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20 **UNITED STATES DISTRICT COURT**  
21 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

22 WAGNER AERONAUTICAL, INC.;  
23 MAMMOTH FREIGHTERS LLC; WILLIAM  
24 WAGNER; and WILLIAM TARPLEY,

25 Plaintiffs,

26 v.

27 DAVID DOTZENROTH; SEQUOIA  
28 AIRCRAFT CONVERSIONS, LLC; CAI  
CONSULTING LTD.; CHARLES WILEY  
DOTZENROTH; ANDREW MANSELL; and  
STEVEN WELO,

Defendants.

Case No. '21CV0994 L AGS

**COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Wagner Aeronautical, Inc.; Mammoth Freighters LLC; William Wagner; and  
2 William Tarpley allege:

3 **NATURE OF ACTION**

4 1. This case concerns theft, deception, and the unjust profiting through the skill,  
5 knowledge, and hard labor of others. Defendants – David Dotzenroth; Sequoia Aircraft  
6 Conversions, LLC; CAI Consulting Ltd.; Charles Wiley Dotzenroth; Andrew Mansell; and  
7 Steven Welo – stole valuable, confidential and proprietary information belonging to Plaintiffs  
8 to develop a competing business converting large passenger aircraft into cargo freighters. The  
9 misappropriated information includes a detailed business plan, a budget and schedule  
10 roadmap, an engineering strategy, a preliminary engineering design and a marketing strategy  
11 that required an investment of thousands of hours of time and millions of dollars to prepare.  
12 Plaintiffs have filed this suit to right that wrong and ask that this Court enjoin Defendants’  
13 direct and indirect use of the stolen information as well as award compensatory damages in an  
14 amount to be determined and punitive damages in excess of \$50 million based on Defendants’  
15 outrageous conduct.

16 2. Plaintiff Mammoth Freighters LLC (“Mammoth” or “Mammoth Freighters”) is  
17 developing a passenger aircraft conversion program – designed by Plaintiff Wagner  
18 Aeronautical, Inc. (“Wagner Aeronautical”) – that takes passenger aircraft and modifies them  
19 to carry cargo for the world’s leading air freight companies. The co-CEOs of Mammoth are  
20 Plaintiffs William Wagner (“Wagner”) and William Tarpley (“Tarpley”), two pioneers in the  
21 passenger-to-freighter aircraft conversion industry. Wagner – the founder and president of  
22 Wagner Aeronautical – has decades of engineering experience crafting successful conversion  
23 programs that have received the requisite Federal Aviation Administration (“FAA”)   
24 certifications. Likewise, Tarpley – the business lead for Mammoth’s conversion program –  
25 has managed numerous aircraft conversion programs during his multi-decade career.

26 3. When Wagner and Tarpley began work on the conversion program, they asked  
27 Defendant David Dotzenroth (“Dotzenroth”) – a long-time friend with connections in the  
28 financial industry but who had little or no aircraft conversion engineering expertise or project

1 management experience – if he would be interested in exploring the possibility of a  
2 collaboration whereby Wagner and Wagner Aeronautical would contribute the engineering  
3 expertise; Tarpley would contribute project management expertise and marketing expertise to  
4 attract potential clients; and Dotzenroth would secure investment capital to fund the  
5 development of the conversion program.

6 4. For nearly three years, Dotzenroth learned the most confidential, proprietary,  
7 and critical details and strategies that Wagner and Tarpley were formulating to make the  
8 conversion program a market leader and success. This included a business plan, a budget and  
9 schedule roadmap, an engineering strategy, and a marketing strategy. Wagner and Tarpley –  
10 not Dotzenroth – created these materials, in which they and the Wagner Aeronautical  
11 engineering team invested thousands of hours and millions of dollars. These materials were  
12 derived in part from more detailed engineering schematics and analyses prepared by Wagner  
13 and Wagner Aeronautical – again, without contribution from Dotzenroth, who is not an  
14 engineer and who lacked the technical know-how to develop a conversion program.

15 5. Wagner and Tarpley took steps to ensure that the business plan, budget and  
16 schedule roadmap, and other materials they prepared remained confidential. When they shared  
17 those documents and that information with Dotzenroth, they did so with the understanding –  
18 shared by Dotzenroth – that the information was proprietary and would remain confidential.  
19 Dotzenroth encouraged Tarpley to add a “copyright insignia” and a “proprietary” label to some  
20 of the documents. Dotzenroth also insisted on signed non-disclosure agreements (“NDAs”)  
21 before disclosure of the materials to other third parties.

22 6. While Wagner and Tarpley produced a plan for a best-in-class conversion  
23 program, Dotzenroth failed to secure funding for the conversion program or contribute in any  
24 meaningful way to the conversion program itself.

25 7. Instead of formalizing their collaboration, the trio broke apart when Wagner and  
26 Tarpley refused – because of Dotzenroth’s meager contributions – to grant Dotzenroth the  
27 sizeable ownership stake in the conversion program that he had demanded.  
28

1           8.       Almost immediately, Dotzenroth began searching for new partners under the  
2 banner of his own entity, Sequoia Aircraft Conversions (“Sequoia”). Rather than approach  
3 new partners with his own program and business plan – which would have cost millions of  
4 dollars to develop, would have required engineering expertise and project management  
5 experience that Dotzenroth lacked, and would have taken several years to complete –  
6 Dotzenroth simply pitched to potential partners the confidential and proprietary roadmap and  
7 business plan developed by Wagner and Tarpley. One such partner was the National Institute  
8 for Aviation Research (“NIAR”) at Wichita State University.

9           9.       Notwithstanding his discussions with NIAR, Dotzenroth recognized the  
10 significance of Wagner’s and Tarpley’s expertise, given that Dotzenroth was using their  
11 intellectual property. In February 2020, Dotzenroth sought Tarpley’s assistance with  
12 Sequoia’s program. Tarpley refused. In March 2020, Dotzenroth met with Wagner to discuss  
13 the conversion program. Wagner also declined to join Dotzenroth’s endeavor.

14           10.       Dotzenroth moved forward without Wagner and Tarpley. On September 29,  
15 2020, Sequoia and NIAR announced a partnership to develop their own conversion program  
16 – a conversion program rooted in Wagner’s and Tarpley’s own work that would compete  
17 directly with them. In a matter of months, with no known source of financing or research and  
18 development effort, Dotzenroth put together materials and a plan that took Wagner and  
19 Tarpley over a year to devise and an investment of more than \$1 million.

20           11.       In launching Sequoia’s competing conversion program, Dotzenroth enlisted  
21 Defendant Andrew Mansell (“Mansell”) and Defendant Steven Welo (“Welo”). Mansell and  
22 Welo understood the value of Plaintiffs’ conversion program because they also had access to  
23 Plaintiffs’ confidential and proprietary information. [REDACTED]

24 [REDACTED]  
25 [REDACTED] Less than a year later, Mansell travelled to California to meet with Wagner to discuss  
26 investment in a conversion program. Although Mansell and Welo must have known that  
27 Sequoia’s conversion program was rooted in Wagner’s and Tarpley’s efforts, they nonetheless  
28 facilitated a funding deal between their investment firm, Split Rock Aviation LLC (“Split Rock

1 Aviation”), and Sequoia. When Split Rock Aviation and Sequoia announced their deal on  
2 February 18, 2021, Wagner and Tarpley knew that Defendants had the investment needed to  
3 begin approaching potential customers and commercializing the conversion program that  
4 Wagner and Tarpley had worked so hard to create.

5 12. Defendants have repeatedly used Plaintiffs’ proprietary intellectual property  
6 against them. Dotzenroth and Sequoia have competed against Plaintiffs for deals with  
7 potential business partners. And Dotzenroth and Sequoia have been approaching companies  
8 identified by Plaintiffs as potential customers for their conversion program, including some of  
9 the biggest names in air cargo. All the while, Dotzenroth and Sequoia are falsely representing  
10 that they own the intellectual property that comprises the conversion program and that  
11 Dotzenroth developed the program through his own expertise and knowledge.

12 13. Plaintiffs have suffered, are suffering, and will continue to suffer both damages  
13 and irreparable harm due to Defendants’ wrongful conduct. Specifically, Defendants have  
14 benefitted from the valuable work they have stolen, wrongfully deprived Plaintiffs of their  
15 competitive edge, and harmed Plaintiffs’ relationships in the conversion industry, including  
16 with potential customers.

17 14. This six-count Complaint alleges claims against Defendants for:  
18 misappropriation of trade secrets under the Defend Trade Secrets Act, misappropriation of  
19 trade secrets under the California Uniform Trade Secrets Act, false advertising under the  
20 Lanham Act, unfair competition, breach of fiduciary duty, and civil conspiracy.

21 **PARTIES**

22 15. Plaintiff Wagner Aeronautical is a California corporation with its principal place  
23 of business in Escondido, California. Wagner Aeronautical is an aerospace engineering  
24 company that was established in 1993 and specializes in developing aircraft conversion  
25 programs. For over 20 years, Wagner Aeronautical has been one of the key players in the  
26 aircraft conversion industry. Wagner Aeronautical has completed numerous successful  
27 conversion programs, all certified by the FAA. It handled the complete conversion for two of  
28

1 the most successful and longest-running passenger jets in aviation history, and developed  
2 significant portions of the conversion programs for nearly a dozen other aircraft.

3 16. Plaintiff Mammoth Freighters is a Delaware limited liability company with its  
4 principal place of business in New York, New York. Mammoth is developing one of the  
5 leading passenger-to-freighter conversion programs. Mammoth is the present owner and/or  
6 licensee of the trade secrets and intellectual property at issue in this lawsuit.

7 17. Plaintiff William Wagner is a resident of California. He is the founder and  
8 president of Wagner Aeronautical and a co-CEO of Mammoth Freighters. Wagner is a pioneer  
9 of the aircraft conversion industry and is one of the foremost experts on aircraft conversions  
10 in the world. Wagner led the team that created the first FAA-approved conversion program  
11 for one popular airplane model. He is also a Designated Engineering Representative for the  
12 FAA, a certification that permits Wagner to make findings – for the FAA – that engineering  
13 data complies with the appropriate airworthiness standards. He developed his know-how and  
14 expertise for aircraft conversion through the creation of numerous conversion programs,  
15 including programs for some of the most commercially successful passenger aircraft.

16 18. Plaintiff William Tarpley is a resident of Florida. He is a co-CEO of Mammoth  
17 Freighters and is also the CEO of Creative Freighters LLC (“Creative Freighters”). Tarpley is  
18 the business lead for Mammoth’s conversion program. He has been managing aircraft  
19 conversions for over 30 years. With a degree in aerospace engineering from the Georgia  
20 Institute of Technology, he worked for 20 years at Boeing as a design engineer and as a  
21 program manager for conversion programs. Before partnering with Wagner to develop  
22 Plaintiffs’ conversion program, Tarpley had managed several conversion programs.

23 19. Defendant David Dotzenroth is a resident of Minnesota. Dotzenroth is the CEO  
24 of Sequoia Aircraft Conversions, LLC and the President and CEO of CAI Consulting Ltd.  
25 Dotzenroth is also the father of Defendant Charles Wiley Dotzenroth.<sup>1</sup>

26 20. Defendant Sequoia is a Delaware limited liability company. On information and  
27 belief, Sequoia’s principal place of business is in Wichita, Kansas.

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<sup>1</sup> As used above and below, “Dotzenroth” refers to Defendant David Dotzenroth.

1           21. Defendant CAI Consulting Ltd. (“CAI Consulting”) is a Minnesota corporation.  
2           On information and belief, CAI Consulting’s principal place of business is in Watertown,  
3           Minnesota.

4           22. On information and belief, Defendant Charles Wiley Dotzenroth, also known as  
5           Wiley Dotzenroth, is a resident of Minnesota. Wiley Dotzenroth is the son of Defendant David  
6           Dotzenroth.

7           23. Defendant Andrew Mansell is a resident of Wisconsin. Mansell is a partner at  
8           Split Rock Aviation. Before joining Split Rock Aviation, Mansell was the Executive Vice  
9           President and Chief Commercial Officer at Aviation Capital Group (“ACG”).

10           24. On information and belief, Defendant Steven Welo is a resident of Minnesota.  
11           Welo is a partner at Split Rock Aviation.

### JURISDICTION AND VENUE

12           25. The Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1367, the  
13           trade secrets laws of the United States (18 U.S.C. §§ 1836 and 1839), and the false advertising  
14           laws of the United States (15 U.S.C. § 1125). This Court has supplemental jurisdiction over  
15           the asserted state law claims under 28 U.S.C. § 1367(a) because the federal and state law claims  
16           are so related that they form part of the same case or controversy.

17           26. This Court has personal jurisdiction over Defendants because they have  
18           purposefully availed themselves of the rights and benefits of the laws of this State and this  
19           District. Regarding the allegations in this Complaint, Defendants’ one or more acts of  
20           misappropriation of trade secrets, false advertising, unfair competition, breach of fiduciary  
21           duty, and civil conspiracy were intentional, were expressly aimed at a company and individual  
22           in California (Wagner Aeronautical and Wagner), and caused harmed that Defendants knew  
23           would be suffered by Wagner Aeronautical and Wagner in California. Dotzenroth also met  
24           with Wagner and Tarpley in California to begin planning their development of Plaintiffs’  
25           conversion program. Throughout the relevant time, Dotzenroth and Wiley Dotzenroth were  
26           dealing directly with Wagner and Wagner Aeronautical in California, both for Dotzenroth’s  
27           venture with Wagner and Tarpley and when Dotzenroth formed his own conversion program  
28

1 with Sequoia. Mansell also travelled to California in 2020 to meet with Wagner about the  
2 conversion program.

3 27. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial  
4 part of the events giving rise to the claim occurred in this District, a substantial part of the  
5 property that is the subject of the action is situated in this District, and the Court has personal  
6 jurisdiction over Defendants in this District. Some of the critical interactions that are the  
7 subject of this Complaint involved Defendants dealing directly with Wagner Aeronautical and  
8 Wagner, who are both located in this District. Further, many of the misappropriated trade  
9 secrets were located at Wagner Aeronautical in Escondido, California.

10 **FACTUAL ALLEGATIONS**

11 **I. The Passenger-to-Freighter Conversion Industry**

12 28. The passenger-to-freighter (“P2F”) conversion industry converts commercial  
13 passenger aircraft into cargo freighters that can be used for shipping and carrying large loads  
14 by the world’s leading air freight companies. The goal is to engineer modified aircraft that are  
15 as spacious, light, and efficient as possible through a detailed, complex process that is quick  
16 and cost-effective.

17 29. A P2F conversion demands extensive know-how and expertise. It requires  
18 identification of the specific aircraft model best suited for freighter conversion, creation of a  
19 methodology for converting the aircraft, calculation of the most efficient and cost-effective  
20 engineering strategy for the conversion, obtaining certification of the conversion from the  
21 FAA, and marketing the conversion to potential investors, partners, and customers. This  
22 collection of information and know-how is packaged into a “conversion program.”

23 30. Aircraft conversion programs are regulated by the FAA and other international  
24 regulatory agencies. Each conversion program must receive a “supplemental type certificate”  
25 (“STC”) from the FAA, which constitutes FAA approval to modify an aeronautical product  
26 from its original design. The STC standards are extremely rigorous and require meticulous  
27 planning.  
28



1           31. Because of the nature and scope of the undertaking, development of an FAA-  
2 certified conversion program is labor- and capital-intensive. Conversion companies must  
3 spend over 100,000 engineering hours and invest tens of millions of dollars to develop a  
4 conversion program that will meet the FAA’s requirements. A conversion program begins  
5 with years of intense planning to identify the engineering and design modifications necessary  
6 to achieve a freighter that maximizes payload and efficiency. Those modifications cover a  
7 “nose-to-tail” reconfiguration of the airplane – everything from modifying the placement of  
8 cargo doors and the structure of the floor beams to re-wiring the electrical and other systems.  
9 Development of a conversion program entails over 100,000 engineering hours, hundreds of  
10 analyses and reports, and hundreds of drawings and schematics. And because the purchase  
11 and conversion of a passenger aircraft requires an intensive capital investment, all costs and  
12 logistics must be precisely calculated upfront and reflected in the conversion program.  
13 Development of the conversion program thus requires extensive financial and cost-modeling  
14 expertise as well as deep project management experience.

## 15 **II. Plaintiffs’ P2F Conversion Program**

### 16 **A. The Genesis of Plaintiffs’ Conversion Program**

17           32. Because P2F conversions are highly-specialized, the aircraft conversion industry  
18 has only a few key players with the know-how and expertise to develop and operate conversion  
19 programs. Wagner Aeronautical, Wagner, and Tarpley are among that handful of players.

20           33. In or around 2017 or 2018, Wagner, Tarpley, and Dotzenroth decided to start a  
21 conversion program for a specific model of jumbo jet (the “Jumbo Jet”) made by one of the  
22 world’s largest airplane manufacturers (the “Major Manufacturer”). The Jumbo Jet has been  
23 highly successful and popular with airlines for over 25 years. Wagner, Tarpley, and  
24 Dotzenroth met in southern California to discuss their plans. They emphasized the need to  
25 keep their business plan and engineering strategy confidential, and all agreed to do so.

26           34. Each person was to contribute something specific to the effort. Wagner,  
27 personally and through Wagner Aeronautical, would provide the engineering expertise for  
28 designing and developing the technical aspects of the Jumbo Jet conversion program, drawing

1 on his vast knowledge of the FAA’s STC requirements and his experience obtaining STCs for  
2 prior conversion programs. Tarpley would provide project management and financial  
3 expertise as well as marketing and customer relations. He was responsible for the financial  
4 and logistical aspects of the program. With their combined know-how and expertise, Tarpley  
5 and Wagner were confident that they could develop the logistical, engineering, and marketing  
6 strategy needed to attract investors, secure certification from the FAA, and sell converted  
7 aircraft to customers that include the world’s leading air freight companies. Wagner had done  
8 this numerous times over the past 20 years and had a unique model to accomplish that objective  
9 efficiently and reliably.

10 35. Meanwhile, Dotzenroth – who lacked expertise and experience with conversion  
11 programs – was to secure funding and investment for the conversion program based on Wagner  
12 and Tarpley’s business plan and experience. Dotzenroth acted individually, and through his  
13 company, CAI Consulting.

14 **B. Wagner Aeronautical, Wagner, and Tarpley Develop the Business Plan,  
15 the Engineering Strategy, and the Roadmap to Success**

16 36. Wagner, working through Wagner Aeronautical, and Tarpley set to work  
17 constructing, detail-by-detail, the foundational plans and strategy for the Jumbo Jet conversion  
18 program, including their official business plan as well as a budget and schedule roadmap.

19 37. The business plan was reflected in PowerPoint slide decks that described the  
20 conversion process, outlined a customized development schedule, and delineated a plan for  
21 achieving FAA certification. The business plan included specific engineering details about  
22 the Jumbo Jet conversion program, including the specific design features, costs, logistics, and  
23 planning that would be utilized. The plan also detailed the business case for the Jumbo Jet  
24 conversion program, including detailed material costs and labor estimates to convert the  
25 aircraft. It detailed the business and marketing strategy and included a plan for contacting  
26 potential investors and customers. It described both the financial and functional benefits of  
27 the Jumbo Jet conversion program that Wagner Aeronautical, Wagner, and Tarpley had  
28 developed, highlighting unique aspects of their design that provided competitive advantages

1 over other conversion programs. The business plan had multiple iterations, and Wagner and  
2 Tarpley customized the plan for meetings with different potential investors or customers.

3 38. The budget and schedule roadmap – at that time, a 15-tab Microsoft Excel  
4 spreadsheet – provided a more comprehensive version of the data in the PowerPoints. The  
5 roadmap details the building blocks for the conversion program, including revenue  
6 projections, month-by-month cost estimates, development costs, schedule estimates, the rate  
7 of return, program input financing, and staffing inputs. To generate the data in the roadmap  
8 (which was ultimately used in the business plan, too), Wagner Aeronautical completed the  
9 preliminary design work for the Jumbo Jet conversion, including a specification, drawing tree,  
10 main deck cargo pallet layout, a weight analysis, and other analyses and feasibility studies.  
11 This information is confidential, proprietary and highly valuable.

12 39. The costs and resources required to create the business plan and roadmap were  
13 enormous. Even with over 50 years of combined experience in the conversion industry,  
14 Wagner and Tarpley still needed over a year to create the business plan and budget and  
15 schedule roadmap for the Jumbo Jet program. Creation of the PowerPoint slide deck and 15-  
16 tab Excel spreadsheet required tens of thousands of engineering hours and millions of dollars,  
17 which included work by the engineering team at Wagner Aeronautical. Without the advantage  
18 of Wagner’s and Tarpley’s know-how and expertise with previous conversion programs, the  
19 costs for compiling this information would have been far greater.

20 40. Dotzenroth had access to the proprietary information created by Wagner  
21 Aeronautical, Wagner, and Tarpley. Dotzenroth received emails containing drafts of the  
22 business plan, information used for the roadmap, and other important documents and  
23 communications related to the business strategy, engineering strategy, and marketing strategy  
24 for the conversion program. Dotzenroth also had access to shared folders, including Tarpley’s  
25 cloud storage folder, that contained copies of those documents and that information. In  
26 addition to sharing the business plan and roadmap with Dotzenroth, Wagner and Tarpley also  
27 discussed other strategies for the conversion program, including how they intended to  
28 approach, and negotiate with specific investors and customers. Dotzenroth never had a license

1 or permission to use any of that proprietary information outside of his work with Wagner  
2 Aeronautical, Wagner, and Tarpley.

3 41. Although Dotzenroth had access to the documents, his contributions to the  
4 development of the business plan, the budget and schedule roadmap, and the conversion  
5 program were minimal. Dotzenroth lacked any engineering and technical expertise and was  
6 not capable of contributing meaningfully on that front. Dotzenroth tried to offer comments on  
7 the PowerPoint slide deck and spreadsheets but did so with obsolete versions rather than the  
8 most current drafts that Tarpley and Wagner were editing, revising, and updating.

9 **C. Wagner Aeronautical, Wagner, and Tarpley Take Numerous Steps To**  
10 **Protect Their Valuable Proprietary Information**

11 42. The confidential and proprietary information reflected in Plaintiffs' business  
12 plan and roadmap is absolutely critical to a successful conversion program – and, for that  
13 reason, highly valuable. Those documents prove the commercial viability of the program,  
14 pave the way toward FAA certification, and convince investors, commercial partners, and  
15 customers that the conversion program is viable. Because conversion programs are extremely  
16 capital-intensive and time-intensive, investors, partners, and customers will only commit to  
17 provide funding or to purchase aircraft if they are convinced of the economic and engineering  
18 feasibility of the program. In that way, the tens of millions of dollars of investment needed to  
19 operate a conversion program depends directly on the ability to demonstrate the viability of a  
20 program through a business plan and the budgeting and scheduling information contained in  
21 the roadmap. Developing the business plan and the budget and schedule roadmap thus permit  
22 a particular conversion program to compete with other programs for investment and business  
23 and provide a competitive advantage.

24 43. Given the extraordinary value of their confidential and proprietary information,  
25 Wagner Aeronautical, Wagner, and Tarpley implemented numerous confidentiality protocols.  
26 For the information developed at Wagner Aeronautical, Wagner required his employees to  
27 sign NDAs as a condition of their employment. Wagner Aeronautical computers were locked,  
28 such that external devices could not be attached to prevent the unauthorized download of

1 information. Wagner Aeronautical’s information technology personnel also monitor the  
2 transfer of information on the company’s computer system to ensure that information is used  
3 properly.

4 44. Wagner and Tarpley also took individual actions to ensure that the business plan,  
5 budget and schedule roadmap, and underlying data and work-product remained confidential.  
6 Those actions included placing “PROPRIETARY” legends on the materials and only sharing  
7 those materials with third parties on a need-to-know basis. The budget and schedule roadmap,  
8 in particular, was closely held and was not shared with anyone other than Wagner  
9 Aeronautical, Wagner, Tarpley, Dotzenroth, and individuals working on their behalf.

10 45. Potential investors, partners, and customers were routinely required to sign  
11 NDAs before receiving access to any of the proprietary and confidential information about the  
12 Jumbo Jet conversion program, including the business plan. The NDAs prohibited the  
13 signatories from disclosing or using “Confidential Information,” and broadly defined that term  
14 to include “know-how, methods, ideas, creations, improvements, works of authorship,  
15 materials, processes, inventions, techniques, data, programs, prototypes, source code, tools,  
16 patentable materials, trade secrets, sales information, business and marketing plans and  
17 strategies, financial information and cost and pricing information.” The NDAs further  
18 provided that the disclosing parties “would be irreparably damaged and may have no adequate  
19 remedy at law” for any unauthorized disclosure.

20 46. Wagner, Tarpley, and Dotzenroth all understood that the Jumbo Jet conversion  
21 program work-product – particularly, the business plan and budget and schedule roadmap –  
22 were proprietary and confidential information that could not be disclosed outside their group  
23 without adequate protections. Indeed, Dotzenroth was one of the most vocal advocates for  
24 these protective measures. He repeatedly emphasized to Wagner and Tarpley the need for  
25 NDAs before meetings with potential investors and other third parties. And, in one text  
26 message that Dotzenroth sent to Tarpley, he encouraged Tarpley to “put a copyright insignia  
27 on the bottom” of certain charts “as well as proprietary.” Thus, Dotzenroth knew and  
28

1 understood that the Jumbo Jet conversion program work-product was proprietary and  
2 confidential.

3 **D. Wagner and Tarpley Part Ways with Dotzenroth**

4 47. With the business plan and budget and schedule roadmap largely complete,  
5 Wagner, Tarpley, and Dotzenroth turned their attention to identifying potential sources of  
6 funding for the conversion program. Securing funding for the contemplated conversion  
7 program was Dotzenroth's responsibility and his anticipated contribution to the collaboration.

8 48. Beginning in late 2018, Wagner, Tarpley, and Dotzenroth began meeting with  
9 potential investors and customers. As explained above, participants in such meetings signed  
10 NDAs. The business plan slide decks, which were shared with meeting participants, also had  
11 a "PROPRIETARY" legend. Dotzenroth, in particular, insisted on such protective measures,  
12 and he personally signed these NDAs.

13 49. Despite several meetings with investors, by the middle of 2019, Dotzenroth had  
14 been unsuccessful in securing funding for the Jumbo Jet conversion program. But by May  
15 2019, Tarpley, Wagner, and Dotzenroth were in discussions with another investment firm  
16 about investment in the conversion program.

17 50. As those discussions progressed, Wagner, Tarpley, and Dotzenroth considered  
18 ways to formalize their relationship. Up to that point, the three had collaborated in their  
19 individual capacities or through the companies that each man owned. In May 2019, Tarpley  
20 sent to Dotzenroth and Wagner a draft LLC agreement for a company that would be owned by  
21 Tarpley, Wagner, and Dotzenroth to carry out their conversion program through a wholly-  
22 owned subsidiary.

23 51. Tarpley, however, struggled to find a role for Dotzenroth that would justify the  
24 one-third ownership interest in the LLC that Dotzenroth had requested. Because Dotzenroth  
25 lacked P2F conversion experience and expertise, there were few roles he could fill. And, when  
26 Tarpley would suggest certain roles for Dotzenroth, Dotzenroth would express hesitancy or  
27 reluctance to accept the full scope of responsibilities that Tarpley had proposed.

1 52. [REDACTED]

2 [REDACTED] Mansell had recently left his job at Aviation Capital  
3 Group, an aircraft leasing company, but had not yet joined Split Rock Aviation. Welo signed  
4 the standard NDA [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 53. After the meeting, Dotzenroth hosted dinner at his home for Tarpley, Mansell,  
9 and Welo. After Welo left, Tarpley remained to visit with Dotzenroth and Dotzenroth's wife.  
10 Dotzenroth and his wife questioned Tarpley about the ownership stake that Dotzenroth would  
11 be given in the conversion program. They demanded a full one-third of the ownership, even  
12 though Dotzenroth was unwilling to accept significant responsibility and had made only minor  
13 contributions – if any, at all – to the development of the business plan and budget and schedule  
14 roadmap.

15 54. [REDACTED]

16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 55. Following Dotzenroth's questioning of Tarpley about Dotzenroth's desired  
21 ownership interest in the conversion program, and Dotzenroth's failure – yet again – to secure  
22 funding, Wagner and Tarpley caucused to discuss Dotzenroth's value-add to the conversion  
23 program. They both recognized that Dotzenroth's contributions – if any – were small  
24 compared to his requested stake. Given Dotzenroth's inability and unwillingness to contribute  
25 meaningfully to their conversion program, Wagner and Tarpley decided to part ways with him.  
26 In June 2019, Wagner, Tarpley, and Dotzenroth attended a previously scheduled meeting with  
27 another investment firm. But, following that meeting, Wagner and Tarpley no longer included  
28 Dotzenroth on communications about their conversion program.

1 **III. Defendants' Scheme To Steal Plaintiffs' Proprietary Information, Competitive**  
2 **Edge, and Customers**

3 56. After failing to receive the one-third stake in the conversion program that he  
4 desired, Dotzenroth set to work pursuing his own Jumbo Jet conversion program. Recognizing  
5 that he lacked the technical expertise and means to establish such a program himself,  
6 Dotzenroth instead stole the extensive work-product of Wagner and Tarpley, borne of their  
7 experience, know-how, and ingenuity as well as thousands of hours of work by them and the  
8 Wagner Aeronautical engineering team. Dotzenroth ultimately devised and executed a scheme  
9 to use Tarpley's and Wagner's proprietary information for his own advantage and benefit.

10 57. In November 2019, Dotzenroth organized a meeting with NIAR in Kansas to  
11 give a presentation about a "new project" that he was working on with his son, Wiley  
12 Dotzenroth. Wiley Dotzenroth, at that time, was a 24-year-old recent college graduate. He  
13 did not have the experience, expertise, and know-how of Wagner and Tarpley. Interested in  
14 harnessing Wagner's expertise in P2F conversions, and in piggy-backing on the credibility and  
15 reputation of Wagner Aeronautical, Dotzenroth invited Wagner to the meeting in Kansas. The  
16 meeting attendees included executives from NIAR and several Kansas state officials. David  
17 Jones, the Director of NIAR's Engineering Design and Modification Team, was one of the  
18 meeting attendees.

19 58. When the time arrived for the meeting, however, Dotzenroth told Wagner that  
20 Wagner was not invited to the business presentation; Dotzenroth had arranged for Wagner to  
21 tour NIAR's facilities instead. On information and belief, Dotzenroth and Wiley Dotzenroth  
22 falsely represented that they had developed their own conversion program when, in reality,  
23 they were simply presenting the conversion program that Wagner and Tarpley had developed.  
24 Following the meeting (and after Wagner's tour of NIAR), Jones approached Wagner. Jones  
25 suggested to Wagner that Dotzenroth lacked the know-how and expertise to create a Jumbo  
26 Jet conversion program.

27 59. A few months later, in or around February 2020, Dotzenroth attempted to enlist  
28 Tarpley's assistance for Dotzenroth's conversion program. Dotzenroth contacted Tarpley,  
saying that he was very excited to share information about a big, new project that Dotzenroth



1 was working on through his new company, Sequoia Aircraft Conversions. Dotzenroth insisted  
2 that Tarpley sign an NDA.

3 60. [REDACTED]  
4 [REDACTED]  
5 [REDACTED] [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]

11 61. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED] Tarpley did not  
15 believe that Dotzenroth would actually enter the P2F market with his own conversion program.  
16 At that point, Dotzenroth had no funding or engineering resources.

17 62. Dotzenroth was undeterred. In March 2020, Dotzenroth again sought to enlist  
18 Wagner and Wagner Aeronautical to support a conversion program that Dotzenroth would  
19 lead. Having continued his discussions with NIAR, Dotzenroth arranged for representatives  
20 of NIAR, including Jones, to visit Wagner Aeronautical in Escondido, California. Dotzenroth  
21 also made the trip, and NIAR required Wagner to execute an NDA.

22 63. In anticipation of that meeting, NIAR's Jones on March 3, 2020 sent a proposed  
23 agenda and PowerPoint presentation to Wagner [REDACTED]  
24 [REDACTED] Dotzenroth was copied on Jones's email. [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 64. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED] Under the guise of exploring a contract with

6 Wagner Aeronautical to perform work for Dotzenroth’s conversion program, Dotzenroth thus

7 sought information proprietary to Wagner’s and Tarpley’s Jumbo Jet conversion program.

8 65. In April 2020, Wiley Dotzenroth sent Wagner another PowerPoint presentation

9 that Sequoia planned to share with a Major Manufacturer. The PowerPoint presentation

10 described Sequoia’s proposed Jumbo Jet conversion program and identified “Sequoia

11 Conversions” as the “Intellectual Property Owner.” That statement was false because it

12 represented that Sequoia owned the intellectual property for its conversion program. In truth,

13 Sequoia did not own the intellectual property. As both David Dotzenroth and Wiley

14 Dotzenroth well knew, the Jumbo Jet conversion program had been developed by Wagner,

15 Tarpley, and Wagner Aeronautical. Nonetheless, on information and belief, David

16 Dotzenroth, Wiley Dotzenroth, and Sequoia repeated that false representation to potential

17 partners and customers, including during meetings with Major Manufacturer in late 2020 and

18 early 2021. On information and belief, David Dotzenroth, Wiley Dotzenroth, and Sequoia

19 repeated those falsehoods during another meeting with an air cargo operator in early 2021.

20 66. In September 2020, Dotzenroth and Sequoia publicly launched their own Jumbo

21 Jet conversion program – in partnership with NIAR – to compete directly with Wagner and

22 Tarpley. A September 29, 2020, NIAR-issued press release explained:

23 Through a new partnership with Sequoia Aircraft Conversions and the Kansas

24 Modification Center, the National Institute for Aviation Research at Wichita State

25 University will begin a large-scale entrepreneurial [Major Manufacturer Jumbo Jet]

passenger-to-freighter conversion program.

26 The program, led by NIAR’s Engineering Design and Modification Team (EDM), will

27 focus on the conversion of [Jumbo Jet] passenger aircraft from passenger-transport

operations into cargo aircraft to meet the growing e-commerce high-volume freight

transportation market.

28 \*\*\*

1 Sequoia Aircraft Conversions will market the passenger to freighter conversions.  
2 Kansas Mod Center will own the STC and license the conversions.

3 67. With a confirmed engineering and testing partner in NIAR, Dotzenroth and  
4 Sequoia finalized a funding deal with Split Rock Aviation, Mansell, and Welo in February  
5 2021. Split Rock Aviation’s press release announced that Sequoia’s Jumbo Jet conversion  
6 program “will focus on weight reductions and design efficiency to meet the most stringent  
7 environmental and regulatory requirements” and that the “engineering package will be  
8 completed by Wichita State University – National Institute of Aviation Research.” However,  
9 as Mansell and Welo knew – because they had been courted as potential investors in Wagner  
10 and Tarpley’s conversion program in 2019 – Sequoia’s conversion program was not the result  
11 of Dotzenroth’s own efforts, but instead derived from the business plan and roadmap that  
12 Wagner and Tarpley had created after more than a year of non-stop laboring, thousands of  
13 engineering hours, and millions of dollars. With partnerships with NIAR and Split Rock  
14 Aviation, Sequoia had both engineering and funding support and was finally positioned to  
15 compete with Plaintiffs.

16 68. Dotzenroth thus stole Plaintiffs’ confidential and proprietary information to  
17 create a conversion program that would compete directly with Plaintiffs and attempt to usurp  
18 their market position. Dotzenroth knew that he could not create a competitive conversion  
19 program on his own. That is why Dotzenroth tried to recruit Wagner for his program at the  
20 2019 meeting in Kansas and the 2020 meeting in California, and why Dotzenroth later tried to  
21 recruit Tarpley at their 2020 meeting in Texas.

22 69. As a direct result of observing the most critical and valuable confidential details  
23 about Plaintiffs’ program for nearly three years, the inexperienced and uninformed Dotzenroth  
24 knew exactly how to compete against Plaintiffs. During his time working for Wagner and  
25 Tarpley, Dotzenroth was exposed to and entrusted with their confidential and proprietary  
26 information. Most significantly, he had the highly technical details – engineering, project  
27 management, and budget – needed to successfully establish a conversion program. Dotzenroth  
28 learned how Wagner and Tarpley built their conversion program, how they developed their

1 engineering strategy, how they proved the competitive advantages of their program, and how  
2 they approached and persuaded potential investors and customers.

3 70. When Wagner and Tarpley refused the substantial ownership stake that  
4 Dotzenroth had demanded, Dotzenroth left with Plaintiffs' playbook and used it to form a  
5 company that would compete directly against Plaintiffs for the same deals with partners and  
6 customers. When Dotzenroth began working with Wagner and Tarpley, he lacked the know-  
7 how and expertise to develop and operate a conversion program. Suddenly, in less than 18  
8 months after parting ways with Wagner and Tarpley, Dotzenroth had his own competing  
9 conversion program and had already secured partnerships with NIAR and Split Rock Aviation.

10 **IV. Wagner and Tarpley Join Mammoth Freighters LLC To Implement Their**  
11 **Conversion Program**

12 71. On December 1, 2020, Wagner and Tarpley became co-CEOs of Mammoth  
13 Freighters LLC, an LLC formed to carry out Wagner and Tarpley's Jumbo Jet conversion  
14 program.

15 72. On April 22, 2021, Mammoth Freighters LLC entered into a Conversion  
16 Program Development Agreement with Wagner Aeronautical, under which Wagner  
17 Aeronautical would, among other services, obtain and maintain an STC for the Jumbo Jet  
18 conversion program that Wagner and Tarpley had developed, would implement such  
19 conversions, and would provide engineering and technical support services in connection with  
20 those activities. Under the agreement, Wagner Aeronautical agreed to assign and transfer to  
21 Mammoth Freighters all intellectual property rights in work performed under the development  
22 agreement. Wagner Aeronautical also agreed to grant Mammoth Freighters a license in any  
23 Wagner Aeronautical intellectual property, including trade secrets, that Wagner Aeronautical  
24 uses in performing work under the development agreement.

25 **V. Defendants' Scheme Has Irreparably Harmed, and Continues To Harm,**  
26 **Plaintiffs**

27 73. Defendants are continuing to misappropriate and use Plaintiffs' confidential and  
28 proprietary information and are continuing to use Plaintiffs' business and engineering strategy

1 to compete directly against Plaintiffs. Defendants' actions have harmed and will continue to  
2 harm Plaintiffs. Those harms include at least the following:

3 **A. Loss of Valuable Proprietary Assets**

4 74. Defendants' misappropriation of Plaintiffs' confidential and proprietary  
5 business plan and roadmap has exposed the most critical and valuable parts of Plaintiffs'  
6 conversion program to third parties, which alone is damaging to Plaintiffs' business enterprise.  
7 Plaintiffs' confidential and proprietary business information – including the highly technical,  
8 complex information in the PowerPoint and Excel spreadsheet – is a valuable asset. By  
9 misappropriating the confidential and proprietary information in Plaintiffs' business plan and  
10 budget and schedule roadmap – rather than doing the hard work on his own – Dotzenroth and,  
11 in turn, Sequoia, Wiley Dotzenroth, Mansell, and Welo received the benefit of valuable  
12 information and data that would have been extremely costly to produce in the first instance.

13 75. At a minimum, Defendants' wrongful acts saved them the millions of dollars,  
14 and extensive time, that would have been necessary to develop a business plan and roadmap  
15 for their own conversion program. It gave Defendants a huge head start on when they would  
16 have been able to credibly compete had they not stolen Plaintiffs' property.

17 **B. Loss of Competitive Advantage**

18 76. Due to Defendants' wrongdoing, Plaintiffs have lost and will continue to lose  
19 their competitive advantage in the P2F aircraft conversion market. Before Defendants' theft  
20 of Plaintiffs' proprietary and confidential information, Plaintiffs had an edge over the  
21 competitors in the P2F conversion market because of the unique and innovative structure of  
22 their conversion program. The unique and innovative features of Plaintiffs' conversion  
23 program result from Wagner's and Tarpley's decades of know-how and expertise in the  
24 conversion industry. As described in their business plan, Plaintiffs' competitive edge included  
25 a conversion program that would provide lighter, more efficient, and cost-effective aircraft to  
26 customers with assurance that Plaintiffs' program would receive FAA certification.

27 77. After Dotzenroth's misappropriation of Plaintiffs' business plan, Defendants  
28 have been able to offer a conversion program with those same unique and innovative features

1 to investors, partners, and customers. This has diminished Plaintiffs' unique position and  
2 competitive edge in the market.

3 78. Additionally, Defendants' scheme gave them a significant head start in entering  
4 a market with high barriers to entry. Instead of being forced to wait at least a year and spend  
5 millions to enter the market, Dotzenroth stole Plaintiffs' business plan and roadmap so that  
6 Defendants could begin operating in a matter of months.

7 **C. Loss of Potential Customers**

8 79. Due to Defendants' scheme to compete directly against Plaintiffs, Plaintiffs  
9 stand to lose customers. On information and belief, Defendants have approached potential  
10 customers – some of the largest air freight companies – offering their own conversion service  
11 and competing directly with Plaintiffs. Without the head start Defendants received after  
12 stealing Plaintiffs' confidential and proprietary information, Defendants would not have been  
13 able to offer potential customers a conversion service on essentially the same timetable and  
14 with the same benefits as Plaintiffs. Without Plaintiffs' proprietary and confidential business  
15 information, Dotzenroth and Sequoia would have been years behind in their development of  
16 Defendants' conversion program.

17 80. Losing a single customer in the P2F conversion industry can be devastating.  
18 First, only a limited number of potential customers exist. The number of aircraft available for  
19 conversion is limited, and the vast majority of those are owned by a few large players, in  
20 particular a large air cargo operator and two leading express delivery services. Those  
21 customers typically purchase all of their converted aircraft from a single supplier, and they  
22 enter into long term contracts with the supplier because the conversion and delivery process  
23 can take several years. Finally, the lifespan of a converted aircraft is long. If a customer is  
24 lost to a competitor, it could be many years before that customer needs additional conversions.

25 **D. Loss of Potential Partners**

26 81. Plaintiffs' relationships with potential business partners have also been  
27 jeopardized by Defendants' theft of Plaintiffs' proprietary and confidential business  
28 information. Sequoia can attempt to present itself as a credible partner with others in the P2F

1 industry only because it could advertise a well-developed and thoughtfully executed business  
2 plan and roadmap – a feat achieved only because Defendants had unlawfully misappropriated  
3 those materials from Plaintiffs. For example, Dotzenroth and Sequoia were able to partner  
4 with NIAR only because, on information and belief, David Dotzenroth and Wiley Dotzenroth  
5 approached NIAR with a well-developed and thoughtfully executed business plan and  
6 roadmap – documents they represented to be their own work but that were, in fact, the product  
7 of Wagner’s and Tarpley’s decades of know-how and expertise. NIAR’s partnership with  
8 Sequoia essentially rendered NIAR unavailable for partnership with Mammoth Freighters.  
9 Plaintiffs stand to lose similar opportunities and partners in the future.

10 **COUNT ONE**  
11 **Misappropriation of Trade Secrets (18 U.S.C. § 1836(b))**  
12 **(Against All Defendants)**

13 82. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 81  
14 above as though set forth fully herein.

15 83. Plaintiffs’ business plan, budget and schedule roadmap, and supporting data are  
16 trade secrets under 18 U.S.C. § 1839. This information has independent economic value  
17 because it proves the viability of Plaintiffs’ Jumbo Jet conversion program, provides the  
18 specific business plan for the program, gives Plaintiffs’ program a competitive edge in the P2F  
19 conversion market, required substantial effort and investment to produce, and confers on  
20 Plaintiffs an advantage over their competitors. The information identifies Plaintiffs’ Jumbo  
21 Jet conversion process and outlines a procedure for achieving FAA certification, including the  
22 schedule, resources, costs, logistics, and engineering processes necessary for the conversions.  
23 This methodology is innovative and unique to Plaintiffs because it is derived from the know-  
24 how and expertise that Wagner Aeronautical, Wagner, and Tarpley cultivated over decades in  
25 the P2F industry.

26 84. Plaintiffs have taken reasonable measures to protect their trade secrets, including  
27 requiring that potential investors and customers sign NDAs, sharing the trade secrets only on  
28 a need-to-know basis, marking trade secret documents with a “PROPRIETARY” legend,

1 requiring Wagner Aeronautical employees to sign NDAs, and using secure computer systems  
2 for the trade secret information.

3 85. Defendants intentionally, willfully, and maliciously misappropriated Plaintiffs’  
4 trade secrets to provide Sequoia’s conversion program with a competitive advantage.  
5 Defendants had access to Plaintiffs’ business plan, roadmap, and engineering strategy. Despite  
6 recognizing that the information was confidential and proprietary, Defendants used that  
7 information to create their own competing conversion program. Defendants misappropriated  
8 this information for their own benefit because they fully understood the value of that  
9 information and understood that they could not launch a competing conversion program  
10 without it. Plaintiffs never consented to Defendants’ use of Plaintiffs’ trade secrets in this  
11 manner. While Defendants were not restrained from engaging in a lawful profession, trade,  
12 or business, they were prohibited from misappropriating Plaintiffs’ trade secrets.

13 86. Defendants have used and will continue to use Plaintiffs’ trade secrets to  
14 compete directly with Plaintiffs in the P2F conversion market. Defendants are using Plaintiffs’  
15 trade secrets to lure away Plaintiffs’ potential customers and partners.

16 87. Plaintiffs have suffered and will suffer substantial harm because of Defendants’  
17 misappropriation of their trade secrets, including the disclosure of Plaintiffs’ trade secrets, loss  
18 of Plaintiffs’ competitive edge, loss of potential customers, loss of potential partnerships, and  
19 loss of revenues and profits.

20 88. Those damages, however, cannot all be easily quantified. Defendants’  
21 misappropriation of trade secrets has caused and will cause Plaintiffs to suffer irreparable  
22 harm. For that reason, Plaintiffs are entitled to an injunction enjoining Defendants from using  
23 Plaintiffs’ trade secrets under 18 U.S.C. § 1836.

24 **COUNT TWO**  
25 **Misappropriation of Trade Secrets (Cal. Civ. Code § 3426 et seq.)**  
26 **(Against All Defendants)**

27 89. Plaintiff incorporates by reference the allegations in paragraphs 1 through 88  
28 above as though set forth fully herein.



1           90. Plaintiffs’ business plan, budget and schedule roadmap, and supporting data are  
2 trade secrets under the California Uniform Trade Secrets Act. Cal. Civ. Code § 3426. This  
3 information has independent economic value because it proves the viability of Plaintiffs’  
4 Jumbo Jet conversion program, provides the specific business plan for the program, gives  
5 Plaintiffs’ program a competitive edge in the P2F conversion market, required substantial  
6 effort and investment to produce, and confers on Plaintiffs an advantage over their  
7 competitors. The information identifies Plaintiffs’ Jumbo Jet conversion process and outlines  
8 a procedure for achieving FAA certification, including the schedule, resources, costs, logistics,  
9 and engineering processes necessary for the conversions. This methodology is innovative and  
10 unique to Plaintiffs because it is derived from the know-how and expertise that Wagner  
11 Aeronautical, Wagner, and Tarpley cultivated over decades in the P2F industry.

12           91. Plaintiffs have taken reasonable measures to protect their trade secrets, including  
13 requiring that potential investors and customers sign NDAs, sharing the trade secrets only on  
14 a need-to-know basis, marking trade secret documents with a “PROPRIETARY” legend,  
15 requiring Wagner Aeronautical employees to sign NDAs, and using secure computer systems  
16 for the trade secret information.

17           92. Defendants intentionally, willfully, and maliciously misappropriated Plaintiffs’  
18 trade secrets to provide their conversion program with a competitive advantage. Defendants  
19 had access to Plaintiffs’ business plan, roadmap, and engineering strategy. Despite  
20 recognizing that the information was confidential and proprietary, Defendants used that  
21 information to create Defendants’ own competing conversion program. Defendants  
22 misappropriated this information for their own benefit because they fully understood the value  
23 of that information and understood that they could not launch a competing conversion program  
24 without it. Plaintiffs never consented to Defendants’ use of Plaintiffs’ trade secrets in this  
25 manner. While Defendants were not restrained from engaging in a lawful profession, trade,  
26 or business, they were prohibited from misappropriating Plaintiffs’ trade secrets.

1 93. Defendants have used and will continue to use Plaintiffs' trade secrets to  
2 compete directly with Plaintiffs in the P2F conversion market. Defendants are using Plaintiffs'  
3 trade secrets to lure away Plaintiffs' potential customers and partners.

4 94. Plaintiffs have suffered and will suffer substantial harm because of Defendants'  
5 misappropriation of their trade secrets, including the disclosure of Plaintiffs' trade secrets, loss  
6 of Plaintiffs' competitive edge, loss of potential customers, loss of potential partnerships, and  
7 loss of revenues and profits.

8 95. Those damages, however, cannot all be easily quantified. Defendants'  
9 misappropriation of trade secrets has caused and will cause Plaintiffs to suffer irreparable  
10 harm. For that reason, Plaintiffs are entitled to an injunction enjoining Defendants from using  
11 Plaintiffs' trade secrets under Cal. Civ. Code § 3426.

12 **COUNT THREE**  
13 **False Advertising Under Section 43(a) of the Lanham Act (15 U.S.C. § 1125)**  
14 **(Against David Dotzenroth, Wiley Dotzenroth, and Sequoia)**

15 96. Plaintiff incorporates by reference the allegations in paragraphs 1 through 95  
16 above as though set forth fully herein.

17 97. David Dotzenroth, Wiley Dotzenroth, and Sequoia have made and will continue  
18 to make false statements about the authenticity of their conversion program. On information  
19 and belief, David Dotzenroth, Wiley Dotzenroth, and Sequoia have falsely represented that  
20 Dotzenroth developed his own Jumbo Jet conversion program, that Sequoia owns the  
21 intellectual property underpinning the conversion program, and that Dotzenroth possesses the  
22 competence, experience, and expertise to develop and operate Sequoia's conversion program.  
23 On information and belief, David Dotzenroth, Wiley Dotzenroth, and Sequoia have made these  
24 false statements to potential customers and business partners, including during meetings with  
25 Major Manufacturer in late 2020 and early 2021 and with a major air cargo operator in early  
26 2021.

27 98. These false statements have influenced, and will continue to influence, the  
28 decisions of partners to do business with Defendants and to exclude Plaintiffs from those deals.  
Likewise, the false representations about Sequoia's conversion program will influence the

1 decisions of customers that may choose Sequoia’s conversion program and aircraft over  
2 Plaintiffs’ conversion program and aircraft. On information and belief, David Dotzenroth,  
3 Wiley Dotzenroth, and Sequoia are advertising to customers, including a major air cargo  
4 operator, that they can provide the same know-how and expertise as Plaintiffs. In truth, David  
5 Dotzenroth’s and Wiley Dotzenroth’s experience in the aviation industry simply cannot  
6 compare to that of Wagner and Tarpley.

7 99. By misrepresenting the authenticity of their conversion program, David  
8 Dotzenroth, Wiley Dotzenroth, and Sequoia are misleading partners and customers about  
9 Defendants’ qualifications and ability to develop a conversion program.

10 100. These false statements have deceived and will continue to deceive Sequoia’s  
11 partners and customers. These deceptive statements are material to these investors, partners,  
12 and customers when they are deciding whether to do business with Sequoia.

13 101. David Dotzenroth’s, Wiley Dotzenroth’s, and Sequoia’s false statements have  
14 harmed Plaintiffs because Defendants’ false statements have convinced, and will continue to  
15 convince, potential partners and customers to choose Defendants’ conversion program and  
16 aircraft over Plaintiffs’ conversion program and aircraft.

17 **COUNT FOUR**  
18 **Unfair Competition (Cal. Bus. & Prof. Code Code §17200 et seq.)**  
19 **(Against All Defendants)**

20 102. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 101  
21 above as though set forth fully herein.

22 103. The California Unfair Competition Law defines unfair competition to include  
23 any “unlawful,” “unfair,” or “fraudulent” business practice or act. Defendants have unfairly  
24 and unlawfully competed directly against Plaintiffs by improperly and unlawfully using  
25 Plaintiffs’ own business plan, engineering strategy, and marketing strategy to start a competing  
26 conversion program and by approaching the same partners and customers as Plaintiffs.

27 104. After misappropriating Plaintiffs’ confidential and proprietary information, and  
28 after learning the details of Plaintiffs’ engineering and marketing strategy, Defendants started  
a conversion program to compete directly with Plaintiffs’ conversion program. With the

1 competing program established, Defendants then sought deals with the same customers and  
2 partners as Plaintiffs. Defendants had an unfair advantage against Plaintiffs when they entered  
3 the conversion market because Defendants' knew Plaintiffs' playbook and how Plaintiffs  
4 planned to conduct their business. This unfair advantage has allowed and will continue to  
5 allow Defendants to profit from their wrongdoing.

6 105. Defendants have been enriched by, and have significantly benefited from, their  
7 use of Plaintiffs' proprietary and confidential business information, including the business plan  
8 and the budget and schedule roadmap. Defendants obtained that benefit at the expense of  
9 Plaintiffs. They have not compensated Plaintiffs for that information.

10 106. Because of Defendants' actions, Plaintiffs have been and will continue to be  
11 damaged and suffer irreparable harm through the loss of competitive advantage, potential  
12 partners, potential customers, and revenue and profits. Plaintiffs are entitled to restitution and  
13 injunctive relief for Defendants' violation of Cal. Bus. & Prof. Code §17200 et seq. Cal. Bus.  
14 & Prof. Code §17203.

15 **COUNT FIVE**  
16 **Breach of Fiduciary Duty**  
**(Against David Dotzenroth and CAI Consulting)**

17 107. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 106  
18 above as though set forth fully herein.

19 108. Dotzenroth and CAI Consulting had a fiduciary duty to Wagner Aeronautical,  
20 Wagner, and Tarpley because Dotzenroth was a joint venturer with Wagner and Tarpley while  
21 working with them to develop Plaintiffs' conversion program. Dotzenroth and CAI  
22 Consulting owed Wagner, Tarpley, and Wagner Aeronautical the duty of utmost good faith.

23 109. Dotzenroth and CAI Consulting breached that duty when Dotzenroth exploited  
24 his relationship with Tarpley and Wagner to misappropriate information, work-product, and  
25 intellectual property developed and owned by Wagner, Tarpley, and Wagner Aeronautical.  
26 Dotzenroth then impermissibly used the misappropriated property for his own benefit –  
27 without compensating Tarpley or Wagner – to form Sequoia Aircraft Conversions and  
28 compete directly with Plaintiffs for conversion customers and other business opportunities.

1 110. Plaintiffs have been harmed by Dotzenroth's and CAI Consulting's breach of  
2 their fiduciary duty because Defendants are competing for the same partners and customers as  
3 Plaintiffs and gained a head start in entering the conversion market through the breach.

4 **COUNT SIX**  
5 **Civil Conspiracy**  
6 **(Against David Dotzenroth and Wiley Dotzenroth)**

7 111. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 110  
8 above as though set forth fully herein.

9 112. David Dotzenroth and Wiley Dotzenroth schemed to use Plaintiffs' trade secrets,  
10 engineering strategy, and marketing strategy to create a conversion program that would  
11 compete directly against Plaintiffs' conversion program. After gaining access to Plaintiffs'  
12 trade secrets and learning Plaintiffs' engineering and marketing strategy, David Dotzenroth  
13 and Wiley Dotzenroth conspired to unlawfully misappropriate Plaintiffs' proprietary and  
14 confidential business information and trade secrets, to engage in unfair competition against  
15 Plaintiffs, and to falsely advertise their conversion program. David Dotzenroth and Wiley  
16 Dotzenroth have taken at least one overt act in furtherance of that conspiracy.

17 113. Defendants' conduct has harmed Plaintiffs through the loss of Plaintiffs'  
18 competitive advantage, potential partners, potential customers, and revenue and profits.

19 **JURY DEMAND**

20 Under Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury  
21 on all issues triable as such.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, judgment should be entered for Plaintiffs and against Defendants as  
24 follows:

25 (a) finding that Defendants misappropriated one or more of Plaintiffs' trade  
26 secrets, in violation of 18 U.S.C. §1836(b);

27 (b) finding that Defendants misappropriated one or more of Plaintiffs' trade  
28 secrets, in violation of Cal. Civ. Code § 3426;

1 (c) finding that David Dotzenroth, Wiley Dotzenroth, and Sequoia falsely  
2 advertised Sequoia's conversion program in violation of Section 43(a) of the Lanham Act;

3 (d) finding that Defendants engaged in unfair competition against Plaintiffs  
4 in violation of Cal. Bus. & Prof. Code § 17200 et seq.;

5 (e) finding that Dotzenroth and CAI Consulting breached their fiduciary  
6 duties to Wagner Aeronautical, Inc., Wagner, and Tarpley;

7 (f) finding that David Dotzenroth and Wiley Dotzenroth engaged in a  
8 conspiracy to misappropriate Plaintiffs' confidential and proprietary information, engage in  
9 unfair competition against Plaintiffs, and falsely advertise their conversion program;

10 (g) injunctive relief against Defendants, including preliminarily and  
11 permanently enjoining Defendants from using any of Plaintiffs' confidential and proprietary  
12 information and marketing or operating any conversion program based on or derived from that  
13 information;

14 (h) money damages, including compensatory damages in an amount to be  
15 determined and restitution and/or disgorgement of all revenues, earnings, profits,  
16 compensation, and benefits that may have been obtained by Defendants, and punitive or  
17 statutory damages in excess of \$50 million;

18 (i) costs, including attorneys' fees;

19 (j) prejudgment interest at the maximum legal rate; and

20 (k) such other and further relief as this Court may deem just and proper.  
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1 DATED: May 25, 2021 Respectfully submitted,

2  
3 By: s/ Alan K. Brubaker

4 Alan K. Brubaker

5 Ian R. Friedman

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