

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

CLAYTON INTERNATIONAL, INC.,

Plaintiff,

vs.

NEBRASKA ARMES AVIATION, LLC;  
NEBRASKA GAS TURBINE, INC.; ENC  
PRODUCTS, LLC; TRACY OGLE; and  
JOEY DEROUSSE,

Defendants.

Case No. 8:21-cv-309

**AMENDED COMPLAINT  
AND JURY DEMAND**

COMES NOW Plaintiff Clayton International, Inc. (“Clayton”) for its Amended Complaint and Jury Demand against Defendants Nebraska Armes Aviation, LLC (“Armes Aviation”), Nebraska Gas Turbine, Inc. (“NGT”), ENC Products, LLC (“ENC”), Tracy Ogle (“Ogle”), and Joey DeRousse (“DeRousse”), states and alleges as follows:

**INTRODUCTION**

1. This is an action to restrain and enjoin patent infringement, trade secret misappropriation, unfair competition, deceptive trade practices, and tortious interference with a business expectancy and to recover damages resulting therefrom.

2. Clayton is a helicopter maintenance, repair, and operations company specializing in refurbishment of Sikorsky Aircraft helicopters primarily in the foreign military sales sector. Clayton also designs and manufacturers complex helicopter transmission parts and assemblies for the United States Department of Defense and various original equipment manufacturers.

3. Sabreliner Aviation, LLC (“Sabreliner Aviation”) was a Florida limited liability company principally located in Perryville, Missouri. Sabreliner Aviation, and its predecessor,

Sabreliner Corporation (referred to hereafter collectively as “Sabreliner”), formerly specialized in modification services for military fixed-wing and rotary-wing aircraft.

4. In February 2021, Clayton acquired from Sabreliner all right, title, and interest to a technical design data package for the UH-60 Black Hawk helicopter manufactured by Sikorsky Aircraft (“UH-60”). The data package distinctively caters to the requirements of foreign militaries for the transport of dignitaries and heads of state (commonly referred to as “Head of State Very Important Person” (“VVIP”)) as it provides the measurements, dimensions, specifications, designs, drawings, models, and other technical know-how to overhaul the interior of a UH-60 in a manner that provides greater comfort, climate control, improved technological capabilities, and luxuriant décor and finishings (“UH-60 VVIP Data Package”).

5. Defendants Ogle and DeRousse are former employees of Sabreliner and its affiliated entities.

6. During their employment with Sabreliner, Ogle and DeRousse worked on UH-60 VVIP conversions and had access to and contributed to the development of the UH-60 VVIP Data Package.

7. Upon information and belief, Ogle and DeRousse, both individually and through Armes Aviation, NGT, and ENC, are in wrongful possession of the UH-60 VVIP Data Package and are using it to compete with Clayton and unjustly enrich themselves.

### **PARTIES**

8. Clayton is incorporated under the laws of the state of Georgia and maintains its principal place of business in Peachtree City, Georgia.

9. Armes Aviation is organized under the laws of the state of Nebraska and maintains its principal place of business in Fremont, Nebraska. Upon information and belief, the members of Armes Aviation are residents of the state of Nebraska.

10. NGT is incorporated under the laws of the state of Nebraska and maintains its principal place of business in Hooper, Nebraska.

11. ENC is organized under the laws of the state of Missouri and maintains its principal place of business in Ste. Genevieve, Missouri. Upon information and belief, DeRousse is the sole member of ENC.

12. Ogle is a resident of Fremont, Nebraska. Ogle was formerly employed by Sabreliner as Vice President of Operations.

13. DeRousse is a resident of Ste. Genevieve, Missouri. DeRousse was formerly employed by Sabreliner as its Manufacturing Engineering Manager.

### **JURISDICTION AND VENUE**

14. Federal question jurisdiction exists over the claims alleged pursuant to 28 U.S.C. § 1331 because this action arises under the laws of the United States, specifically including the Defend Trade Secrets Act of 2016 (“DTSA”), 18 U.S.C. §§ 1831 et seq., and the patent laws of the United States, 35 U.S.C. §§ 1 et seq.

15. Pursuant to 28 U.S.C. § 1367(a), supplemental subject matter jurisdiction exists over all non-federal claims in this action because they arise from the same conduct as the federal claims and are part of the same case or controversy as those federal claims.

16. Pursuant to 28 U.S.C. § 1332, diversity jurisdiction also exists because Clayton is a citizen of a different state from all Defendants, and the harm caused Clayton by Defendants exceeds \$75,000, exclusive of interest and costs.

17. Venue is proper pursuant to 28 U.S.C. § 1391 because Defendants transact business in the District of Nebraska, and a substantial part of the events giving rise to the claims alleged occurred in the District of Nebraska.

18. Venue is also proper over Defendants Ogle, Armes Aviation and NGT pursuant to 28 U.S.C. § 1400(b) because they have committed acts of infringement and have regular and established places of business in the District of Nebraska.

19. Personal jurisdiction exists over Defendants Armes Aviation and NGT because they conduct business and maintain a principal place of business in Nebraska.

20. Personal jurisdiction exists over Defendant Ogle because he is a resident of Nebraska.

21. Personal jurisdiction exists over Defendants ENC and DeRousse because they committed acts within Nebraska that violated federal law and Nebraska statutes.

### **FACTUAL BACKGROUND**

#### ***The UH-60 VVIP Data Package***

22. The UH-60 VVIP Data Package consists of no less than 87 computer-aided design (“CAD”) drawing files. In addition to the CAD files, the UH-60 VVIP Data Package includes detailed sub-tier drawings, models, and other technical design data as well as instructions directing the assembly and installation of the UH-60 VVIP conversion kit developed by Sabreliner (“Sabreliner UH-60 VVIP Conversion”).

23. A Sabreliner UH-60 VVIP Conversion utilizing the UH-60 VVIP Data Package involves numerous and complex structural, climate control, and electrical modifications to the UH-60 as well as installation of upgraded interior furnishings.

24. The unique combination of measurements, calculations, dimensions, specifications, and other technical design data that comprise the UH-60 VVIP Data Package work in tandem to implement the Sabreliner UH-60 VVIP Conversion and are not discernible to the naked eye nor otherwise ascertainable by proper means.

25. Ownership of the UH-60 VVIP Data Package's unique combination of measurements, calculations, dimensions, specifications, and other technical designs affords Clayton the unique knowledge necessary to implement a Sabreliner UH-60 VVIP Conversion, which correspondingly provides Clayton with a competitive advantage in the rotary-wing aircraft modification marketplace and specifically as it relates to UH-60 VVIP conversions.

***Patented Clam-Shell Door Component***

26. The UH-60 is manufactured for use as a military transport and air assault aircraft.

27. As originally manufactured, the UH-60 contains side sliding door entryways intended to permit quick egress and ingress of the aircraft by military personnel.

28. As part of the structural modification that occurs with a Sabreliner UH-60 VVIP Conversion, the UH-60 sliding doors are removed and replaced with a clam-shell door plug system ("Clam-Shell Door") that utilizes steps and handrails enabling easier ingress and egress.

29. On November 27, 2012, Sabreliner Corporation obtained a patent related to the Clam-Shell Door design, assigned Patent No. 8,317,135 ("135 Patent"), which patent was subsequently assigned to Sabreliner Aviation. A true and correct copy of the 135 Patent is attached hereto as Exhibit "A" and incorporated herein by this reference.

***Protection of the UH-60 VVIP Data Package as a Trade Secret***

30. Prior to selling the UH-60 VVIP Data Package to Clayton, Sabreliner implemented policies and procedures to maintain the secrecy, confidentiality, and proprietary nature of the UH-60 VVIP Data Package.

31. Sabreliner required its employees to sign confidentiality agreements that prohibited them from using, disclosing, or authorizing anyone else to use or disclose the company's proprietary information either during or after their employment with Sabreliner.

32. Sabreliner's employee confidentiality agreements also disclaimed the employee's right, title, or interest in any invention, discovery, idea, or improvement which the employee developed or otherwise contributed to the development of during the employee's tenure with Sabreliner.

33. For example, on January 30, 2014, Ogle executed a confidentiality agreement as an employee of Sabreliner ("Ogle CA"). A true and correct copy of the Ogle CA is attached hereto as Exhibit "B" and incorporated herein by this reference.

34. On March 12, 2015, DeRousse executed a confidentiality agreement as an employee of Sabreliner ("DeRousse CA"), the terms and provisions of which mirrored those set forth in the Ogle CA (the Ogle CA and DeRousse CA are hereafter referred to collectively as the "CAs"). A true and correct copy of the DeRousse CA is attached hereto as Exhibit "C" and incorporated herein by this reference.

35. The CAs define "Invention" as any invention, discovery, idea or improvement, whether or not patentable, that Ogle or DeRousse made, suggested, conceived, devised, or first actually reduced to practice, solely or jointly with others, during their employment with Sabreliner, provided that such Invention, at the time of its making, suggesting, conceiving, devising, or first

reduction to practice: (i) resulted from or was related to any assignments given to or assumed by Ogle or DeRousse; (ii) was subject to any contractual obligation of Sabreliner to a third party; (iii) resulted from the utilization of time, equipment, supplies, facilities, or trade secret information of Sabreliner; or (iv) pertained to any actual or anticipated Sabreliner work, product, research, business activity, or any logical extension thereof.

36. Through the CAs, Ogle and DeRousse assigned to Sabreliner their entire right, title, and interest in all Inventions (as that term is defined in the CAs).

37. Through the CAs, Ogle and DeRousse agreed that all documents or things coming into their possession, custody, or control by virtue of their employment with Sabreliner are the property of Sabreliner, the Government of the United States of America, or other Sabreliner customers, and all such property in their possession, custody, or control at the time of their termination of employment would be delivered to Sabreliner.

38. Through the CAs, Ogle and DeRousse agreed that if during their employment they were provided access to any information that was confidential or proprietary to Sabreliner, its customers, or any other company or individual having any kind of association or relationship with Sabreliner, Ogle, and DeRousse would not, except as required as part of their employment duties, use or disclose or authorize anyone else to use or disclose any such information either during or after their employment with Sabreliner for so long as such information is not publicly or generally known.

39. Upon information and belief, confidentiality agreements executed by other Sabreliner employees were substantially similar to the CAs.

40. Like Sabreliner, Clayton requires all its employees to execute confidentiality agreements prohibiting them from using, disclosing, or authorizing anyone else to use or disclose

the company's proprietary information other than for a purpose required by the employee's employment with Clayton.

41. Since its acquisition from Sabreliner in February 2021, Clayton has stored the UH-60 VVIP Data Package on a controlled access server which may only be accessed through login and password credentials provided to authorized Clayton employees.

***Sabreliner UH-60 Contracts with RJAF***

42. From 2011 through 2016, Sabreliner performed UH-60 VVIP modifications on behalf of the Jordanian government. As a byproduct of the extensive testing, research, and development that occurred in connection with these modifications, the CAD files, drawings, and measurements included within the UH-60 VVIP Data Package evolved over time.

43. On March 24, 2011, Sabreliner entered U.S. Army contract W58RG-Z-11-C0078, whereunder it agreed to modify two UH-60 helicopters for the Royal Jordanian Air Force ("RJAF") with a Sabreliner UH-60 VVIP Conversion ("2011 UH-60 Contract"). The two helicopters modified under the 2011 UH-60 Contract are referred to by Sabreliner and the RJAF as "R01" and "R02".

44. Based upon feedback from the RJAF, trial and error, and its continued internal testing, research, and development, after completing the modifications to the R01 and R02 helicopters, Sabreliner modified a significant number of the measurements, calculations, dimensions, specifications, and other technical design data comprising the initial UH-60 VVIP Data Package.

45. On or about March 23, 2015, Sabreliner entered an agreement with the RJAF to modify a third UH-60 ("2015 UH-60 Contract"). The helicopter modified under the 2015 UH-60 Contract is referred to by Sabreliner and the RJAF as "R03". The consideration paid by the RJAF



to Sabreliner under the 2015 UH-60 Contract was \$5,600,000. As then acting Vice President of Operations, Ogle executed the 2015 UH-60 Contract on behalf of Sabreliner.

46. In connection with the 2015 UH-60 Contract, the RJAF provided Sabreliner with a scope of work (“2015 SOW”).

47. Sabreliner utilized the newest version of the UH-60 VVIP Data Package to satisfy the 2015 SOW.

***Solicitation of Clayton to Perform a UH-60 VVIP Refurbishment***

48. At some point after completing the R03 modification under the 2015 UH-60 Contract, Sabreliner restructured its operations which resulted in the discontinuance of its VVIP modification program. Shortly thereafter, Ogle’s employment relationship with Sabreliner was terminated.

49. In November 2018, Clayton was notified that the RJAF required a fourth UH-60 VVIP conversion (hereafter referred to as “R04”) and would be accepting proposals from new rotary-wing aircraft modification providers in light of Sabreliner’s decision to no longer perform VVIP modification services.

50. On December 17, 2018, Mike Stille (“Stille”), Clayton’s President, visited the RJAF in Jordan to inspect the current VVIP configurations of the R01, R02, and R03 helicopters, to provide a presentation regarding Clayton’s VVIP conversion capabilities, and to meet with the RJAF’s Squadron Commander and staff.

51. On January 1, 2019, Clayton entered an International Consulting Agreement with Research & Consulting Services (“RCS”), a Jordanian-based consulting firm, to assist Clayton in its efforts to procure the award of the R04 VVIP conversion for the RJAF (“R04 Conversion”).

52. In early September 2019, Stille learned from RCS that Ogle was advising the RJAF and others that he had acquired certain rights to Sabreliner's UH-60 VVIP Data Package at auction and his company, Armes Aviation, would be bidding on the R04 Conversion. Given Ogle's representations to the RJAF, and based upon communications RCS's representatives had with the RJAF, RCS encouraged Stille to inquire whether Ogle would be willing to jointly engage with Clayton to bid on the R04 Conversion.

53. On September 23, 2019, Stille inquired with Sabreliner's president regarding what, if any, rights Ogle possessed in the UH-60 VVIP Data Package and advised that if Ogle did not possess any such rights, Clayton would be interested in either licensing or purchasing the UH-60 VVIP Data Package. In response, Sabreliner's president advised that Ogle did not possess any ownership or licensing rights in the UH-60 VVIP Data Package and that Sabreliner would consider negotiating the sale or licensing of the UH-60 VVIP Data Package to Clayton.

54. Given the apparent inconsistencies between Ogle's claim to certain data rights in the UH-60 VVIP Data Package and Sabreliner's assertion Ogle did not possess any such rights, Stille directly inquired with Ogle on October 2, 2019. In this inquiry, Stille stated Clayton would consider working with Ogle in connection with the R04 Conversion provided Ogle could verify that he "own[ed] or [had] full rights to all the Sabreliner data required to perform the conversion." Ogle never responded.

55. On the same date as Stille's inquiry with Ogle, Sabreliner emailed Stille confirming that the UH-60 VVIP Data Package was never sold at auction, despite Ogle's contrary assertions to the RJAF and others. Stille subsequently received confirmation of this fact from multiple additional sources, including the city of Perryville, Missouri and the auction company from which Ogle asserted he purchased data comprising the UH-60 VVIP Data Package.

56. On October 14, 2019, Major Mohammad Obeidat (“Maj. Obeidat”), RJAF Maintenance Group Commander, emailed Stille inviting Clayton to submit a rough order of magnitude (“ROM”) bid to upgrade R01 and R02 “to match R03 current configuration in Jordan” and to also modify R04 “to match [the] current R03 VVIP Blackhawk in accordance to the attached initial Scope of Work (SOW).” The scope of work attached to Major Obeidat’s email (“R04 SOW”) provided for identical requirements as the 2015 SOW related to the R03 conversion.

57. Because the RJAF required R01, R02, and R04 all be converted to the VVIP configuration of R03, and Sabreliner possessed the sole ownership interest in the UH-60 VVIP Data Package that provided the technical know-how to perform such a configuration, Stille determined the only way to perform the conversion would be to acquire the UH-60 VVIP Data Package from Sabreliner.

58. On January 20, 2020, Stille and other Clayton representatives conducted an on-site review of the UH-60 VVIP Data Package at Sabreliner’s principal office in Missouri.

59. In advance of Clayton’s on-site review, Sabreliner contracted with DeRousse, who at this point was no longer employed with Sabreliner, to assist with Clayton’s review of the UH-60 VVIP Data Package given DeRousse’s prior experience working with the data as Sabreliner’s Manufacturing Engineering Manager.

60. In February 2021, Clayton entered a Purchase Agreement with Sabreliner Aviation for the acquisition of all right, title, and interest in the UH-60 VVIP Data Package in exchange for payment of \$265,000.

61. In April 2021, a written assignment was executed by Sabreliner Aviation transferring all of its rights, title, and interest in and to the 135 Patent to Clayton. A true and correct

copy of the assignment, along with the Notice of Recordation from the United States Patent and Trademark Office, is attached hereto as Exhibit “D” and incorporated herein by this reference.

62. Based upon his interactions with DeRousse during the January 2020 review of the UH-60 VVIP Data Package, and given DeRousse’s experience working with the data, on March 10, 2021, Stille contacted DeRousse by telephone about potentially working for Clayton. During this conversation, DeRousse indicated he had been manufacturing helicopter door parts for another company and suggested the parts were being made for Ogle and Armes Aviation. At the conclusion of the conversation, DeRousse indicated he would consider the offer to work for Clayton, but later in March 2021 he conveyed he was not interested in the position.

63. On April 15, 2021, after he declined to work with Clayton, DeRousse formed ENC.

64. On April 16, 2021, Clayton delivered correspondence to Ogle, Armes Aviation, and NGT advising them of Clayton’s purchase of all right, title, and interest in the UH-60 VVIP Data Package from Sabreliner and demanding that Ogle, Armes Aviation, and NGT cease and desist from any and all use of the UH-60 VVIP Data Package.

65. On April 30, 2021, Clayton delivered correspondence to DeRousse advising him of Clayton’s purchase of all right, title, and interest in the UH-60 VVIP Data Package from Sabreliner and demanding that he cease and desist from any and all use of the UH-60 VVIP Data Package.

66. In or around March 2020, the RJAF entered into a contract with NGT for conversion of the R01 and R02 to match the R03 configuration (“Upgrade Contract”).

67. In or around October 2021, the RJAF entered into a contract with Armes Aviation and NGT for performance of the R04 Conversion (“R04 Contract”).

68. NGT and Armes Aviation could not have been awarded the Upgrade Contract or R04 Contract unless they were in possession of the UH-60 VVIP Data Package which contains the information necessary to perform a modification that matches the R03 configuration.

69. Upon information and belief, DeRousse, through ENC, is working with Ogle, Armes Aviation, and NGT to perform under the Upgrade Contract and R04 Contract by utilizing the UH-60 VVIP Data Package to implement a modification that matches the R03 configuration.

70. Upon information and belief, despite Clayton's April 16, 2021, and April 30, 2021 correspondence, Defendants continue to use the UH-60 VVIP Data Package.

### **FIRST CAUSE OF ACTION**

#### **(Patent Infringement Against Ogle, Armes Aviation and NGT)**

71. Clayton incorporates the allegations contained in paragraphs 1 through 70 as if fully set forth herein.

72. Clayton is the current exclusive owner and assignee of all right, title, and interest in and to the 135 Patent.

73. The 135 Patent is valid and enforceable.

74. By performing the UH-60 VVIP conversions pursuant to the Upgrade Contract and R04 Contract and by offering to perform such UH-60 VVIP conversions, Defendants Ogle, Armes Aviation, and NGT have been and are infringing, directly and/or indirectly by way of inducement and contributory infringement, one or more claims of the 135 Patent.

75. In or around April, 2021, Armes Aviation submitted a proposal to the Royal Saudi Land Forces Aviation Command for VVIP refurbishment of a UH-60, which refurbishment includes replacing the plug and hinge door with a "New Designed ARMES VVIP entry door and

structure modifications.” Upon information and belief, this “New Designed ARMES VVIP entry door and structure modification” directly infringes one or more claims of the 135 Patent.

76. Defendants Ogle, Armes Aviation, and NGT have not and have never been licensed or otherwise authorized to practice the claims of the 135 Patent.

77. By reason of Defendants Ogle, Armes Aviation, and NGT’s infringing activities, Clayton has suffered substantial damages in an amount to be proven at trial.

78. Unless Defendants Ogle, Armes Aviation, and NGT are preliminarily and permanently enjoined from using the 135 Patent, Clayton will suffer immediate and irreparable harm for which Clayton has no adequate remedy at law because its injuries cannot be fully compensated through an award of damages.

### **SECOND CAUSE OF ACTION**

#### **(Defend Trade Secrets Act – 18 U.S.C. §§ 1832, 1836)**

79. Clayton incorporates the allegations contained in paragraphs 1 through 78 as if fully set forth herein.

80. Sabreliner and subsequently Clayton, as owners, have taken and continue to take reasonable measures to keep secret the business, scientific, technical, economic, and engineering information that comprises the UH-60 VVIP Data Package.

81. The UH-60 VVIP Data Package derives independent economic value from not being known to, and not being ascertainable by proper means by other persons, including competitors of Clayton, who can obtain economic value from the disclosure or use of the UH-60 VVIP Data Package.

82. Upon information and belief, Defendants Ogle and DeRousse acquired the UH-60 VVIP Data Package by improper means upon their separation from employment with Sabreliner

and have, without consent, disclosed the UH-60 VVIP Data Package to Defendants Armes Aviation, NGT, and ENC.

83. Upon information and belief, Defendants, without consent, used the UH-60 VVIP Data Package to obtain the Upgrade Contract and R04 Contract and are continuing to use the UH-60 VVIP Data Package to perform the conversions and modifications required under those contracts.

84. Upon information and belief, Defendants have continued to use the UH-60 VVIP Data Package, despite knowing that Clayton purchased all right, title, and interest in the UH-60 VVIP Data Package from Sabreliner, and that such use is thereby willful and malicious.

85. Clayton has suffered and will continue to suffer damages as a result of Defendants' misappropriation of the UH-60 VVIP Data Package.

86. Unless Defendants are preliminarily and permanently enjoined from disclosing or using the UH-60 VVIP Data Package, Clayton will suffer immediate and irreparable harm for which Clayton has no adequate remedy at law because its injuries cannot be fully compensated through an award of damages.

### **THIRD CAUSE OF ACTION**

**(Nebraska Trade Secrets Act – Neb. Rev. Stat. §§ 87-501, et seq.)**

87. Clayton incorporates the allegations contained in paragraphs 1 through 86 as if fully set forth herein.

88. The UH-60 VVIP Data Package is a trade secret as defined by Neb. Rev. Stat. § 87-502.

89. Upon information and belief, Defendants Ogle and DeRousse have misappropriated the UH-60 VVIP Data Package by acquiring it through improper means and disclosing it, without consent, to Defendants Armes Aviation, NGT, and ENC.

90. Upon information and belief, Defendants have further misappropriated the UH-60 VVIP Data Package by using it, without consent, to obtain the Upgrade Contract and R04 Contract and by continuing to use it to perform the conversions and modifications required under those contracts.

91. Clayton has suffered and will continue to suffer damages as a result of Defendants' misappropriation of the UH-60 VVIP Data Package.

**FOURTH CAUSE OF ACTION**  
**(Conversion)**

92. Clayton incorporates the allegations contained in paragraphs 1 through 91 as if fully set forth herein.

93. Upon information and belief, Defendants have exercised unauthorized and wrongful dominion over the UH-60 VVIP Data Package in a manner that is in direct conflict with Clayton's rights to the UH-60 VVIP Data Package.

94. Clayton has suffered and will continue to suffer damages as a result of Defendants' conversion of the UH-60 VVIP Data Package.

**FIFTH CAUSE OF ACTION**  
**(Nebraska Deceptive Trade Practices Act – Neb. Rev. Stat. § 87-302)**

95. Clayton incorporates the allegations contained in paragraphs 1 through 94 as if fully set forth herein.

96. Defendants have engaged in deceptive trade practices by representing that they have approval and authority to disclose and use the UH-60 VVIP Data Package.

97. Clayton has suffered and will continue to suffer damages as a result of Defendants' deceptive trade practices.



**SIXTH CAUSE OF ACTION**

**(Tortious Interference with a Business Expectancy)**

98. Clayton incorporates the allegations contained in paragraphs 1 through 97 as if fully set forth herein.

99. As owner of the UH-60 VVIP Data Package, Clayton has a valid business expectancy in performing UH-60 VVIP conversions for foreign militaries and Defendants knew of this business expectancy.

100. Upon information and belief, Defendants, without justification, have used and continue to use the UH-60 VVIP Data Package to interfere with Clayton's business expectancy.

101. Defendants intentionally interfered with Clayton's business expectancy for their own benefit and to Clayton's detriment.

102. As a direct and proximate result of Defendants' tortious interference with Clayton's business expectancy, Clayton has suffered and will continue to suffer damages.

**SEVENTH CAUSE OF ACTION**

**(Unfair Competition)**

103. Clayton incorporates the allegations contained in paragraphs 1 through 102 as if fully set forth herein.

104. Upon information and belief, Defendants, without justification, have used and continue to use the UH-60 VVIP Data Package to compete with Clayton.

105. As a direct and proximate result of Defendants' improper use of the UH-60 VVIP Data Package, Clayton has suffered and will continue to suffer damages.

WHEREFORE, Clayton requests the following relief:

A. Defendants Ogle, Armes Aviation and NGT, and all persons and entities acting in concert with them, including any officers, employees, agents or representatives of them, be

temporarily and permanently enjoined from infringement, inducement of infringement, and/or contributory infringement of the 135 Patent, including but not limited to an injunction against making, using, selling, and/or offering for sale within the United States, and/or importing into the United States, any products or services that infringe the 135 Patent;

B. Defendants and all persons and entities acting in concert with them, including any officers, employees, agents or representatives of Defendants, be temporarily and permanently enjoined from disclosing, exploiting, taking advantage of, or otherwise using the UH-60 VVIP Data Package or any portion thereof;

C. Clayton be awarded its compensatory damages in an amount to be proven at trial and damages for unjust enrichment caused by the infringement of the 135 Patent and misappropriation of the UH-60 VVIP Data Package or, alternatively, that Clayton be awarded damages measured by the imposition of a royalty for Defendants' infringement of the 135 Patent and their unauthorized disclosure and use of the UH-60 VVIP Data Package;

D. Clayton be awarded treble damages pursuant to 35 U.S.C. § 284;

E. Clayton be awarded exemplary damages as provided in 18 U.S.C. § 1836(b)(3)(C);

F. Clayton be awarded its reasonable attorney fees pursuant to all applicable laws including 18 U.S.C. § 1836(b)(3)(D) and 35 U.S.C. § 285;

G. Clayton be awarded its costs and pre-judgment and post-judgment interest to the extent permitted by law; and

H. Such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Clayton hereby demands a jury trial in Omaha, Nebraska on all claims and issues so triable.

DATED: June 13, 2022

CLAYTON INTERNATIONAL, INC., Plaintiff,

By: s/ Erin R. Robak

Erin R. Robak, #23407

Mathew T. Watson, #23468

James D. ("J.D.") Johnson, #25987

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 13, 2022, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which sent a copy by electronic mail to all counsel of record.

s/ Erin R. Robak

*Counsel for Plaintiff*