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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

PRECISION AIRCRAFT SOLUTIONS, LLC, Plaintiff, v. MAMMOTH FREIGHTERS, LLC, Defendant.	Case No. **COMPLAINT** **DEMAND FOR JURY TRIAL**

Plaintiff Precision Aircraft Solutions, LLC (Precision) alleges as follows:

I. NATURE OF ACTION

1. This case concerns the willful misappropriation of Precision's trade secrets by Defendant Mammoth Freighters, LLC (Mammoth), Mammoth's improper solicitation of Precision's employees, and Mammoth's unjust enrichment from these activities.

2. Precision is an industry leader in the conversion of large passenger airplanes into cargo planes. Among other projects, Precision's subsidiary, Precision Conversions, has long held a Supplemental Type Certificate (STC) from the Federal Aviation Administration (FAA) allowing

it to convert the Boeing 757 passenger plane into a cargo plane (757 Conversion Program). More recently, another of Precision's subsidiaries, 321 Precision Conversions, obtained an STC allowing it to convert the Airbus A321 passenger plane into a cargo plane (A321 Conversion Program). Precision Aircraft Solutions is the holding company of both Precision Conversions and 321 Precision Conversions.

3. Obtaining such an STC from the FAA is difficult, time-consuming, and expensive. In part for those reasons, few companies are engaged in this type of work. Precision was the first non-original equipment manufacturer (OEM) to obtain an STC for converting 757s, and it is one of only about a dozen companies that has an STC for any passenger-to-freighter plane conversion. Precision considers its developed process, procedure, and work product (data and design) by which it obtains an STC to be proprietary and made up of Precision's hard-earned, well-guarded, and costly trade secrets (sometimes collectively hereafter referred to as Precision Data).

4. Precision's former employee, William Wagner, was the lead engineer on the 757 Conversion Program at Precision. When Wagner left Precision in 2006, Wagner signed contracts with Precision that agreed that all intellectual property, data, and know-how regarding the 757 Conversion Program belonged to Precision. Wagner received only a limited license to use the "know-how"—*i.e.*, that which was in his head—but not the underlying data. As part of this agreement, Precision paid Wagner significant royalties on each 757 conversion that Precision performed.

5. In 2020, Wagner and his partner Bill Tarpley formed Mammoth, which is backed by private funds managed by Fortress Investment Group, LLC. Mammoth was formed for the purpose of providing conversions for large passenger planes into cargo planes, though it has not yet obtained any STCs.

6. Since forming in 2020, Mammoth has heavily recruited and/or hired at least twenty former Precision employees, specifically targeting engineering expertise. Like Wagner, those employees were not permitted to use Precision Data.

7. Precision and Wagner have maintained a professional relationship, hiring Wagner

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for work on another project unrelated to Precision's passenger-to-freighter conversion business. In 2024, Mammoth sought Precision's help with obtaining its first STC that would allow Mammoth to convert a Boeing 777 into a cargo plane (777 Conversion Program). In exchange for consulting rate compensation, Precision agreed that some of its employees would provide carefully limited engineering support to assist Mammoth with its 777 Conversion Program. Such support was strictly limited to a blank form template developed by Precision while it worked to obtain the 757 STC. No other Precision Data or documents were disclosed, but rather Precision employees were able to provide feedback and analysis on Mammoth's own data in a format that was previously developed and approved by the FAA and Designated Engineering Representatives (DERs).

8. In or around August 2025, Precision learned that Mammoth possessed Precision's proprietary documents relating to Precision's 757 Conversion Program, which Mammoth was utilizing—without Precision's knowledge, and without providing any compensation—to assist Mammoth in achieving its first ever STC.

9. Despite Wagner's, and other former Precision employees', contracts with Precision restricting use and disclosure of Precision's Data, Mammoth has improperly acquired and used Precision Data in an effort to procure its own STC for the 777 and develop the 777 Conversion Program.

10. By misappropriating Precision's trade secrets, Mammoth has essentially copied Precision's proprietary processes and know-how for how to obtain an STC, allowing Mammoth to avoid any of the costly and time-consuming detours that it would otherwise encounter if it had to navigate this process without Precision Data.

11. Rather than pay Precision for access to this valuable roadmap, Mammoth took it, without permission and without compensation.

12. Mammoth has simultaneously interfered with Precision's contractual relationships with its employees by improperly convincing them to join Mammoth so Mammoth can benefit from their tutelage, their experience, and Precision's know-how and data.

13. Precision has suffered and will continue to suffer damages and irreparable harm

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due to Mammoth's misappropriation of its trade secrets, tortious interference with its employment contracts, and unfair competition. Simultaneously, Mammoth has been and will be unjustly enriched by its wrongful and willful conduct.

II. PARTIES

14. Precision Aircraft Solutions, LLC is an Oregon limited liability company headquartered in Beaverton, Oregon. Erickson Ventures, Ltd. is the sole member of Precision Aircraft Solutions. Erickson Ventures is an Oregon corporation headquartered in Beaverton, Oregon.

15. Mammoth Freighters, LLC is a Delaware limited liability company with its principal place of business in Fort Worth, Texas.

III. JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this dispute under 28 U.S.C. §§ 1331 and 1367, and the Defend Trade Secrets Act, 18 U.S.C. § 1831, *et seq*.

17. This Court has personal jurisdiction over Mammoth because it misappropriated Precision Data, which was developed in and taken from Oregon by employees, some if not all of whom were working in Oregon at the time the trade secrets were misappropriated. By misappropriating trade secrets belonging to Precision—a company organized and headquartered in Oregon—through, among other things, soliciting and recruiting former Precision employees that worked for Precision in Oregon, Mammoth knew that the harm of such misappropriation would be suffered by Precision in Oregon and otherwise directed its actions towards Oregon.

18. Venue is proper in this district under 28 U.S.C. § 1391(b) because Precision's trade secrets were developed and misappropriated in Oregon and the contracts underlying this dispute were drafted and executed in Oregon.

IV. FACTUAL ALLEGATIONS

A. Supplemental Type Certificate process.

19. Conversion of passenger aircraft occurs after a passenger plane is taken out of service. The aircraft can then be converted into a cargo plane and operate as such for multiple

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decades—much longer than if the plane remained configured and operational as a passenger plane. However, to perform such a conversion, a company must obtain an STC.

20. An STC is a certificate issued by the FAA which allows the holder to modify an aircraft from its original design, or type certificate. An STC permits the holder to alter the aircraft consistent with the approved design change in the STC.

21. The FAA prescribes the form and manner by which a person or entity must apply for an STC. Applying for an STC is a complex process involving approximately 17 major application and approval phases, each of which involves many time- and labor-intensive interim steps.[1] To move through each of these steps, the company seeking the STC needs to accomplish numerous, time-consuming, expensive, and complicated tasks, confirming that the plane will comply with all applicable regulations, creating detailed designs and models of what the company will physically do to the plane, manufacturing and ordering plane parts for the conversion, and engaging in and passing a series of ground and flight tests. After an STC application is submitted, the FAA evaluates the design, performs extensive inspections and testing, and closely reviews data and test results for compliance.

22. According to the FAA, an STC will only be issued if "the pertinent technical data have been examined and found satisfactory," "all necessary tests and compliance inspections have been completed," and "the alteration has been found to conform with the technical data."[2]

23. Equivalent agencies to the FAA in other countries—such as European countries and China—have similar approval processes with which a company seeking a passenger-to-cargo conversion must also comply for the aircraft to be registered in those countries.

24. Converting passenger aircraft into cargo planes is one type of modification that requires an STC. While some STCs involve only minor changes to aircraft, STCs for converting

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1 *See* Federal Aviation Administration, Supplemental Type Certificate Process – Application to Issuance, https://www.faa.gov/aircraft/air_cert/design_approvals/stc/stc_app (last updated July 7, 2023).

2 *Id*.

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large passenger planes to cargo planes are highly technical and are particularly challenging to obtain. To obtain an STC for a large passenger-to-freighter plane conversion, it takes at least four to five years to complete the entire process described above. It also costs tens, if not hundreds, of millions of dollars to obtain such an STC, as well as a substantial workforce that includes highly sophisticated and specialized engineering professionals.

25. For example, to obtain the 757 STC in the early 2000s, Precision spent five years, spent tens of millions of dollars, and employed around 80 full-time engineers. In 2021, to obtain the STC for the Airbus A321, another narrow-body airplane, Precision spent another five years and almost double the money it spent on the 757. It again employed around 80 full-time engineers for that project.

26. In addition to all the engineering designs and data that go into obtaining an STC, Precision also had to obtain Parts Manufacturing Approval (PMA), which allowed Precision to manufacture FAA-approved non-OEM parts for aircraft conversions. This approval is vital to the conversion process as there are over 11,000 parts that are incorporated into a passenger-to-freighter plane conversion, some of which had to be specially designed, developed, and manufactured by Precision.

27. All the effort and expense of obtaining an STC can be worth it as owning and holding a large passenger-to-cargo plane STC can be incredibly lucrative. Companies that hold an STC most commonly make money by charging buyers to perform the conversion, though in some cases STC holders will front the cost of the conversion and then sell the converted airplane after the conversion is complete. STC holders can charge millions, or even tens of millions, for each conversion, depending in part on the type of plane being converted.

28. There are only around a dozen companies in the world who hold STCs from the FAA to convert large passenger planes into cargo planes. Specifically, Precision is one of only three companies in the world that holds an STC to convert the 757, and it was the first private non-OEM to do so. Further, Precision is one of two companies that own an STC from the FAA to convert the Airbus A321.

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29. Obtaining an STC for the 777 is more expensive and more labor-intensive. This is because the 757 and the A321 are narrow-body aircraft while the 777 is a substantially larger wide-body aircraft, which also has system and structural differences from the 757 and the A321.

30. That said, the process and procedure for obtaining approvals from the FAA (and other foreign equivalent agencies) for an STC is largely the same between the 757, A321, and 777.

31. Despite being established over four years ago, Mammoth has yet to obtain any STCs.

32. On information and belief, Mammoth has spent hundreds of millions of dollars, and employed around 200 engineers, in its efforts to obtain an STC for the 777 Conversion Program.

33. 777s are among the most expensive planes to convert given their large size, but also among the most lucrative to convert or sell once converted.

34. There is only one company in the world that currently holds an STC to convert the 777, which was only recently obtained in late August/early September 2025.[3]

B. Precision.

35. Precision Aircraft Solutions, LLC was formed in 2013 as Precision Group, LLC. Precision Aircraft Solutions is the holding company of several companies and owns 100% of Precision Conversions, LLC, the company that developed and owns the 757 STC. Precision Conversions was founded in 2001 as Erickson Cargo Conversions. It became Precision Conversions later that year. The Precision group of companies provide a wide range of aircraft related products and services. Precision Aircraft Solutions, LLC owns 51% of 321 Precision Conversions, LLC, the company that developed and owns the A321 STC.

36. The Precision entities fall under the umbrella of the broader "Erickson Group." The

[3] *See* Globes, *IAI Converts Boeing 777 from Passenger to Cargo Plane*, https://en.globes.co.il/en/article-iai-converts-boeing-777-from-passenger-to-cargo-plane-1001520373 (last updated Sep. 1, 2025); *see also* The Stat Trade Times, *IAI, Mammoth, and KMC push ahead with Boeing 777-300ER freighters*, https://www.stattimes.com/air-cargo/iai-mammoth-and-kmc-push-ahead-with-boeing-777-300er-freighters-1354827 (last updated Mar. 25, 2025).

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Erickson and Precision companies were all built from the ground up. They provide a wide range of products and services, all aviation related.

37. Precision is and has always been at the forefront of the passenger-to-freighter plane conversion industry. Precision currently holds STCs to convert the 757 and the Airbus A321 into cargo planes. Additionally, one of Erickson's other subsidiaries owns the STC to modify the McDonald Douglas MD 87 passenger plane into a fire tanker.

38. Precision began work to obtain an STC for the 757 in 2001, and successfully achieved that goal in 2005. Precision was the first non-OEM company to obtain an STC for the 757.

39. Precision completed its first 757 conversion in October 2005. Precision has converted around 168 757 passenger planes into cargo planes to date. Precision has converted around 30 A321 passenger planes into cargo planes to date.

40. In 2015, Precision began work to obtain an STC for the A321. Although the A321 is a different plane than the 757, Precision was able to take advantage of the hard-earned process and procedure for obtaining an STC that Precision developed when working on the 757 STC. Precision had essentially figured out the roadmap to accomplish this difficult, multistep process, which greatly decreased the time and money necessary in obtaining the A321 STC.

41. Precision eventually obtained the A321 STC in 2021. Even with the ability to utilize its own trade secrets to limit the time and expense in obtaining the A321 STC, Precision still spent almost double what it spent on the 757 STC while employing around 80 full-time engineers on the project.

42. The cost to convert a passenger aircraft is high in part because the conversions are expensive to complete as a result of a significant amount of unique parts, assemblies, the surround, and the uniqueness that can be found in various production lines for these aircraft. In addition, the demand for the converted planes is high, resulting from limited providers due to the difficulty in obtaining an STC, and the long lifespan of a successfully converted 757. Some of Precision's main customers are shipping and mailing companies like DHL, as well as customers like Air China and

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Icelandair.

C. Precision's relationship with Wagner and Mammoth.

43. When Precision Conversions was formed in 2001, the original members of Precision Conversions were Erickson Ventures LTD (owning 99.935%) and William Wagner (owning 0.065%). Wagner was initially named the Vice President of Engineering of Precision Conversions and was responsible for developing engineering projects. He also had general supervision, direction, and control of the company's engineering projects. Wagner was the lead engineer on the Precision team that created the 757 Conversion Program and obtained the 757 STC.

44. On September 1, 2001, Precision Conversions, LLC, Precision Aeronautical, LLC (both subsidiaries of Precision Aircraft Solutions), Wagner Aeronautical, LLC, Wagner Ventures, LLC, and William Wagner entered into an Assignment, License, and Development Agreement (Development Agreement) which, in part, granted the Precision entities all rights, title, and interest in and to the 757 STC and 757 Conversion Program. The Development Agreement further specified that all the related copyrights and intellectual property rights were owned by Precision.

45. "Precision Know-How" was defined as "all intangible methods, processes, improvements, concepts, ideas, and information developed by or for Wagner in the course of, necessary for the obtainment of, or necessary in the operation under the 757 STC or the Conversion unique to the 757 STC or the Conversion."

46. "Know-How" was separately defined as including "all patents, patent applications, copyrights, trade secrets or other proprietary rights" and as not including "Data."

47. "Data" was defined to mean "all tools, documentation, and other work product developed in the course of, necessary for the obtainment of, or necessary in the operation under, the 757 STC or Conversion," and as including but not limited to, "the Finite Element Model and all supporting data, all loads analyses for whatever source derived, and all information submitted to the FAA in, with or in support of the application for the 757 STC."

48. In short, per the Development Agreement, Wagner has no right to use "Data," and

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only a limited license to use "Precision Know-How." Precision owns both.

49. On October 26, 2006, when Wagner was leaving Precision, Precision Conversions, LLC, Erickson Ventures, Ltd., Erickson Group, Ltd., Wagner Aeronautical, Inc., Wagner Ventures, LLC, and William Wagner signed another agreement (Memo of Agreement). The Memo of Agreement provided for a variety of things, including Erickson's purchase of Wagner Ventures, Erickson's facilitation of the sale of an aircraft, ongoing consulting services by Wagner Aeronautical for Precision, and significant royalties to be paid to Wagner related to the ongoing 757 Conversion Program. The Memo of Agreement also referred to the Development Agreement, reemphasizing that Precision owns all relevant intellectual property (and other Data and Know-How) and that Wagner has a license to use "Precision Know-How" only as provided in the Development Agreement. The Memo of Agreement explicitly left in place the rights and duties of the parties established by the Development Agreement.

50. Wagner performed additional work for a Precision affiliate, Aero Air, LLC, from approximately February 2011 through August 2014 for purposes of modifying another aircraft—the McDonald Douglas MD-87—into a fire bomber that helps put out fires.

51. In December 2020, Wagner co-founded Mammoth with Bill Tarpley. The company was founded "specifically to design, develop, convert, and support the development of passenger to freighter conversions," the first being the 777.[4] Mammoth is funded by a private equity group, Fortress Investment Group. Before investing in Mammoth, Fortress had no experience in passenger-to-freighter plane conversions.

52. On information and belief, Mammoth has been working to obtain the 777 STC since its formation in December 2020. Mammoth employs around 200 engineers for the 777 Conversion Program and has already spent hundreds of millions of dollars to obtain an STC for the 777.

53. In 2024, Mammoth reached out to Precision for assistance with its 777 Conversion Program. Eventually, the parties entered a contract in July 2024 (Consulting Agreement) under

[4] Mammoth Freighters, About, https://www.mammoth777.com/about (last visited Oct. 16, 2025).

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which Mammoth paid Precision in exchange for Precision employees providing engineering support.

54. Precision provided such support because it had excess engineering capacity at the time. The Consulting Agreement allowed Precision to keep its engineers on staff and earn revenue even when Precision did not have enough internal engineering work.

55. The Consulting Agreement expressly stated that Precision engineers could only use a Precision-specific technical report template, which was developed by Precision during the 757 STC program and is Precision's intellectual property. The Precision engineers could use the template to provide feedback and analysis, and as a model for the required form certain information needed to be in, to assist Mammoth in gaining approvals from DERS and the FAA. While the expertise of the Precision engineers working under the Consulting Agreement was important to the relationship, the valuable technical report template was key to the Consulting Agreement. Precision employees also provided feedback and analysis to Mammoth regarding Mammoth's own data.

56. Precision further specified in the Consulting Agreement that its employees were authorized to use "sanitized versions" of certain Precision report templates if helpful to the development of Mammoth's 777 STC technical report. Precision specified that these would be "sanitized versions" in order to protect Precision Data.

D. Mammoth recruiting of Precision employees.

57. All Precision employees who have access to information about Precision's passenger-to-freighter conversion programs are required to sign a confidentiality agreement as a condition of employment (Employee Confidentiality Agreements).

58. As part of the Employee Confidentiality Agreements, the former Precision employees agreed not to copy, divulge, alter, modify, or change Precision's confidential information, not to cause or permit Precision's confidential information to be disassembled, decompiled, or reverse-engineered, and not to develop methods of operation or procedures that perform the functions of Precision's confidential information. Each employee was also required to

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immediately return all confidential information to Precision after termination of the employment relationship. That confidential information includes Precision's trade secrets and other proprietary information.

59. Since Mammoth was established in December 2020, it has actively recruited Precision employees that are vital to Precision's passenger-to-cargo conversion programs, and who have deep knowledge of Precision's trade secrets relating to obtaining an STC.

60. Numerous employees have left Precision and joined Mammoth to assist Mammoth in its efforts to obtain a 777 STC. Each of these employees signed an Employee Confidentiality Agreement.

61. Most, if not all, of these employees also signed the Precision Employee Handbook (Handbook), which required that employees return all company property, including but not limited to documents, thumb drives, and other digital forms of information storing, to Precision on or before their last day of work. The Handbook also specifically required employees to comply with Precision's Confidentiality Policy and STC Data Policy, and forbade employees from removing, sending, or furnishing Precision's records to unauthorized persons and from downloading or using Precision's data without authorization. The Handbook further forbade employees from removing company property without written permission and from keeping copies of Precision's proprietary information, trade secrets, data, work product, or programs.

62. The following former Precision employees signed an Employee Confidentiality Agreement, and some, if not all, also signed the Handbook, before leaving Precision to work for Mammoth: Evgeny Ivanov, Joshua Dombrowsky, Curtis Salazar, Jade Huynh, Aaron Jeter, David Carter, Tracy Franz, Douglas Hoskins, James Allen II, Johnny Froehlich, Jerrid Schleifer, Katherine Popchock, Scott McWilliams, Yan Xu, Aaron Hall, Kelly Zurbuch, Brian McCarthy, Brand Norman, Zach Young, Mike Roake, and Cameron France.

63. Precision goes to great lengths to protect its trade secrets. In addition to requiring that employees sign the Employee Confidentiality Agreement and Handbook, Precision keeps its trade secrets locked down on its server and only grants access to its trade secrets to employees on

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a need-to-know basis. Precision also monitors downloads of data. At certain times, when Precision has suspected that an employee has taken data, Precision has done a proper search of the employee's home with a sheriff.

64. Currently, Precision employs around eighteen engineers, while Mammoth employs hundreds. Mammoth has taken approximately twenty of Precision's key employees over the past five years. The loss of these employees has harmed Precision significantly. Precision has had to hire new people and train them on Precision's complicated products and processes. These losses have also harmed Precision's reputation with its customers. At least one Precision customer has commented on the losses, wondering if all of Precision's engineers went to Mammoth, who is left at Precision?

E. Precision's discovery of Mammoth's trade secret misappropriation.

65. In 2023, Precision learned that Mammoth used Precision's proprietary Finite Element Model (FEM) developed during the 757 STC and attempted to scale it up to the 777. The FEM is important because it provides a virtual testing environment, as opposed to a physical one, to test the impact of changes contemplated to an airframe when modifying a passenger aircraft to a cargo aircraft.

66. In or around August 2025, a Precision employee working pursuant to the Consulting Agreement for Mammoth found additional documents on Mammoth's internal database containing Precision's trade secrets and intellectual property regarding the 757 Conversion Program. The first documents discovered were a 44-page report and a 27-page report detailing the use of a particular shutoff valve. Those documents contain specific information about how Precision was able to obtain FAA approval for use of this particular shutoff valve. The fact that there are two reports totaling over 70 pages that just relate to a single shutoff valve is indicative of the complication of obtaining an STC, and the value of Precision's trade secrets.

67. Around the same time, this same Precision employee discovered an email thread from 2024 where Mammoth's Environmental Control System engineer misrepresented to another Mammoth employee that Precision and Wagner had a partnership, and that Mammoth could use

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all qualification data from the 757 Conversion Program. The Mammoth employee explained that the reason Mammoth chose to use the specific valve from the two reports was because Mammoth "had access to all the qual data."

68. As explained above, Precision is the sole owner of its data and know-how. Neither Mammoth, Wagner, nor any other entities or former Precision employees have any right to access or use this data.

69. To be sure, none of this information relates to Precision's and Mammoth's Consulting Agreement.

70. On information and belief, Mammoth has Precision's data and other documents that contain an enormous number of trade secrets related to the 757 Conversion Program and the A321 Conversion Program that provide Mammoth with significant know-how to achieve a passenger-to-freighter plane STC.

71. Precision Data is highly valuable to Precision, not just because Precision uses it to convert 757s and A321s, but because it can be utilized as a template in any other large passenger-to-freighter conversion project. Indeed, the 757 Conversion Program data helped Precision in its A321 Conversion Program, and Mammoth expressly is using data from both programs—without Precision's knowledge or permission—in its 777 Conversion Program.

72. If Precision desired to license or sell its STC-related trade secrets to a competitor company like Mammoth, Precision could easily secure tens of millions for a non-exclusive license plus a per-copy royalty. Indeed, Mammoth is already paying Precision pursuant to the Consulting Agreement simply for Precision's analysis of Mammoth's own data. The value of a license to use Precision Data is significantly higher.

V. CLAIMS

COUNT ONE
Misappropriation of Trade Secrets (18 U.S.C. § 1836(b))

73. Precision incorporates by reference paragraphs 1 through 72 above as though set forth fully herein.

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74. Precision has taken many measures to ensure the secrecy of information about its 757 Conversion Program and its A321 Conversion Program, including but not limited to only disclosing the information on a need-to-know basis, requiring every person or entity who accesses the information to sign a confidentiality and non-disclosure agreement, and monitoring data downloads.

75. Precision derives significant economic value from keeping information about the 757 Conversion Program and the A321 Conversion Program secret as it is one of the few companies who is able to convert passenger planes into cargo planes. Release of these trade secrets would allow other companies to replicate Precision's ability to convert 757s, A321s, and other passenger planes, into cargo planes, as well as obtain all the necessary approvals from the FAA to receive the required STC.

76. Mammoth acquired, and currently has possession of, secret and proprietary information about Precision's 757 Conversion Program and Precision's A321 Conversion Program.

77. Mammoth used, and continues to use, Precision Data without Precision's authorization in its attempt to secure an STC for Mammoth's 777 Conversion Program.

78. Mammoth knew or had reason to know that knowledge of Precision Data was derived from former Precision employees or contractors who had a duty to maintain the secrecy of the trade secrets, and who breached that duty and stole Precision's trade secrets. Mammoth knew this in part because Wagner previously worked for Precision and knew he had a duty to maintain confidentiality of Precision's trade secrets. He similarly knew other Precision employees were subject to the same duty. Mammoth also knew this because Mammoth's lead engineer, Evgeny Ivanov, was previously the lead engineer on Precision's A321 Conversion Program. Ivanov knew that Precision employees, including himself, had a duty to maintain confidentiality of Precision's trade secrets. He also knew that neither Wagner nor Mammoth nor he had any ownership of or license to use Precision Data.

79. Mammoth knew or had reason to know that Precision's 757 and A321 Conversion

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Programs, and all that went into them, are Precision's trade secrets and that neither Mammoth, Wagner, nor any former Precision employee had permission to obtain or use those trade secrets. Mammoth knew this in part because Wagner and Ivanov previously worked for Precision and knew Precision's policies both with respect to their own inability to use Precision's data along with other employees' inability to use Precision's data.

80. The 757 Conversion Program information is used to convert 757s into cargo planes, which are used to distribute goods in both interstate and foreign commerce. The A321 Conversion Program information is used to convert A321s into cargo planes, which are used to distribute goods in both interstate and foreign commerce. The 777 Conversion Program is similarly aimed at converting 777s into cargo planes to distribute goods in both interstate and foreign commerce.

81. Mammoth's misappropriation has harmed and will continue to harm Precision by depriving Precision of compensation for use of its trade secrets, by allowing a potential competitor to enter the market and thus take market-share from Precision without compensation, and for potentially exposing Precision's trade secrets to other passenger-to-freighter companies in a niche market. Mammoth has been and will be unjustly enriched by willfully misappropriating Precision's trade secrets.

COUNT TWO
Misappropriation of Trade Secrets (ORS 646.46 *et seq.*)

82. Precision incorporates by reference paragraphs 1 through 81 above as though set forth fully herein.

83. Precision has taken many measures to ensure the secrecy of information about its 757 Conversion Program and its A321 Conversion Program, including but not limited to only disclosing the information on a need-to-know basis, requiring every person or entity who accesses the information to sign a confidentiality and non-disclosure agreement, and monitoring data downloads.

84. Precision derives significant economic value from keeping information about the 757 Conversion Program and the A321 Conversion Program secret as it is one of the only

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companies who is able to convert 757s and A321s into cargo planes. Release of these trade secrets would allow other companies to replicate Precision's ability to convert 757s, A321s, and other passenger planes, into cargo planes, as well as obtain all the necessary approvals from the FAA to receive the required STC.

85. Mammoth acquired, and currently has possession of, secret and proprietary information about Precision's 757 Conversion Program and Precision's A321 Conversion Program.

86. Mammoth used, and continues to use, Precision Data without Precision's authorization in its attempt to secure an STC for Mammoth's 777 Conversion Program.

87. Mammoth knew or had reason to know that knowledge of Precision Data was derived from former Precision employees or contractors who had a duty to maintain the secrecy of the trade secrets, and who breached that duty and stole Precision's trade secrets. Mammoth knew this in part because Wagner previously worked for Precision and knew he had a duty to maintain confidentiality of Precision's trade secrets. He similarly knew other Precision employees were subject to the same duty. Mammoth also knew this because Mammoth's lead engineer, Ivanov, was previously the lead engineer on Precision's A321 Conversion Program. Ivanov knew that Precision employees, including himself, had a duty to maintain confidentiality of Precision's trade secrets. He also knew that neither Wagner nor Mammoth nor he had any ownership of or license to use Precision Data.

88. Mammoth knew or had reason to know that Precision's 757 and A321 Conversion Programs, and all that went into them, are Precision's trade secrets and that neither Mammoth, Wagner, nor any former Precision employee had permission to obtain or use those trade secrets. Mammoth knew this in part because Wagner and Ivanov previously worked for Precision and knew Precision's policies both with respect to their own inability to use Precision's data along with other employees' inability to use Precision's data.

89. Mammoth's misappropriation has harmed and will continue to harm Precision by depriving Precision of compensation for use of its trade secrets, by allowing a potential competitor

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to enter the market and thus take market-share from Precision without compensation, and for potentially exposing Precision's trade secrets to other passenger-to-freighter companies in a niche market. Mammoth has been and will be unjustly enriched by willfully misappropriating Precision's trade secrets.

COUNT THREE
Unfair Competition (ORS 646.605 *et seq.*)

90. Precision incorporates by reference paragraphs 1 through 89 above as though set forth fully herein.

91. Mammoth engaged in unfair conduct by misappropriating and using Precision's data and know-how, including its trade secrets, to obtain an STC for its 777 Conversion Program, thereby depriving Precision of the right to package and market such data and know-how for sale or license.

92. Mammoth further engaged in unfair conduct by misrepresenting to former Precision employees that Mammoth owned or had license to use Precision's data and know-how, both luring these Precision employees away from Precision and to its competitor Mammoth under false pretenses, as well as coercing these former Precision employees to disclose and utilize Precision's data and know-how for the benefit of Mammoth, which these employees otherwise would have kept confidential.

93. Mammoth's acts of unfair competition have harmed and will continue to harm Precision because Mammoth has benefitted from using Precision's data and know-how without paying Precision any compensation. Mammoth has been and will be unjustly enriched by willfully engaging in such unfair competition.

COUNT FOUR
Tortious Interference

94. Precision incorporates by reference paragraphs 1 through 93 above as though set forth fully herein.

95. Precision had a contract to maintain confidentiality of Precision's data and know-

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how, including its trade secrets, with each of its former employees. Precision also had a contract with its former employees not to solicit other Precision employees to terminate their employment with Precision. Mammoth knew about those contracts, and the confidentiality and non-solicitation provisions within them, in part because of Wagner's and Ivanov's prior involvement with and employment by Precision.

96. On information and belief, Mammoth intentionally interfered with former Precision employees' fulfillment of their contracts with Precision to maintain confidentiality by soliciting confidential information from those former employees. Mammoth did so to misappropriate Precision's data and know-how.

97. Mammoth caused those employees to disclose Precision Data and know-how, in direct violation of their contracts with Precision.

98. On information and belief, Mammoth also intentionally interfered with former Precision employees' fulfillment of their contracts with Precision not to solicit other Precision employees to terminate their employment with Precision by encouraging former Precision employees to recruit other Precision employees to leave Precision and join Mammoth. Mammoth did so to compete unfairly with Precision.

99. Mammoth caused those employees to steal more of Precision's valuable employees.

100. As a result of Mammoth's tortious interference, Precision's data and know-how have been disclosed to an unknown number of persons, depriving Precision of its right to maintain their secrecy and to receive compensation for Mammoth's use of such data and know-how. Precision has also lost numerous employees who Precision trained on passenger-to-freighter conversions. As a result of Mammoth's tortious conduct, Precision has been forced to recruit and hire new employees, and to spend time and resources training them.

COUNT FIVE
Civil Conspiracy

101. Precision incorporates by reference paragraphs 1 through 100 above as though set

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forth fully herein.

102. Mammoth agreed with one or more former Precision employees to misappropriate Precision's data and know-how, including those containing Precision's trade secrets.

103. Together, Mammoth and former Precision employees succeeded in misappropriating Precision's data and know-how by acquiring and using, among other things, documents containing information about Precision's 757 Conversion Program, its A321 Conversion Program, and the STC process more generally.

104. As a result of this conspiracy, Precision's data and know-how have been disclosed to an unknown number of persons, depriving Precision of its right to maintain their secrecy and to receive compensation for Mammoth's use of such data and know-how.

COUNT SIX
Conversion

105. Precision incorporates by reference paragraphs 1 through 104 above as though set forth fully herein.

106. Precision owns the data and know-how, including those containing Precision's trade secrets, that Mammoth stole and that are currently in Mammoth's possession.

107. Mammoth wrongfully took Precision Data and know-how relating to Precision's 757 Conversion Program, its A321 Conversion Program, and the STC process more generally and is now using it without Precision's consent or authorization.

108. Mammoth knew at the time it took Precision's data and know-how, and still knows, that it did not and does not have Precision's consent either to possess or use any of Precision's data or know-how, especially Precision's trade secrets. Mammoth knows this in part because each of its employees who took those trade secrets agreed, in writing, that they had no right to disclose or use any of Precision's intellectual property, trade secrets, documents, or data.

109. As a result of Mammoth's theft, Precision Data and know-how have been disclosed to an unknown number of persons, depriving Precision of its right to maintain their secrecy and to receive compensation for Mammoth's use of such data and know-how.

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COUNT SEVEN
Injunction

110. Precision incorporates by reference paragraphs 1 through 109 above as though set forth fully herein.

111. Precision will be irreparably harmed if Mammoth is permitted to retain and/or use Precision Data and know-how, including its trade secrets, because Mammoth will use such information to attempt to secure an STC for the 777 Conversion Program without paying Precision any compensation.

112. In addition to any other relief allowed by law, Precision is entitled to a permanent injunction, requiring Mammoth to return or destroy all documents reflecting, referencing, relying on, or referring to Precision's data and know-how, including its trade secrets, and enjoining Mammoth and its affiliates from using that data and know-how.

VI. PRAYER FOR RELIEF

Based on the foregoing, Precision requests the following relief:

a) An award of actual, special, punitive, and exemplary damages, including for Mammoth's unjust enrichment, to the extent permitted by applicable law;

b) A permanent injunction as described above;

c) An award of attorney's fees, costs, expenses, and pre- and post-judgment interest to the extent permitted by applicable law; and

d) Any other relief permitted by applicable law or deemed appropriate by this Court.

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VII. JURY DEMAND

Under Federal Rule of Civil Procedure 38, Precision demands a trial by jury on all triable issues.

DATED: October 20, 2025

BALLARD SPAHR LLP

By *s/Bruce H. Cahn*

Paul B. George, OSBA No. 990090
Bruce H. Cahn, OSB No. 935450
601 S.W. Second Avenue, Suite 2100
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cahnb@ballardspahr.com

Attorneys for Precision Aircraft Solutions, LLC

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

PRECISION AIRCRAFT SOLUTIONS, LLC

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Paul George, Ballard Spahr LLP, 601 SW 2nd Avenue, #2100, Portland, OR 97204

DEFENDANTS

MAMMOTH FREIGHTERS, LLC

County of Residence of First Listed Defendant Tarrant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☒ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
18 USC 1836

Brief description of cause:
Misappropriation of trade secrets

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ $45,000,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
Oct 20, 2025

SIGNATURE OF ATTORNEY OF RECORD
/s/ Bruce H. Cahn

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Oregon

PRECISION AIRCRAFT SOLUTIONS, LLC

Plaintiff(s)

v.

MAMMOTH FREIGHTERS, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MAMMOTH FREIGHTERS, LLC

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Paul B. George
Bruce H. Cahn
Ballard Spahr LLP
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: