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 13 GULFSTREAM AEROSPACE SERVICES CORPORATION and
 14 GULFSTREAM AEROSPACE LP

15 IN THE UNITED STATES DISTRICT COURT
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 17 WESTERN DIVISION
 18


19 GULFSTREAM AEROSPACE
 20 SERVICES CORPORATION and
 GULFSTREAM AEROSPACE LP

21 Plaintiffs,

22 v.

23 STEECON, INC., STEECON, INC.
 d/b/a STEECON ENTERPRISES,
 24 MICHAEL R. SPRAGGINS,
 CHARLES F. STEEL, CHARLES F.
 25 STEEL d/b/a STEECON
 ENTERPRISES,
 26

27 Defendants.
 28

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 CLERK U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
 LOS ANGELES
 BY 

FILED

CASE NO. CV08-02093 GAF (RCx)

[Assigned to Hon. Gary A. Feess]

**FIRST AMENDED COMPLAINT
 FOR DECLARATORY
 JUDGMENT**

JURY DEMANDED

1 Plaintiffs Gulfstream Aerospace Services Corporation and Gulfstream
 2 Aerospace LP (collectively, "Gulfstream") file this first amended complaint for
 3 declaratory judgment against defendants Steecon, Inc., Steecon, Inc. d/b/a Steecon
 4 Enterprises, Michael R. Spraggins, Charles F. Steel, and Charles F. Steel d/b/a
 5 Steecon Enterprises (collectively, "Defendants"), and allege as follows:

6 THE PARTIES

7 1. Gulfstream Aerospace Services Corporation is a Delaware corporation
 8 having a place of business at 500 Gulfstream Road, Savannah, Georgia 31407.

9 2. Gulfstream Aerospace LP is a Texas limited partnership having a place
 10 of business at 7440 Aviation Place, Dallas, Texas 75235. Gulfstream has offered for
 11 sale in this judicial district aircraft at issue in this action.

12 3. Upon information and belief, Steecon, Inc. is a California corporation
 13 having its principal place of business at 17202 Sandra Lee Lane, Huntington Beach,
 14 California 92649.

15 4. Charles F. Steel, upon information and belief, is a California resident
 16 who resides at 17202 Sandra Lee Lane, Huntington Beach, California 92649. Mr.
 17 Steel is a named inventor of United States Patent No. 4,989,808 ("the '808 Patent"),
 18 entitled "Sliding Pocket Door For Aircraft Use Capable Of Non-Destructive
 19 Blowout," and, upon information and belief, is president of, and has an ownership
 20 interest in, Steecon, Inc.

21 5. Upon information and belief, Steecon Enterprises is a California fictitious
 22 business name with a listed business address of 15611 Product Lane #B14,
 23 Huntington Beach, California 92649.

24 6. Michael R. Spraggins, upon information and belief, is a Texas resident
 25 who resides at 105 Lorita Drive, San Antonio, Texas 78214. Mr. Spraggins is a
 26 named inventor of the '808 Patent.

27 7. Upon information and belief, each of the Defendants has an ownership or
 28 other pecuniary interest in the '808 Patent. A copy of the '808 Patent is attached

1 hereto as Exhibit A.

2 JURISDICTION AND VENUE

3 8. This Court has jurisdiction over the subject matter of this action pursuant
4 to 28 U.S.C. §§ 1331, 1338(a) and 1367.

5 9. This Court may declare the rights and other legal relations of the parties
6 pursuant to the Federal Declaratory Judgments Act, 28 U.S.C. §§ 2201 and 2202,
7 because there is a case of actual controversy within the Court's jurisdiction to provide
8 a declaratory judgment that the '808 Patent is not infringed, that Gulfstream has not
9 misappropriated trade secrets from Defendants, that Gulfstream has not breached any
10 contract or implied contract with Defendants, that Gulfstream has not obtained any
11 benefit through unjust enrichment, that Gulfstream's actions have not amounted to
12 promissory estoppel, that Gulfstream has not converted or caused the conversion of
13 any property belonging to Defendants, and that Gulfstream has not negligently
14 misrepresented any information to Defendants.

15 10. Venue is proper in the Central District of California pursuant to 28
16 U.S.C. §§ 1400(b).

17 THE PRESENCE OF AN ACTUAL CONTROVERSY

18 11. Defendants have asserted rights under a patent based on certain identified
19 ongoing or planned activity of Gulfstream.

20 12. Beginning in mid-February 2008, David Lopez, counsel purporting to
21 represent "Steecon Enterprises," engaged Gulfstream in discussions regarding the
22 '808 Patent. During these discussions, Mr. Lopez has never identified the persons or
23 entities that own the '808 Patent.

24 13. During these discussions, Mr. Lopez asserted that Steecon Enterprises
25 was concerned that certain sliding pocket doors and door assemblies installed in
26 aircraft Gulfstream produced and sold infringed the '808 Patent.

27 14. Contemporaneous with these discussions, on February 20, 2008, Mr.
28 Lopez forwarded a copy of the '808 Patent to Gulfstream. A copy of the letter

1 enclosing the '808 Patent is attached as Exhibit B.

2 15. In his letter enclosing the '808 Patent, Mr. Lopez stated that "all aspects"
3 of the sliding pocket doors and door assemblies installed in Gulfstream's G200
4 aircraft "are of concern to" Steecon Enterprises.

5 16. In the same letter, Mr. Lopez also demanded that Gulfstream allow
6 representatives of Steecon Enterprises to inspect (1) the sliding pocket doors and door
7 assemblies installed in Gulfstream's G200 aircraft, and (2) the corresponding
8 drawings for each such pocket door and door assembly.

9 17. In the same letter, Mr. Lopez further stated that Steecon Enterprises was
10 "particularly interested in reviewing an exemplar of and the drawings for the interior
11 sliding pocket doors installed on aircraft G200-149," and specified the identification
12 tag number – D00165-903, REV N/C MFG 11-6-06, JOB# 167403-3-1.0 – on one of
13 the doors of that aircraft.

14 18. Concurrent with stating the allegations regarding the '808 Patent, Mr.
15 Lopez also alleged that Gulfstream is in possession of drawings associated with
16 sliding pocket doors and door assemblies produced by Steecon Enterprises, and that
17 Gulfstream utilized such drawings in designing and manufacturing sliding pocket
18 doors and door assemblies for its aircraft.

19 19. On March 28, 2008 Gulfstream filed its initial complaint in this action,
20 seeking a declaratory judgment of noninfringement and a declaratory judgment that
21 Gulfstream has not misappropriated Defendants' trade secret information.

22 20. On June 4, 2008 Defendants filed a Texas state court action in Bexar
23 County, Texas, seeking damages and injunctive relief for breach of contract, breach of
24 implied contract, unjust enrichment, promissory estoppel, conversion, and negligent
25 misrepresentation. A copy of Defendants' Petition in the Texas state action is
26 attached as Exhibit C.

27 21. Each of the claims brought in Defendants' Texas action – breach of
28 contract, breach of implied contract, unjust enrichment, promissory estoppel,

1 conversion, and negligent misrepresentation – allegedly arise out of Gulfstream’s
2 purported improper use of Defendants’ trade secret information, one of the requisite
3 elements of a claim for trade secrets misappropriation.

4 22. All of the claims brought in Defendants’ Texas action are required to be
5 brought in the present action as compulsory counterclaims because they arise out of
6 the transaction or occurrence and/or same aggregate set of operative facts that are the
7 subject of the present action.

8 23. Gulfstream asserts that its sliding pocket doors and door assemblies
9 installed in its aircraft do not infringe the ‘808 Patent, and that Gulfstream has the
10 right to engage in the activity that has been identified as allegedly-infringing without
11 license.

12 24. Gulfstream asserts that it has not misappropriated any drawings or other
13 information that constitute trade secrets from Defendants in designing and
14 manufacturing sliding pocket doors and door assemblies for its aircraft.

15 25. Gulfstream asserts that it has not breached any contract with Defendants
16 in designing and manufacturing sliding pocket doors and door assemblies for its
17 aircraft.

18 26. Gulfstream asserts that it has not breached any implied contract with
19 Defendants in designing and manufacturing sliding pocket doors and door assemblies
20 for its aircraft.

21 27. Gulfstream asserts that it has not been unjustly enriched in any capacity
22 through its design and manufacture of sliding pocket doors and door assemblies for its
23 aircraft.

24 28. Gulfstream asserts that it has not made any promises or representations to
25 Defendants amounting to promissory estoppel with regard to its design and
26 manufacture of sliding pockets doors and door assemblies for its aircraft.

27 29. Gulfstream asserts that it has not converted or caused the conversion of
28 any of Defendants’ property or information in designing and manufacturing sliding

1 pocket doors and door assemblies for its aircraft.

2 30. Gulfstream asserts that it has not negligently misrepresented any
3 information to Defendants in designing and manufacturing sliding pocket doors and
4 door assemblies for its aircraft.

5 31. Therefore, an actual controversy exists between Gulfstream and
6 Defendants.

7 **COUNT ONE**

8 **DECLARATORY JUDGMENT OF NONINFRINGEMENT**

9 32. The allegations of paragraphs 1 to 31 are incorporated by reference as if
10 fully set forth herein.

11 33. Gulfstream's sliding pocket doors and door assemblies installed in its
12 aircraft do not directly infringe, contribute to the infringement of, or actively induce
13 infringement of any claim of the '808 Patent.

14 34. Gulfstream seeks a declaration of noninfringement with respect to its
15 sliding pocket doors and door assemblies installed in its aircraft and the '808 Patent.

16 **COUNT TWO**

17 **DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT** 18 **MISAPPROPRIATED TRADE SECRETS**

19 35. The allegations of paragraphs 1 to 34 are incorporated by reference as if
20 fully set forth herein.

21 36. Gulfstream has not misappropriated any of Defendants' drawings or
22 other information in designing or manufacturing sliding pocket doors and door
23 assemblies that are installed in its aircraft.

24 37. Gulfstream seeks a declaration that it has not misappropriated any of
25 Defendants' trade secret information in designing and manufacturing sliding pocket
26 doors and door assemblies that are installed in its aircraft.

27 //

28 //

COUNT THREE

**DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT
BREACHED ANY CONTRACT**

38. The allegations of paragraphs 1 to 37 are incorporated by reference as if fully set forth herein.

39. Gulfstream has not breached any contract with Defendants in designing and manufacturing sliding pocket doors and door assemblies for its aircraft.

40. Gulfstream seeks a declaration that it has not breached any contract with Defendants in designing and manufacturing sliding pocket doors and door assemblies that are installed in its aircraft.

COUNT FOUR

**DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT
BREACHED ANY IMPLIED CONTRACT**

41. The allegations of paragraphs 1 to 40 are incorporated by reference as if fully set forth herein.

42. Gulfstream has not breached any implied contract with Defendants in designing and manufacturing sliding pocket doors and door assemblies for its aircraft.

43. Gulfstream seeks a declaration that it has not breached any implied contract with Defendants in designing and manufacturing sliding pocket doors and door assemblies that are installed in its aircraft.

COUNT FIVE

**DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT BEEN
UNJUSTLY ENRICHED**

44. The allegations of paragraphs 1 to 43 are incorporated by reference as if fully set forth herein.

45. Gulfstream has not been unjustly enriched in any capacity through its design and manufacture of sliding pocket doors and door assemblies for its aircraft.

46. Gulfstream seeks a declaration that it has not been unjustly enriched

1 through its design and manufacture of sliding pocket doors and door assemblies for its
2 aircraft.

3 **COUNT SIX**

4 **DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT MADE ANY** 5 **PROMISES OR REPRESENTATIONS AMOUNTING TO** 6 **PROMISSORY ESTOPPEL**

7 47. The allegations of paragraphs 1 to 46 are incorporated by reference as if
8 fully set forth herein.

9 48. Gulfstream has not made any promises or representations to Defendants
10 amounting to promissory estoppel in its design and manufacture of sliding pockets
11 doors and door assemblies for its aircraft.

12 49. Gulfstream seeks a declaration that it has not made any promises or
13 representations to Defendants amounting to promissory estoppel in its design and
14 manufacture of sliding pocket doors and door assemblies for its aircraft.

15 **COUNT SEVEN**

16 **DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT** 17 **CONVERTED OR CAUSED THE CONVERSION OF ANY OF** 18 **DEFENDANTS' PROPERTY OR INFORMATION**

19 50. The allegations of paragraphs 1 to 49 are incorporated by reference as if
20 fully set forth herein.

21 51. Gulfstream has not converted or caused the conversion of any of
22 Defendants' property or information in designing and manufacturing sliding pocket
23 doors and door assemblies for its aircraft.

24 52. Gulfstream seeks a declaration that it has not converted or caused the
25 conversion of any of Defendants' property or information in designing and
26 manufacturing sliding pocket doors and door assemblies for its aircraft.

27 //

28 //

COUNT EIGHT

**DECLARATORY JUDGMENT THAT GULFSTREAM HAS NOT
NEGLIGENTLY MISREPRESENTED ANY INFORMATION**

53. The allegations of paragraphs 1 to 52 are incorporated by reference as if fully set forth herein.

54. Gulfstream has not negligently misrepresented any information to Defendants in designing and manufacturing sliding pocket doors and door assemblies for its aircraft.

55. Gulfstream seeks a declaration that it has not negligently misrepresented any information to Defendants in designing and manufacturing sliding pocket doors and door assemblies for its aircraft.

PRAYER FOR RELIEF

WHEREFORE, Gulfstream demands judgment against Defendants, including any of Defendants' affiliates, officers, agents, servants, employees, and all persons in active concert or participation with them, as follows:

A. The Court declare that Gulfstream's sliding pocket doors and door assemblies installed in its aircraft do not directly infringe, contribute to the infringement of, or actively induce infringement of any claim of the '808 Patent;

B. The Court declare that Gulfstream has not misappropriated any of Defendants' trade secret information in designing or manufacturing sliding pocket doors or door assemblies that are installed in its aircraft;

C. The Court declare that Gulfstream has not breached any contract with Defendants in designing and manufacturing sliding pocket doors and door assemblies for its aircraft;

D. The Court declare that Gulfstream has not breached any implied contract with Defendants in designing and manufacturing sliding pocket doors and door assemblies for its aircraft;

E. The Court declare that Gulfstream has not been unjustly enriched in any

1 capacity through its design and manufacture of sliding pocket doors and door
2 assemblies for its aircraft;

3 F. The Court declare that Gulfstream has not made any promises or
4 representations to Defendants amounting to promissory estoppel in its design and
5 manufacture of sliding pockets doors and door assemblies for its aircraft;

6 G. The Court declare that Gulfstream has not converted or caused the
7 conversion of any of Defendants' property or information in designing and
8 manufacturing sliding pocket doors and door assemblies for its aircraft;

9 H. The Court declare that Gulfstream has not negligently misrepresented
10 any information to Defendants in designing and manufacturing sliding pocket doors
11 and door assemblies for its aircraft;

12 I. The Court issue an injunction against Defendants and anyone acting in
13 privity or concert with Defendants from charging infringement or instituting any legal
14 action for infringement of the '808 Patent against Gulfstream or anyone acting in
15 privity with Gulfstream, including the divisions, successors, assigns, agents, suppliers,
16 manufacturers, contractors, and customers of Gulfstream, for manufacturing, using, or
17 selling sliding pocket doors or door assemblies as part of its aircraft;

18 J. Gulfstream be awarded its costs in this action;

19 K. Gulfstream be awarded its attorneys fees pursuant to 35 U.S.C. § 285;
20 and

21 L. Gulfstream be awarded such other and further relief as this Court deems
22 is just and proper.
23
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JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Gulfstream demands a trial by jury.

DATED: July 2, 2008

Respectfully submitted,

KAYE SCHOLER LLP

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CORPORATION and
GULFSTREAM AEROSPACE LP

KAYE SCHOLER LLP

United States Patent [19]

Spraggins et al.

[11] Patent Number: 4,989,808

[45] Date of Patent: Feb. 5, 1991

[54] SLIDING POCKET DOOR FOR AIRCRAFT
USE CAPABLE OF NON-DESTRUCTIVE
BLOW-OUT

[75] Inventors: Michael R. Spraggins, San Antonio, Tex.; Charles F. Steel, Huntington Beach, Calif.

[73] Assignee: MSA Aircraft Interior Products, Inc.,
San Antonio, Tex.

[21] Appl. No.: 376,852

[22] Filed: Jul. 7, 1989

[51] Int. Cl.⁵ B64C 1/14

[52] U.S. Cl. 244/118.5; 49/177;
244/129.5

[58] Field of Search 244/129.4, 129.5, 118.5;
49/208, 177

[56] **References Cited**

U.S. PATENT DOCUMENTS

2,565,383	8/1951	Linebaugh	49/177
3,136,538	6/1964	Dimmitt et al.	49/177

FOREIGN PATENT DOCUMENTS

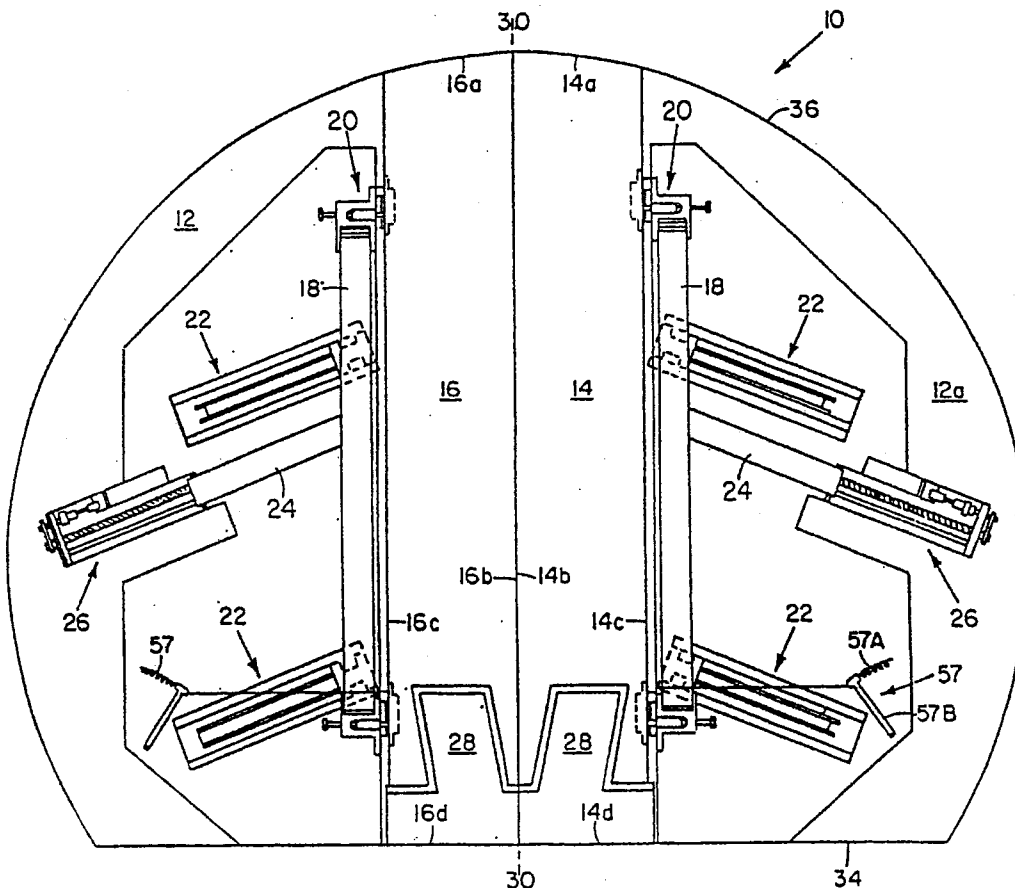
1218290	6/1966	Fed. Rep. of Germany ...	244/129.5
2357103	5/1975	Fed. Rep. of Germany ...	244/129.5

Primary Examiner—Charles T. Jordan
Assistant Examiner—Michael J. Carone
Attorney, Agent, or Firm—Gunn, Lee & Miller

[57] **ABSTRACT**

A sliding pocket door adapted for aircraft use comprising two generally tabular door segments each laying in a common sliding plane and each attached to a carrier frame which is mounted to an aircraft bulkhead. Each door segment is attached to its carrier frame by unique hinges that allow the door segment to rotate out of the sliding plane while simultaneously dropping along their axes of rotation. This rotation will allow a non-destructive depressurization of the doors, for example during rapid decompression in the aircraft.

11 Claims, 5 Drawing Sheets



U.S. Patent

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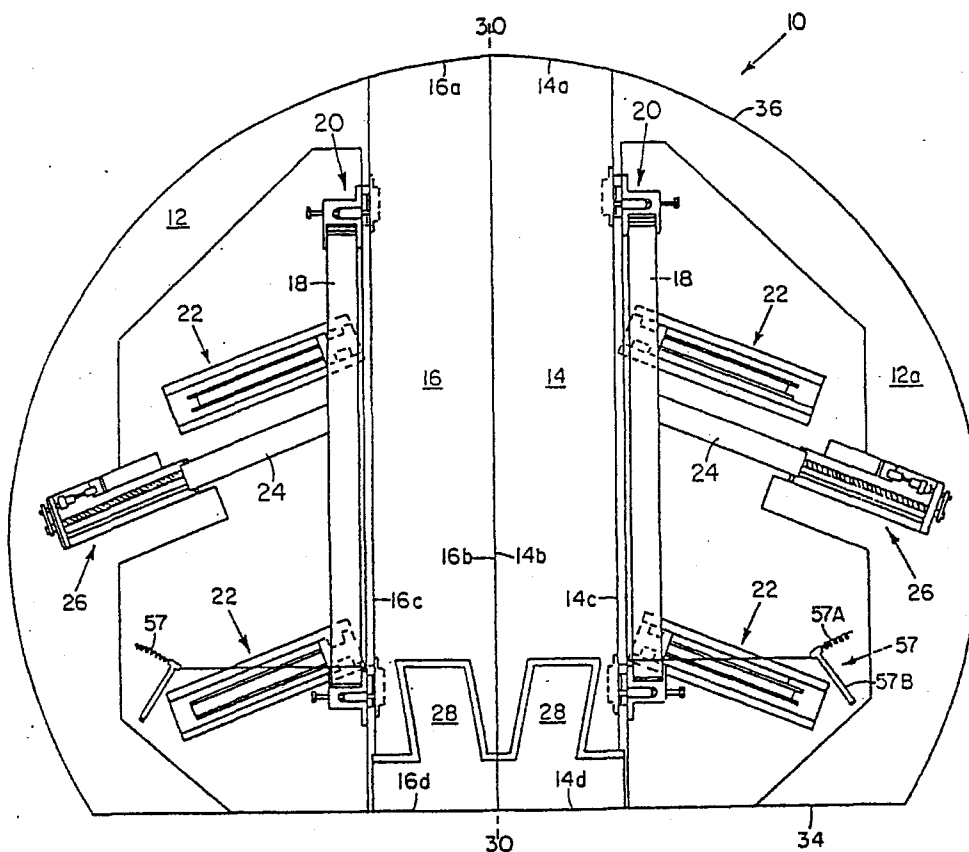


FIG. 1

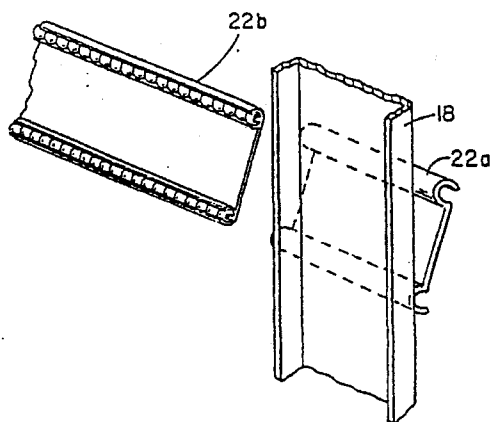


FIG. 1A

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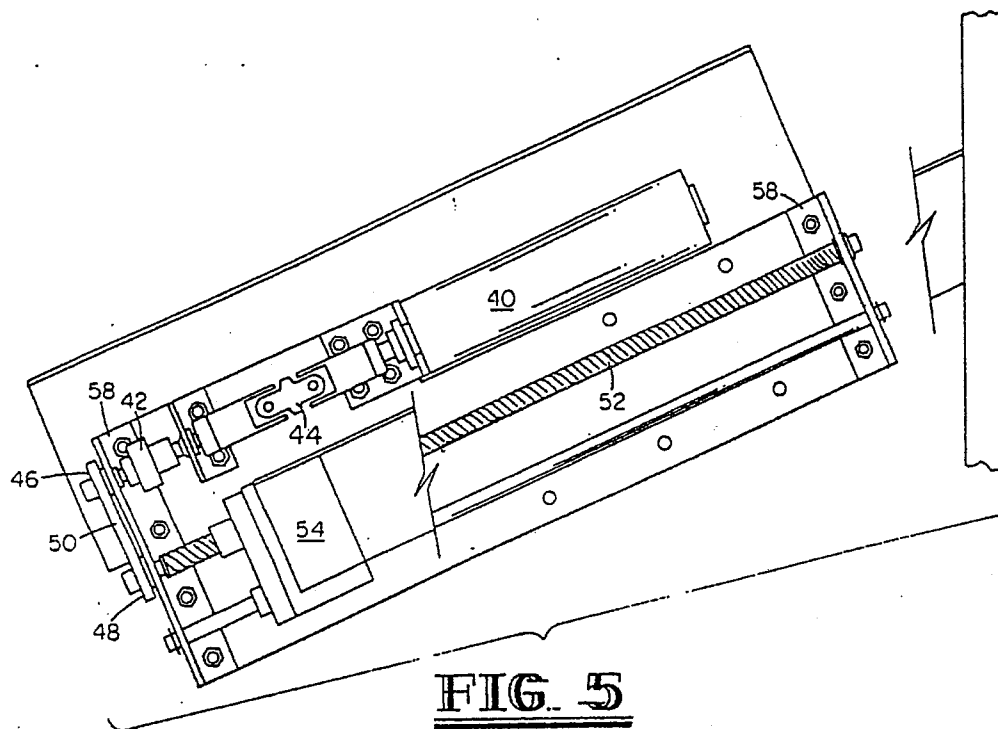


FIG. 5

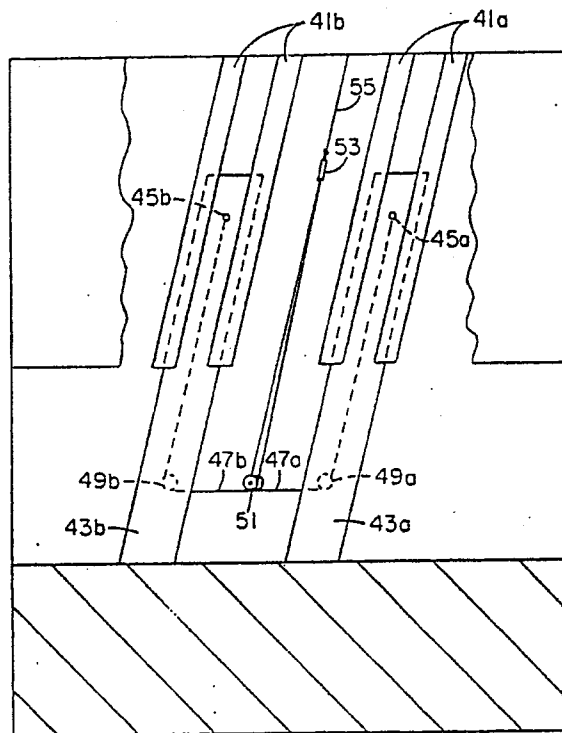


FIG. 1b

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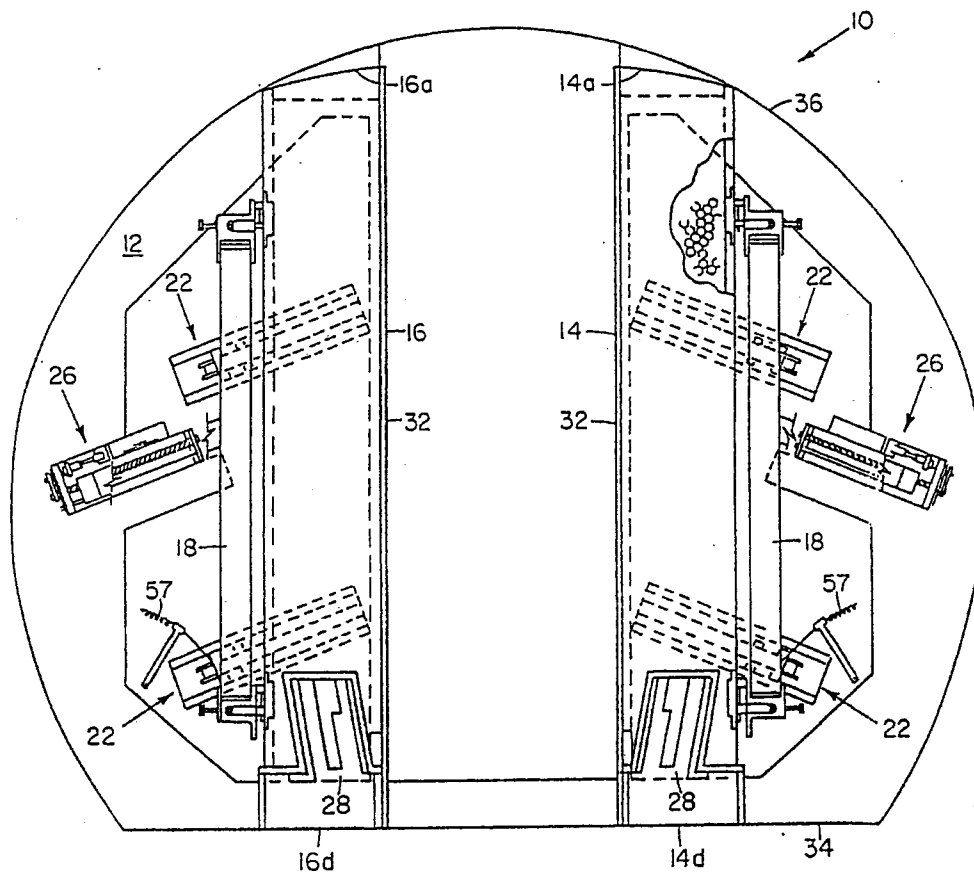


FIG. 2

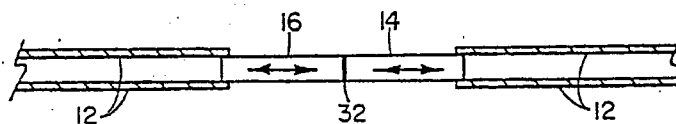


FIG. 2A

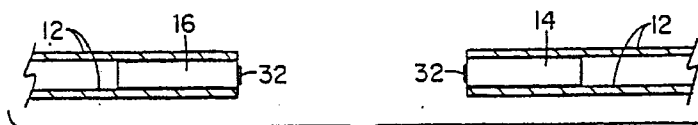


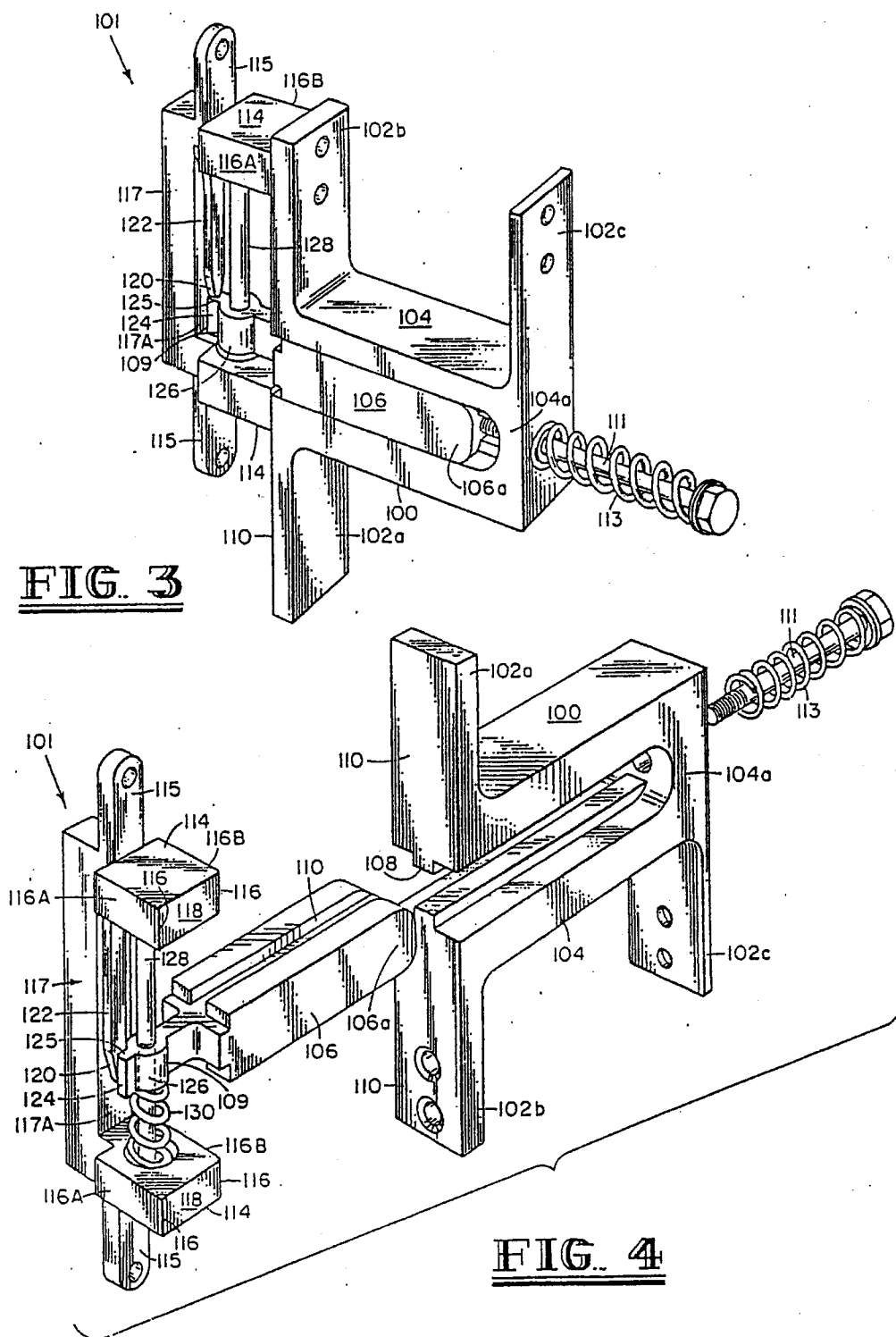
FIG. 2B

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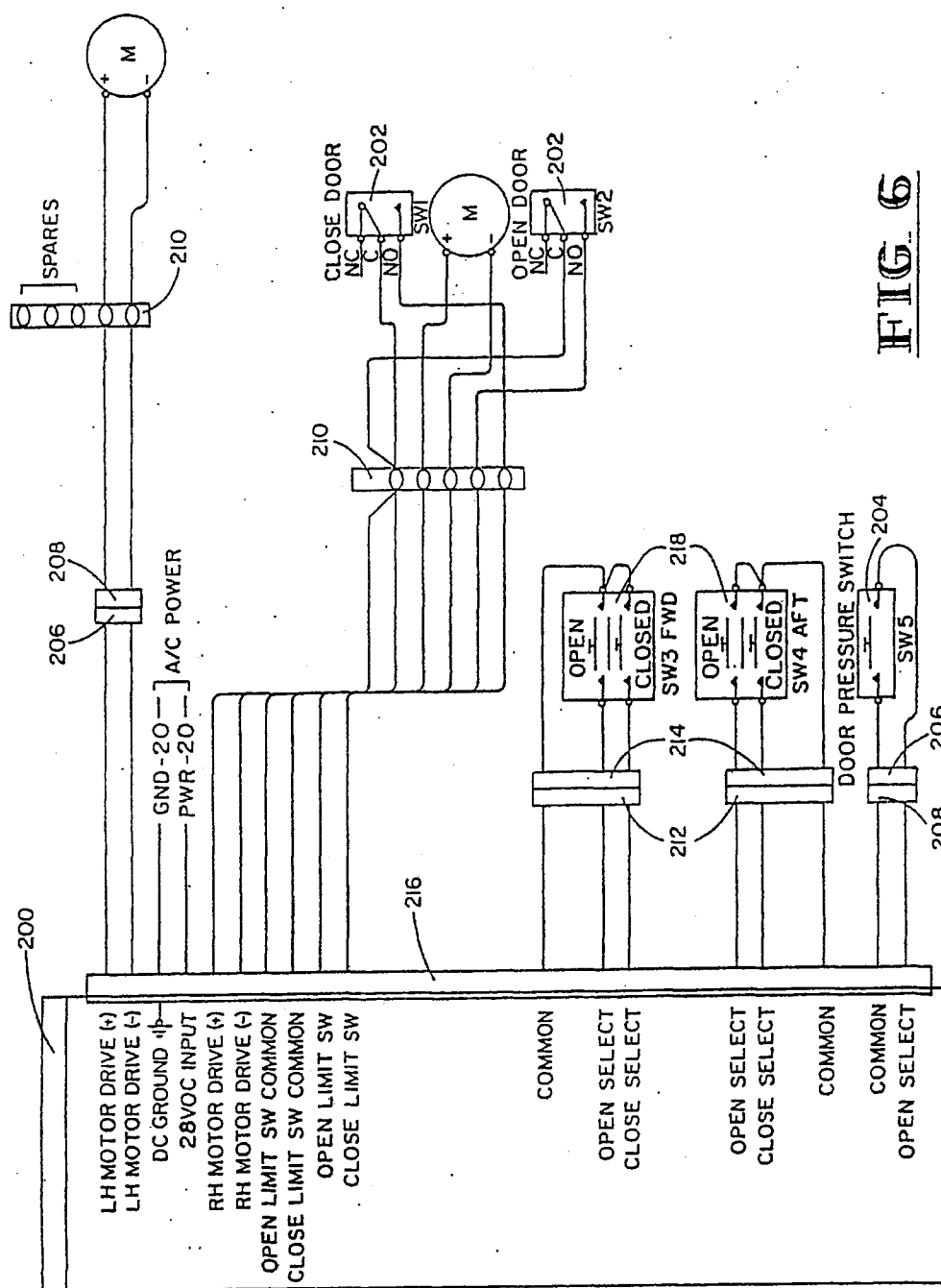


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1

SLIDING POCKET DOOR FOR AIRCRAFT USE CAPABLE OF NON-DESTRUCTIVE BLOW-OUT

FIELD OF THE INVENTION

Present invention relates to a sliding pocket door for use in the interior of a cabin class aircraft, which door is capable of nondestructive blow-out and, more particularly, a pocket door with extensible hinges that are capable of allowing the pocket door segments to drop vertically on their axes of rotation as the door segments rotate out of their sliding plane.

BACKGROUND

Aircraft interiors, especially those of large corporate jets, are often subject to extensive modifications of their interior to fit the needs of individual corporate clients. Aircraft interior designers often prefer to use doors which slide into pockets in the bulkhead because such doors are more aesthetically pleasing and will allow greater latitude of design. These doors are called "pocket doors" and consist of two segments which slide horizontally in a common sliding plane, which sliding plane is perpendicular to the floor of the aircraft interior. When the door is in a closed position, the door segments present a uniform plane parallel to the bulkhead into which they recess (the "pockets"), thereby giving the interior designer an unbroken plane on which to create designs. When the pocket door is in an open position, the door segments are recessed into the bulkhead pockets and the passengers can pass through.

However, Federal Aviation Agency regulations require doors of an aircraft interior to be capable of withstanding nondestructive blow-out. That is, if there is sudden decompression in one portion of the aircraft interior, the aircraft door must be capable of blowing out without shattering. The purpose of such nondestructive blow-out is to avoid injury to aircraft occupants by flying debris.

Presently, aircraft utilizing pocket doors contain blow-out panels whereby sections of the door segments are releasably retained to the door segments by means of lanyards.

SUMMARY OF THE INVENTION

The pocket door of the present invention represents an improvement over the previous blow-out doors in that it is capable of nondestructive blow-out when in a closed position by means of a unique extensible hinge. The extensible hinge allows rotation of the door segments out of their sliding plane during blow-out.

More specifically, the present invention relates to door segments to that articulate about their axes of rotation during blow-out while their axes are simultaneously moving parallel to the sliding plane. This combination of rotation simultaneous with movement of their axes allows the door segments to clear the bulkhead and to clear the hinges.

It is also the purpose of this invention to allow the pocket door segments to move vertically along their axes of rotation as their axes are moving parallel to the sliding plane. The purpose of such vertical movement of the pocket door segments being to allow the door segments to clear curved headliners. Retractable footers at the base of the door segments allow the bottom portion of the door segments to retract allowing the door to drop vertically and clear curved headliners.

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It is the further purpose of this invention to provide for aircraft doors recessible into bulkhead pockets which doors, when in a closed position, allow a clean plane to be presented to the aircraft occupants and, in particular, allow the hinges to be hidden from view.

DESCRIPTION OF THE DRAWINGS

FIG. 1 is a perspective view showing the interior of the pocket door segments and the bulkhead.

FIG. 1A is a perspective view of the carrier means and channel apparatus.

FIG. 1B is an elevational view of the footers with a cutaway of the interior mechanism thereof.

FIG. 2 is an elevation of the pocket doors in an open position also showing views of the interior of the bulkhead.

FIGS. 2A and 2B are cross-sectional elevations of the pocket door in open and closed positions and illustrating the pockets in the bulkheads.

FIG. 3 is a perspective of the hinge and its normal operating position.

FIG. 4 is an exploded perspective of the hinge in its rotated or blow-out position.

FIG. 5 is a cross-sectional elevation of the interior of the motor and drive mechanism of the pocket door.

FIG. 6 is the schematic for the electric drive circuitry of the pocket door.

BRIEF DESCRIPTION OF THE PREFERRED EMBODIMENT

The following description applies to aircraft interiors regardless of whether the interior has a curved or a flat headliner but the description is also more particularly adapted to the invention as it relates to aircraft interiors with curved headliners and the additional structure required therefore.

FIG. 1 illustrates pocket door 10 operatively attached to aircraft bulkhead 12, inside of an aircraft, usually a cabin class twin, or larger. Pocket door 10 consists of two sliding door segments 14 and 16. Door segment 14 will sometimes be referred to as the right hand door segment and door segment 16 will sometimes be referred to as the left hand door segment. Door segments 14 and 16 are attached to carrier means 18 by articulation means 20. Carrier means 18 is attached to track means 22 which is, in turn, located on and fixed to bulkhead 12. Drive arm 24 connects carrier means 18 to drive means 26. Footers 28 are adapted to slide retractively into door segments 14 and 16 in a manner described more fully below.

Generally, right hand door segment 14 and left hand door segment 16 are bilaterally symmetrical along axis 30. As can be seen in FIG. 1, door segments 14 and 16 are generally tabular with substantially similar exterior dimensions. They are sized and shaped to fit within the bulkhead pockets as seen in FIG. 2A and 2B. Although the general outline of door segments 14 and 16 is tabular, upper edges 14A and 16A may be curved as necessary to conform to curved aircraft headliner 36. As can also be seen in FIG. 2, 2A and 2B, door segments 14 and 16 slide between a closed position as illustrated in FIG. 2A and an open position as illustrated in FIG. 2B. It can also be seen in FIG. 2B that when pocket door 10 is closed, articulation means 20 are hidden from view of the aircraft occupants, being recessed into the pockets of bulkhead 12. It can be seen that door segments 14 and 16 slide in the same plane, that plane being parallel to the plane of bulkhead 12. This plane will be referred to

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as the "sliding plane." In the closed position (FIG. 2A), side 14B of door segment 14 and side 16B of door segment 16 meet in a generally flush attitude at axis 30.

Returning to FIG. 1, it is seen that carrier 18 generally lies parallel to the longitudinal axis of door segments 14 and 16 and attaches to sides 14C and 16C of door segments 14 and 16 respectively. In the preferred embodiment, articulation means 20 are located at two locations along sides 14C and 16C, respectively, in such a manner as to provide vertical support along the longitudinal axis of door segments 14 and 16.

Door segments 14 and 16 are preferably constructed of a strong, durable, lightweight material that will not warp or bend. Aluminum honeycomb is such a material and is available from Alcoa Aluminum. Along sides 14B and 16B are located pressure sensitive strip switches 32, which will, in the electrical embodiment of the invention, de-energize drive means 26 when pressure is exerted thereon. This also acts as a safety feature to prevent one from getting trapped between door segments 14 and 16 as pocket door 10 closes. Pressure sensitive strip switches 32 can be seen in FIG. 2B and FIG. 6.

In operation, pocket door 10 opens and closes either manually or when a conveniently located electrical switch is activated. The switch energizes drive means 26 which is powered by the aircraft's electrical system. If pocket door 10 is in an open position, it will close when the switch is activated. If it is in a closed position, it will open. Track means 22 along which door segments 14 and 16 ride, are set at an angle to the plane of floor 34 of the aircraft interior, when headliner 36 is curved, and are set parallel to floor 34 (and perpendicular to carrier 18) when a flat headliner is used (not shown). This allows door segments 14 and 16 to rise toward curved headliner 36 as door segments 14 and 16 move from an open position to a closed position. As door segments 14 and 16 rise, biased footers 28 allow lower edges 14D and 16D to extend downwards to maintain contact with floor 34. When pocket 10 is fully closed, pressure sensitive strip switch 32 de-energizes drive means 26 and door segments 14 and 16 are flush with bulkhead 12, floor 34, curved headliner 36, and with each other in the sliding plane. Thus, pocket door 10 meets in a substantially unbroken plane, bulkhead 12 while articulation means 20 remain hidden from view of aircraft occupants. This allows the aircraft interior designer greater latitude, having a substantially unbroken plane in which to decorate. Moreover, when pocket door 10 is in the open position, there are no headers or other structure between floor 34 and curved headliner 36.

A set of two track means 22 (per door segment) are preferably located at two places along carrier means 18 so as to provide vertical support and tracking to carrier means 18 and ultimately to door segments 14 and 16. Track means 22 are more readily visible in FIG. 1A. Track means 22 consists of two parts, channel 22A and slide 22B. In the preferred embodiment, channel 22A is rigidly attached to carrier means 18. Slide 22B is rigidly mounted to bulkhead 12. Channel 22A is adapted to receive slide 22B and move freely thereon.

FIG. 1B illustrates the extensible footers 28. As door segments 14 and 16 open and close in normal use, they rise and fall in the sliding plane so as to fit flush with curved headliner 36 when pocket door 10 is closed. This accounts for the non-normal (non-perpendicular) angular relation between longitudinal axis 30 and track means 22. To maintain a flush relation between floor 34

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and lower edges 14D and 16D, footers 28 rise into their respective door segments 14 or 16 as pocket door 10 opens, and fall as it closes. Of course, in an alternate embodiment for use with a flat headliner (not shown) door segments 14 and 16 will not rise and fall as pocket door 10 opens and closes, in which case footers 28 will not be required.

Tracks 41A and 41B enclose guide bars 43A and 43B to allow for extension and retraction of footers 28. Anchors 45A and 45B fix cables 47A and 47B to the top of guide bars 43A and 43B, respectively. Cables 47A and 47B loop around pulleys 49A, 49B and 51 and join together at 53 to form single cable 55 which is spring 57A and pivot bar 57B loaded at 57 as seen in FIG. 1.

When sudden cabin decompression occurs or other pressure is suddenly exerted upon door segments 14 and 16 when they are in the closed position, articulation means 20 allows door segments 14 and 16 to rotate out of the sliding plane while simultaneously dropping toward floor 34. The dropping downward along the rotation axes—represented by sides 14C and 16C—occurs simultaneously with retraction of footers 28 into door segments 14 and 16. This downward movement as door segments 14 and 16 rotate out of the sliding plane allows upper edges 14A and 16A to clear curved headliner 36. If door segments 14 and 16 did not shift downward, upper edges 14A and 16A would strike and damage curved headliner 36 or pocket door 10 when door segments 14 and 16 rotated out of the sliding plane. The purpose, then, of articulation means 20, is to allow a compound motion: the rotation of one or both of door segments 14 and 16 in either direction out of the sliding plane, while simultaneously allowing a shift downward along their axes of rotation. The unique design of articulation means 20, as more specifically set forth in FIGS. 3 and 4 and described below, accomplishes such a purpose.

FIGS. 3 and 4 illustrate articulation means 20. FIG. 3 illustrates articulation means 20 in normal operating or "loaded" position prior to emergency release and rotation of door segments 14 and 16 out of the sliding plane. FIG. 4 illustrates articulation means 20 as it appears in the emergency, "unloaded", or "blow-out" position when door segments 14 and 16 lie out the sliding plane.

FIGS. 3 and 4 illustrate the two main components of articulation means 20. They are frame 100 and extensible turret 101. Frame 100 contains carrier support arms 102A, 102B, and 102C which anchor articulation means 20 by screws or other fastener means to carrier means 18. Frame 100 also comprises of, as a bulk center section, receiving block 104. As can be seen in FIGS. 3 and 4, receiving block 104 is shaped to confine therein sliding block 106 of turret 101 with receiving block 104 and sliding block 106 engageable in male/female relation. Sliding block 106 contains guide channel 110 therein which "mates" with guide track 108 of receiving block 104. Guide track 108 and guide channel 104 maintain proper alignment of frame 100 and turret 101 during emergency rotation of door segments 14 and 16 when they are forced to rotate out of the sliding plane. Bolt 111 is threaded into distal end of sliding block 106A and extends slidably through receiving block end 104A. It contains thereon spring 113 to bias sliding block 106 towards receiving block end 104A. As adjusting bolt 111 is threaded into distal end of sliding block 106A, spring 113 is compressed and turret 101 is thereby forced against frame 100, the magnitude of such force being a function of the compression of spring 113. The

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greater the compressive force, the greater force required to rotate turret 101 off frame 100 as described in more detail below.

Turret 101 is extensible and rotatable during emergency release of door segments 14 and 16. As can be seen from FIGS. 3 and 4, turret 101 lays against bearing face 110 of frame 100. Standoff blocks 114 abut bearing face 110. Bearing face 110 is located on carrier support arms 102A and 102B lateral to the female opening of receiving block 104. Turret 101 contains door support members 115 which preferably locate and fix turret 101 to door segments 14 or 16. Thus, door segments 14 and 16 are attached to turret 101, and carrier means 18 is attached to frame 100. Frame 100 and turret 101 are operatively engaged along shaft 128 as more fully set forth below. Standoff blocks 114 have faces 116A and 116B, and loaded releasing face 118 thereon. When door segments 14 and 16 are in their normal or loaded position (normal meaning in the sliding plane) releasing faces 118 of standoff blocks 114 are in flush relation to bearing surface 110 and located as illustrated in FIG. 3. When door segments 14 and 16 are in a "blow-out" or unloaded position, having rotated out of the sliding plane, turret 101 is in the position illustrated in FIG. 4, with either faces 116A or 116B flush with bearing face 110 (depending upon which way door segments 14 and 16 rotated). Releasing face 118 meets unloaded faces 116A and 116B at pivot edges 116. Standoff blocks are part of turret block 117 which makes up the backbone of turret 101.

As can be seen in FIGS. 3 and 4, turret 101 contains door support members 115 thereon. On inside face 117A of turret block 117 is located release ridge 122. Release ridge 122 is integral with face 117A and projects outward therefrom. At one end of release ridge 122 is located a tapered release shoulder 120.

At distal ends of turret block 117 are located standoff blocks 114, with shaft 128 extending therebetween. Shaft 128 is located in the sliding plane. As can be seen in FIGS. 3 and 4, shaft 128 extends through extension 109 and within extension channel 126. Release tongue 124 is part of extension 109. When pocket door 10 is in the normal position, release shoulder 120 perches atop release tongue 124 as seen in FIG. 3. Extension channel 126 acts as a bearing surface along which shaft 128 may slide during emergency blow-out of pocket door 10. Bias means 130 will bias door segments 14 and 16 downward when such blow-out occurs.

Articulation means 20, when pocket door 10 is in a normal position and operating normally between an open and closed position, serves only one purpose. That is simply to mount door segments 14 and 16 to carrier means 18. In fact, if this were the only function of articulation means 20, there would be no need for them to "articulate." However, if there were a sudden decompression in the aircraft, or a force were exerted normal (perpendicular) to door segments 14 and 16 while they are in the closed position, articulation means 20 would allow door segments 14 and 16 to rotate out of the sliding plane and shift downward on their axes of rotation.

The rotation occurs in the following manner. FIG. 3 illustrates articulation means when the door is in the normal position. A decompressive or perpendicular force is exerted on door segment 14 and/or 16, which causes turret block 117 to rotate. As rotation commences, releasing face 118 will move out of flush relation with bearing face 110 (as shown in FIG. 3) and

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begin to pivot on bearing face 110 along pivot edges 116. At the same time, the flat top of release shoulder 120 will be rotating across support face 125 of release tongue 124. After about 5°-20° of rotation, release shoulder 120 will fall away from support face 125, allowing shaft 128 to slide through extension channel 126 and door segment 14 or 16 to drop toward floor 34 of plane. The dropping of door segments occurs due to gravity and under the urging of bias means 130. As rotation begins, sliding block 106 begins to slide out of receiving block 104 an inboard (towards the longitudinal axis of the fuse) along guide track 108. This maintains their axes of rotation flush with the sliding plane as door segments 14 and 16 rotate out of the sliding plane and shift downward in a response to forces perpendicular to the sliding plane.

Those aircraft with flat headliners will not require door segments 14 and 16 to drop along their respective axes of rotation as they blow-out because there is no curved headliner to "clear." In such aircraft, articulation means 20, as described, need only be modified by placement of a spacer sleeve or collar over shaft 128 between upper standoff block 118 (as seen in FIG. 3) and support face 125. In the alternative, articulation means 20 could be manufactured with release shoulder 120 shaped as an inverted "T" and thus prevent the dropping along the rotation axes.

FIG. 5 shows the detail of drive means 26. There are two drive means, each one operating door segment 14 or 16. Motor and gear head 40 are preferably electrical and are available through Micro-Mo, 742 2nd Avenue, St. Petersburg, Fla. 33701. They operate off the electrical systems of the aircraft as more fully set forth below. Motor and gear head 40 are operatively coupled to friction clutch 42 through universal coupling 44. Drive end of friction clutch 42 turns primary toothed pulley 46 which in turn drives secondary toothed pulley 48 through belt means. Secondary toothed pulley 48 turns lead screw 52. Attached means 54 rides longitudinally along lead screw 52 and guide bar 56, thus is connected to drive arm 24 for opening and closing pocket door 10. Appropriate mounting brackets 58 locate and secure components as shown in FIG. 5.

FIG. 6 shows electrical circuitry of the pocket door. The components are listed below on Table No. 1. They are all available from Steecon Enterprises, Inc., 18421 Gothard Street, Huntington Beach, California 92648.

TABLE 1

Number	Quantity	Description
200	1	Controller
202	2	Limit switch
204	1	Door pressure switch
206	2	Socket housing
208	2	Pin housing
210	2	Thermal strip
212	2	Plug (socket)
214	2	Plug (pin)
216	1	Plug
218	2	Switch plate (micro-touch)

All wire is AWG20. All wiring should comply with MIL-Spec 22759 and all electrical components should be installed per FAR 4313, Chapter 11, Section 7. Spiral wraps (not shown) are used as required. All circuitry and components, including controller 200 is commercially available from Steecon. The circuit design allows a manual override in case of circuit failure.

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It is to be understood that the invention may be used with a sliding pocket door which consists of only a single door which simply slides from one bulkhead pocket across the opening to abut a jamb opposite the pocket. In such a case, of course, only a single set of articulation means would be required, but their structure and function would be identical to those described for use with two door segments.

Although the invention has been described in connection with the preferred embodiment, it is not intended to limit the invention to the particular form set forth, but on the contrary, it is intended to cover such alternatives, modifications, equivalents as may be included within the spirit and scope of the invention as defined by the appended claims.

We claim:

1. For use in an aircraft interior, a pocket door capable of remaining intact during decompressive blow-out of the pocket door comprising:

at least one generally tabular door segment comprised of durable but lightweight materials and sized to fit within a bulkhead of the aircraft interior;

means for mounting said door segment to the aircraft interior wherein said mounting means is capable of sliding said door segment between an open position and a closed position, the open position allowing passage through the door and the closed position preventing such passage; and

extensible articulation means for attaching said door segment to said mounting means, said extensible articulation means for allowing said door segment to rotate from a pre-rotation position in the sliding plane to a post-rotation position out of the sliding plane when the door is in a substantially closed position while simultaneously allowing the axis of rotation to shift inboard with respect to said mounting means, said extensible articulation means recessed within the bulkhead of the aircraft interior and hidden from the view of an occupant of the aircraft;

wherein the combined motion of rotation and shifting prevents interference between said door segment and the aircraft interior when sudden pressure on the door causes a blow-out.

2. For use in an aircraft interior, a pocket door capable of remaining intact during decompressive blow-out of the pocket door comprising:

at least two generally tabular door segments comprised of durable but lightweight materials and sized to fit within a bulkhead of the aircraft interior;

means for mounting said door segments to the aircraft interior wherein said mounting means is capable of sliding said door segments between an open position and a closed position, the open position allowing passage through the door and the closed position preventing such passage, said mounting means for sliding each of said door segments in a substantially common sliding plane; and

extensible articulation means for attaching said door segments to said mounting means, said extensible articulation means for allowing said door segments to rotate from a pre-rotation position in the sliding plane to a post-rotation position out of the sliding plane when the door is in a substantially closed position while simultaneously allowing their respective axes of rotation to shift inboard with re-

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spect to said mounting means, said extensible articulation means recessed within the bulkhead of the aircraft interior and hidden from the view of an occupant of the aircraft;

wherein the combined motion of rotation and shifting prevents interference between said door segments and the aircraft interior when sudden pressure on the door causes a blow-out.

3. For use in an aircraft interior, a pocket door capable of remaining intact during decompressive blow-out of the pocket door comprising:

two generally tabular door segments comprised of durable but lightweight materials and sized to fit within a bulkhead of the aircraft interior;

means for mounting said door segments to the aircraft interior wherein said mounting means is capable of sliding said door segments between an open position and a closed position, the open position allowing passage through the door and the closed position preventing such passage, said mounting means for sliding each of said door segments in a substantially common sliding plane; and

extensible articulation means for attaching said door segments to said mounting means, said extensible articulation means for allowing said door segments to rotate from a pre-rotation position in the sliding plane to a post rotation position out of the sliding plane when the door is in a substantially closed position while simultaneously allowing their respective axes of rotation to shift inboard with respect to said mounting means said extensible articulation means further capable of allowing said door segments to slide their axes while simultaneously shifting inboard said extensible articulation means recessed within the bulkhead and hidden from the view of an occupant of the aircraft;

wherein the combined motion of rotation and shifting prevents interference between said door segments and the aircraft interior when sudden pressure on the door causes a blow-out.

4. The door as described in claim 3:

wherein said mounting means are capable of raising and lowering said door segments with respect to the floor of the aircraft in response to closing and opening the door, such raising and lowering allowing said door segments to fit flush with a curved headliner of the aircraft interior, and

wherein said tabular door segments further comprise extension means for maintaining contact between said door segments and the floor of the aircraft interior during the raising and lowering of the door segments.

5. The door as described in claim 2 or claim 3 wherein said articulation means is capable of resetting said door segments from a post-rotation position to a pre-rotation position in the sliding plane.

6. The door as described in claim 2 or claim 3 wherein said door segments are constructed of an aluminum skin and contain an aluminum honeycombed cellular core.

7. The door as described in claim 2 or claim 3, further including a motor means operatively engaging said mounting means for moving said door segments between the open and the closed position.

8. The door as described in claim 3 wherein said articulation means further includes a means biasing said door segments downward toward the aircraft floor.

9. The door as described in claim 2 or claim 3 further comprising means for adjustably controlling the amount

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of torque required to rotate said door segments out of the sliding plane.

10. An articulation means for use with a sliding pocket door of an aircraft interior, the pocket door comprising at least one door segment, the articulation means comprising:

frame means for mounting the door to an aircraft interior;

engagement means capable of extensibly engaging said frame means along a plane coincidental to the plane in which the door segment slides; and

turret means operatively engaged with said engagement means and attached to the door for rotating the door out of the sliding plane while simultaneously extending said engagement means away from said frame means and for further allowing the door segments to drop along their axes of rotation.

11. A hinge for use with a sliding door, the hinge comprising:

a frame for attaching the sliding door to a door frame, said frame having at least two support brackets, one for attaching said frame to the sliding door and the other for attaching said frame to the door frame, said frame further having walls defining a receiving channel, said frame further having a bearing face, said bearing face adjacent to and perpendicular to said receiving channel, said receiving channel opening at said bearing face;

a turret, said turret comprising two generally rectangular stand-off blocks located at distal ends of a turret strut, said stand-off blocks having stand-off edges, said turret strut having a support ridge on an inner face thereof, said support ridge being parallel

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to said turret strut and having a shoulder at one end thereof, said turret further having at least two turret arms for attaching said turret to the sliding door, said turret further comprising a rod extending medially between said stand-off blocks and parallel to said support ridge of said turret strut; a receiving block with a first and a second end, said receiving block dimensioned to slidably engage said receiving channel at the first end thereof and adapted to receive therein said rod of said turret at the second end thereof, the second end further having thereon a support means, said support means adapted to receive on an upper surface thereof said shoulder of said support ridge;

means biasing said receiving block into said receiving channel;

means maintaining proper alignment between said receiving block and said receiving channel; and

means biasing said shoulder against said support ridge, wherein said stand-off blocks rest in flush relation with said bearing face of said frame and said shoulder rests on said support means during normal operation of the sliding door, but when the sliding door is rotated, said turret rotates along said rod with said stand-off blocks rotating off said bearing faces along said stand-off edges and simultaneously allowing said receiving block to move partially out of said receiving channel, said rotation further allowing said shoulder to disengage said support means and thereby allowing said turret to slide along its axis of rotation, allowing the door to move vertically with respect to said frame.

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February 20, 2008

BY TELECOPY and PDF
912/965-4764

John J. Neely, III, Esq.
Deputy General Counsel
Gulfstream Aerospace Corporation
500 Gulfstream Road
Savannah, GA 31407

RE: Steecon Enterprises, Huntington Beach, CA

Dear Mr. Neely:

Good afternoon. I am writing in response to your letter of February 18, 2008, which we received yesterday, February 19, 2008.

Up until mid-June 2005, Steecon Enterprises supplied Gulfstream interior sliding pocket doors for use in the G200s. The five Steecon part numbers associated with those doors were: 3519-091-4, 3519-092-3, 3519-100-3, 3519-115-3 or -4, and 3519-118-4. To the best of our understanding, the last G200 on which Steecon interior sliding pocket doors were installed was aircraft number G200-114. Further, our information is that Gulfstream has or had Steecon's drawings associated with all of the foregoing Steecon doors.

Per your request, I am enclosing a copy of the patent entitled, "Sliding Pocket Door for Aircraft Use Capable of Non-Destructive Blow-out." This patent issued on February 5, 1991 under patent number 4,989,808. At this early stage of the process, frankly all aspects of the interior sliding pocket doors and door assemblies that Gulfstream has installed in G200s after G200-114 are of concern to us.

The purpose of the meeting in Dallas is to review two groups of items: (1) an example of all versions, variations and/or designs of the interior sliding pocket doors used by Gulfstream in all G200s manufactured after G200-114 and (2) the corresponding drawings for each of those versions, variations and/or designs of such doors. It may be that Gulfstream has used only one interior sliding pocket door in G200s since G200-114. If so, the items for us to review in Dallas will be relatively limited. My guess (which you can confirm or dispel) is that we are probably looking at only a handful of different versions of interior sliding pocket doors for the G200s.

John J. Neely, III, Esq.
February 20, 2008
Page 2

While in Dallas, we are particularly interested in reviewing an exemplar of and the drawings for the interior sliding pocket doors installed on aircraft G200-149. To assist you in gathering those items for our review, the identification tag on one of the doors in that jet is: D00165-903, REV N/C MFG 11-6-06, JOB# 167403-3-1.0.

I believe this is all of the information requested in your letter. Please forward the non-disclosure agreement for my review at your earliest convenience. In addition, it is very important that we obtain proposed dates from you as soon as possible for the meeting in Dallas.

Thank you in advance for your attention to these matters.

Very truly yours,

PULMAN, CAPPUCIO & PULLEN, LLP


David Lopez

cc: Enclosure

K:/Steecon/Correspo/Ltr-Neely.02

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STEECON, INC. a/k/a
STEECON CORPORATION and
STEECON ENTERPRISES,

DEPUTY

IN THE DISTRICT COURT

BY _____

Plaintiff,

v.

GULFSTREAM AEROSPACE LP,
GULFSTREAM 100 HOLDINGS, LLC
and GULFSTREAM AEROSPACE
CORPORATION OF TEXAS,

166th

JUDICIAL DISTRICT

Defendants.

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION, REQUEST FOR
INJUNCTIVE RELIEF AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff STEECON, INC. a/k/a STEECON CORPORATION and STEECON ENTERPRISES complaining of and seeking damages from and injunctive relief against Defendants GULFSTREAM AEROSPACE LP, GULFSTREAM 100 HOLDINGS, LLC and GULFSTREAM AEROSPACE CORPORATION OF TEXAS. In support thereof and as causes of action, Plaintiff shows as follows:

**I.
DISCOVERY LEVEL**

Plaintiff intends to conduct discovery under Level 3 of Rule 190.4 of the Texas Rules of Civil Procedure.

II. **PARTIES**

Plaintiff STEECON, INC. a/k/a STEECON CORPORATION and STEECON ENTERPRISES ("Steecon") is a California corporation with its principal place of business in Huntington Beach, California.

Defendant GULFSTREAM AEROSPACE LP ("Gulfstream") is a Texas limited partnership with its principal place of business at 7440 Aviation Place, Dallas, Texas. Said Defendant may be served citation by serving its registered agent for service of process, CT Corporation System, 350 North St. Paul Street, Dallas, Texas 75201.

Defendant GULFSTREAM 100 HOLDINGS LLC is the General Partner of Gulfstream and conducts business in Texas. Said Defendant may be served at 500 Gulfstream Road, M/S B-06, P.O. Box 2206, M/A B-06, Savannah, Georgia 31402.

Defendant GULFSTREAM AEROSPACE CORPORATION OF TEXAS ("Gulfstream Corp.") is a Texas corporation with its principal place of business in Savannah, Georgia. Said Defendant may be served citation by serving its registered agent for service of process, CT Corporation System, 350 North St. Paul Street, Dallas, Texas 75201.

Sometimes herein, Steecon uses the term "Gulfstream" to refer to Gulfstream Aerospace LP, Gulfstream 100 Holdings LLC and Gulfstream Aerospace Corporation of Texas collectively.

III. **JURISDICTION**

This court has jurisdiction over the controversy in that one or more of the Gulfstream entities committed breaches of contract, torts and other wrongful acts, as a result of which Steecon has suffered monetary damages far in excess of the minimal jurisdictional limits of the court.

IV. FACTS

A. Steecon and the Gulfstream Entities

Steecon designs and manufactures interior sliding pocket doors for use in business and corporate jet aircraft. Steecon is well-known in the industry for innovative pocket door technology including a door that contains a "Blow-Out Hinge" with "drop down" and "reset" features (hereinafter the "Steecon pocket door") to protect passengers from injury and the aircraft interior from damage in the event of sudden air decompression. Steecon's customers include or have included major aircraft manufacturers such as Boeing BBJ, Bombardier, Dassault, Airbus ACJ and Gulfstream.

Gulfstream Corporation is a wholly-owned subsidiary of defense manufacturer General Dynamics Corporation. Gulfstream Aerospace LP and Gulfstream Aerospace Corporation of Texas are the Texas affiliates of Gulfstream Corporation. According to Gulfstream's website, the Gulfstream companies have "produced more than 1,500 aircraft for corporate, government, private and military customers around the world," including the Gulfstream G200 business jet. Gulfstream Corp. and Gulfstream perform extensive completion work on G200 jets at a facility in Dallas, Texas, including interior finish out work such as the installation of interior sliding pocket doors.

B. Steecon Supplied Interior Sliding Pocket Doors to Gulfstream

Beginning in June 2002, Steecon sold pocket doors including the Blow-Out Hinge, drop down feature and reset feature to Gulfstream for installation in G200 jets. By January 2003, Steecon became an "approved" Gulfstream supplier. In 2003 and 2004, Steecon received commendations from Gulfstream in recognition of the fact that Steecon's doors met Gulfstream's strict quality standards.

Over a period of years, from roughly 2003 to 2005, Steecon devoted substantial time and effort to creating a complex and intricate set of drawings relating to the Steecon pocket door with the Blow-Out Hinge, drop down feature and reset feature (hereinafter the "drawings"). Steecon's drawings were and are its confidential business information. Each page of the drawings contains the following legend:

STEECON CORPORATION PROPRIETARY RIGHTS ARE INCLUDED IN THE INFORMATION DISCLOSED HEREIN. RECIPIENT BY ACCEPTING THE DOCUMENT AGREES THAT NEITHER THIS DOCUMENT NOR THE INFORMATION DISCLOSED HEREIN NOR ANY PART THEREOF SHALL BE REPRODUCED OR TRANSFERRED TO OTHER DOCUMENTS OR USED OR DISCLOSED TO OTHERS FOR MANUFACTURING OR FOR ANY OTHER PURPOSE EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY STEECON CORPORATION.

In addition, Steecon attached a cover page to its drawings that stated in large-font, bold-type and underlined text:

THESE DRAWINGS ARE PROPRIETARY
TO STEECON ENTERPRISES
DO NOT DUPLICATE.

Steecon's sales of the Steecon pocket door to Gulfstream for use in G200 aircraft lasted until about mid-2005. In or about June 2005, Steecon delivered its last interior sliding pocket door with a Blow-Out Hinge, drop-down feature and reset feature to Gulfstream for use in the G200. Upon information and belief, the last Steecon pocket door sold to Gulfstream was installed in a G200 jet bearing Serial No. 114. Thus, from mid-2002 to mid-2005, Steecon sold Gulfstream a total of about sixty-three (63) pocket doors having the Blow-Out Hinge and reset feature (some with and some without the drop down feature) for installation in G200 aircraft.

Steecon sold the interior pocket doors to Gulfstream for \$16,000 each. Steecon enjoyed a thirty percent (30%) to thirty-five percent (35%) profit margin on those doors, the equivalent of \$4,800 to \$5,600 in profit per door sold to Gulfstream.

C. Gulfstream Demands to Review and Receive Steecon's Confidential Drawings

In 2004 and 2005, Gulfstream sent one of its employees, Peggy Roberts, to Steecon's offices in California for approximately a week to examine Steecon's confidential drawings relating to the Steecon pocket doors at issue in this case. According to Gulfstream, the sole reason and purpose for its review of Steecon's confidential drawings was to obtain Federal Aviation Administration ("FAA") certification of the Steecon pocket doors.

In response to Gulfstream's demand, Steecon permitted Gulfstream to review its drawings solely for the limited purpose of obtaining such FAA certification and on the condition and agreement that Gulfstream would respect and maintain the confidentiality of the drawings. In addition to containing the legend set forth above, Steecon's drawings were marked "Confidential." In the course of having Ms. Roberts review Steecon's drawings, Gulfstream obtained highly confidential and proprietary information about Steecon's interior sliding pocket doors with Blow-Out Hinge, drop down feature and reset feature. Gulfstream agreed to respect and maintain the confidentiality of Steecon's drawings and to use the drawings solely and exclusively for the limited purpose of obtaining FAA certification of the Steecon pocket doors. Moreover, through its employee John Shannon, Gulfstream represented to Steecon that Steecon's drawings would be placed in Gulfstream's "document control system" and, thereby, would be safeguarded from disclosure and improper use.

In reliance on Gulfstream's promises, agreements and representations, Steecon provided Gulfstream a copy of its confidential drawings.

D. Steecon Learns of Gulfstream's "Copycat" Doors

In mid-2007, quite by accident, Steecon received information from the owner of a G200 jet in which Gulfstream had installed an apparent simulation or "knock off" of Steecon's interior sliding pocket door with the Blow-Out Hinge, drop-down feature and reset feature. According to that information, Gulfstream's "copycat" pocket door contains various parts and includes the Blow-Out Hinge, drop down feature and/or reset feature similar or identical to parts and features depicted in Steecon's drawings. Further, according to this information, Gulfstream's "knock off" pocket door appears to operate in the same manner as the interior sliding pocket door with Blow-Out Hinge and related features depicted in Steecon's drawings.

E. Gulfstream Misuses Steecon's Confidential Drawings and Information

Upon information and belief, Gulfstream used confidential information it obtained from Steecon to design, create, produce and/or improve its own version or copy of the Steecon pocket door. Based on information and belief, Gulfstream used confidential information it obtained from Steecon to accelerate Gulfstream's development of copies of Steecon's pocket door with the Blow-Out Hinge and related features.

Upon information and belief, at some point after it first bought interior sliding pocket doors from Steecon, Gulfstream determined that it could more cheaply produce "knock offs" of those doors or save money by making such doors on its own, rather than buying them from Steecon.

Gulfstream breached its agreements with Steecon to respect and protect the confidentiality of the information and drawings obtained from Steecon relating to the pocket door at issue. Gulfstream breached its agreements with Steecon to use Steecon's drawings for the sole and limited purpose of obtaining FAA certification of the doors.

F. Through Its Wrongful Conduct, Gulfstream has Made Millions of Dollars at Steecon's Expense

By this suit, Steecon seeks breach of contract and tort damages for each and every interior sliding pocket door sold by Gulfstream since mid-2005 that simulates the blow-out hinge, drop down feature and/or reset feature depicted in the Steecon drawings. Such contract and tort damages are not limited to doors sold for G200 jets but extend to all Gulfstream jets in which Gulfstream has installed or currently is installing an interior sliding pocket door that incorporates one or more features of the Steecon door depicted in Steecon's drawings.

Upon information and belief, the last Steecon pocket door delivered to Gulfstream in June 2005 was installed in G200 Serial No. 114. Gulfstream has announced that it soon will deliver its two hundredth G200. Upon information and belief, Gulfstream actually has performed or is in the process of performing completion work on G200 Serial No. 214. On this basis, it appears that Gulfstream has manufactured or is in the process of completing the manufacture of one hundred G200 aircraft since it last purchased and installed a Steecon interior sliding pocket door.

Upon information and belief, at least one interior sliding pocket door (an aft door) is installed in all newly manufactured G200 jets and a second interior sliding pocket door (a forward door) is installed in a substantial majority of those jets. Based on this information, it appears that Gulfstream has sold G200 customers a minimum of one hundred (100) and a maximum of two hundred (200) "copycat" interior sliding pocket doors. Upon information and belief, Gulfstream sells the interior sliding pocket doors at issue to G200 customers at a price of about \$65,000 per door.

Assuming that, to date, Gulfstream has sold 200 "copycat" interior sliding pocket doors, Gulfstream has generated on the order of \$13 million in revenue from such sales – revenue

made possible only by virtue of Gulfstream's breaches of its promises to Steecon, conversion and negligence misrepresentation.

Assuming that Gulfstream had purchased the 200 interior sliding pocket doors from Steecon instead of fabricating and selling "copycat" doors, Steecon would have earned revenue on those sales of about \$3.2 million. Steecon's profit thereon would have ranged from just under \$1 million to over \$1.1 million.

By this lawsuit, Steecon seeks to recover from Gulfstream actual damages, attorney's fees, costs and interest as provided by law and equity. In particular, Steecon seeks compensatory damages from Gulfstream in the form of expectation damages (lost profits) and/or restitution damages (disgorgement). Further, Steecon seeks temporary and permanent injunctive relief.

V. CAUSES OF ACTION

A. Breach of Contract

Plaintiff reasserts and incorporates herein by this reference the allegations set forth above as if duplicated here in full.

Steecon and Gulfstream entered into valid, enforceable agreements whereby Steecon would allow Gulfstream to receive a copy of Steecon's confidential drawings for the sole and exclusive purpose of obtaining FAA certification of Steecon's pocket doors, and not for any other use. By accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be reproduced by Gulfstream, its employees, agents or representatives. By accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be transferred to other documents. By accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be used for

manufacturing or for any other purpose except as specifically authorized in writing by Steecon. By accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be disclosed to others for manufacturing or for any other purpose except as specifically authorized in writing by Steecon.

Steecon performed its portion of the parties' agreements by disclosing its confidential information to Gulfstream and by giving Gulfstream a copy of the Steecon drawings. Gulfstream neglected and/or refused to perform its contractual obligations. Upon information and belief, Gulfstream breached its agreements with Steecon: (1) by using Steecon's drawings for purposes other than obtaining FAA certification for Steecon's pocket doors, (2) by reproducing Steecon's drawings and/or the information disclosed or portions thereof, (3) by transferring Steecon's drawings and/or the information disclosed therein or portions thereof to other documents (tangible or electronic), (4) by using Steecon's drawings and/or the information disclosed therein or portions thereof for designing, (5) by using Steecon's drawings and/or the information disclosed therein or portions thereof for manufacturing, (6) by disclosing Steecon's drawings and/or the information disclosed therein or portions thereof to one or more third-party for its use in manufacturing, (7) by using Steecon's drawings and/or the information disclosed therein or portions thereof for a purpose not specifically authorized in writing by Steecon, (8) by failing to respect and maintain the confidentiality of Steecon's drawings, and (9) by using Steecon's drawings to design, create, produce and/or improve Gulfstream's "copycat" doors.

Steecon has suffered damages as a natural, probable and foreseeable consequence of Gulfstream's breaches of contract. Steecon is entitled to compensation from Gulfstream in an amount in excess of the minimum jurisdictional limits of this court.

Steecon seeks lost profits for each and every copycat of the Steecon pocket door sold by

Gulfstream from 2005 to the present. Steecon requests restitution by a Court order commanding Gulfstream to return all copies of the Steecon drawings to Steecon, along with all documents (tangible and electronic) created by Gulfstream based, in whole or in part, on the Steecon drawings and/or information contained therein.

B. Breach of Implied Contract

Plaintiff reasserts and incorporates herein by this reference the allegations set forth above as if duplicated here in full.

Alternatively, if an express contract is not established, the agreement between Steecon and Gulfstream should be implied-in-fact based on the conduct and actions of Gulfstream. Steecon conditioned its delivery of its confidential drawings to Gulfstream upon an obligation and promise by Gulfstream that it would use the drawings for the sole and exclusive purpose of obtaining FAA certification of Steecon's pocket doors, and not for any other use. Further, by the act of accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be reproduced by Gulfstream, its employees, agents or representatives. By the act of accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be transferred to other documents. By the act of accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be used for manufacturing or for any other purpose except as specifically authorized in writing by Steecon. By the act of accepting Steecon's drawings, Gulfstream agreed that neither those drawings nor the information disclosed therein nor any part thereof would be disclosed to others for manufacturing or for any other purpose except as specifically authorized in writing by Steecon.

Gulfstream breached its agreements with Steecon, to Steecon's substantial financial detriment. In view of Gulfstream's breaches, and its failure and refusal to compensate Steecon for Gulfstream's improper use of Steecon's drawings and confidential information, Steecon is entitled to damages against Gulfstream.

Steecon seeks lost profits for each and every copycat of the Steecon pocket door sold by Gulfstream from 2005 to the present. Steecon requests restitution by a Court order commanding Gulfstream to return all copies of the Steecon drawings to Steecon, along with all documents (tangible and electronic) created by Gulfstream based, in whole or in part, on the Steecon drawings and/or information contained therein.

C. Unjust Enrichment

Plaintiff reasserts and incorporates herein by this reference the allegations set forth above as if duplicated here in full.

In the further alternative, the agreements between Steecon and Gulfstream should be implied-in-law because Gulfstream accepted and derived an enormous benefit from Steecon for which the law implies an obligation to pay to avoid Gulfstream's unjust enrichment. Upon information and belief, Gulfstream used the Steecon drawings and/or confidential information from Steecon to design, create, produce and/or improve its own version or copy of the Steecon pocket doors. Based on information and belief, Gulfstream used the Steecon drawings and/or confidential information obtained from Steecon to accelerate Gulfstream's development of copies of Steecon's pocket doors with the Blow-Out Hinge and related features.

Steecon seeks disgorgement of all revenue received by Gulfstream from all of its sales of copycats or knock-offs of the Steecon pocket door, estimated to be \$13 million in connection with the G200 aircraft alone. Steecon requests that the Court temporarily and permanently

enjoin Gulfstream from selling, advertising and manufacturing any interior sliding pocket doors for aircraft that incorporate or use a blow-out hinge, drop down feature and/or reset feature identical or similar to that of the Steecon pocket door.

D. Promissory Estoppel

Plaintiff reasserts and incorporates herein by this reference the allegations set forth above as if duplicated here in full.

In the further alternative, Gulfstream made promises to Steecon in connection with Gulfstream's receipt of Steecon's drawings and confidential information. In demanding to obtain and accepting Steecon's drawings, Gulfstream promised to use such drawings and Steecon's confidential information for the sole and exclusive purpose of obtaining FAA certification of Steecon's pocket doors, and not for any other use. In demanding to obtain and accepting Steecon's drawings, Gulfstream promised that neither those drawings nor the information disclosed therein nor any part thereof would be reproduced by Gulfstream, its employees, agents or representatives. In demanding to obtain and accepting Steecon's drawings, Gulfstream promised that neither those drawings nor the information disclosed therein nor any part thereof would be transferred to other documents. In demanding to obtain and accepting Steecon's drawings, Gulfstream promised that neither those drawings nor the information disclosed therein nor any part thereof would be used for manufacturing or for any other purpose except as specifically authorized in writing by Steecon. In demanding to obtain and accepting Steecon's drawings, Gulfstream promised that neither those drawings nor the information disclosed therein nor any part thereof would be disclosed to others for manufacturing or for any other purpose except as specifically authorized in writing by Steecon.

Steecon reasonably and substantially relied on Gulfstream's promises to Steecon's

detriment. The fact that Steecon would rely on Gulfstream's promises was not only foreseeable to Gulfstream but actually known to and understood by Gulfstream. Injustice can be avoided only by enforcing the promises made by Gulfstream.

Steecon seeks lost profits for each and every copycat of the Steecon pocket door sold by Gulfstream from 2005 to the present. Steecon requests restitution by a Court order commanding Gulfstream to return all copies of the Steecon drawings to Steecon, along with all documents (tangible and electronic) created by Gulfstream based, in whole or in part, on the Steecon drawings and/or information contained therein.

E. Conversion

Plaintiff reasserts and incorporates herein by this reference the allegations set forth above as if duplicated here in full.

At all times relevant hereto, Steecon was and remains the owner of and person entitled to immediate possession of the Steecon drawings and the confidential information set forth therein. The drawings are personal property, exclusive and confidential in nature. Gulfstream wrongfully exercised dominion and control over Steecon's drawings and confidential information in a manner inconsistent with its rights. For example, upon information and belief, Gulfstream used the Steecon drawings and confidential information in ways departing from the conditions placed on Gulfstream's receipt of such personal property and in repudiation of Steecon's rights therein.

Steecon has been damaged as a proximate result of Gulfstream's conversion of Steecon's property. Steecon seeks actual damages, including lost profits. Steecon asks that the Court order Gulfstream to return all copies of Steecon's drawings to Steecon, along with all documents (tangible and electronic) created by Gulfstream based, in whole or in part, on those drawings and/or information contained therein. Steecon requests that the Court temporarily and

permanently enjoin Gulfstream from selling, advertising and manufacturing any interior sliding pocket doors for aircraft that incorporate or use a blow-out hinge, drop down feature and/or reset feature identical or similar to that of the Steecon pocket door.

F. Negligent Misrepresentation

Plaintiff reasserts and incorporates herein by this reference the allegations set forth above as if duplicated here in full.

In the further alternative, Gulfstream made representations to Steecon in the course of Gulfstream's business as well as in the course of a transaction in which Gulfstream had an interest. ~~Gulfstream represented that it would use Steecon's confidential drawings for the sole~~ and exclusive purpose of obtaining FAA certification of Steecon's pocket doors, and not for any other purpose. Gulfstream represented that neither those drawings nor the information disclosed therein nor any part thereof would be reproduced by Gulfstream, its employees, agents or representatives. Gulfstream represented that neither those drawings nor the information disclosed therein nor any part thereof would be transferred to other documents. Gulfstream represented that neither those drawings nor the information disclosed therein nor any part thereof would be used for manufacturing or for any other purpose except as specifically authorized in writing by Steecon. Gulfstream represented that neither those drawings nor the information disclosed therein nor any part thereof would be disclosed to others for manufacturing or for any other purpose except as specifically authorized in writing by Steecon.

The information supplied by Gulfstream for Steecon's guidance was false. Gulfstream did not exercise reasonable care or competence in obtaining or communicating the information. Steecon justifiably relied on Gulfstream's representations and, as a proximate result thereof, has sustained injury.

Steecon seeks lost profits for each and every copycat of the Steecon pocket door sold by Gulfstream from 2005 to the present. Steecon requests restitution by a Court order commanding Gulfstream to return all copies of the Steecon drawings to Steecon, along with all documents (tangible and electronic) created by Gulfstream based, in whole or in part, on the Steecon drawings and/or information contained therein.

VI.
REQUEST FOR TEMPORARY INJUNCTION

Steecon asks the Court to set its application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants. Steecon seeks an order enjoining Defendants from offering for sale, installing and/or delivering any interior sliding pocket doors for jet aircraft that include the Blow-Out Hinge, drop down feature and/or reset feature depicted in Steecon's drawings, during the pendency of this suit.

VII.
REQUEST FOR PERMANENT INJUNCTION

Steecon asks the Court to set its request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendants, permanently enjoining them from offering for sale, installing and/or delivering any interior sliding pocket doors for jet aircraft that include the Blow-Out Hinge, drop down feature and/or reset feature depicted in Steecon's drawings.

VIII.
CONDITIONS PRECEDENT

To the extent it is necessary to so alleged, Steecon alleges that all conditions precedent to its claim for relief have been performed or have occurred.

IX.

DISCOVERY RULE AND FRAUDULENT CONCEALMENT

Steecon pleads application of the discovery rule. Steecon filed suit against Gulfstream within the requisite time period(s) of when it discovered or in the exercise of reasonable diligence should have discovered Gulfstream's alleged wrongful acts and resulting injury. Therefore, Steecon's claims are not barred by limitations. Steecon further pleads that Gulfstream is estopped from asserting the affirmative defense of limitations due to its fraudulent concealment, which operates to toll the running of the applicable statutes of limitations.

X.

ATTORNEY'S FEES

Plaintiff would further show that as a result of Gulfstream's conduct alleged herein, Plaintiff was compelled to retain the undersigned counsel to represent it in this case. Plaintiff is entitled to and requests recovery for its reasonable and necessary attorney's fees incurred in the prosecution of this action under statutory and common law authority.

XI.

JURY DEMAND

Plaintiff respectfully requests a jury trial on all issues of fact presented in this case and has tendered the requisite fee.

XII.

REQUEST FOR DISCLOSURE

Under Texas Rule of Civil Procedure 194, Steecon requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

XIII.

STATE LAW CLAIMS ONLY

In this pleading, Steecon seeks relief solely under state law and expressly is not asserting any claim arising under federal law or asking the Court to adjudicate or award Steecon any damages

or other relief under federal law.

PRAYER FOR RELIEF

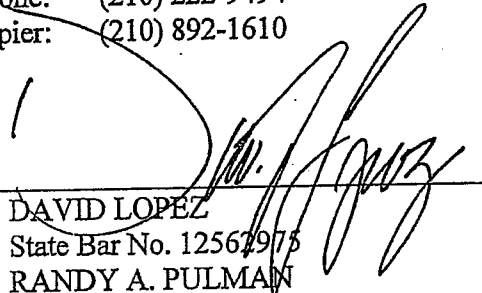
WHEREFORE, Plaintiff STEECON, INC. a/k/a STEECON CORPORATION and STEECON ENTERPRISES requests that Defendants GULFSTREAM AEROSPACE LP, GULFSTREAM 100 HOLDINGS, LLC and GULFSTREAM AEROSPACE CORPORATION OF TEXAS be cited to appear and answer, and that upon final trial before a jury, Plaintiff have judgment against Defendants for actual, consequential and special damages (including but not limited to expectation and restitution damages), prejudgment and postjudgment interest allowed by law, attorney's fees and costs of court through trial and appeal. Plaintiff requests that the Court grant it temporary and permanent injunctive relief against Defendants. Finally, Plaintiff requests any and all further relief to which it may be justly entitled.

Dated: June 4, 2008

Respectfully submitted,

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**ATTORNEYS FOR PLAINTIFF STEECON,
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