupiter.

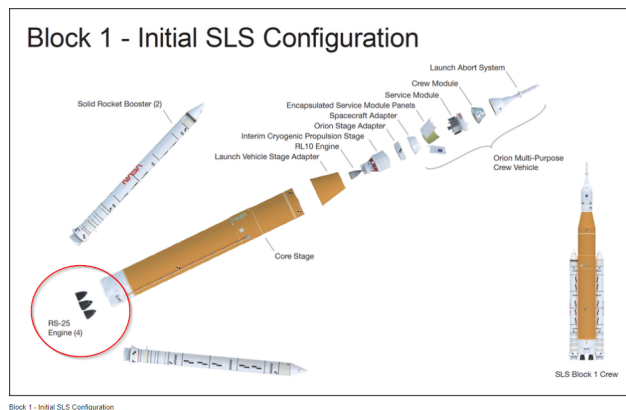
28 ¹ NASAFACTS, *Space Launch System*, https://www.nasa.gov/sites/default/files/atoms/files/sls_fact_sheet.pdf (last visited Mar. 13, 2023).

1 12. Despite Congress' original expectations, the SLS project has faced repeated and
2 ongoing delays and substantial cost overruns due to Boeing's inability to install the engines to
3 the rocket. As indicated below by the red circle, the engines attach to the bottom of the SLS
4 rocket:
5

6 13. Because this space is narrow and confined, Boeing was unable to find a way to
7 safely attach the engines to the SLS with the precise amount of torque.

8 14. After trying to resolve this issue for several years without success, Boeing
9 approached Wilson in 2014 in search of the solution it had been searching for. **Exhibit 1.**
10

11 15. With the third generation of its flagship product, the FFTD-3, a unique torque
12 wrench designed and manufactured for exactly this type of situation, Wilson offered Boeing an
13 answer to its ongoing problem that would permit a safe, efficient installation of the engines onto
14 the SLS rocket.
15



16 16. Wilson worked with Boeing for two years (from March 2014 to March 2016) on
17 the SLS expecting its important work on the project to be seen through to completion. Instead,
18 after Boeing gained access to and downloaded Wilson's proprietary information, it abruptly and
19 without explanation cancelled Wilson's involvement on the SLS.
20
21

22 17. Boeing then began to willfully misappropriate and infringe Wilson's IP, and to
23 erase and expunge all records showing any relationship between Boeing and Wilson, despite
24
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28

1 documentation and witnesses who can easily and readily verify that Boeing and Wilson had a
2 historical working relationship on a variety of projects other than the SLS engine installation.

3
4 18. Around the very same time Boeing was searching for a solution for the SLS
5 engine installation dilemma, Boeing testified in a 2014 United States Senate hearing and
6 demanded that thieves of intellectual property be held accountable—at least where Boeing’s
7 technology is concerned. In Boeing’s own words, the theft of trade secrets is “a crime” that must
8 be punished and deterred with increased penalties by “law enforcement” officials:

9
10 Boeing’s significant contribution to the U.S. economy today and for the past
11 100 years is a result of the ingenuity of our highly skilled employees. Innovating
12 each step of the way, they develop the most sought-after products and technologies
13 in the world. Boeing’s *cutting-edge technology takes years to develop at an*
14 *enormous expense*, approximately \$3 billion of research and development spent per
15 year.

16 *And the bulk of our innovations are protected as trade secrets. Because of*
17 *this, trade secret protections are vital to securing Boeing’s intellectual property. . . .*
18 *Once publicly disclosed, rights and trade secrets may be lost forever, investments*
19 *wiped out in an instant along with the competitive advantage those trade secrets*
20 *provided.*

21 Of course, Boeing is on constant guard to prevent theft of our trade secrets,
22 but *today companies cannot simply lock their trade secrets in a safe*. The vast
23 majority of our business and engineering information is stored electronically. The
24 digital age has brought great gains in productivity but also has increased risk.

25 . . . Fear of trade secret theft is not a concern just for Boeing. Middle- and
26 *small-sized companies that rely on trade secrets have as much or more to fear as*
27 *big companies, particularly if their survival depends on a single product or service.*
28 *Given the risk U.S. companies face every day, more needs to be done to deter*
thieves from stealing our trade secrets. This theft is a crime, and we must send a
clear message that we will not stand by as thieves harm our businesses, hurt our
economy and steal our jobs. Thus, we strongly support your efforts, Chairman
Whitehouse, and also the efforts of Ranking Member Graham to *call attention to*
the issue and to provide law enforcement with additional tools to deter trade secret
*theft.*²

² Statement of the Boeing Company by Peter J. Hoffman, *Hearing of the Crime and Terrorism Subcommittee of the Senate Judiciary Committee, Economic Espionage and Trade Secret Theft*, FEDERAL NEWS SERVICE TRANSCRIPTS, 2014 WLNR 13068537 (May 13, 2014) (emphasis added).

1 19. As Boeing itself has boldly proclaimed, a “clear message” should be sent to
2 thieves that engage in conduct that causes harm to businesses, hurt the economy, and steal jobs.³

3 20. Regrettably, Boeing does the opposite of what it says regarding IP protections,
4 which a Boeing employee acknowledged in a September 2020 email to Wilson, expressing that
5 Boeing’s “misuse” of Wilson’s intellectual property had damaged Wilson and created “a safety
6 concern for on-orbit hardware.”

7 21. As alleged herein, the schemes Boeing used to deceive Wilson are part of a long-
8 ranging and open-ended pattern of IP theft, fraud, and deception. Because of its size, resources,
9 status, and political influence, Boeing routinely muscles around and takes advantage of smaller
10 suppliers like Wilson by stealing and infringing their most sensitive IP, using false pretenses and
11 deception to gain access to their proprietary information.⁴

12 22. Boeing has become especially brazen in its IP theft because contracting work with
13 NASA and the military involves highly sensitive, top-secret technology that is hidden. Adding
14 even more obfuscation, Boeing over-classifies and aggressively stamps all the resulting tools it
15 makes, and products it sells to NASA or the military under special security and military
16 protections (including the International Traffic in Arms Regulations),⁵ which makes the
17 discovery of IP theft in this context exceedingly difficult—by design.
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23
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25 ³ *Id.*

26 ⁴ See, e.g., Daniel Seiden, *Boeing Loses Bid for Rehearing on Trade Secrets Claim Decision*, BLOOMBERG LAW, Apr. 21, 2002 (“Boeing Co. failed to convince an appeals court to reconsider the revival of a claim that could expose the company to up to \$100 million in damages for allegedly misappropriating trade secrets when it worked with Alabama Aircraft Industries Inc. on a U.S. Air Force contract bid, according to an Eleventh Circuit order.”).

27 ⁵ United States Department of State, *The International Traffic in Arms Regulations (ITAR)*,
28 https://www.pmdtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=24d528fddbfc930044f9ff621f961987 (last visited Mar. 13, 2023).

1 designing, manufacturing, and selling airplanes, rotorcraft, rockets, satellites,
2 telecommunications equipment, and missiles throughout the world.

3
4 **III. JURISDICTION AND VENUE**

5 27. This is a civil action seeking damages and injunctive relief under the Copyright
6 Act of the United States, 17 U.S.C. §101, *et seq.*, trade secret misappropriation claims pursuant
7 to Washington state law and the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.*, the
8 Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962(c) *et seq.*, and
9 other related state law claims. This Court has federal subject matter jurisdiction under the
10 respective federal statutes at issue, along with 18 U.S.C. § 1331. This Court also has supplemental
11 jurisdiction over Wilson’s state law claims pursuant to 28 U.S.C. § 1367, because those claims
12 form part of the same case and controversy.
13

14 28. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because a
15 substantial part of the events giving rise to Wilson’s claims occurred within this District, and
16 Boeing has substantial and continuous ties to this District, as confirmed by the 2012 and 2014
17 Proprietary Information Agreements between the parties, which includes a Washington choice
18 of law clause.
19

20 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

21 29. Precision is paramount in the aerospace and aviation industries, and Wilson’s
22 consistent work product and proven track record earned it a reputation for designing and building
23 complex, reliable, state-of-the-art mechanisms for space and aerospace application—and doing
24 so efficiently and on time.
25

26 30. Wilson invented and built numerous tools for Boeing over the years, many of
27 which were designed for use in tightening fittings and valves to the optimum degree of tightness
28

1 as specified by the fitting manufacturer and approved by NASA to avoid unnecessary damage
2 and the potential for dangerous leaks and releases of toxic and explosive fluids in aircraft and
3 space vehicles.

4
5 31. Wilson depends on the innovative tools it designs, develops, and manufactures to
6 generate profits, and Wilson's copyright and trade secret protections deter competitors and
7 would-be thieves from profiting off Wilson's work without Wilson's express permission.

8
9 32. On October 29, 2012, and August 29, 2014, Boeing entered into non-disclosure
10 and proprietary information agreements ("PIA") with Wilson whereby Boeing agreed not to
11 publish, disclose, or allow to be disclosed, any of Wilson's proprietary and trade secret
12 information without Wilson's express written consent. **Exhibit 2; Exhibit 3.**

13
14 33. The 2012 PIA governed the exchange of information "related to torque tools used
15 in manufacturing."

16
17 34. The 2014 PIA governed the exchange of information relating to "NASA's next
18 generation launch vehicle(s) including but not limited to Space Launch Program."

19
20 35. Boeing drafted and prepared the PIAs, as confirmed by the number assigned to
21 the PIA at the top of each document, which relates to Boeing's contract numbering, not Wilson's.

22
23 36. The 2012 and 2014 PIAs each contained a choice of law provision stating that any
24 disputes between the parties are governed by Washington state law. At the time of the events of
25 this case and in 2012 and 2014, Boeing was headquartered in Seattle, Washington. Boeing later
26 pulled out of Washington and moved its headquarters across the country.

27
28 37. Although Boeing paid Wilson for some of its work over the years, Boeing's
primary approach was to steal Wilson's intellectual property through deception and other illegal

1 means, rather than to compensate Wilson for its work on the SLS project, the ISS project, and a
2 commercial aircraft project.

3 38. Boeing stole Wilson's intellectual property both on its own and in concert with
4 others involved in interstate commerce. In the process of working with Wilson (and other
5 suppliers on other projects), Boeing has followed a pattern throughout its SLS, ISS, and
6 commercial aircraft divisions by:
7

- 8 i. Requesting Wilson's confidential information under the protection of a PIA;
- 9 ii. Baiting Wilson to get started with the prospect of lucrative, future work;
- 10 iii. Disseminating Wilson's work to co-conspirators for development while taking
11 credit for the derived design/manufacturing and receiving compensation for the
12 work;
- 13 iv. Covering up and concealing its IP theft by expunging Wilson's involvement in
14 numerous Boeing projects as a pretext to eliminate Wilson as a qualified supplier
of critical parts and tools; and
- 15 v. Generating hundreds of millions of dollars in revenue based on the IP stolen from
16 Wilson.

17 39. Boeing's theft of Wilson's intellectual property rights for tools intended to support
18 the SLS project resulted in mismatching Wilson's designed components with components
19 designed by Boeing and its co-conspirators which led to inferior products being used to tighten
20 fittings and valves.

21 40. On information and belief, the mismatched tools have caused some fluid leaks
22 that have continually delayed the SLS launch, costing NASA hundreds of millions of dollars
23 while unjustly enriching Boeing through its cost-plus contract with NASA. **Exhibit 4.**

24 **A. Overview of the Unique Tools Wilson Designed and Created**

25 41. Wilson invented, designed, and created multiple tools that were used or intended
26 for use in interstate commerce by Boeing, NASA, and other companies.
27
28

1 42. Among the products at issue are three iterations of Wilson’s specialty tooling
2 lineup called the Fluid Fitting Torque Device (“FFTD-1”, “FFTD-2”, and “FFTD-3”), a family
3 of tools Wilson invented for the specific purpose of tightening and loosening fittings. One of the
4 most notable uses for the FFTD has been installing Gamah fittings located in cramped, difficult
5 to access areas on spacecraft such as the ISS and the SLS.
6

7 43. As one example, approximately 600 Gamah fittings can be found on the ISS,
8 many of which are frequently attached and detached, including those associated with coupling
9 the ISS with space vehicles like the now retired Space Shuttle, other commercial vehicles, and
10 reconfiguring experiments on the ISS.
11

12 44. Like the ISS, the Columbia Space Shuttle also utilized Gamah fittings as part of
13 the construction of the “SPACEHAB” – an experimental module that was integrated into the
14 Columbia so astronauts could conduct experiments about the behavior of fire in a weightless
15 environment. **Exhibit 5.**
16

17 45. The *FFTD-1* is a tool designed and developed using Wilson’s proprietary
18 technology which was supplied to Boeing to enable astronauts to install fittings inside the ISS
19 while in orbit. **Exhibit 6.**
20

21 46. The *FFTD-2* is a set of 2 tools Wilson created for Boeing to install a critical
22 hydrogen vent line on the outside of the ISS to support the replacement of an oxygen concentrator
23 – a critical component of the Environmental Control and Life Support System (ECLSS). **Exhibit**
24 **7.**
25

26 47. The *FFTD-3* is Wilson’s high performance fitting installation tool invented as a
27 state-of-the-art successor to the FFTD-1, capable of delivering high-torque in small, confined
28 spaces. **Exhibit 8.**

1 48. To broaden the applications for the FFTD-3, Wilson developed over 105
2 accessories for it.

3 49. The *Torque Tester* is a custom designed, table mounted precision “beam balancer”
4 style torque tester, which uses heavy duty components to minimize torque deflection and
5 distortion error to provide highest fidelity results possible for critical applications. The *Torque*
6 *Tester* uses precision calibration and is traceable to National Institute of Standards and
7 Technology (“NIST”) with dual onboard computers for real time torque measurement and the
8 ability to download testing results to an external computer or server for statistical plotting, or
9 quality assurance archiving. It is used to verify and calibrate the torque on the FFTD-3, among
10 other tools. **Exhibit 9.**

11
12
13 50. The *Capture Latch* is equipment that Wilson co-developed with Boeing. It is used
14 to dock space vehicles on the ISS. **Exhibit 10.**

15 51. The *Switch Tester* is a testing apparatus Wilson designed and demonstrated to
16 Boeing which synchronized the timing of the four limit switches on the *Capture Latch* equipment.
17 **Exhibit 11.**

18
19 52. The *Spring Compressor* is a tool Wilson designed and demonstrated to Boeing
20 during its work on the *Capture Latch* project. The Spring Compressor is used to install high
21 power springs for assembly of the Capture Latches.

22 53. The *Dreamliner Bolting Tool* is a series of tools Wilson designed and proposed to
23 Boeing to install bolts and fasteners on commercial aircraft. One tool concept was to redesign
24 mechanical components on existing Boeing hardware. The second concept was to re-engineer
25 the tool while retaining overall dimensions of the existing tool. **Exhibit 12.**
26
27
28

1 54. The *Gearbox* is an assembly for the nose cone cover of the Boeing CST-100
2 *Starliner*. **Exhibit 13.**

3 **B. Boeing’s Pattern of Stealing Intellectual Property and Cheating the Government**

4
5 55. Founded in Seattle in 1916, Boeing has contributed major innovations to
6 America’s aviation and aerospace industries, propelling the growth of NASA and the defense
7 industry of the United States.

8 56. Unfortunately, in the last two decades, Boeing has demonstrated a willingness to
9 engage in deception, infringement, and theft of intellectual property to satisfy its appetite for
10 increased corporate profits and quarterly revenues.

11
12 57. The consequences of Boeing’s wrongful conduct are significant and notable. In
13 2006, the United States Department of Justice (“DOJ”) announced “a record \$615 million
14 settlement to resolve criminal and civil allegations that Boeing improperly used competitors’
15 information to procure contracts for launch services worth billions of dollars from the Air Force
16 and the National Aeronautics and Space Administration.”⁶

17
18 58. As the *New York Times* explained at the time, this DOJ settlement was reached to
19 avoid criminal charges, and Boeing assured Congress and the American public that Boeing
20 affirmatively “does accept full responsibility for the actions of its employees.”⁷

21
22 59. Boeing’s theft of intellectual property was so significant that a United States
23 Senate hearing held on August 1, 2006, was devoted solely to this topic and the subsequent
24

25
26
27 ⁶ DEP’T OF JUSTICE, *Boeing to Pay United States Record \$615 Million to Resolve Fraud Allegations*, (June 30, 2006)
https://www.justice.gov/archive/opa/pr/2006/June/06_civ_412.html.

28 ⁷ Leslie Wayne, *Boeing to pay \$615 Million to avoid trial*, NEW YORK TIMES, (May 16, 2006),
<https://www.nytimes.com/2006/05/16/business/worldbusiness/16iht-boeing.html>.

1 settlement that Boeing and its lawyers convinced the DOJ to accept in lieu of indicting Boeing
2 for the many intellectual property crimes it openly committed.

3
4 60. In this 2006 Senate hearing, Senator John Warner asked: “how does a company
5 with the pride and prestige of Boeing produce employees that are capable of this kind of criminal
6 behavior? Companies doing business with the United States Government are expected to adhere
7 to the highest legal and ethical standards. We would expect nothing less from a company of
8 Boeing’s stature and rich heritage.”⁸

9
10 61. Senator Warner pointed to “a cultural climate at Boeing, both past and present,
11 that has fostered criminal misconduct by some of its employees.”⁹ Senator Jack Reed added, “We
12 need the goods and services that Boeing provides, but we cannot purchase them at the expense
13 of our legal and ethical standards.”¹⁰

14
15 62. In response to the lengthy description of Boeing’s misconduct and criminal theft
16 of intellectual property, Boeing’s CEO at the time, Mr. McNerney, assured Congress:

17 We take full responsibility for the wrongful acts of the former employees
18 who brought dishonor on a great company and caused harm to the U.S.
19 government and its taxpayers. Boeing is accountable for what occurred....
20 This settlement is tough but fair. It has been widely reported as probably the
21 largest monetary settlement of its kind, a sad distinction we must live with
22 and learn from.¹¹

23
24
25 ⁸ *The Boeing Company Global Settlement Agreement: Hearing before the S. Comm. on Armed Services*, 109 Cong.
[page 2] (2006) (statement of Senator John Warner).

26 ⁹ *Id.*

27 ¹⁰ *The Boeing Company Global Settlement Agreement: Hearing before the S. Comm. on Armed Services*, 109 Cong.
[page 10] (2006) (statement of Senator Jack Reed).

28 ¹¹ *The Boeing Company Global Settlement Agreement: Hearing before the S. Comm. on Armed Services*, 109 Cong.
[page 40] (2006) (statement of James W. McNerney, Jr., Chairman, President and Chief Executive Offices, the
Boeing Company) (emphasis added).

1 63. Boeing’s promise to take responsibility for the “wrongful acts” of its employees
2 was a material condition to this DOJ settlement. It is therefore estopped in this case and in all
3 others from trying to pin the blame for its IP crimes on “rogue” employees. In any event, Boeing
4 is responsible if its employees’ unlawful actions were taken to benefit Boeing.
5

6 64. In 2016, Mr. McNerney continued to promise Congress that Boeing’s criminal
7 liabilities and public embarrassment “have caused an immense amount of introspection at Boeing.
8 How could a company with a history of reliability and a self-image of unquestioned integrity
9 have made these mistakes? This introspection set us on a course of building one of the most
10 robust ethics and compliance programs in corporate America. That is the lasting legacy and silver
11 lining of this dark cloud in our history.”¹²
12

13 65. Over 15 years later, that “lasting legacy” has yet to be created and realized as little
14 has changed since 2006. Today, Boeing is back in the news for its deception of the government
15 and its singular role in causing the 737 Max airplane crashes in 2019, killing over 300 passengers,
16 and its cost over-runs on other contracts.¹³
17

18 66. For the past several years, Boeing has stayed in the crosshairs of Congress (and
19 law enforcement agencies and prosecutors at the DOJ) because of a “cascade of errors, shortcuts
20 and management failures[.]”¹⁴
21

22 67. In 2021, the DOJ again offered a special deal to Boeing, this time permitting
23 Boeing to enter a deferred prosecution agreement after it had been caught and admitted to
24

25
26 ¹² *Id.*

27 ¹³ FORTUNE 500, *Boeing*, <https://fortune.com/company/boeing/fortune500/> (last visited Mar. 13, 2023).

28 ¹⁴ Scott Cohn, CNBC, *One year after the 737 Max’s return, Boeing is still trying to get back on course* (Jan. 24, 2022) (available at <https://www.cnbc.com/2022/01/24/the-737-max-may-be-back-but-boeing-is-still-trying-to-get-back-on-course.html>).

1 “conspiring to defraud regulators”—again allowing Boeing to avoid criminal charges (and this
2 time by striking a secret deal without consulting the families of the victims of the crash).¹⁵

3 68. As it falsely promised in 2006, Boeing today claims the 2019 crashes led to
4 “fundamental reforms[.]”¹⁶ But, once again, “that didn’t happen.”¹⁷

5 69. Unfortunately, Wilson, like many others, relied on Boeing’s assurances and acted
6 in good faith to deliver what Boeing requested, unaware that Boeing was secretly stealing,
7 misappropriating, and infringing its intellectual property at the same time.
8

9 70. Boeing’s *modus operandi* is evident: target a smaller company and entice them
10 with the possibility of lucrative contracts, then steal the smaller company’s IP while concealing
11 evidence of the misdeeds.
12

13 71. Notably, the thefts of IP in this case are part of a broader pattern of criminal
14 behavior by Boeing, which has previously been accused of stealing the innovations and
15 intellectual property of its competitors and its suppliers:
16

- 17 ■ Theft of trade secrets from Lockheed Martin in 2006 and a \$615 million DOJ
18 settlement in 2006 for criminal theft of intellectual property and fraud upon the
19 United States government;¹⁸

23 ¹⁵ Michael Laris, *Judge Rules DOJ violated rights of Boeing Max victims in prosecution deal*, Washington Post, Oct
24 21, 2022.

25 ¹⁶ Scott Cohn, CNBC, *One year after the 737 Max’s return, Boeing is still trying to get back on course* (Jan. 24,
26 2022) (available at <https://www.cnbc.com/2022/01/24/the-737-max-may-be-back-but-boeing-is-still-trying-to-get-back-on-course.html>).

27 ¹⁷ *Id.* (quoting U.S. House Transportation and Infrastructure Committee Chairman Peter DeFazio (D-Oregon)).

28 ¹⁸ Jill Aitoro, *Secrets and files*, WASH. BUS. JOURNAL, 2013 WLNR 17695535 (July 19, 2013) (“A scandal 10 years ago involved The Boeing Co., which allegedly outbid Lockheed Martin Corp. for \$2 billion in contracts for rocket-launching vehicles after two former Lockheed employees stole more than 25,000 pages of trade secrets and switched companies. While Boeing the company was not prosecuted, the Air Force canceled about \$1 billion of the company’s contracts and suspended Boeing from competing for rocket work for 18 months.”).

- 1 ▪ Theft of allegedly \$100 million in trade secrets and breach of non-disclosure
2 agreement against Alabama Aircraft, a small supplier that Boeing preyed upon;¹⁹
- 3 ▪ Theft of trade secrets in Aviation Finance Insurance Consortium in 2018, when
4 Boeing allegedly “waited until their need for those trade secrets became critical—
5 and then misappropriated them”,²⁰ and
- 6 ▪ Theft of trade secrets in 2018 against Zunum, which ultimately caused Zunum to
7 collapse.²¹

8 72. Consistent with its *modus operandi*, Boeing covertly engaged in a wide-ranging
9 pattern of schemes to misappropriate, steal, and infringe Wilson’s IP, along with plans to erase
10 Wilson from all documents and records so that Boeing and its confederates—but not Wilson—
11 would receive the massive compensation that was awarded from the contracts Boeing had lined
12 up with NASA and other companies.

13 73. In doing so, however, Boeing terminated its contracts and communications with
14 Wilson before all of the specifications, instructions, and design details (“the complete and critical
15 information”) could be shared with Boeing and NASA, including, in the case of the FFTD-3, the
16 internal workings within the housing, friction reducing coatings, material selections,
17 manufacturing techniques, assembly procedures, testing processes, software for optimizing gear
18 performance, and software to interface tools with torque testers. **Exhibit 14.**

19 74. The complete and critical information was necessary to properly manufacture the
20 tools and devices needed for NASA to install the engines on the SLS rocket and by terminating
21

22
23
24 ¹⁹ Blake Brittain, REUTERS, *U.S. appeals court says Boeing must face contractor’s trade-secret claims* (Feb. 14,
25 2022) (“Aerospace giant Boeing Co has to defend itself for a second time from accusations that it stole trade secrets
26 from a contractor that it allegedly bankrupted, a U.S. appeals court ruled Monday.”).

27 ²⁰ LEEHAM NEWS, *Boeing, insurance firm stole trade secrets, lawsuits charge* (Sept. 11, 2018),
28 <https://leehamnews.com/2018/09/11/boeng-trade-secrets/> (“This isn’t the first time Boeing was on the receiving end
of a trade secrets theft complaint.”).

²¹ Andrew J. Hawkins, *Struggling electric jet startup Zunum sues Boeing for fraud and misuse of trade secrets*, THE
VERGE (Nov. 24, 2020), <https://www.theverge.com/2020/11/24/21612702/zunum-aero-sues-boeing-fraud-hybrid-electric-jet>.

1 its contracts and communications with Wilson, Boeing lacked the knowledge and information
2 needed to design tools that could offer superior quality and performance.

3 75. Boeing's mismatched tools of inferior quality were a cause of the leaks
4 experienced in the SLS projects, and likely caused leaks in equipment of Boeing's joint venture
5 partners and licensees, which discovery will uncover.
6

7 76. On top of this, Boeing has blamed Wilson for design failures, causing irreparable
8 reputation damage and loss of future business opportunities to Wilson, which requires, at the very
9 least, that Boeing publicly clear Wilson's name and alert NASA and others of the true cause of the
10 problems underlying the ISS, Columbia - SPACEHAB and SLS failures.
11

12 77. Boeing's premature and calculated termination of communications with Wilson
13 not only has led to multiple problems that can be traced to Boeing's theft and incompetent
14 manufacturing and installation, but it also created signature defects that—this time—Boeing
15 cannot erase or delete from its files. Indeed, Wilson can show Boeing stole its IP by pointing to
16 the features that Boeing's products *do include* while simultaneously showing the features that
17 Boeing's products *don't include*—because Boeing cut off communications with Wilson before
18 the details of these features could be transmitted by Wilson. Upon information and belief, it is
19 the absence of these essential features that has caused or contributed to the defects, leaks, and
20 other failures experienced by NASA in the SLS project as well as incredible cost overruns at the
21 expense of the US taxpayer.
22

23
24 **C. The Theft of Wilson's Intellectual Property and Boeing's Coverups**

25 78. Boeing's theft of Wilson's intellectual property included tools designed for use
26 on the ISS project, the SLS project, and in Boeing's aircraft division.
27
28

1 79. The SLS project has been in development since 2011. Congress set the goal of
2 having a fully operational launch and rocket capability by the end of 2016.

3 80. The first SLS rocket launch finally occurred on November 16, 2022, six years
4 behind schedule and notwithstanding dangerous leaks from fittings that caused damage to the
5 launch pad and rocket hardware.

6 81. Despite the significant delays the SLS project experienced, Boeing has been paid
7 billions of dollars in revenue from its work on the SLS project much of which Boeing would not
8 have ever realized without gaining access to and then stealing or infringing Wilson’s IP.
9

10 82. In 2014 and 2015, Boeing’s involvement in the SLS had reached a bottleneck:
11 Boeing’s work—and revenue—were going to be cut off by NASA if Boeing could not figure out
12 how to install the engines on the SLS rocket.
13

14 83. With billions of dollars of future revenue hanging in the balance and its reputation
15 with Congress and NASA on the line, Boeing turned to Wilson for help.
16

17 **D. The Theft and Counterfeiting of the FFTD-3**

18 84. During its work on the SLS project, Boeing reached out to Wilson in March 2014
19 after learning Wilson had created the FFTD-3, which had the ability to precisely install high-
20 torque fittings and flare nuts in tightly confined spaces.

21 85. In approaching Wilson, Boeing acknowledged in emails that it did not have any
22 tools or tool concepts with those capabilities despite its repeated efforts to find such a solution.
23

24 **Exhibit 15.**

25 86. Boeing was up against a significant obstacle: interfacing the RS-25 engines,
26 modified from previous use on the retired space shuttle, onto the new Artemis I rocket. Without
27 the engines installed and fitted perfectly, the rocket could not launch. This was an existential
28

1 threat to the entire SLS project and especially to Boeing's continued involvement in the lucrative
2 project.

3 87. Boeing had not yet figured out a way to attach all the components because the
4 tight, confined spaces at the "boat tail" of the rocket did not permit the use of Boeing's existing
5 tools; nor did any other tools calibrate the torque needed with the extreme precision required by
6 NASA for the SLS program.

7
8 88. It was Wilson's FFTD-3 that uniquely offered both the ability to operate in tight,
9 narrow spaces, and to deliver torque with precision that was unparalleled. In short, Wilson could
10 solve both problems at the same time, offering Boeing its only path to continue forward on the
11 SLS project. **Exhibit 16.**

12
13 89. After Boeing reached out to Wilson in March of 2014 regarding the FFTD-3,
14 Wilson and Boeing engaged in multiple meetings and conference calls to discuss what was
15 needed to solve the engine installation barrier on the SLS project. **Exhibit 17.**

16
17 90. The parties also signed a 2014 PIA to protect Wilson's IP related to the SLS
18 project. The 2014 PIA is focused on the SLS project, and it included five years of protection to
19 Wilson for its IP.

20
21 91. Wilson reasonably relied on the PIA signed and provided by Boeing, and Wilson
22 proceeded in good faith, under the terms of the PIA, expecting Boeing to honor the agreement,
23 along with state and federal laws, given the reality that the SLS project involved significant
24 government contracts, the status of which would be jeopardized should Boeing engage in fraud
25 or other misconduct on this high-profile NASA project.

26
27 92. Leading up to and during the era of the 2014 PIA, Wilson undertook reasonable
28 care to protect its trade secrets, including transmitting confidential information in encrypted

1 form, keeping drawings and other confidential information in a locked safe, restricting access to
2 its shop, insisting on signed proprietary information agreements, marking documents
3 confidential, and installing firewalls in its computers.

4
5 93. Wilson's IP covered by the 2014 PIA includes a variety of copyright-protected
6 design information, including computer software code that generates three-dimensional
7 computer-aided design (CAD) drawings of the FFTD-3 (**Exhibit 18**); a detailed written
8 description of accessories and procedures for SLS application (**Exhibit 19**) written pricing and
9 cost information (**Exhibit 20**), written material selection (**Exhibit 21**); written description of
10 computer-controlled angle tools, written description of statistical process control data logging;
11 written planetary ratio combinations; and written geartrain selections (**Exhibit 22**).

12
13 94. On or about October 1, 2014, and under the protection of the 2014 PIA, Wilson
14 met with Boeing at the request of Michael Bailey (a member of the SLS – Stages – Engine Section
15 of Boeing's Structural Design and Integration Unit) who was identified in the PIA as the contact
16 person for the project.

17
18 95. Bailey reached out to Wilson by email on March 28, 2014, telling Wilson that the
19 "Human Factors engineers as well as the Manufacturing engineers" at Boeing had "shown
20 interest in the self-reacting torque tool" (the FFTD-3) and wanted to discuss this solution with
21 Wilson. **Exhibit 23**.

22
23 96. Wilson followed up in June 2014 by email to Boeing's William Raby, who
24 responded on June 19, 2014, by email and said: "Yes – we still need this tooling." **Exhibit 24**.

25 97. In his communications to Wilson, Boeing employee Terry McGee requested in-
26 person demonstrations of the FFTD-3 along with a detailed description of Wilson's technology.
27 **Exhibit 25**.

28

1 98. Continuing its tradition of assisting Boeing, Wilson agreed to Mr. McGee's
2 request and ultimately provided a live demonstration to 21 individuals identified as Boeing
3 personnel on or around October 2014 (the "live presentation") and thereafter attended several
4 meetings with the alleged Boeing employees in Boeing's facilities located in Huntsville,
5 Alabama. **Exhibit 26.**

7 99. During the live presentation, Wilson allowed the individuals present (who failed
8 to disclose they were not Boeing employees) to handle and operate the FFTD-3, demonstrating
9 and describing in depth the tool's full capabilities and cutting-edge functionality—all
10 confidential and proprietary information that Wilson would never have shared outside the
11 umbrella of the 2014 PIA.

13 100. Although Boeing did not reveal it at the time, Wilson later learned that at least
14 seven of those in attendance for the live presentation were external to Boeing and were, at the
15 time, employees of Wilson's direct competitors (the "Bogus Boeing Employees"). This fact was
16 concealed from Wilson who was deceived by Boeing and the Bogus Boeing Employees into
17 giving the presentation by falsely suggesting to Wilson that everyone was a Boeing employee
18 and therefore subject to the 2014 PIA.

20 101. Upon information and belief, those external to Boeing and in direct competition
21 with Wilson included David Grant, Charles Krampert, Dennis Lascola, James Murray, Paul
22 Protos, Jason Allen, and John Salisbury (hereinafter "Bogus Boeing Employees"). At the time of
23 this presentation, these individuals were employed as follows:
24

- 25 ■ David Grant was a Senior Engineer at Geocent, a company that provides
26 information technology and aerospace engineering services.
- 27 ■ Charles Krampert was a Design Engineer for Kord Technologies, which
28 markets itself as providing engineering and business services in support of
NASA's SLS Program by having its team of engineers and analysts deliver

1 product design, analysis, manufacturing, and tooling expertise to Boeing in
2 support of the SLS Core Stage.

- 3 ■ Dennis Lascola was employed by United Launch Alliance, which is a
4 spacecraft launch service provider.
- 5 ■ James Murray was a Tool Integration Project Manager for GeoLogics
6 Corporation, which provides specialized R&D and engineering services and
7 technical contributions supporting the aerospace defense industry.
- 8 ■ Paul Protos was employed by Kord Technologies (described, *supra*).
- 9 ■ Jason Allen was a Mechanical Engineering Associate at RS&H, which
10 provides engineering and architectural services to the defense and
11 transportation industry, including aerospace.
- 12 ■ John Salisbury was a Senior Systems Engineer at Jacobs ESTS Group, which
13 provides technical leadership and support to NASA's Space Launch System
14 Program.

15 102. Unbeknownst to Wilson, the Bogus Boeing Employees' employers were Wilson's
16 direct competitors and were never explicitly identified to Wilson as being external to Boeing.

17 103. On the heels of the live presentation, Boeing's Steven Rice followed up by email
18 to Wilson on October 8, 2014, copying all or most of the attendees and maybe others (all with
19 Boeing email addresses), stating: "Thank you for the tool demonstration. Very well done."

20 **Exhibit 16.**

21 104. Mr. Rice further stated in his October 8th email that Wilson's FFTD-3 tool would
22 "solve several of the problems" Boeing was encountering on the SLS engine installation. He
23 went on to request an extensive amount of sensitive information from Wilson, including 3D data
24 "for all the tools you showed in the presentation today." He even requested specific file types
25 that Wilson should use to send this confidential information to Boeing. **Exhibit 16.**

26 105. The Bogus Boeing Employees were carbon copied on the October 8th, email from
27 Mr. Rice, and each of these employees had a Boeing email address. **Exhibit 16.**

28 106. At no point did Mr. Rice, or anyone from Boeing, reveal that anyone copied in
the October 8th email chain was not actually a Boeing employee.

107. Nor did Mr. Rice, or anyone from Boeing, ever claim that Boeing was working

1 on its own or with any other company to independently “solve” the problems Boeing was facing
2 on the engine installation and that it had requested Wilson provide a solution for.

3 108. Had Boeing truthfully disclosed that it was actually having Wilson demonstrate
4 and reveal its most sensitive commercial data so that Wilson’s own competitors could take its IP
5 and build products for Boeing at a fraction of the price (because they could skip all the research
6 and design costs and not have to spend the same time or money developing the product or the
7 IP), Wilson never would have engaged in this demonstration or in the SLS project with Boeing.
8

9 109. On or about October 22, 2014, in response to Boeing’s request from Mr. Rice,
10 Wilson provided Boeing detailed models and specifications of the FFTD-3 in an encrypted CAD
11 software package covered by the 2014 PIA.
12

13 110. The encrypted CAD software package Wilson provided Boeing was marked as
14 “Confidential Trade Secret” information. **Exhibit 27.** Wilson also presented an extensive
15 description of 105 of its proprietary accessories for use with the FFTD-3 to access specific
16 locations on the SLS rocket. **Exhibit 19.**
17

18 111. At Boeing’s request, Wilson also provided its FFTD-3 cost, pricing, and
19 engineering information.

20 112. Wilson shared all of the aforementioned information under the 2014 PIA.

21 113. Once Boeing had Wilson’s proprietary information in hand and had received an
22 in-person demonstration and explanation of the FFTD-3’s features, including the computer
23 source code and CAD models, Boeing was able to replicate what it believed to be the full FFTD-
24 3 tool. The cost to do so was far less than it would have cost had Boeing purchased this from
25 Wilson, because Boeing and its confederates incurred no costs or expenses in designing and
26 creating the FFTD-3.
27
28

1 114. In doing so, Boeing acted without authorization and covertly misappropriated and
2 infringed Wilson’s IP, including its trade secrets and its copyrighted material.

3 115. Boeing was facing a critical design review (“CDR”) with NASA in 2015
4 regarding the SLS project. If Boeing didn’t pass the CDR, it could not proceed on the SLS project.
5

6 116. In fact, well over half, and potentially as much as 70%, of Boeing’s revenue on
7 the SLS project amounting to billions of dollars, was paid after the 2015 CDR.

8 117. With the unauthorized use of Wilson’s IP, and in violation of the PIA, Boeing
9 created documents and materials for distribution to NASA without Wilson’s knowledge or
10 permission, and Boeing failed to mark Wilson’s IP or models as proprietary and confidential.
11

12 118. In mid-2015, Boeing submitted and delivered presentations to NASA that
13 integrated the FFTD-3 into the design model for the SLS project without marking derivative
14 documents as proprietary and confidential. Boeing presented this model to NASA to pass the
15 2015 CDR, which included NASA’s “Human Factor” standards and evaluated the tool’s ability
16 to prevent human-caused damage to the equipment and the SLS mission. **Exhibit 28.**
17

18 119. In the 2015 CDR presentation to NASA (**Exhibit 29**), Boeing did acknowledge
19 that the solution to the rocket installation relied on Wilson, and it stated on a slide entitled
20 “Purpose” that Wilson’s tool contained a “unique feature” that would allow the engines to be
21 installed precisely and safely in the tight, narrow spaces on the bottom of the SLS rocket:
22

23 The purpose of this evaluation is to determine if the existing *Wilson Aerospace*
24 *Torque tools* are sufficient to cover the wide variety of tubing applications present
25 *during SLS assembly, installation, and R&R procedures. The unique feature of*
26 *these tools is that they combine a torque wrench with a backup wrench in one tool,*
27 *making it self-reacting. (Exhibit 29, Design Review Presentation) (emphasis*
28 *added).*

1 120. Boeing’s submission to NASA in 2015—which extensively misappropriated and
2 depended entirely on Wilson’s IP—was successful, and Boeing was allowed to proceed on the
3 SLS project. **Exhibit 30**.

4 121. Boeing continued to express interest in working with Wilson throughout 2015-16,
5 even as it misappropriated Wilson’s IP.

6 122. On August 10, 2015, Bradley Schmidt of Boeing emailed Wilson: “*I wanted to*
7 *inform you that the project is still active*; I have had preliminary discussion with Boeing Tooling
8 Engineer Ed Baglioni and will be working with him on the procurement.” He continued: “I look
9 forward to working with Wilson Aerospace and working this project *to a successful conclusion*.
10 *Thank you for your support!*”. **Exhibit 31**(emphasis added).

11 123. These statements were false and misleading and lulled Wilson into continuing to
12 work with Boeing. At the time Mr. Schmidt’s email was written, Boeing had already
13 misappropriated Wilson’s IP and made the decision not to credit Wilson with solving the SLS
14 engine installation problems.

15 124. Indeed, on October 6, 2015, Ed Baglioni of Boeing emailed Timothy Walters and
16 Mark Fischer, asking for help internally within Boeing in obtaining the materials that would be
17 needed to replicate Wilson’s FFTD-3: “*We want to build a type of wrench that can torque the B-*
18 *nuts out of one of the listed materials and want to make sure there is no issue touching flight*
19 *hardware. See attached presentation for explanation of use in engine section.*” **Exhibit 32**
20 (emphasis added).

21 125. Boeing never disclosed to Wilson at any point that it was entertaining other
22 options or that it would take Wilson’s IP and use another supplier to build the solution for the
23 SLS engines. With the 2014 PIA in place, Wilson reasonably believed that the discussion was
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1 strictly between Boeing and Wilson only, especially because the FFTD-3 was proprietary, and
2 Boeing had told Wilson that the solution it was providing was unique.

3
4 126. Wilson was unaware and had no reason to believe that Boeing had secretly been
5 including other companies to help steal Wilson's IP and build a cheaper solution. Boeing
6 concealed these facts from Wilson as part of its scheme to defraud Wilson and to transmit
7 Wilson's IP to its direct competitors.

8
9 127. As 2015 proceeded, Boeing asked for further financial and cost information from
10 Wilson. On or about October 27, 2015, Boeing's Sophie Floyd requested and received Wilson's
11 sensitive cost and pricing information. **Exhibit 33.**

12
13 128. Boeing's Ed Baglioni (the SLS Tooling Project Manager for Boeing) approved
14 Boeing's order of a \$3.1 million kit from Wilson (for the entire tooling package for the FFTD-
15 3), and emailed Wilson on Dec. 1, 2015, requesting even more detailed information for Wilson
16 to supply. **Exhibit 34.**

17
18 129. Boeing's Sophie Floyd authorized Wilson to proceed with the FFTD-3 order by
19 sending an Authority to Proceed Letter on December 18, 2015. **Exhibit 35.**

20
21 130. Abruptly, in February 2016, however, Boeing sent a stop work order to Wilson
22 regarding the FFTD-3. No defensible explanation for this reversal in course was provided by
23 Boeing. **Exhibit 36.**

24
25 131. The next month, on March 3, 2016, Mr. Baglioni emailed Wilson and stated: "I
26 was directed to have you address all calls or questions to Sophie Floyd or Greg Emmons"
27 because, he stated, he lacked "Procurement Authority" to bind "the Boeing Company" and "there
28 is no contract in place" for Boeing to purchase the FFTD-3. Mr. Baglioni further stated in this

1 March 3 email that “*even though we have a pressing technical need for this tool*, I do not want
2 to get it any trouble with Boeing.” **Exhibit 37**(emphasis added).

3 132. Boeing then attempted to convince Wilson to sign away the rights to the FFTD-3
4 and to pay Wilson less money than the parties had agreed upon, which Wilson refused to do.
5 Boeing’s Sophie Floyd, continued to push Wilson around and try to get it to release the rights to
6 FFTD-3 to Boeing, but to no avail as Wilson held firm and refused to do so.
7

8 133. Not only did Boeing steal Wilson’s IP, but it also directed all future work on the
9 SLS project to Wilson’s competitors, who spent no time or resources developing the solution
10 Wilson alone had designed and created. On information and belief, two of the Bogus Boeing
11 Employees, Charles Krampert and Paul Protos of Kord Technologies, received awards for their
12 contributions to installing the SLS tubing system.
13

14 134. In 2015, Charles Krampert of Kord Technologies was honored as a Responsible
15 Engineer for the SLS Engine Section subsystem tubing. **Exhibit 38**.

16 135. In 2016, Paul Protos of Kord Technologies was named Lead Tool Engineer for
17 the Engine Section Assembly and Integration on the SLS program. **Exhibit 39**.

18 136. Kord Technologies is a Boeing Silver and Gold Supplier and has been since 2012.
19 **Exhibit 40**.

20 137. Boeing’s theft, misappropriation, and infringement of Wilson’s intellectual
21 property was discovered pursuant to an investigation Wilson commenced and confirmed
22 following a telephone call from a Boeing employee, James Tansey, in January 2021.
23

24 138. Wilson learned in its investigation that Mr. Baglioni was credited with an award
25 in 2020 with being the Project Manager for the SLS Project, including the “Self Reacting Torque
26 Tools for B-Nuts.” **Exhibit 41**.
27
28

1 139. Wilson also discovered that it is listed by NASA as a small business that
2 contributed to the success of the SLS project, even though Wilson was never paid any money for
3 its work, Boeing cancelled all work orders and contracts with Wilson for this project, and Boeing
4 denied any connection whatsoever to Wilson, telling Wilson it is not in Boeing's computer
5 system. **Exhibit 42.**

7 **E. The Theft of the Torque Tester Intellectual Property**

8 140. Boeing not only misappropriated and infringed Wilson's IP on the FFTD-3, but it
9 also did the same thing regarding the Torque Tester.

10 141. Wilson met Boeing's Ed Baglioni in Huntsville to discuss providing Boeing with
11 a state-of-the-art Torque Tester to minimize the potential for leaking fittings installed,
12 particularly fittings on the SLS project.

13 142. Boeing's Sophie Floyd authorized Wilson to proceed to build its Torque Tester
14 by issuing an Authority to Proceed Letter on December 18, 2015. **Exhibit 35.**

15 143. The 2014 PIA between Boeing and Wilson was in effect, therefore Wilson
16 proceeded and disclosed proprietary information to Dwight "Chip" Link about the Torque Tester
17 and provided photographic information explaining its use.

18 144. Boeing's Don Chippeaux and Timothy Ditch downloaded Wilson's encrypted
19 proprietary material, including information about the Torque Tester. **Exhibit 43.**

20 145. On information and belief, and in violation of the 2014 PIA, Boeing designed a
21 torque testing device using Wilson's trade secrets, but it had insufficient information to design a
22 state-of-the-art torque tester with the technical capabilities of Wilson's.
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1 146. To this end, despite authorizing Wilson to proceed, and only after Wilson
2 provided its trade secret information to Boeing, Sophie Floyd abruptly canceled the order with
3 Wilson for the SLS project.

4 147. Without justification, Ms. Floyd's superior, Greg Emmons, refused Wilson's
5 request for an explanation for the cancellation.

6 148. Sophie Floyd then requested that Wilson send the 90% completed Torque Tester
7 to Boeing. Wilson declined to do so and saw the Torque Tester through to completion at its own
8 expense.

9 149. Boeing never paid Wilson for the Torque Tester project or for the revenue it
10 obtained by stealing Wilson's IP.

11 **F. Discovering Boeing's Prior Theft and Infringement of Wilson's Intellectual Property**

12 ***1. The ISS Project: FFTD-1***

13 150. In 1997 and 1998 Boeing signed a purchase contract with Wilson to implement
14 Wilson's technology for the purpose of installing fittings inside the ISS.

15 151. In entering into the purchase contract, Wilson believed its trade secrets and
16 intellectual property would be protected by the PIAs and respected by Boeing.

17 152. Wilson designed the FFTD-1 to meet the fitting manufacturer's pre-approved and
18 exacting specifications supplied by Boeing and agreed with by NASA.

19 153. One of NASA's exacting specifications was a tightening limitation of no more
20 than 69 ft/lbs. of torque for its largest Gamah fitting and Wilson relied on representation that tool
21 would be used to tighten fittings not more than 69 ft/lb.
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1 154. Through the use of its own technology, Wilson created a product that met
2 NASA's exact specifications; for example, the FFTD-1 could deliver 69 ft/lbs. of output torque
3 for the largest fitting with an input of approximately 4 ft/lbs. of torque.
4

5 155. The FFTD-1's designed torque ratio is critically important on the ISS's cramped
6 and weightless environment because it: (1) minimizes the effort required by astronauts who are
7 the tool's ultimate end users; and (2) reduces stress placed on fittings, valves, and associated
8 tubing and equipment.

9 156. Although the FFTD-1's primary use is on the ISS, it has many other potential
10 applications throughout the space, military, and other commercial industries.
11

12 157. After Boeing supplied NASA's specifications to Wilson, Boeing approved a non-
13 conforming design and manufacturing change without Wilson's knowledge and, on information
14 and belief, without NASA's knowledge. This undisclosed change required the FFTD-1 to be
15 forced to provide an output torque of 210 ft/lbs. on the largest fitting.
16

17 158. Counterfeit tools using Wilson's design were produced and according to Boeing's
18 Chip Link the tool was onboard the final flight of the Columbia shuttle.

19 159. As a further consequence of this non-conforming design and manufacturing
20 change, the FFTD-1 would thus be used to tighten fittings on the ISS to levels several times
21 beyond its designed limits, creating the potential for leaks of dangerous fluids or threatening an
22 astronaut's ability to maintain the fittings. **Exhibit 44.**
23

24 160. Frequent fitting leaks had occurred on the ISS and leaks were similarly reported
25 on Columbia's final flight with the SPACEHAB onboard.

26 161. Frequent use of the FFTD-1 in a manner that is non-conforming with its original
27 design also resulted in an occurrence known as a "trapped fitting" on the ISS, which occurs when
28

1 the nut on one end of the fitting becomes distorted to the point it becomes stuck and cannot be
2 disengaged.

3 162. A trapped fitting prevents the FFTD-1 from functioning properly and affects the
4 installation, adjustment, and maintenance of a fitting, and creates a dangerous condition if the
5 stuck FFTD-1 interferes with access to important equipment in its vicinity.
6

7 163. A trapped fitting incident occurred during the November 18, 2015, installation of
8 an Airlock Installation Kit on the ISS, and the stuck FFTD-1 was abandoned in place. **Exhibit**
9 **45.**

10 164. Blame for the November 18, 2015, trapped fitting incident was placed on
11 Wilson's trademark in presentation materials disseminated at the 2016 International Conference
12 of Environmental Systems in Vienna damaging Wilson's business reputation and goodwill.
13 Wilson did not attend this conference and was unaware of Boeing's comments until much later.
14 **Exhibit 46.**

15 165. Instead of notifying Wilson what actually caused the trapped fittings, Boeing
16 remained silent for years while its employees publicly made false and disparaging statements in
17 many public forums by placing blame on a design flaw in the FFTD-1 which was attributed to
18 Wilson when in fact the cause was Boeing's falsified calibration instructions to the astronauts
19 which resulted in over-torquing the fittings.
20

21 166. NASA representative Michelle Fitzgerald, in reliance on Boeing's condemnation
22 of Wilson's design, republished Boeing's false statements and attributed the trapped fittings to
23 Wilson. **Exhibit 47.**
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1 167. Over time, the trapped fittings problem became well known within the space
2 industry, as demonstrated by a 2008 communication to the ISS where NASA referred to the
3 FFTD-1 as the “dreaded FFTD.” **Exhibit 48.**

4 168. In an effort to defend and restore its reputation, and in reliance on Boeing’s
5 misrepresentations, Wilson spent considerable amounts of time and resources investigating and
6 modifying the FFTD-1 under the mistaken belief that its original design caused the trapped
7 fittings.
8

9 169. While Wilson investigated the cause of the FFTD-1’s purported design problem,
10 Boeing deliberately failed to reveal that the true cause was Boeing’s unilateral and secret change
11 in fitting torque requirements and refused to provide Wilson with information that would have
12 enabled Wilson to determine its cause.
13

14 170. As Wilson’s investigation continued to uncover potential explanations for the
15 trapped fittings, Wilson drafted and sent three written warnings to Boeing’s head management
16 for the ISS project in Huntsville, Alabama. **Exhibit 49.** After Wilson’s participation in a Boeing
17 proposed meeting regarding safety was cancelled, and management ignored its written warnings,
18 Wilson contacted Boeing’s supplier quality inspector, Mitchell Frye, in September 2020 and
19 provided him with the warnings. **Exhibit 50; Exhibit 51.**
20

21 171. After their last warning, Mitchell Frye, Boeing’s supplier quality inspector, told
22 Wilson that he was investigating Boeing’s traceability paperwork issues and he requested
23 Wilson’s help. **Exhibit 52.** In addition, Mitchell Frye attempted to arrange a meeting between
24 Wilson and the manufacturers of the fittings, following which attempts he told Wilson that
25 “Boeing’s legal shut him down”, which ultimately prevented Wilson from interviewing key
26 personnel that could shed light on critical safety concerns.
27
28

1 172. Boeing never replied to Wilson’s warnings and Wilson is unaware of which
2 Boeing employees were made aware of the warnings or whether the warnings were
3 communicated to NASA.

4 173. For years, Wilson requested information regarding the procedure used by Boeing
5 to calibrate the torque on fittings (the “procedure”), which requests were repeatedly denied by
6 Boeing employee, Chip Link.

7 174. Unbeknownst to Mr. Link, the information regarding the procedure was provided
8 by Boeing’s Craig Parsons in September 2019. With such information, Wilson finally began to
9 understand that the trapped fittings were caused by Boeing’s undisclosed design change and not
10 by the FFTD-1 design.

11 175. In 2020, third-party testing replicating Boeing’s procedures with National
12 Institute of Standards traceable equipment confirmed that Boeing’s tightening procedure forced
13 the FFTD-1 to provide over four times²² the torque specified by the fitting manufacturer.

14 176. In January 2021, Wilson obtained a copy of the “Calibration Card” kept aboard
15 the ISS, which falsely represented to astronauts and ground crew that the output/input ratio of
16 the FFTD was 7:1 rather than the designed ratio of 20:1.

17 177. For many years, Wilson had requested a photograph of the trapped tool which
18 requests were repeatedly denied by Boeing’s Chip Link. Unbeknownst to Mr. Link, the
19 photograph was ultimately provided to Wilson by Boeing’s Brandon Dick in July 2020. **Exhibit**

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²² For one of the examples provided.

1 178. While the counterfeit tool was inferior in quality to Wilson's tool, it was not the
2 inferiority of the tool but rather the over-torqued fitting resulting from Boeing's false calibration
3 that caused it to be trapped.
4

5 179. Not only was the problem with its trapped fittings falsely attributed to Wilson's
6 FFTD-1 tool, but Wilson further discovered in January of 2021 that the trapped tool was a
7 counterfeit tool built by a competitor of Wilson's that bore Wilson's part number and trademark.
8

9 **Exhibit 53.**

10 180. After discovering Boeing's fraud, deception, coverups, trademark infringement,
11 and misrepresentations to NASA, Wilson began an investigation into all of the prior projects for
12 which Wilson was engaged by Boeing ("Wilson Investigation").

13 **2. The ISS Project: FFTD-2**

14 181. Having received the benefit of the FFTD-1, in 2005 Boeing re-engaged Wilson to
15 design and create a tool to connect and disconnect a critical piece of life support equipment
16 aboard the ISS known as the oxygen concentrator system.
17

18 182. Pursuant to Boeing's request, Wilson invented the FFTD-2 tools which enabled
19 NASA astronauts to assemble and disassemble a Gamah fitting on the oxygen concentrator
20 system on the exterior of the ISS. **Exhibit 54.**

21 183. After designing the FFTD-2, Wilson provided the tool sets and its designs to
22 Boeing.
23

24 184. After receiving Wilson's FFTD-2 designs, Boeing falsified the drawings by
25 wrongfully substituting its name in place of Wilson's as the FFTD's inventor and design
26 engineer; Subsequently, Boeing submitted the falsely represented drawings to NASA. **Exhibit**
27 **55.**
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1 185. In the paperwork submitted to NASA, Boeing falsely claimed it designed and
2 manufactured the FFTD-2 when in fact Wilson was the true designer and manufacturer.

3 186. Boeing removed Wilson's logo that appeared on the actual FFTD-2 Wilson-
4 created designs and ultimately sold the FFTD-2 to NASA without crediting Wilson. **Exhibit 56.**

5 187. Boeing's trademark infringement was discovered in 2021 pursuant to the Wilson
6 Investigation.
7

8 188. Upon completion of Wilson's design and building the FFTD-2, Boeing's James
9 Tansey delivered six bankers boxes containing large professionally folded blueprints of Wilson's
10 FFTD-2 designs and requested that Wilson store the boxes in a secure location for use in case of
11 a Defense Contract Management Agency (DCMA) audit, which never occurred. The boxes were
12 never opened until the Wilson Investigation whereafter it was discovered that the Wilson name
13 as designer and manufacturer was erased from the drawings and Boeing's name was substituted
14 in its place. Further investigation revealed that Boeing's Larry Gamblin was credited for the
15 engineering while Chip Link and Larry Gamblin were given NASA awards for the tool. **Exhibit**
16 **57.**
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18

19 **3. The Second Generation FFTD-1**

20 189. At Boeing's request in 2018, Wilson provided Boeing with a second generation
21 FFTD-1 for which there are patents pending.
22

23 190. As a result of Boeing's continued fraudulent expressions of dissatisfaction with
24 the FFTD-1, Wilson provided second generation FFTD-1s to Boeing at cost, which totaled
25 approximately \$2 million in uncompensated labor along the way.

26 191. When Boeing requested the latest FFTD-1 from Wilson, it advised Wilson it was
27 for use on the ISS, when in reality, the tool was being sought for use on the SLS project.
28

1 192. Had Wilson known the latest FFTD-1 was requested for use on the SLS project,
2 it would not have provided the tool to Boeing because it was not designed to work on the SLS.

3 193. Boeing’s activities are likely to cause confusion to prospective and actual users of
4 unauthorized reproductions of the FFTD tool, who are likely to mistakenly attribute the
5 counterfeit tool to Wilson because of a confusingly similar FFTD imitations bearing Wilson’s
6 “FFTD” mark.
7

8 **4. *The Dreamliner Bolting Tool***

9 194. In September 2012, Boeing requested that Wilson design tools to install bolts on
10 the 787 Dreamliner during assembly of carbon fiber wing components. The tools Boeing was
11 using at that time were self-destructing due to the high torque required to install the bolts
12 (“Defective Tools”).
13

14 195. Wilson’s founder, Dr. Wilson, met with Boeing engineers in Seattle on September
15 20, 2012, to discuss the problem Boeing was experiencing with the Defective Tools **Exhibit 58**
16 . After the meeting, Boeing supplied Wilson with Defective Tool and bolt samples **Exhibit 59**.

17 196. Notwithstanding Wilson’s extensive history supplying products to Boeing
18 commercial before the year 2003, on October 25, 2012, Ray Kroll of Boeing told Dr. Wilson that
19 Wilson was not listed in Boeing’s vendor system at the time, but further explained that Casey
20 Hanson, a Boeing buyer, would fast-track Wilson back into the system. **Exhibit 60**.
21
22

23 197. Dr. Wilson advised Boeing they would require robust clutch feature integrated
24 into the tool to prevent the tool’s self-destruction and consequential damage to the airplane
25 components. Kroll told Dr. Wilson that Boeing would eventually need two hundred such tools,
26 and that the development and production of these needed to be quickly implemented because
27 Boeing had a critical need for them.
28

1 198. Incentivized by the quantity and urgency of Boeing’s need, Wilson began
2 designing the new tools.

3 199. By December 2012, Wilson designed and engineered a dual offset inline planetary
4 torque multiplier (“PTM”) and explained Wilson’s approach and function to Kroll. A notable
5 benefit of the PTM was its broad application to many aircraft beyond the 787 Dreamliner.
6

7 200. In connection with a January 2, 2013, telephone conference, Kroll requested more
8 information about Wilson’s proprietary information. Engineering sketches used by Dr. Wilson
9 during the call show the internal concepts that were explained by Dr. Wilson to Kroll. **Exhibit**
10 **61.**

11 201. On January 12, 2013, Wilson provided its analysis, explanation, and proposal to
12 Kroll demonstrating two torque tool concepts. **Exhibit 62.**

13 202. After the foregoing information was provided to Kroll, Boeing abruptly cut off
14 communications with Wilson, notwithstanding Wilson’s repeated attempts to contact Kroll
15 thereafter.
16

17 203. On June 18, 2013, Kroll advised Wilson by email that the type of fastener (bolt)
18 for which Wilson’s tool (the “gearbox”) was designed would not be used in the future. **Exhibit**
19 **63.** This statement was false. **Exhibit 64.**
20

21 204. In August 2013, Kroll’s officemate and Boeing employee, Fernando Hernandez
22 requested additional proprietary information from Wilson, which Wilson supplied by telephone.
23 Hernandez took photographs of tools during Wilson’s visit to the 787 plant in Seattle. Hernandez,
24 without explanation, stopped communicating with Wilson after the information was supplied.
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1 205. By November 2014, Boeing’s Kroll, Carlson, Hernandez, and Brodhead received
2 Technical Replication Awards. According to Hernandez’s LinkedIn profile, the award was for
3 replication of gearboxes across multiple airplane programs. **Exhibit 65.**

4 206. In July 2020, one of Kroll’s team members, James Brodhead, filed for a US Patent
5 on an “Offset Torque Multiplier” which features PTM components that are protected by the 2012
6 PIA. The other co-inventor listed on this patent is Dorin Nectarie Salcescu who is an engineer
7 at RAD Torque Systems in Canada, a direct competitor of Wilson. **Exhibit 66.**

8 207. According to RAD Torque System’s website, it provided all of the bolting tools
9 for the 787 Dreamliner program, and also shares a joint patent with Boeing. Patent number US
10 11,105,398 B1 from Broadhead (Boeing) and Salcescu (RAD) is based on the offset torque tool
11 technology and geartrain systems provided by Wilson in 2012/2013. **Exhibit 67.**

12 208. Boeing’s commercial aircraft division stole Wilson’s intellectual property that
13 was protected by a longstanding PIA Wilson entered into with Boeing on October 29, 2012. In
14 doing so, it followed a pattern similar to that followed by Boeing’s ISS and SLS divisions
15 whereby it sought and obtained Wilson’s proprietary information holding out the promise of
16 lucrative future work, then used such information and claimed ownership of Wilson’s intellectual
17 property after advising Wilson that it would not get the future work and after eliminating Wilson
18 from Boeing’s internal records to cover up the theft.

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22 **5. *The Capture Latch***

23 209. At Boeing’s request in 2013, Wilson designed a soft capture latch for the nose of
24 space vehicles which would allow them to connect to the ISS. **Exhibit 68.**

25 210. Boeing requested that Wilson provide a video to demonstrate how the capture
26 latch would work. On information and belief, this video and other information provided by
27
28

1 Wilson was used by Boeing to demonstrate proof of concept to NASA without attribution to
2 Wilson.

3 211. Using some of Wilson's design, Boeing built an inferior capture latch for use on
4 space vehicles which connect to the ISS. While Wilson's design had dual redundancy which
5 permitted its capture latch to operate in the event of a motor failure, a feature that Boeing claimed
6 was a critical safety function, Boeing's capture latch had no such redundancy. Boeing's capture
7 latch used switches of quality inferior to those used in Wilson's design thereby increasing the
8 risk of malfunction. On information and belief, Boeing did not disclose to NASA that the capture
9 latch NASA approved was the Wilson capture latch and not Boeing's inferior capture latch
10 design.
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12

13 212. Boeing has been unjustly enriched by passing its inferior capture latch off to
14 NASA and other space vehicle manufacturers as the one approved by NASA.

15 213. On information and belief, Boeing has licensed an inferior capture latch design to
16 other space vehicle companies whose vehicles attach themselves to the ISS.
17

18 **6. *The Switch Tester and Spring Compressor***

19 214. While diligently working on the Capture Latch project for Boeing, Wilson
20 demonstrated and showed Boeing two testing apparatus it created known as the Switch Tester
21 and the Spring Compressor.
22

23 215. As Wilson demonstrated to Boeing, the benefit of the Switch Tester was its
24 capability of synchronizing the timing of limit switches on the Capture Latch in a way that is
25 similar to the timing on an automobile engine. The Switch Tester was important because it would
26 be used to ensure the safe operation of the Capture Latch on all space vehicles docking with the
27 ISS.
28

1 216. Following the demonstration, Wilson provided a physical prototype of the Switch
2 Tester to Boeing, at Boeing's request.

3 217. On or about the time of the Switch Tester demonstration, Wilson also
4 demonstrated the Spring Compressor for the Capture Latch project to Boeing and provided
5 Boeing with photographs of the product.
6

7 218. In 2021, Boeing contacted Wilson with the request to purchase a Switch Tester
8 and further advised the item was urgently needed. Wilson declined Boeing's request after
9 conducting the Wilson Investigation and learning the scope of Boeing's rampant theft of
10 Wilson's intellectual property. **Exhibit 69.**
11

12 219. After Wilson provided the live demonstration of the Spring Compressor to
13 Boeing, several Boeing employees expressed significant interest in the product.

14 220. On information and belief, Boeing built a Switch Tester and Spring Compressor
15 based on Wilson's designs.
16

17 7. *The Gearbox*

18 221. Boeing contacted the Wilsons to manufacture a Gearbox for opening and closing
19 the nose cone of CST-100 Starliner.

20 222. Boeing's specifications provided that the traceability identification on the
21 Gearbox, which identifies Wilson as the manufacturer, be stamped using erasable ink as opposed
22 to permanent epoxy marking.
23

24 223. Wilson manufactured the Gearbox strictly adhering to Boeing's specifications.

25 224. On information and belief, Wilson's name as manufacturer of the Gearbox was
26 erased by Boeing and another name was substituted in Wilson's place.
27
28

1 **G. Boeing Conceals its Misconduct and Attempts to Erase Evidence of and Expunge**
2 **Records Showing Connections to Wilson**

3 225. Boeing's culture of concealment extended throughout its ISS, SLS, and
4 commercial aircraft divisions.

5 226. In the early 2000s, following the investigation of the Columbia crash that killed
6 seven astronauts, Boeing devised a scheme to blame leaks on the ISS and on Columbia's final
7 flight on Wilson by defaming Wilson and hiding its future work on NASA projects so as use
8 Wilson as a scapegoat for Boeing's fraudulent testing procedure and false calibration instructions
9 should they be discovered by NASA.

10 227. Instead of using Wilson to manufacture the FFTD-1, Boeing gave Wilson's
11 designs to Oakridge Tool & Engineering to build. Oakridge built at least eight FFTD-1 type tools
12 but Boeing falsified the paperwork to show that Wilson was the manufacturer of the counterfeit
13 tools that bore Wilson's trademark and part number. **Exhibit 70**. Since the tools were failing due
14 to Boeing's fraudulent calibration procedure provided to the astronauts and ground crew as to
15 how to tighten the fittings, Boeing shifted its blame for the poor performance to Wilson to
16 discredit Wilson with NASA.

17 228. By expunging its records of Wilson's contribution to the FFTD-2, Capture Latch,
18 Gearbox, and eventually the ISS project, Boeing was able to secure such projects from NASA
19 by stealing Wilson's intellectual property while continuing to hold Wilson in low esteem with
20 NASA in order to hide Boeing's torque miscalibration fraud and resulting fitting leaks on the ISS
21 and the final Columbia flight.

22 229. Boeing falsely represented the FFTD-1 torque ratios to NASA and astronauts and
23 covered up its misrepresentations by disparaging Wilson and its FFTD-1.

24 230. After successfully completing the FFTD-2 project, Boeing instructed Wilson to
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1 send the prototypes to a FedEx office in Huntsville, presumably to avoid a record of Wilson's
2 involvement in the project. **Exhibit 71.**

3 231. When Boeing made its presentation to NASA in order to sell the FFTD-2, it
4 showed several of Wilson's tools and took credit for the tools without identifying them as Wilson
5 tools. **Exhibit 72.** In a later report to NASA regarding the FFTD-2, Boeing credited several
6 companies for their contributions without so much as mentioning Wilson. **Exhibit 54.**

7 232. In 2014, and at Boeing's request, Wilson provided a prototype of a capture latch
8 for the ISS that enabled a soft capture of space vehicles to the ISS. Wilson manufactured a
9 capture latch for Boeing. Wilson invoiced Boeing \$250,000 for a Wilson prototype unit and
10 \$342,725 for the manufacturing of a subsequent unit. Both invoices were paid by Boeing.
11 Boeing's internal paperwork reflected that Boeing purchased 250,000 units for one dollar each
12 (the prototype) and 34,272,565 units for one cent each (the subsequent unit). On information and
13 belief, Boeing used nominal pricing to avoid a record of Wilson's contribution to this project.
14 **Exhibit 73.**

15 233. Boeing instructed Wilson to stamp its manufacturer identification information on
16 the gearbox assemblies using erasable ink as opposed to using epoxy ink which is nearly
17 impossible to erase. This allowed Wilson's name as manufacturer to be erased, to eliminate a
18 record of Wilson's contribution to the project. **Exhibit 74.**

19 234. The capture latch project was managed at Boeing's secure building on the highly
20 guarded Redstone Arsenal. Dr. Wilson and his son (a Wilson engineer) were issued carefully
21 controlled biometrically authorized security badges to access Boeing's facility. When the project
22 was completed, Wilson was instructed by a Boeing agent, Mike Phillips, to return parts and
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1 carefully controlled security badges to his home address, in an apparent effort to hide Wilson's
2 involvement on the project. **Exhibit 75.**

3 235. Wilson designed and built proprietary support tools to be used with its capture
4 latch at Boeing's instruction, Wilson was instructed by Boeing to sell the products to an
5 intermediary, Cornerstone Supply, presumably to avoid making a record of Boeing's engagement
6 of Wilson for the capture latch project. **Exhibit 76.**

7
8 236. In 2018, and at Boeing's request, Wilson manufactured a Gearbox and delivered
9 it to Boeing at the Redstone Arsenal. Boeing employee, Suzanne Young, guided Dr. Wilson and
10 his wife and son in and out of the Arsenal bypassing security, apparently for the purpose of
11 covering up Wilson's involvement in the project.

12
13 237. When Wilson attempted to bid on the SLS project, even after providing at
14 Boeing's request pricing information, Wilson was repeatedly told by Sophie Floyd and Greg
15 Emmons that Boeing had no record of Wilson's involvement in Boeing's projects. **Exhibit 77.**

16
17 238. Boeing's refusal to allow Wilson to bid on the SLS project occurred shortly after
18 Wilson repeatedly refused to sign over its intellectual property rights to Boeing for the FFTD-3
19 and related tools.

20 239. At Boeing's request, Caroline Wilson, Dr. Wilson's wife, sent detailed pricing
21 information about the FFTD to Boeing. Months later, Boeing's Sophie Floyd called Wilson in
22 an attempt to have Wilson delete all electronic records of having sent such pricing information
23 to Boeing from Wilson's computer. Wilson twice refused Ms. Floyd's request.

24
25 240. Wilson later discovered that Boeing's internal records listed several people
26 working for Wilson competitors as employees of Wilson with authority to make unauthorized
27 management decisions for Wilson ("Ghost Employees"). **Exhibit 78.**

28

1 241. The Ghost Employees were Lori Marks of Westwind, and Bruce Haskins of
2 Richardson RFPD. All three companies were recipients of Boeing's Silver Supplier Award.

3 242. These Ghost Employees were used by Boeing to support Boeing's efforts to block
4 Wilson's attempts to provide its superior products for the SLS project at a low cost.

5 243. In 2017 and 2018, emails to Wilson from Boeing's Jay Edwards and Samuel
6 Braun, reference was made to a fictitious Wilson-Boeing contract number that had never been
7 signed or agreed to by Wilson. **Exhibit 79.**

8 244. In August 2019, Boeing's Mitchell Frye was so impressed with the quality of
9 Wilson's products that he attempted to get Wilson qualified to work on the Air Force One project.
10 Wilson never received any response to its attempts to contact the managers of such project,
11 presumably because Wilson's record of having supplied high quality tools and parts to Boeing
12 had been expunged from Boeing's records.

13 **H. Boeing Licenses Third Parties**

14 245. Beginning in 2014, Boeing published its business model for licensing its
15 intellectual property. **Exhibit 80.**

16 246. In 2018 Boeing acquired a tool company which uses, licenses, rents, or sells tools
17 which, on information and belief, include Wilson's trade secrets **Exhibit 81.**

18 247. On information and belief, Wilson's trade secrets are used in Boeing joint
19 ventures such as the Airbus joint venture for maintenance on Chinook helicopters, Textron joint
20 ventures for the V-22 Osprey program and, Lockheed Martin United Launch Alliance, Northrop
21 Grumman SLS project, and Raytheon's project for the Saudi Air Force.
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1 PIA, Boeing understood that Wilson was sharing confidential, proprietary information for the
2 purpose of solving Boeing's engine installation problem on the SLS.

3 254. In furtherance of its copyright infringement, Boeing downloaded Wilson's FFTD-
4 3 Source Code and without authorization utilized it to build a competing product.

5 255. Subsequently and without authorization, Boeing impermissibly reproduced
6 Wilson's copyrighted works and/or prepared derivative works, including by improperly
7 incorporating Wilson's FFTD-3 design into Boeing's SLS 3D engine section model.
8

9 256. Boeing also submitted a 62-page report entitled "Quarterly Performance
10 Management Review" to NASA that included at least 100 incidents in which Wilson's
11 copyrighted material was used without authorization and without full attribution to Wilson.
12

13 257. Boeing's infringement of Wilson's protected works violated Wilson's exclusive
14 rights under the Copyright Act, including Wilson's right to produce, reproduce, and distribute
15 copies of its work, to create derivative works, and to publicly display its work.
16

17 258. Boeing's infringement was willful, knowing, and done with intent to financially
18 gain from Wilson's protected copyrighted work, without compensating Wilson or gaining
19 Wilson's permission to do so. This is confirmed by Boeing's cancellation of Wilson from the
20 SLS project without authorization and Boeing's false and reckless claim that Boeing has no
21 record of Wilson's involvement in the SLS project or any other project with Boeing, despite full
22 knowledge that Wilson was an active participant and provided the solution to the SLS engine
23 installation dilemma facing Boeing.
24

25 259. Boeing is responsible for the conduct of its employees in the scope of their
26 employment, and Boeing failed to exercise its right and ability to supervise persons within its
27 control to prevent infringement of Wilson's protected work. Boeing employees' actions of
28

1 copyright infringement were done with the intent to further Boeing's financial interests, and
2 Boeing profited, directly and indirectly, from the infringement. Therefore, Boeing directly,
3 contributorily, and vicariously infringed Wilson's copyrighted work through the actions of
4 various employees, as described herein.

5
6 260. As a result of Boeing's infringement, Wilson has lost revenue and profits it would
7 have otherwise earned and is entitled to actual damages as provided by 17 U.S.C. § 504(b).

8 261. In addition, Wilson is entitled to recover Boeing's revenue attributable to the
9 infringement of Wilson's copyrighted work, in an amount to be proved at trial, and all other relief
10 allowed under the Copyright Act, including attorneys' fees and costs.

11
12 262. There is a clear nexus between (a) Boeing's infringement of Wilson's IP by
13 unauthorized reproduction and/or derivative use of Wilson's FFTD-3 Source Code and (b) the
14 revenue Boeing gained *after* finally being able to successfully install the RS-25 engines on the
15 SLS.

16
17 263. But for Boeing's unauthorized use of Wilson's FFTD-3 source code, Boeing
18 would not have gained the same gross revenue and net profits from the SLS projected that it
19 received from 2015 onward, after it passed the 2015 CDR.

20 264. Thus, *all* revenue earned after Boeing's infringement of Wilson's copyright is
21 tainted and must be disgorged because it was earned entirely through the infringement of
22 Wilson's copyrighted material.

23
24 265. Allowing Boeing to profit from its infringement of copyrighted material would be
25 contrary to the purpose of copyright law, which exists "to promote the Progress of Science and
26 the useful Arts[,]" U.S. CONST., art. I, § 8, cl. 8, along with Boeing's 2014 Senate testimony that
27 admitted intellectual property theft constitutes "a crime" that must be deterred.
28

1 266. Boeing’s infringement has caused and continues to cause irreparable harm to
2 Wilson, for which Wilson has no adequate remedy at law. Unless this Court restrains Boeing
3 from continued infringement of Wilson’s copyrighted material and derivative works, Wilson will
4 continue to suffer injury. Therefore, Wilson is entitled to injunctive relief, as provided by 17
5 U.S.C. § 502, to force Boeing to immediately cease infringing Wilson’s copyrighted material and
6 derivative works.
7

8 **SECOND CLAIM FOR RELIEF: MISAPPROPRIATION OF TRADE SECRETS**

9 **FFTD-3 AND TORQUE TESTER**

10 *Brought under the Defend Trade Secrets Act and Washington Law*

11 267. Wilson re-alleges and incorporates by reference the allegations in the preceding
12 paragraphs.

13 268. Wilson owns several trade secrets across many subject-matter areas relating to
14 NASA’s next generation launch vehicle(s) including but not limited to Space Launch Program,
15 as alleged above. Wilson’s proprietary and confidential information is considered a “trade secret”
16 under federal and Washington state law.

17 269. The trade secrets are used in and for products intended for use and are actually
18 used in interstate and foreign commerce.

19 270. Boeing obtained access to Wilson’s trade secrets pursuant to agreements that
20 prohibit any use other than for review, evaluation, or in a program proposal. In sending materials
21 to Boeing for the FFTD-3 and Torque Tester, Wilson provided numerous trade secrets(See
22 **Exhibit 14**) to Boeing under the protections offered by the PIAs, namely that disclosure of this
23 information did not provide any right or licenses to any trade secrets. These trade secrets included
24 design materials, pricing information, computer code, manufacturing instructions, and
25 information on how to manufacture the FFTD-3 and the Torque Tester.
26
27

28 271. These trade secrets were designed, created, and owned by Wilson.

1 272. Further, the trade secrets derived their own economic value, as evidenced by
2 Boeing's improper use in violation of the PIAs and acknowledgement to NASA in 2015 that the
3 FFTD-3 solution was "unique."
4

5 273. Wilson took reasonable measures to protect its valuable trade secrets, which are
6 set forth in detail above. Using encryption and secure locations, Wilson shared its trade secrets
7 to Boeing only under the protection of the PIA, and Wilson acted in good faith and was entitled
8 to believe that Boeing would honor the 2014 PIA, which Boeing drafted and signed. Boeing
9 understood that Wilson's trade secrets were being transmitted; it drafted and signed the 2014 PIA
10 specifically to reassure Wilson that it could provide its trade secrets to Boeing without fear of
11 Boeing misappropriating them.
12

13 274. Boeing gained access to and used the trade secrets through improper means,
14 including misrepresentation, breach, and inducement of a breach of its duty to maintain secrecy
15 as provided in the 2014 PIA.
16

17 275. Boeing could not have obtained the trade secrets through any other means without
18 improperly obtaining them. Indeed, Boeing acknowledged to NASA that Wilson's solution was
19 "unique" in the 2015 Proposal, and in 2016, Mr. Baglioni admitted to Wilson in his email that
20 Boeing still had a "pressing need" for the FFTD-3 that Wilson alone could provide. **Exhibit 37**
21
22

23 276. At no point did Boeing ever suggest or evidence any independent development of
24 the FFTD-3. To the contrary, Boeing had spent years unsuccessfully trying to solve the problem
25 of the engine installation on the SLS project, and it reached out to Wilson precisely because it
26 could not solve the problem.
27
28

1 277. When Boeing submitted its 62-page, “Quarterly Performance Management
2 Review” to NASA in 2015, it identified Wilson as the creator of the solution, further confirming
3 that Wilson was the owner of the trade secrets, not Boeing. Boeing’s presentation was not marked
4 with an appropriate restrictive legend to maintain Wilson’s confidentiality as required by the
5 2014 PIA. **Exhibit 3.**

7 278. When Wilson met with Boeing and those misrepresenting themselves to be
8 Boeing employees, Wilson allowed those present at the meeting to handle, examine, and use the
9 FFTD-3 for the purpose of garnering Boeing’s interest in the FFTD-3 for use on the SLS project.
10

11 279. For the alleged purpose of continuing its assessment of Wilson’s technology,
12 Boeing demanded model drawings for the FFTD-3, which Wilson complied with by sending the
13 drawings via encrypted email using Boeing’s “Message Courier” program. **Exhibit 18.**

14 280. While engaging with Boeing regarding the SLS project, Wilson also provided a
15 CAD drawing package that included Wilson’s valuable trade secrets, including the material
16 selected to build the device and a 21-page feasibility study. **Exhibit 19.**

17 281. After receiving Wilson’s drawing package for the FFTD-3, Boeing sent Wilson a
18 request for quotation for the FFTD-3 tooling kit. In response, Wilson submitted pricing.
19

20 282. After submitting pricing for the FFTD-3, Boeing sent Wilson an Authority to
21 Proceed letter on December 18, 2015, directing Wilson to construct one of the contract line items:
22 the high precision Torque Tester- to be used with the FFTD-3 tooling kit.
23

24 283. After receiving the Authority to Proceed letter from Boeing and operating under
25 the reasonable belief it had been awarded the Boeing contract, Wilson promptly commenced
26 construction on the Torque Tester, to be used in conjunction with the FFTD-3 (to test and verify
27 the torque being applied by the FFTD-3).
28

1 284. On February 26, 2016, Boeing sent Wilson a stop work order along with an offer
2 to purchase the incomplete Torque Tester parts from Wilson. Wilson rejected that offer.

3 285. After its offer was rejected, Boeing refused to consider Wilson’s FFTD-3 bid
4 proposal, falsely and fraudulently claiming it had no record of Wilson within its system—a
5 willfully false statement contradicted by repeated work orders and communications with Wilson.
6

7 286. Boeing misappropriated Wilson’s trade secrets through violation of Wilson’s
8 trade secret protections by improperly disclosing the proprietary information to Wilson’s direct
9 competitors: Kord Technologies, Geocent, Geologics, Jacobs Engineering, and United Launch
10 Alliance. Boeing also misused the trade secrets by using them for its own purposes and
11 circulating them with others besides the above, to be uncovered during discovery.
12

13 287. After accessing and utilizing Wilson’s technology from Boeing, Kord’s lead tool
14 engineer for the engine assembly and its subsystem tubing engineers received awards for
15 installation processes on the SLS engine section as outlined in the NASA publication, “A Case
16 for Small Business.” Kord was awarded several contracts, including ones for NASA valued in
17 excess of \$200 million. **Exhibit 82.**

18
19 288. In addition, Boeing profited and generated billions of dollars in revenue in
20 revenue from the trade secrets shared by Wilson. Boeing acted willfully by copying and stealing
21 Wilson’s trade secrets, and it did so for commercial gain, to the exclusion of Wilson.
22

23 289. Boeing itself has declared that the theft of trade secrets “is a crime” and that we
24 must “send a clear message” to those who steal trade secrets.²³ Boeing should be held to its own
25

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27
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²³ Statement of Peter J. Hoffman, *Hearing of the Crime and Terrorism Subcommittee of the Senate Judiciary Committee, Economic Espionage and Trade Secret Theft*, FEDERAL NEWS SERVICE TRANSCRIPTS, 2014 WLNR 13068537 (May 13, 2014).

1 standard in this case, and Wilson is entitled to all remedies available under state and federal trade
2 secrets law.

3 290. Boeing has engaged in continuing violations of Wilson’s trade secrets that began
4 in 2015 and have continued to the present day.

5 291. The ongoing, improper use of Wilson’s trade secrets by Boeing is the but-for and
6 proximate cause of damages to Wilson in an amount to be established at trial. In addition to or
7 alternatively, the misuse of Wilson’s trade secrets entitles Wilson to disgorge all revenues and
8 profits earned by Boeing as a result of its misappropriation.
9

10 292. Boeing’s misappropriation of Wilson’s trade secrets was willful and malicious.
11 Boeing could not have reversed engineered or developed any of the trade secrets on its own
12 without violating the 2014 PIA. Further, Boeing was explicitly aware that information disclosed
13 under the 2014 PIA was a trade secret because it signed the agreement and asked that Wilson
14 only disclose proprietary information if it “*constitutes a trade secret.*” (emphasis added).
15

16 293. Because Boeing’s misappropriation was willful and malicious, Wilson is entitled
17 to exemplary damages and attorneys’ fees.
18

19 294. Boeing’s misappropriation of Wilson’s trade secrets has caused Wilson to suffer
20 damages, and Boeing has captured billions of dollars in revenue because of the infringement of
21 Wilson’s trade secrets. Thus, Wilson is entitled to recover its own damages and to disgorge all
22 revenues and profits Boeing has obtained as a result of the misuse of Wilson’s trade secrets.
23

24 **THIRD CLAIM FOR RELIEF: MISAPPROPRIATION OF TRADE SECRETS**
25 **DREAMLINER BOLTING TOOL**
26 ***Brought under the Defend Trade Secrets Act and Washington Law***

27 295. Wilson re-alleges and incorporates by reference the allegations in the preceding
28 paragraphs.

1 296. In September 2012, Boeing requested that Wilson design tools for installing bolts
2 on the 787 Dreamliner during its assembly.

3 297. The tools that Boeing was using were, at the time of the request, self-destructing
4 due to the high torque required to install the bolts (the “Defective Tools”).

5 298. Wilson met with Boeing engineers in Seattle on September 20, 2012, to discuss
6 the problem that Boeing was experiencing with the Defective Tools. After the meeting, Boeing
7 supplied Wilson with Defective Tools along with bolt samples. **Exhibit _59.**

8 299. On October 25, 2012, Ray Kroll of Boeing informed Wilson that it was not listed
9 in Boeing’s vendor system and that Casey Hanson, a Boeing buyer, was going to fast-track
10 Wilson back into the system. **Exhibit 60.**

11 300. Mr. Kroll informed Wilson that Boeing would have a need for 200 tools if they
12 could fix this problem, which encouraged Wilson to design the new tools.

13 301. Mr. Kroll further told Dr. Wilson that the development and production of these
14 tools needed to be implemented quickly because Boeing had a critical need.

15 302. A PIA dated effective October 29, 2012, was signed by Wilson and Boeing.

16 303. By December 2012, Wilson designed and engineered a dual offset inline PTM
17 and explained Wilson’s approach and function to Boeing.

18 304. In connection with a January 2, 2013, telephone conference, Mr. Kroll requested
19 more information about Wilson’s proprietary information.

20 305. On January 12, 2013, Wilson provided internal concepts such as its analysis and
21 explanation, along with a proposal for two torque tool concepts, to Mr. Kroll. **Exhibit 62.**

22 306. After the foregoing information was provided to Mr. Kroll, Boeing cut off
23 communications with Wilson, notwithstanding Wilson’s repeated attempts to contact Mr. Kroll.
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1 307. On June 18, 2013, Mr. Kroll advised Wilson by email that the fastener for which
2 Wilson's tool was designed would not be used in the future.

3 308. In August 2013, Fernando Hernandez of Boeing requested additional proprietary
4 information from Wilson, which Wilson supplied just as it had historically done throughout its
5 working relationship with Boeing. Thereafter, Hernandez stopped communicating with Wilson.
6

7 309. In 2014, Boeing's employees, including but not limited to Mr. Kroll and
8 Hernandez, received Technical Replication Awards for replication of gearboxes across multiple
9 airplane programs.

10 310. In 2020, one of Mr. Kroll's team members, James Brodhead, filed for a US Patent
11 on an "Offset Torque Multiplier" which features PTM components that are protected by the PIA.
12 The other co-inventor listed on this patent is Dorin Nectarie Salcescu who is an engineer at RAD
13 Torque Systems in Canada, a direct competitor of Wilson. According to RAD's website, it
14 provided all of the bolting tools for the 787 Dreamliner program. **Exhibit 67.**
15

16 311. Boeing's commercial aircraft division stole Wilson's intellectual property that
17 was protected by a PIA. In doing so, it followed a pattern similar to that followed by Boeing's
18 ISS and SLS divisions whereby it sought and obtained Wilson's proprietary information holding
19 out the promise of lucrative future work, then used such information and claimed ownership of
20 Wilson's intellectual property after advising Wilson that it would not get the future work and
21 eliminating Wilson from Boeing's internal SQIS records to cover up the theft.
22
23

24 **FOURTH CLAIM FOR RELIEF: CIVIL RICO**

25 **Pursuant to 18 U.S.C. § 1962(c) and RCWA 9A.82.010 et seq.**

26 312. Wilson re-alleges and incorporates by reference the allegations in the preceding
27 paragraphs.
28

1 313. This claim is brought by Wilson for actual damages, treble damages, and equitable
2 relief under 18 U.S.C. § 1964 for violations under 18 U.S.C. § 1962(c).

3 314. At all material times, the following Boeing employees were “persons” within the
4 meaning of 18 U.S.C. § 1961(3) because they are individuals capable of holding a legal or
5 beneficial interest in property: Ed Baglioni, Samuel Braun, James Brodhead, Brenda Carlson,
6 Don Chippeaux, Timothy Ditch, Jay Edwards, Greg Emmons, Sophie Floyd, Larry Gamblin,
7 Fernando Hernandez, Ray Kroll, Dwight “Chip” Link, Terry McGee, Mike Phillips, William
8 Raby, Steven Rice, Bradley Schmidt, Timothy Tripp, Tanya Mitchell, Suzanne Young, Eric
9 Howell, Craig Parsons, Savannah Perez, Aleksy Escalante, Tom Coleman, Lora Keiser, Karl
10 Keiser, Craig Behel, Mark Henry, William Crutsinger, Billy Lawrence, and James Tansey.

11 315. At all material times, Boeing was an “enterprise” because it is either a partnership,
12 association, or other legal entity within the meaning of 18 U.S.C. § 1961(4).

13 316. Boeing is and was at all material times an enterprise engaged in activities which
14 affect interstate or foreign commerce.

15 317. At all material times, the foregoing “persons” were either employed or associated
16 with Defendant The Boeing Company’s enterprise by virtue of the following positions and titles:
17 Ed Baglioni (SLS Tooling Project Manager for Boeing); Samuel Braun (Asset Manager); James
18 Brodhead (Research & Technology); Brenda Carlson (Research & Technology); Don Chippeaux
19 (Tooling Auditor); Timothy Ditch (Research & Technology); Jay Edwards (Procurement); Greg
20 Emmons (Supplier Management); Sophie Floyd (Procurement Agent in The Boeing Company’s
21 Commodities and Services Team); Larry Gamblin (Engineer); Fernando Hernandez (Senior
22 Director of Manufacturing Chain & Operations, Contracts); Ray Kroll (Lead Engineer); Dwight
23 “Chip” Link (Space Vehicle Design Lead); Terry McGee (Manager); Mike Phillips
24
25
26
27
28

1 (Manufacturing Supervisor); William Raby (Manufacturing Engineer); Steven Rice (Associate
2 Technical Fellow for Boeing’s SLS Program); Bradley Schmidt (Procurement); and James
3 Tansey (Engineer).

4
5 318. Braun, Brodhead, Carlson, Chippeaux, Ditch, Edwards, Emmons, Floyd, Gamblin,
6 Hernandez, Kroll, Link, McGee, Phillips, Raby, Rice, Schmidt, and Tansey all played substantial
7 roles in directing the affairs of Boeing in their respective capacities described *supra*.

8
9 319. At all material times, Braun, Brodhead, Carlson, Chippeaux, Ditch, Edwards,
10 Emmons, Floyd, Gamblin, Hernandez, Kroll, Link, McGee, Phillips, Raby, Rice, Schmidt, and
11 Tansey, as persons employed by or associated with Boeing’s enterprise, conducted or
12 participated in, either directly or indirectly, the conduct of Boeing’s affairs through a pattern of
13 racketeering activity.

14
15 320. The foregoing “persons” committed, orchestrated, coordinated, planned, directed,
16 and implemented Boeing’s plan to target smaller companies and entice them with the possibility
17 of lucrative contracts only to steal the smaller companies’ intellectual property and conceal
18 evidence of the misdeeds, for which Boeing’s enterprise exists.

19
20 321. Specific to Wilson, the foregoing “persons” committed, orchestrated, coordinated,
21 planned, directed, and implemented Boeing’s plan to engage in the following predicate acts as
22 those are defined under 18 U.S.C. § 1961(1) (enumerating specific indictable offenses that
23 constitute “racketeering activity”).

- 24 A. Theft of trade secrets (18 U.S.C. § 1832);
25 B. Copyright infringement (18 U.S.C. § 2319);
26 C. Trafficking counterfeit goods (18 U.S.C. § 2320); and
27 D. Wire Fraud (18 U.S.C. § 1343).

28 322. Boeing engaged in theft of trade secrets under 18 U.S.C. § 1832 because, with
intent to convert a trade secret, Boeing knowingly stole or without authorization appropriated

1 Wilson's trade secrets, and obtained such information by fraud, artifice, or deception. The full
2 extent of Boeing's theft of trade secrets is discussed in more detail, *supra* (second and third
3 claims for relief).

4
5 323. Boeing engaged in copyright infringement under 18 U.S.C. § 2319 because it
6 violated 17 U.S.C. § 506(a)(1)(A) by willfully infringing a copyright for purposes of commercial
7 advantage or private financial gain. The full extent of Boeing's theft of trade secrets is discussed
8 in more detail, *supra* (first, second and third claims for relief).

9
10 324. Boeing engaged in trafficking counterfeit goods under 18 U.S.C. § 2320(a)(1)
11 because it trafficked in goods or services and knowingly used a counterfeit mark on or in
12 connection with such goods or services. It also trafficked in goods or service knowing that such
13 good or service was a counterfeit military good or service the use, malfunction, or failure of
14 which is likely to cause serious bodily injury or death under 18 U.S.C. § 2320(a)(3).

15
16 325. Boeing engaged in wire fraud under 18 U.S.C. § 1344 because it devised or
17 intended to devise a scheme or artifice to defraud, and for obtaining money or property by means
18 of false or fraudulent pretenses, representations, or promises, transmitted, or caused to be
19 transmitted by means of e-mail communication in interstate of foreign commerce, emails for the
20 purpose of executing such scheme or artifice. This includes but is not limited to the October 8,
21 2014, and corresponding email threads wherein Boeing and its "persons" concealed the real
22 identity of the Bogus Boeing employees.

23
24 326. These actions were taken as part of a concerted plan to target smaller companies
25 and entice them with the possibility of lucrative contracts only to steal the smaller companies'
26 intellectual property and conceal evidence of the misdeeds, for which Boeing's enterprise exists.
27
28

1 327. Boeing’s conduct as described *supra* constitutes a pattern of racketeering activity
2 within the meaning of 18 U.S.C. § 1961(5) because it occurred at least twice within a ten-year
3 period.
4

5 328. Moreover, Boeing engaged in additional and non-exhaustive predicate acts that,
6 although unrelated to Wilson, align with the purpose of Boeing’s enterprise and concerted plan,
7 including theft of trade secrets in violation of (18 U.S.C. § 1832) from Lockheed Martin (2006),
8 Alabama Aircraft Industries Inc. (2008), Aviation Finance Insurance Consortium (2018), and
9 Zunum (2018), as well as the \$615 million settlement Boeing paid in 2006 to resolve criminal
10 and civil allegations that it improperly used competitors’ information to procure contracts for
11 launch services worth billions of dollars from the Air Force and NASA.
12

13 329. In the alternative, Boeing conducted the affairs of its enterprise through an
14 association in fact enterprise through the patterns of racketeering activities discussed, *supra*.
15

16 330. An associated-in-fact enterprise existed amongst Boeing, Boeing’s
17 “persons”/employees, the Bogus Boeing Employees and their respective employers, and the
18 Ghost Employees, and their respective employers, because the foregoing constitute a group of
19 persons associated together for a common purpose of engaging in a course of conduct.
20

21 331. The Bogus Boeing Employees include but are not limited to David Grant, Charles
22 Krampert, Dennis Lascola, James Murray, Paul Protos, Jason Allen, and John Salisbury, and their
23 employers, including Geocent, LMI Aerospace Inc., Kord Technologies, Geologics Corporation,
24 RS&H, and Jacobs ESTS Group.

25 332. The Ghost Employees include but are not limited to Lori Marks of Westwind
26 Technologies, Inc.; Bruce Haskins of Richardson RFPD.
27
28

1 333. The association in fact also includes Dorin Nectarie Salcesu of RAD Torque
2 Systems, a direct competitor of Wilson.

3 334. In 2014, Kord Technologies, Westwind Technologies, Geocent, and W.S. Wilson
4 Corporation were recognized as Boeing Performance Excellence Award Recipients.

5 335. Boeing and its associated in fact enterprise comprised of the foregoing individuals
6 and their respective employers went on to win numerous awards, file for U.S. Patents, and receive
7 several lucrative contracts worth hundreds of millions of dollars.
8

9 336. Wilson is therefore entitled to an award of compensatory and treble damages and
10 the costs of this suit, including attorneys' fees, all in amounts to be determined at trial.
11

12 **FIFTH CLAIM FOR RELIEF: CIVIL CONSPIRACY**

13 337. Wilson re-alleges and incorporates by reference the allegations in the preceding
14 paragraphs.
15

16 338. Boeing's theft and infringement of Wilson's IP was agreed to and facilitated by
17 (1) those individuals who falsely represented themselves to be Boeing employees and their
18 respective companies, (2) the Ghost Employees who were falsely categorized in Boeing's records
19 as being Wilson employees and their respective companies, and (3) others yet to be identified as
20 co-conspirators (collectively, the "Conspirators").
21

22 339. The Conspirators entered into an agreement and conspired with Boeing to
23 accomplish an unlawful goal of stealing intellectual property belonging to Wilson and to cause
24 several business torts in furtherance of Boeing's theft, which was the object of the conspiracy.

25 340. The Conspirators not only agreed but actively assisted Boeing in acting in
26 furtherance of the conspiracy. Thus, each committed an overt act in furtherance of the conspiracy.
27
28

1 347. On information and belief, the over torquing was necessary because of leaks
2 experienced in Gamah fittings. **Exhibit 85.**

3 348. As Boeing engineers, Chip Link and David A. Williams had reason to know the
4 Gamah fittings would be dangerously over torqued using the Procedure they devised.
5

6 349. On information and belief, Boeing's motive behind the Procedure was to avoid a
7 redesign of Gamah fittings on the ISS which would delay the launch of the first US module of
8 the ISS, which took place on February 7, 2001, which would risk Boeing's loss of bonuses or
9 avoid penalties.
10

11 350. On July 19, 2001, Chip Link prepared a calibration card that instructed that the
12 FFTD-1 only generates torque in a ratio of 7:1 so that those using the tool during assembly and
13 in-flight would think that they were tightening the fittings to 69 ft/lbs when, in fact, they were
14 tightening the fittings to 197 ft/lbs. Chip Link knew that the instructions were false because the
15 Procedure correctly stated that the torque ratio of the FFTD-1 was 20:1. Chip Link intentionally
16 deceived the astronauts, technicians using the tool, and NASA ground control who had access to
17 the Stanley Aviation technical instructions into believing that they were tightening the Gamah
18 fittings to 69 ft/lbs according to the manufacturer's specifications when, in fact, they were
19 applying 210 ft/lbs of torque. **Exhibit 53.**
20

21 351. Wilson was likewise deceived when Boeing failed to disclose that the actual
22 torque being applied to the Gamah fittings was 210 ft/lbs- the true cause of the incidents of
23 trapped fittings.
24

25 352. Throughout its communications with Wilson, Boeing repeatedly claimed that the
26 trapped fitting incident on the ISS was the result of a design or manufacturing defect attributable
27 to Wilson.
28

1 353. Boeing made this representation to Wilson to induce Wilson to believe its tool did
2 not perform, knowing the FFTD-1 was Wilson's flagship product its reputation in the aerospace
3 industry was tied to.

4 354. In reliance on Boeing's representations, Wilson committed countless hours of
5 painstaking effort to determine the alleged cause of the defect. Wilson also refrained from
6 marketing the tool and expended many hours and resources to redesign it in reliance on Boeing's
7 representations.
8

9 355. Boeing made these representations with knowledge that the true reason for the
10 FFTD-1 becoming trapped on a fitting on the ISS was not due to a defect in Wilson's design but
11 rather Boeing's false calibration method. Boeing's false calibration method caused the FFTD-1
12 to over tighten fittings up to three times the maximum torque, causing the head of the nut on the
13 fitting to become distorted and trapping the tool and on information and belief, was the cause of
14 leaks on the ISS and the Columbia. **Exhibit 85; Exhibit 86.**
15

16 356. Wilson had no reason to know this statement was false because Boeing refused to
17 provide Wilson with the test procedure, a sample of the fitting, or the calibration card despite
18 Wilson's repeated requests to Boeing's Chip Link.
19

20 357. Boeing made this representation with the intent to hide from Wilson and NASA
21 the true cause of the trapped fittings and the leaks.
22

23 358. Boeing also represented to Wilson and others that the trapped FFTD-1 was
24 manufactured by Wilson.

25 359. Wilson relied on this representation in investigating the cause and redesigning the
26 tool at great time and expense.
27
28

1 360. Boeing knew this representation was false when it was made because the tools at
2 issue were counterfeit tools that bore Wilson's trademark. Boeing knew of the statement's falsity
3 because Boeing authorized another company to manufacture a counterfeit tool using Wilson's
4 trademark, part number and drawing package.
5

6 361. Boeing also knew that the FFTD-1 trapped on the ISS was not a tool made by
7 Wilson because Boeing possessed a picture of the tool in its trapped condition on the ISS which
8 revealed that the tool was similar in design but not identical to the Wilson tool.
9

10 362. Boeing made this representation with the intent that Wilson act on it.

11 363. Boeing intended that its misrepresentation be acted on by Wilson to prevent
12 Wilson from disclosing to NASA that the fittings on which the tool was used were dangerously
13 overtightened.

14 364. Boeing's intent is evidenced by its refusal to provide Wilson with a picture of the
15 trapped tool, the method of calibrating torque using the tool and its refusal to disclose to Wilson
16 the false torque ratios that Boeing provided to NASA.
17

18 365. Wilson had no reason to know this statement was false without the benefit of
19 knowing (1) Boeing's false method of calibrating torque; (2) Boeing's undisclosed design
20 change in the fitting's composition; and (3) Boeing's false instructions about how the FFTD-1
21 tool was used, Wilson was incapable of knowing what truly caused the tool to become trapped.
22 The photograph was in Boeing's possession.
23

24 366. Wilson had a right to rely on Boeing's misrepresentations because Boeing had
25 unilateral access to all pertinent information which it refused to disclose to Wilson.

26 367. Wilson continuously began to uncover Boeing's fraudulent representations over
27 the course of several years, spanning from September 2019 to January 2021.
28

1 368. As a direct and proximate cause of Boeing's fraudulent representations, Wilson
2 has suffered losses and incurred damages, including the (1) the expenditure of time, effort,
3 monetary, and other pecuniary resources in attempting to rectify the fraudulent allegation of a
4 defective design or manufacture of the FFTD-1; (2) its loss of reputation in the space industry
5 due to Boeing's false publications to NASA that the trapped tool was designed and manufactured
6 by Wilson; (3) Boeing's unjust enrichment by avoidance of the clawback provisions, (**Exhibit**
7 **87**), in the ISS contract, profits from its maintenance contract for the ISS, and profits on the
8 contract with NASA for the shuttle return to flight program following the Columbia disaster,
9 (**Exhibit 88**); and (4) other past and future general and special damages in an amount to be proven
10 at trial.
11

12
13 **SEVENTH CLAIM FOR RELIEF: NEGLIGENT MISREPRESENTATION**
14 *Plead in the Alternative to Plaintiff's Sixth Cause of Action*

15 369. Wilson re-alleges and incorporates by reference the allegations in the preceding
16 paragraphs.

17 370. Boeing, in the course of its business and in the course of the transactions in which
18 it had a pecuniary interest, supplied false information for the guidance of others in their business
19 transactions.
20

21 371. The false information Boeing supplied, as detailed in Wilson's sixth cause of
22 action for fraud, *supra*, was that the Trapped Fitting incident on the ISS was attributable to
23 Wilson's design or manufacturing defect with the FFTD-1.

24 372. Boeing failed to exercise reasonable care or competence in communicating the
25 information to Wilson.
26
27
28

1 373. Boeing supplied the false information with the intention to influence Wilson's
2 actions and to prevent Wilson from disclosing to NASA the true cause of the trapped fitting.

3 **Exhibit 45.**

4 374. As a direct and proximate result of Boeing's supply of false information, Wilson
5 suffered pecuniary loss as a consequence of Wilson's reliance upon the misrepresentation for
6 which Boeing is liable.

7 375. Additionally, or in the alternative, Defendant Boeing failed to disclose to Wilson
8 a fact which Boeing knew may justifiably induce Wilson to act or refrain from acting in a business
9 transaction.

10 376. Specifically, Boeing failed to disclose its false method of calibrating torque to
11 Wilson as well as its undisclosed design change in the fitting's composition.

12 377. Boeing was under a duty to exercise reasonable care to disclose to Wilson the
13 matters in question.

14 378. As a direct and proximate result of Boeing's negligent nondisclosure of
15 information, Wilson suffered pecuniary loss as a consequence of Wilson's reliance upon the
16 misrepresentation for which Boeing is liable.

17 **EIGHTH CLAIM FOR RELIEF: TORTIOUS INTERFERENCE WITH PROSPECTIVE**
18 **ADVANTAGE**

19 379. Wilson re-alleges and incorporates by reference the allegations in the preceding
20 paragraphs.

21 380. An expectancy of business relationships exists between Wilson and the purchasers
22 and prospective purchasers of Wilson's tools in the aerospace, commercial aircraft, defense, and
23 other industries.

24
25
26
27
28

1 381. Boeing has knowledge of and has intentionally and unjustifiably interfered with
2 prospective business relationships between Wilson and prospective customers of Wilson's
3 services by violating Wilson's intellectual property rights; taking and encouraging others to take
4 credit for Wilson's inventions and trade secrets; expunging its own records of Wilson's
5 accomplishments; and disparaging Wilson and its products.
6

7 382. Specifically, Boeing has utilized Wilson's intellectual property, the FFTD mark,
8 and Wilson's confidential pricing information related to the family of FFTD products to impede
9 Wilson's business relationships within and outside the aerospace industry.
10

11 383. Boeing's unlawful use of Wilson's intellectual property has resulted in the
12 substantial loss of business Wilson would have otherwise realized.

13 384. Boeing's unlawful interference includes redacting any reference to Wilson's
14 history of providing Boeing tools and critical flight support hardware for use on various
15 aerospace projects which ultimately prevented Wilson from bidding on a tooling kit for NASA's
16 SLS project due to what purported to be inadequate qualifications.
17

18 385. Similarly, in 2018, Wilson manufactured a gearbox for Boeing to be used on the
19 Starliner. When the gearbox was personally delivered to the Boeing facility at the Redstone
20 Arsenal in Alabama, Boeing did not record or document Wilson's delivery or presence at the
21 facility for the apparent purpose of avoiding any record of Wilson having manufactured the
22 product.
23

24 386. Boeing engaged in the acts of interference set forth in this Complaint with a
25 conscious desire to prevent business relationships between Wilson and prospective customers
26 from being established and to provide Boeing with an unlawful competitive advantage within the
27 aerospace industry.
28

1 387. Boeing knew and was consciously aware that unlawful interference was certain
2 or substantially certain to occur as a result of its conduct.

3 388. Wilson has been damaged and continues to be damaged as a result of Boeing's
4 unlawful interference.
5

6 **NINTH CLAIM FOR RELIEF: BREACH OF CONTRACT**

7 389. Wilson re-alleges and incorporates by reference the allegations in the preceding
8 paragraphs.
9

10 390. On August 29, 2014, Boeing entered into a non-disclosure and proprietary
11 information agreement ("PIA") with Wilson with a choice of law provision in favor of
12 Washington state.

13 391. The 2014 PIA is a valid and enforceable contract under Washington law.

14 392. As an enforceable contract, the PIA contained an implied duty of good faith and
15 fair dealing.
16

17 393. The implied duty of good faith and fair dealing required Boeing to cooperate with
18 Wilson so that both Boeing and Wilson could obtain the full benefit of performance and also
19 refrain from engaging in acts or omissions that would breach standards of decency, fairness, and
20 reasonableness.
21

22 394. Boeing breached the duty of good faith and fair dealing owed to Wilson by failing
23 to refrain from the bad acts as alleged above that prevented Wilson from receiving the full benefit
24 and protections promised under the 2014 PIA.

25 395. Namely, Boeing breached the duty of good faith and fair dealing by stealing,
26 infringing, and sharing Wilson's IP without confidentiality legend, including but not limited to:
27
28

- 1 A. inviting persons employed by Wilson’s direct competitors to a confidential meeting
2 disguised as Boeing employees **Exhibit 26**.
- 3 B. Requesting confidential and proprietary information from Wilson via email with
4 persons employed by Wilson’s direct competitors on the email thread disguised as
5 Boeing employees with Boeing email addresses;
- 6 C. Deliberately failing to inform Wilson the Bogus Boeing Employees were not
7 employed by Boeing but were actually competitors of Wilson.
- 8
9 D. Not maintaining proprietary and confidential status of Wilson’s information as
10 required by the 2014 PIA.

11
12 396. Boeing’s actions are contrary to principles of faithfulness to an agreed common
13 purpose and inconsistent with the justified expectations of Wilson.

14 397. The PIA stated: “This Agreement sets forth the rights and obligations of the
15 parties with respect to the use, handling, protection, and safeguarding of Proprietary Information
16 which is disclosed by and between the parties hereto relating to NASA’s next generation launch
17 vehicle(s) including but not limited to Space Launch Program”

18
19 398. The Agreement defined “Proprietary Information” as “all information related to
20 the purposes that are identified as Proprietary Information, including but not limited to, technical
21 information in the form of designs, concepts, requirements, specifications, software, interfaces,
22 components, processes, or the like.”

23
24 399. Boeing agreed to “limit access to [Wilson’s] Proprietary Information it receives
25 to its employees who have a ‘need-to-know’ the Proprietary Information for the purposes of the
26 Program.”

27
28

1 400. Boeing agreed it would “copy Proprietary Information only as reasonably
2 necessary for it to complete the purposes of this Agreement.”

3 401. The PIA expressly imposed a duty upon Boeing “to protect Proprietary
4 Information from misuse or unauthorized disclosure by exercising reasonable care. Such care
5 will include protecting Proprietary Information using those practices the receiving party normally
6 uses to restrict disclosure and use its own information of like importance.”

7 402. In sum, Boeing agreed not to publish, disclose, or allow to be disclosed, any of
8 Wilson’s proprietary and trade secret information without Wilson’s express written consent.
9

10 403. Boeing breached the 2014 PIA by stealing Wilson’s IP, infringing Wilson’s IP,
11 and sharing Wilson’s IP without authorization.
12

13 404. All conditions precedent were satisfied by Wilson.

14 405. As a result of Boeing’s breach of contract, Wilson is entitled to damages,
15 including actual damages in an amount to be proven at trial; past and future lost profits in an
16 amount to be proven at trial; expenditures made in preparation for performance and/or in
17 performance in an amount to be proven at trial; and restitution or the restoration of any benefit
18 conferred on Boeing to prevent unjust enrichment in an amount to be proven at trial.
19

20 **TENTH CLAIM FOR RELIEF: UNJUST ENRICHMENT**

21 *Plead in the Alternative*

22 406. Wilson re-alleges and incorporates by reference the allegations in the preceding
23 paragraphs.

24 407. By reason of its conduct, Boeing caused damage to Wilson.

25 408. By providing services and materials and intellectual property to Boeing, including
26 the FFTD-3, Torque Tester and the Dreamliner Bolting Tool, Wilson conferred a benefit to
27 Boeing.
28

- 1 C) That Boeing be required to provide a full accounting to Wilson for all profits derived
2 from its use of Wilson's IP in Boeing's production, reproduction, and preparation of
3 derivative works based on, distribution, and display of unauthorized FFTD-3 works in all
4 media, from all sources;
- 5
- 6 D) That Boeing be ordered to pay Wilson damages related to every expenditure proximately
7 caused by reliance of Boeing's misrepresentations which would not have otherwise been
8 incurred;
- 9
- 10 E) That Boeing be ordered to pay Wilson all damages in an amount to be proven at trial,
11 including future damages, that Wilson has sustained or will sustain as a result of the acts
12 complained of herein, Wilson's lost earnings and profits, operating losses and expenses,
13 and that Wilson be awarded any profits and sums unjustly derived by Boeing as a result
14 of Boeing's infringement or misappropriation, or as determined by said accounting;
- 15
- 16 F) That Boeing be ordered to pay to Wilson punitive damages as a result of Boeing's
17 deliberate and willful misconduct and to deter such conduct from occurring in the future;
- 18
- 19 G) That Boeing be ordered to pay to Wilson pre-judgment and post judgment interest and
20 treble damages, as permitted by law;
- 21
- 22 H) That Boeing be ordered to pay to Wilson the costs and reasonable attorney's fees it has
23 incurred in this action, as permitted by law;
- 24
- 25 I) That Boeing and all of its agents, officers, employees, representatives, successors, and
26 assigns be permanently enjoined from:
27 a. Any and all further infringement of Wilson's tools identified and named herein;
28 b. Any and all further infringement of the FFTD tools, including promoting,
distributing or selling counterfeit FFTD tools; and

1 c. Referring to counterfeit products made by Oakridge Tool or any other third party
2 as a FFTD tool.

3 J) That Boeing be ordered to deliver up for forfeiture and destruction each and every
4 counterfeit FFTD tool, item or related material that was produced, procured or obtained
5 by Boeing; and
6

7 K) For any and all further relief as this Honorable Court deems just and proper.

8 **JURY TRIAL DEMANDED**

9 Plaintiff Wilson Aerospace, LLC, respectfully demands a trial by jury on all claims and
10 issues so triable.

11
12 Respectfully submitted this Wednesday, June 7, 2023, at Seattle, Washington,

13
14 /s/ Kenneth R. Friedman

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