

Laura Salerno Owens (OSB 076230)
Anit Jindal (OSB 171086)
David Fauria (OSB 170973)
MARKOWITZ HERBOLD PC
1455 SW Broadway, Suite 1900
Portland, OR 97201
(503) 295-3085
anitjindal@markowitzherbold.com

Steven F. Molo (*pro hac vice*)
Thomas Schubert (*pro hac vice*)
MOLOLAMKEN LLP
300 N. LaSalle St.
Chicago, IL 60654
(312) 450-6700
smolo@mololamken.com

Eric R. Nitz (*pro hac vice*)
Caroline Grueskin (*pro hac vice*)
MOLOLAMKEN LLP
The Watergate, Suite 500
600 New Hampshire Avenue, N.W.
Washington, D.C. 20037
(202) 556-2000

Counsel for Defendant Mammoth Freighters, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

PRECISION AIRCRAFT SOLUTIONS, LLC,

Plaintiff,

v.

MAMMOTH FREIGHTERS, LLC,

Defendant.

No. 3:25-cv-01927-AR

**DECLARATION OF ERIC R. NITZ IN
SUPPORT OF MAMMOTH'S
MOTION TO DISMISS**

Eric R. Nitz declares as follows pursuant to 28 U.S.C. § 1746:

1. I am a member of the bar of the District of Columbia and have been admitted *pro hac vice* to practice before this Court. I am over the age of 18, an attorney at the law firm MoloLamken LLP, and counsel for Defendant Mammoth Freighters, LLC in this case. I submit this Declaration in support of Mammoth's motion to dismiss.

2. Attached as **Exhibit A** is a true and correct copy of an "Assignment, License, and Development Agreement" entered into as of September 1, 2001, by Precision Conversions, LLC, Precision Aeronautical, LLC, Wagner Aeronautical, Inc., Wagner Ventures, LLC, and William J. Wagner, and referred to in ¶44 of the Complaint.

* * *

I declare under penalty of perjury that the foregoing is true and correct.

Executed: December 22, 2025
Washington, D.C.



Eric R. Nitz

Exhibit A

ASSIGNMENT, LICENSE, AND DEVELOPMENT AGREEMENT

THIS ASSIGNMENT, LICENSE, AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into effective as of September 1, 2001 (the "Effective Date"), by Precision Conversions, LLC, an Oregon limited liability company ("Precision"), and Precision Aeronautical, LLC, an Oregon limited liability company, on the one hand, and Wagner Aeronautical, Inc., a California corporation, Wagner Ventures, LLC, a California limited liability company, and William J. Wagner on the other hand (collectively, "Wagner"), regarding the intellectual property arising out of or related to Precision's efforts to obtain one or more Supplemental Type Certificates (a "757 STC") from the Federal Aviation Administration (the "FAA") for the conversion of Boeing 757 aircraft from passenger configuration to cargo-carrying configuration (the "Conversion"). The parties hereby acknowledge and agree that this Agreement relates solely to the Conversion of Boeing 757 aircraft and not to any other types of aircraft. The parties have been operating under an oral agreement and hereby execute this Agreement to memorialize their agreement.

Section 1. Intellectual Property Rights

(a) Assignment of Rights. In conjunction with Precision's contracting with Wagner to manage and create all design, engineering and analysis necessary to secure the 757 STC, Wagner hereby grants to Precision its entire right, title and interest in and to the STC, the Conversion, and all proprietary rights therein, including, without limitation, all "Data" and "Precision Know-How" (regardless of when created) (collectively, with "Wagner Know-How", the "IP Rights"). "Data" means 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 the Conversion. "Data" includes, but is 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. "Precision Know-How" means 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. "Wagner Know-How" means all intangible methods, processes, improvements, concepts, ideas, and information necessary for the obtainment of, or necessary in the operation under, the 757 STC or the Conversion that are not unique to the 757 STC or the Conversion. "Know-How" includes all patents, patent applications, copyrights, trade secrets or other proprietary rights. "Know-How" does not include Data.

(b) Delivery of Data. Wagner will transfer to Precision all Data at the same time as Wagner submits the final Data to the FAA. Upon request by Precision at any reasonable time, Wagner will transfer all Data, in its most current state, to Precision. Wagner will transfer Data in a form reasonably acceptable and readily useful to Precision.

(c) Work for Hire. William J. Wagner acknowledges that all work related to the development or acquisition of the Data and the Precision Know-How has been done

at the request of Wagner Aeronautical, Inc., Precision, or Precision Aeronautical, LLC, as an employee, has been performed at the expense of one of them, and is considered a work for hire. All copyrights and other intellectual property rights on such work shall be owned and held by Precision (or its nominee). Wagner agrees to assist Precision in obtaining copyrights and patents on such intellectual property and agrees to promptly assign all such copyrights and patents to Precision or its nominee, at Precision's direction and expense.

(d) Independent Contractor IP Assignment. If Precision Aeronautical, LLC, or Wagner Aeronautical, Inc., hires any independent contractors to perform any work associated with the 757 STC or the Conversion, William J. Wagner shall ensure that such independent contractor signs an agreement assigning to Precision or Precision's nominee any copyright, patent, or other intellectual property acquired in the course of such work.

(e) Wagner's License of Certain Precision Know-How. Precision hereby grants to William J. Wagner a perpetual, non-exclusive, royalty-free license to use any Precision Know-How, provided that William J. Wagner does not use such intangible property in violation of the non-competition covenant in Section 2, and that William J. Wagner maintains such intangible property as a trade secret of Precision. Wagner may sublicense the license. The license will automatically and irrevocably terminate should William J. Wagner breach either condition.

(f) Precision's License of Wagner Know-How. Wagner hereby grants to Precision a perpetual, non-exclusive, royalty-free license to use any Wagner Know-How, provided that Precision does not use such intangible property in violation of the non-competition covenant in Section 2, and that Precision maintains such intangible property as a trade secret of Wagner. Precision may sublicense the license. The license will automatically and irrevocably terminate should Precision breach either condition.

(g) Further Assurances. Each party will give further effect to the licenses granted in 1(e) and 1(f) by executing a separate license agreement, in a form reasonably acceptable to the parties, for each license.

Section 2. Non-Competition Covenant

Until the 757 STC is issued and for five years thereafter, Wagner, and each of them, covenant and agree that they will not: (i) provide engineering, design, management or other similar services to any other business enterprise relating to the conversion of Boeing 757 aircraft from passenger to freighter configuration; or (ii) solicit any of the customers, suppliers, contractors, or employees of Precision or Precision Aeronautical, LLC, for purposes related to the conversion of Boeing 757 aircraft from passenger to freighter configuration.

Section 3. Confidentiality

(a) Wagner, and each of them, agree that any and all confidential information, whether or not in writing, concerning Precision's business affairs and matters in which Precision has an interest, including but not limited to the Conversion, Data, Precision Know-How, and other inventions, drawings, blueprints, specifications, products, processes, developments, plans, formulas, designs, ideas, computer programs, purchasing and marketing information, and all other communications, oral or written, regardless of whether related to the 757 STC and the Conversion, assigned by Wagner to Precision under this Agreement or disclosed or provided to Wagner in conjunction therewith (the "Precision Proprietary Information") are and shall be Precision's property.

(b) Precision agrees that any and all confidential information, whether or not in writing, concerning Wagner's business affairs and matters in which Wagner has an interest (exclusive of the Conversion, Data, and Precision Know-How), including other inventions, drawings, blueprints, specifications, products, processes, developments, plans, formulas, designs, ideas, computer programs, purchasing and marketing information, and all other communications, oral or written, disclosed or provided to Precision in conjunction therewith (the "Wagner Proprietary Information") are and shall be Wagner's property.

(c) Wagner, and each of them, agrees not to disclose the Precision Proprietary Information to any unauthorized persons or use any of the Proprietary Information for any unauthorized purposes without prior written approval of Precision (approval for which shall require approval of Erickson Ventures, Ltd. only), until such time as such information has become public knowledge through no fault of Wagner. This obligation shall survive the expiration or termination of this Agreement.

(d) Precision agrees not to disclose the Wagner Proprietary Information to any unauthorized persons or use any of the Wagner Proprietary Information for any unauthorized purposes without prior written approval of Wagner, until such time as such information has become public knowledge through no fault of Precision. This obligation shall survive the expiration or termination of this Agreement.

(e) Precision Proprietary Information shall not include:

(i) Other than the Data and Precision Know-How, information that is already known to Wagner and that was not obtained or derived, directly or indirectly from Precision or from information provided to Precision or from any third party, subject to a confidentiality or non-use obligations;

(ii) Information that becomes public or available to the general public or generally known in the industry otherwise than through Wagner's act or default;

(iii) Information obtained from a third party who is lawfully in possession of the same and which information is not subject to any confidentiality or non-use obligations owed to Precision or any other third party.

(f) Wagner Proprietary Information shall not include:

(i) Other than Wagner Know-How, information that is already known to Precision and that was not obtained or derived, directly or indirectly from Wagner or from information provided to Wagner or from any third party subject to a confidentiality or non-use obligations;

(ii) Information that becomes public or available to the general public or generally known in the industry otherwise than through Precision's act or default;

(iii) Information obtained from a third party who is lawfully in possession of the same and which information is not subject to any confidentiality or non-use obligations owed to Wagner or any other third party.

Section 4. Warranties and Representations.

Wagner warrants and represents that:

(a) Wagner's execution of this Agreement and performance of all of its obligations hereunder is not in conflict with any agreement to which Wagner is a party and no third party has, or will have, any liens, claims, or rights in the IP Rights. The IP Rights are granted free and clear of all liens and encumbrances.

(b) As of the beginning of the development of the 757 STC and the Conversion by Wagner, and at the time of any delivery to Precision, (1) the IP Rights, or any manufacture, sale, or use thereof, or the Know-How, does not or, to the best of Wagner's knowledge, will not infringe, individually or collectively, any patent, copyright, trade secret, or other proprietary right of any third party; and (2) Wagner has no, or will have no, reason to believe that any patent, copyright, trade secret, or other proprietary right of any third party may be infringed. Wagner has not granted any rights or licenses to any third party in or to the IP Rights, nor suffered or permitted any impositions of any nature on the IP Rights.

(c) The IP Rights embody all rights necessary to obtain the 757 STC from the FAA or required by FAA regulations to operate under the 757 STC.

Section 5. Miscellaneous.

(a) The rights and obligations under this Agreement shall survive and continue after any expiration, termination or cancellation of this Agreement. At all times during this Agreement and following termination, the entire right, title and interest in and to the entire Conversion (including the 757 STC) shall vest in Precision.

(b) This Agreement shall be deemed to be a contract made under the laws of the Oregon and shall be interpreted in accordance with the laws thereof. The parties agree that, in the event of a legal dispute, any action or suit shall be brought exclusively in, and hereby submit to the jurisdiction of, the state of Oregon courts of Multnomah County, Oregon.

(c) Wagner will promptly take all actions reasonably necessary or useful to confirm, document, or secure the benefit of the IP Rights in Precision, as requested by Precision. Such actions will be taken at no cost to Wagner unless such actions result from a breach of this Agreement by Wagner, in which event Wagner will bear the expense.

(d) This Agreement represents the entire agreement of the parties regarding the subject matter of this Agreement and shall supercede all prior oral or written agreement regarding this subject matter. This Agreement may only be amended by the written agreement of all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

WAGNER AERONAUTICAL, INC.

WAGNER VENTURES, LLC

By: _____
William J. Wagner
President

By: _____
William J. Wagner
Authorized Member

PRECISION CONVERSIONS, LLC

By: _____
Steven J. Thomas
President

William J. Wagner, Individually

PRECISION AERONAUTICAL, LLC

By: _____
Steven J. Thomas
President