

2/8/18

Dir. of Marine Ops.

new carbon fiber + titanium
taking people to Titanic

VW APL div.

ex - Navy diver { no exp. w/
submersibles
hull 10" thick

changed to 5" thick

- decided not to get inspected
- Term interview -

NDT non-destruct. testing

Rubber O ring

Eng Dir - has no exp.

6,000 psi

Asking for docs of design

I was denied info

- 1,000 meters - certified
- Guidelines
 - Rp not following guidelines
- 4,000 meters -
 - I recommended
 - unmanned testing
- The owner wants to be in the sub.
I told him that's not safe.
- Rp said they don't want to insure the sub.

I was

b/c of my report

[REDACTED] told me he fired me b/c
of my report - doing you just
fine well.

You don't have confidence in upper mgr.

hired: May '15

Rp owns 2 other subs.

Antipiles Sub

ABS Amer. Bureau of Shipping

Cyclops 1 -

Cyclops 2 - doesn't conform to any industry standard.

not classified

Said we could use Lloyds of London flooring - HDPE -

asked for MSDS - refused

let's do flammable test
I took sample - reignited

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
300 – Fifth Avenue, Suite 1280
Seattle, WA 98104
Tel: (206) [REDACTED]
Fax: (206) [REDACTED]



VIA UPS

September 14, 2023

[REDACTED]
[REDACTED]
[REDACTED]

Re: OceanGate Inc. [REDACTED]

Dear [REDACTED]

This is to acknowledge receipt of your whistleblower retaliation complaint, which was filed on February 6, 2018, against OceanGate Inc. (Respondent) under the Seaman's Protection Act as amended by Section 611 of the Coast Guard Authorization Act of 2010, P.L. 111-281 (SPA), 46 U.S.C. §2114.

The Occupational Safety and Health Administration (OSHA) is responsible for enforcing the whistleblower provisions of the SPA, and will conduct its investigation following the procedures outlined in 29 CFR Part 1986. You may obtain a copy of the law and regulations at: <http://www.whistleblowers.gov>. Upon request, a printed copy of these materials will be mailed to you.

OSHA has provided a copy of your complaint to Respondent and has requested a written reply. You will receive a copy of Respondent's reply and will be given an opportunity to respond.

Per Presidential Memorandum – Managing Government Records, we request that any future documents you submit to OSHA be submitted electronically, if possible, and sent to the assigned investigator's email address. Please send Respondent a copy of all documents that you submit to OSHA at the following address:

OceanGate Inc.
Administration and Marine Operations
1205 Craftsman Way, Suite 112
Everett, WA 98201

If the submitted information contains personal, identifiable information about individuals other than you, that information should be removed before sending it to Respondent.

Within 20 days of receiving this letter, please send to the assigned investigator (AND to Respondent) any evidence related to the complaint, such as notes, minutes, letters, emails, texts, voice messages, etc. Also send to the assigned investigator (NOT to Respondent) a list of the names, addresses, and telephone numbers of the potential witnesses, along with a brief summary of what each witness should know.

You have the right to be represented in this matter. If you choose to have a lawyer or someone else represent you, please have that person complete and promptly return to the assigned

investigator the enclosed Designation of Representative form. **Please note, all communications and submissions should be made to the assigned investigator, identified below.**

You are expected to cooperate in this investigation and failure to do so may cause the complaint to be dismissed.

If you are interested in early resolution settlement discussions please fill out the enclosed Alternative Dispute Resolution (ADR) form or contact the assigned investigator for more information.

Sincerely,

[REDACTED]
Assistant Regional Administrator

ASSIGNED INVESTIGATOR:

[REDACTED]
Regional Investigator
U.S. Department of Labor, OSHA
300 – Fifth Avenue, Suite 1280
Seattle, WA 98104

[REDACTED]
[REDACTED]
[REDACTED]

Enclosures: (1) Copy of Complaint
(2) Designation of Representative Form
(3) ADR Request Form & Fact Sheet
(4) Job Search Log

DESIGNATION of REPRESENTATIVE FORM

Please Complete The Information In The Boxes Below. Use Blue Or Black Ink.

Email This Form To The Assigned Investigator As Soon As Possible

Or Fax To: [REDACTED]

Re: OceanGate Inc./[REDACTED]/0-1960-18-073

The undersigned hereby enters his appearance as representative of the named party below in the above-captioned matter.

Party's Name (Type or print in the box below)	Representative's Name (Type or print in the box below)
Representative's Signature (Sign below)	Street Address or P.O. Box (Type or print in the box below)
Date (Type or print in the box below)	City, State, ZIP (Type or print in the box below)
Telephone (Type or print in the box below)	FAX (Type or print in the box below)
E-mail Address (Type or print in the box below)	

**REQUEST FOR
ALTERNATIVE DISPUTE RESOLUTION (ADR)
OSHA – REGION 10**

Re: OceanGate Inc [REDACTED]

ADR is a voluntary program that allows the parties to resolve a whistleblower retaliation complaint outside of the investigative process. The parties attempt to negotiate a settlement with the help of a neutral OSHA facilitator who is not involved in the investigation of the complaint.

Communications during the ADR process are kept confidential, to the extent permitted by law, and are not disclosed to anyone without the consent of the parties.

While the ADR process is ongoing, the investigation will be put on-hold.

If the complaint is not resolved during the ADR process, either party may share information and documents that it disclosed during the ADR process with the assigned investigator.

If you are interested in participating in early resolution, please email this form to the assigned investigator or fax this form to [REDACTED]

_____ I am interested in pursuing ADR as an alternative to OSHA's investigation.

Signature

Date

Print Full Name

Daytime Phone Number

Email address

OSHA – REGION 10
Alternative Dispute Resolution (ADR)
Frequently Asked Questions

What is OSHA's ADR program?

ADR is a voluntary program that allows the parties to resolve a whistleblower retaliation complaint outside of the investigative process. The parties attempt to negotiate a settlement with the help of a neutral OSHA facilitator who is not involved in the investigation of the complaint.

What are the benefits of ADR?

ADR allows the parties to reach a win-win resolution of the complaint on their own terms rather than let OSHA pick a winner and a loser. ADR is a faster method than an investigation, which can be lengthy and involve multiple appeals. ADR may also allow the parties to preserve/repair the employment relationship.

Is ADR Confidential?

Yes. Communications during ADR are kept confidential, to the extent permitted by law, and are not disclosed to anyone without the consent of the parties. If the complaint is not resolved during ADR, neither party may share with the assigned investigator any discussions that were made during ADR.

What happens to the investigation during ADR?

While the ADR process is ongoing, the investigation will be put on-hold.

How do I sign up for ADR?

If you would like to pursue ADR, please return the attached "Request for ADR" form within ten (10) business days of your receipt of this letter.

What happens if I want to pursue ADR but the other party does not agree?

ADR is voluntary. All parties must agree to participate. If either party does not wish to participate, OSHA will proceed with an investigation.

What happens if both parties ask for ADR?

If both parties request ADR, an OSHA official will contact each party separately to coordinate a mutually-agreed upon date, time, location and format for the ADR session. If the parties agree upon a framework, a neutral OSHA official will then facilitate the ADR session. If the parties reach a settlement during the ADR session, the OSHA official will draft or review a proposed settlement agreement following the procedures outlined in the Whistleblower Investigations Manual (available at www.whistleblowers.gov, Chapter 6, Remedies and Settlement Agreements.)

Does attempting ADR delay the OSHA investigation?

No. Respondent must provide its position statement within 20 days of receiving OSHA's opening letter unless the parties reach a signed settlement agreement prior to that date. Attempting ADR does not confer an extension of time in which Respondent may submit its position statement unless OSHA feels that such an extension would benefit the ADR process.

What happens if ADR fails?

If the parties decline to pursue ADR or if the parties fail to reach a settlement during ADR, the complaint will be referred for investigation.

Is settlement possible outside ADR?

Yes. The parties may enter into a settlement agreement at any time during the course of the investigation, but all settlements must be approved by OSHA before the case can be closed.

How much does ADR cost?

There is no charge to participate in ADR.

How can I learn more about OSHA's ADR program?

Please contact the assigned investigator identified in your opening letter.

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
300 – Fifth Avenue, Suite 1280
Seattle, WA 98104
Tel: (206) [REDACTED]
Fax: (206) [REDACTED]



Complainant Job Search Log

Re: OceanGate Inc. [REDACTED] [REDACTED]

If your employment was terminated, please complete this form and return it to OSHA when requested. If OSHA finds merit to your complaint your damages could be reduced if you cannot show a record of your job search.

If you are hired by another company, please indicate that as well. Thank you.

Date Hired: _____ Pay Rate: \$ _____ / _____ Avg. # of Hours/Week: _____

Contact Date	Company Name & Address	Phone	Contact Name	Result

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
300 – Fifth Avenue, Suite 1280
Seattle, WA 98104
Tel: (206) [REDACTED]
Fax: (206) [REDACTED]



VIA UPS

September 14, 2023

OceanGate Inc.
Administration and Marine Operations
1205 Craftsman Way, Suite 112
Everett, WA 98201

Re: OceanGate Inc. [REDACTED]

Dear Sir or Madam:

We hereby serve you notice that a complaint has been filed with this office by Mr. [REDACTED] who is alleging retaliatory employment practices in violation of the Seaman's Protection Act as amended by Section 611 of the Coast Guard Authorization Act of 2010, P.L. 111-281 (SPA), 46 U.S.C. §2114. A copy of the complaint is enclosed.

The Occupational Safety and Health Administration (OSHA) is responsible for enforcing the whistleblower provisions of the SPA and will conduct its investigation following the procedures outlined in 29 CFR Part 1986. You may obtain a copy of the law and regulations at <http://www.whistleblowers.gov>. Upon request, a printed copy of these materials will be mailed to you.

Please provide within 20 days a written account of the facts and a statement of your position with respect to the allegation that you have retaliated against Complainant in violation of the law. Please note that a full and complete initial response, supported by appropriate documentation, may help to achieve early resolution of this matter. Your cooperation is critical so that all facts of the case may be considered.

Per Presidential Memorandum – Managing Government Records, we request that any documents you submit to OSHA be submitted electronically, if possible, and sent to the assigned investigator's email address. Please send Complainant a copy of all documents that you submit to OSHA at the following address:

[REDACTED]
[REDACTED]
[REDACTED]

If the information provided contains personal, identifiable information about individuals other than Complainant, or business sensitive information, please remove this information before sending it to Complainant.

You have the right to be represented in this matter. If you choose to have a lawyer or someone else represent you, please have that person complete and promptly return to the assigned investigator the enclosed Designation of Representative form. **Please note, all communications and submissions should be made to the assigned investigator, identified below.**

If you are interested in early resolution settlement discussions please fill out the enclosed Alternative Dispute Resolution (ADR) form or talk to the assigned investigator for more information.

Sincerely,

[REDACTED]
Assistant Regional Administrator

ASSIGNED INVESTIGATOR:

[REDACTED]
Regional Investigator
U.S. Department of Labor, OSHA
300 – Fifth Avenue, Suite 1280
Seattle, WA 98104

[REDACTED]
[REDACTED]
[REDACTED]

Enclosures: (1) Copy of Complaint
(2) Designation of Representative Form
(3) ADR Request Form & Fact Sheet

DESIGNATION of REPRESENTATIVE FORM

Please Complete The Information In The Boxes Below. Use Blue Or Black Ink.

Email This Form To The Assigned Investigator As Soon As Possible

Or Fax To: [REDACTED]

Re: OceanGate Inc [REDACTED] [REDACTED]

The undersigned hereby enters his appearance as representative of the named party below in the above-captioned matter.

Party's Name (Type or print in the box below)	Representative's Name (Type or print in the box below)
Representative's Signature (Sign below)	Street Address or P.O. Box (Type or print in the box below)
Date (Type or print in the box below)	City, State, ZIP (Type or print in the box below)
Telephone (Type or print in the box below)	FAX (Type or print in the box below)
E-mail Address (Type or print in the box below)	

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OSHA – REGION 10**

Re: OceanGate Inc./ [REDACTED]

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If the complaint is not resolved during the ADR process, either party may share information and documents that it disclosed during the ADR process with the assigned investigator.

If you are interested in participating in early resolution, please email this form to the assigned investigator or fax this form to [REDACTED]

_____ I am interested in pursuing ADR as an alternative to OSHA's investigation.

Signature

Date

Print Full Name

Daytime Phone Number

Email address

OSHA – REGION 10
Alternative Dispute Resolution (ADR)
Frequently Asked Questions

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Does attempting ADR delay the OSHA investigation?

No. Respondent must provide its position statement within 20 days of receiving OSHA's opening letter unless the parties reach a signed settlement agreement prior to that date. Attempting ADR does not confer an extension of time in which Respondent may submit its position statement unless OSHA feels that such an extension would benefit the ADR process.

What happens if ADR fails?

If the parties decline to pursue ADR or if the parties fail to reach a settlement during ADR, the complaint will be referred for investigation.

Is settlement possible outside ADR?

Yes. The parties may enter into a settlement agreement at any time during the course of the investigation, but all settlements must be approved by OSHA before the case can be closed.

How much does ADR cost?

There is no charge to participate in ADR.

How can I learn more about OSHA's ADR program?

Please contact the assigned investigator identified in your opening letter.



January 23, 2018

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

It is with sincere regret that we must inform you that your employment at OceanGate, Inc has been terminated as of January 19, 2018. During the meeting on the afternoon of January 19th, it became clear to Stockton that he, and you were at an impasse regarding the Cyclops 2 hull, and the only option was the termination of your employment.

Given your qualifications and proven abilities, we are confident that you will be able to find another position in the near future.

Best wishes and good luck.

[REDACTED]

[REDACTED]

Chief Operating Officer

Cc: [REDACTED] CEO
[REDACTED] Director of Finance & Administration

BARRETT & GILMAN

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1000 SECOND AVENUE, SUITE 3000
SEATTLE, WA 98104

TELEPHONE: (206) [REDACTED]
TELECOPIER: (888) 471-7798

March 16, 2018

Via Email and Regular Mail

[REDACTED]
[REDACTED]
[REDACTED]

Re: *OceanGate Inc.* / [REDACTED]

Dear Mr. [REDACTED]

Since the termination of your employment with OceanGate, Inc. our client has received and responded to your false claim to OSHA and has become aware of several breaches by you of the confidentiality provisions of the Employee Intellectual Property Agreement that you signed on February 22, 2016. These and other actions have severely damaged OceanGate and will continue to cause additional harm if those acts do not cease immediately. A Summons and Complaint outlining the claims of OceanGate is being delivered with this letter. Our client has instructed us to file and serve the Summons and Complaint if this matter is not promptly resolved along the lines of the Settlement and Release Agreement also delivered with this letter. While all communications regarding settlement of this dispute are currently confidential, once the complaint is filed it will be permanently in the public record.

To be clear, resolving this involves you acknowledging that the OSHA claim was not well-founded. I sent the OSHA investigator OceanGate's response to your claim, a copy of which is also enclosed. OceanGate's response is supported by the audio recording of the January 19, 2018 meeting that was made with the permission of all. I am sending via a separate email a Sharefile link to this recording so that you can refresh your memory as to the events of that day. Please confirm you were able to download the file.

After listening to the recording, I am certain you will agree that you had not previously reported and did not threaten to report OceanGate to the Coast Guard or any other appropriate federal agency or authority. Resolving this matter now is your one opportunity to make amends

Mr. [REDACTED]
March 16, 2018
Page 2 of 2

with OceanGate. We urge your prompt attention to this matter before OceanGate incurs additional fees of any kind.

Very truly yours,

A large black rectangular redaction box covering the signature and name of the sender.

Enclosures
cc: Client (via email only)

DESIGNATION of REPRESENTATIVE FORM

Please Complete The Information In The Boxes Below. Use Blue Or Black Ink.

Email This Form To The Assigned Investigator As Soon As Possible

Or Fax To: 206-757-6705

Re: OceanGate Inc. [REDACTED] /0-1960-18-073

The undersigned hereby enters his appearance as representative of the named party below in the above-captioned matter.

Party's Name (Type or print in the box below)	Representative's Name (Type or print in the box below)
OceanGate, Inc.	[REDACTED] [REDACTED]
Representative's Signature (Sign below)	Street Address or P.O. Box (Type or print in the box below)
[REDACTED]	1000 Second Ave. Suite 3000
City, State, ZIP (Type or print in the box below)	City, State, ZIP (Type or print in the box below)
March 8, 2018	Seattle, WA 98104
Telephone (Type or print in the box below)	FAX (Type or print in the box below)
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
E-mail Address (Type or print in the box below)	
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	

ATTACHMENT 2

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-797B, Notice of Action



[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

(continued)

NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to, the review of public information and records, contact by correspondence, the internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

USCIS

CALIFORNIA SERVICE CENTER

P. O. BOX 30111

LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I-797B (Rev. 10/31/05)N



Please tear off portion below and forward it to the alien worker

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

VOID

VOID

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VOID

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VOID

Form I-797B (Rev. 10/31/06) N

VI

ATTACHMENT 3

[REDACTED] [REDACTED]

From: [REDACTED]
Sent: Thursday, January 18, 2018 9:30 PM
To: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Subject: Cyclops 2 (Titan) Quality and Safety Report
Attachments: Cyclops 2 Quality Inspection Report .pdf

To all

With Cyclops 2 (Titan) being handed off from Engineering to Operations in the coming weeks, now is the time to properly address items that may pose a safety risk to personnel. I believe that it is important to have an official record in place regarding these findings, which is why I have created this report for submission to OceanGate management.

As the Director of Marine Operations, it is my professional opinion that the items noted in my report are significant in nature and must be addressed. I have also included my recommendation to how we should be addressing each issue in the attached Quality Inspection Report.

As stated in my employment contract and job description "[REDACTED] [REDACTED] is responsible for ensuring the safety of all crew and clients during submersible and surface operations". I feel we all have a duty of care as Management to all personnel whether it be staff or Mission Specialist. Therefore, it is my opinion that until suitable corrective actions are in place and closed out, Cyclops 2 (Titan) should not be manned during any of the upcoming trials.

My report and the relevant attachments are merely a clear stated record of what I feel should be addressed to allow for successful and safe operations within OceanGate Inc.

This report was prepared by myself as part of the pending handover of the asset from OceanGate Engineering team to the Operations department on the 18th January 2018.

Cheers

[REDACTED]

[REDACTED] [REDACTED]

OceanGate
Director of Marine Operations

Phone : +1 [REDACTED]
Mobile : +1 206 [REDACTED]
dlochrid [REDACTED]

1205 Craftsman Way, Suite 112
Everett, Washington USA 98201

COMPONENT/DELIVERABLE	INSP DATE	INSPECTION NOTES	CORRECTIVE ACTION/RECOMMENDATIONS	ATTACHMENTS	CLOSED OUT
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53 of 124

REDACTED

Carbon hull and coating	1/18/18	Hull could not be inspected externally due to Rhino-coating having been applied under the direction of OG Engineering department. It must be noted that visible voids and delamination's are present in the Carbon end cut off segments, highlighting the need to carry out Non-Destructive Inspection to verify the hull integrity	Non-Destructive Inspection is required to be undertaken and subsequent results provided to myself prior to any in water Manned Dives commencing. This testing will also provide a solid baseline of the hull condition prior my recommended unmanned pressure testing in the Bahamas April 2018	Photos of delamination's and porosity in Carbon end segments are after this report	NO
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REDACTED

As we have all seen the Carbon hull end sections that were machined off after the completion of the winding show very visible signs of delamination and porosity within the Carbon.

I understand that most Carbon manufacturers expect some but not an excess of porosity (voids) from their end sections hence why they too machine off the ends after winding. With our application of the hull seeing such immense pressures not yet experienced on any known carbon hulled vehicle we run the risk of potential inter-laminar fatigue due to pressure cycling, this especially if we do have imperfections in the hull itself.

We should fully endorse what the company initially set out to do and carry out a full Non-Destructive Inspection of both the hull and also the Bond line between the Carbon hull and both Segment 1 and 2. The results will provide us all with the knowledge that either the hull is indeed intact or there may be deficiencies. This also applies to the Bond line to verify the adhesion process. The images on the following page show examples of the delamination's and porosity within our hull cut off sections.

Image 1 shows a section of the hull end segment cut off with visible delamination's and porosity

Image 2 shows another section of the hull end segment cut off with intense light shined onto it from behind, this method shows how prevalent the porosity actually is throughout.

ATTACHMENT 4



January 23, 2018

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

It is with sincere regret that we must inform you that your employment at OceanGate, Inc has been terminated as of January 19, 2018. During the meeting on the afternoon of January 19th, it became clear to Stockton that he, and you were at an impasse regarding the Cyclops 2 hull, and the only option was the termination of your employment.

Given your qualifications and proven abilities, we are confident that you will be able to find another position in the near future.

Best wishes and good luck.

[REDACTED]

[REDACTED]

Chief Operating Officer

Cc: [REDACTED] CEO
[REDACTED] Director of Finance & Administration

SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

[REDACTED] and [REDACTED]
[REDACTED] and the marital community
composed thereof,

Defendants.

NO.

SUMMONS
(20 Days)

AND NOTICE PURSUANT TO
RCW 38.42.050(3)(a)

THE STATE OF WASHINGTON TO:

[REDACTED]

and

The Marital Community Comprised of

[REDACTED] and [REDACTED] [REDACTED]

A lawsuit has been started against you in the above-entitled court by plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing and serving a copy upon the undersigned attorneys for the plaintiff within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what they ask for because you have not responded. If you serve a notice of

SUMMONS - 1

BARRETT & GILMAN

Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
580.4124

1 appearance on the undersigned attorney, you are entitled to notice before a default judgment
2 may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
4 demand must be in writing and must be served upon the person signing this summons. Within
5 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the
6 service on you of this summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly
8 so that your written response, if any, may be served on time.

9 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
10 State of Washington.

11 **NOTICE TO DEPENDENTS OF ACTIVE MILITARY**
12 **UNDER RCW 38.42.050(3)(a):**

13 State and federal law provide protections to defendants who are in the military service,
14 and to their dependents. Dependents of a service member are the service member's spouse, the
15 service member's minor child, or an individual for whom the service member provided more
16 than one-half of the individual's support for one hundred eighty days immediately preceding
17 an application for relief.

18 One protection provided is the protection against the entry of a default judgment in
19 certain circumstances. This notice pertains only to a defendant who is a dependent of a member
20 of the national guard or a military reserve component under a call to active service, or a national
21 guard member under a call to service authorized by the governor of the state of Washington,
22 for a period of more than thirty consecutive days. Other defendants in military service also
23 have protections against default judgments not covered by this notice. If you are the dependent
24 of a member of the national guard or a military reserve component under a call to active
25 service, or a national guard member under a call to service authorized by the governor of the
state of Washington, for a period of more than thirty consecutive days, you should notify the
plaintiff or the plaintiff's attorneys in writing of your status as such within twenty days of the

1 receipt of this notice. If you fail to do so, then a court or an administrative tribunal may presume
2 that you are not a dependent of an active duty member of the national guard or reserves, or a
3 national guard member under a call to service authorized by the governor of the state of
4 Washington, and proceed with the entry of an order of default and/or a default judgment
5 without further proof of your status. Your response to the plaintiff's attorneys about your status
6 does not constitute an appearance for jurisdictional purposes in any pending litigation nor a
7 waiver of your rights.

8 **This notice is issued pursuant to RCW 38.42.050(3)(a).**

9 DATED this ____ day of March, 2018.

11 [REDACTED]
12
13 By _____
14 [REDACTED]
15 Counsel for OceanGate Inc.
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SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

[REDACTED] and [REDACTED]
[REDACTED] and the marital community
composed thereof,

Defendants.

NO.

COMPLAINT FOR MONETARY
DAMAGES AND INJUNCTIVE
RELIEF

COMES NOW the plaintiff, OceanGate Inc., as and for its Complaint in this matter, states as follows:

I. PARTIES

1. Plaintiff OceanGate Inc. is a Washington corporation with is principal place of business in Everett, Washington.

2. Defendants [REDACTED] and [REDACTED] [REDACTED] husband and wife, are residents of Mukilteo, Washington. [REDACTED] is a former employee of OceanGate. Upon information and belief, all of the actions and omissions alleged to have been taken by [REDACTED] were done for and on behalf of the marital community of [REDACTED] and [REDACTED] [REDACTED]

II. JURISDICTION & VENUE

3. This Court has jurisdiction over the parties to and subject matter of this action. Venue is proper herein.

III. ALLEGATIONS OF FACT

4. OceanGate develops, manufactures and operates manned submersible vessels for commercial, scientific and military projects.

5. Defendant [REDACTED] (“[REDACTED]” is an experienced submersible pilot and diver.

6. [REDACTED] is a citizen of the United Kingdom.

7. As of late 2014, [REDACTED] was residing in the United Kingdom and doing business through a company he owned with his wife called DC Underwater Services, Ltd.

8. In December 2014, [REDACTED] reached out to OceanGate regarding employment opportunities.

9. OceanGate confirmed [REDACTED] experience and references, including his prior work for Vulcan Maritime on the Motor Yacht Octopus. As part of its vetting process, OceanGate became aware that [REDACTED] had signed a non-disclosure agreement with regard to his employment with Vulcan Maritime.

10. In or about May 2015, OceanGate contracted with DC Underwater Services, Ltd., and Mr. [REDACTED] began working for OceanGate as an independent contractor pursuant to which [REDACTED] became Director.

11. In addition to independent contractor payments, OceanGate agreed “to proceed to secure necessary documentation and apply for a US worker visa in order to provide [REDACTED] and [his]

1 spouse permission to work in the US legally”. OceanGate agreed that it would seek to obtain “permanent
2 resident status via J-1, E-Visa or similar equivalent process and pay for all costs relating to the application
3 enrollment and all associated legal fees” on behalf of the couple.

4 12. OceanGate agreed to pay \$7,500 to [REDACTED] as re-location expenses for his move from
5 the UK to Washington.

6 13. OceanGate agreed to reimburse [REDACTED] for economy travel from the UK to Seattle,
7 Washington for [REDACTED] and his family members and paid [REDACTED] Two Thousand One Hundred
8 Sixty and 22/100 Dollars (\$2,160.22) for travel expenses incurred by him and his family.

9 14. From July 1, 2015 through at least January 1, 2016, [REDACTED] was paid through his
10 company, DC Underwater Services, Ltd., pending approval of his US worker visa.

11 15. In late 2015 [REDACTED] 01 Visa was approved and thereafter issued effective January
12 27, 2016. This visa was good for three years. Based on [REDACTED] assurances regarding his long-term
13 plans, OceanGate incurred additional legal expenses to apply for permanent residency on [REDACTED]
14 behalf.

15 16. Once [REDACTED] obtain an 01 Visa, OceanGate changed his status from independent
16 contractor to employee. As an employee [REDACTED] received valuable additional benefits, including
17 without limitation participation in company sponsored health care and retirement plans, and payment by
18 the company of one-half (1/2) of the employment and Medicare taxes previously borne in full by
19 [REDACTED] as an independent contractor, and payment of unemployment and worker’s compensation
20 premiums on his wages, thus making him eligible for these benefits. On February 22, 2016, in furtherance
21 of his change in status from independent contractor to employee, [REDACTED] executed a document entitled,
22 Employee Intellectual Property Agreement (“Agreement”). Pursuant to the Agreement, [REDACTED]
23 agreed:
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1 a. To “hold [OceanGate’s] confidential information in strict confidence, and not
2 disclose or use it except as authorized by [OceanGate] and for [OceanGate’s] benefit”; and

3 b. Not to disparage OceanGate or its business or products.

4 17. Each of the obligations set forth in paragraph 17, above, continues after the termination
5 of [REDACTED] employment.

6 18. The Agreement states that [REDACTED] breach will cause OceanGate irreparable harm,
7 and further states that if [REDACTED] breaches or threatens to breach the Agreement, OceanGate will be
8 entitled to injunctive or other equitable relief as well as money damages.

9 19. Upon information and belief, during the course of his employment with OceanGate,
10 [REDACTED] repeatedly violated the terms of his nondisclosure agreement with Vulcan Maritime, discussing
11 matters related to his employment with Vulcan with other OceanGate employees as casual small talk.

12 20. In furtherance of [REDACTED] execution of the Agreement, [REDACTED] was provided with
13 access to highly confidential and proprietary information concerning the Company’s development of a
14 five-person manned submersible, formerly known as “Cyclops 2” and now known as “Titan”.
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16 21. Titan is designed to reach depths as great as 4,000 meters and consists of two titanium
17 hemispheres linked by a carbon fiber wound cylinder that is 100 inches long, five feet in diameter and
18 has five-inch-thick walls.

19 22. Effective December 22, 2017, [REDACTED] was awarded United States permanent resident
20 status.

21 23. The legal fees associated with the immigration application process for [REDACTED] and
22 his family totaled \$16,267, all of which was paid by OceanGate.

23 24. On January 18, 2018, [REDACTED] forwarded an engineering report he authored, which
24 report was critical of OceanGate’s research and development process for the Titan.
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1 25. The Titan vessel is being developed and assembled in Washington, but will be owned
2 by a Bahamian entity, will be registered in the Bahamas and will operate exclusively outside the territorial
3 waters of the United States.

4 26. [REDACTED] is not an engineer and was not hired or asked to perform engineering services
5 on the Titan.

6 27. [REDACTED] insisted that his report on the Titan be acted upon. The company called a
7 meeting to discuss his concerns on January 19, 2018. During the meeting, [REDACTED] repeatedly refused
8 to accept the veracity of information provided by the Company's lead engineer and repeatedly stated he
9 did not approve of OceanGate's research and development plans, insisting, for example that the company
10 should obtain a scan of the hull of Titan's experimental vessel prototype to detect potential flaws rather
11 than relying on acoustic monitoring, despite assurances from OceanGate's engineer that the acoustic
12 monitoring and incremental testing protocol were, in fact, better suited to detect vessel safety issues, if
13 any.
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15 28. At the conclusion of the lengthy meeting, OceanGate's CEO asked [REDACTED] if he
16 could accept OceanGate's research and development plans for the Titan going forward.

17 29. [REDACTED] stated he could not accept OceanGate's research and development plans
18 going forward and as director of marine operations would not authorize any manned tests of Cyclops II
19 without a scan.

20 30. Based on [REDACTED] position, OceanGate terminated his employment.

21 31. [REDACTED] promptly returned his laptop computer to OceanGate. Upon examination of
22 the laptop, OceanGate determined that its hard-drive had been scrubbed of all company and other
23 material, strongly suggesting that [REDACTED] had desired to be fired and had prepared his report and
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1 responded to OceanGate during the meeting so as to precipitate his termination. [REDACTED] retained other
2 property belonging to OceanGate.

3 32. Upon information and belief, [REDACTED] has violated the Agreement by:

- 4 a. Discussing OceanGate's confidential information with at least two individuals
5 known to OceanGate; and
6 b. Discussing OceanGate's confidential information with representatives of the
7 Occupational Health and Safety Administration when he filed a false report
8 claiming that he was discharged in retaliation for being a whistleblower.

9 33. [REDACTED] newly proclaimed status as a whistleblower stands in marked contrast with
10 his cavalier attitude towards the property of OceanGate and its policies and procedures, as follows:

- 11 a. Recently he was photographed crawling on and around one of the titanium
12 hemispheres for the Cyclops II. These are highly polished metal components,
13 designed to accept clear viewing ports without a gasket and to create a seal that will
14 be waterproof through 4,000 meters in depth. The slightest scratch on the titanium
15 surface would render this \$300,000 component worthless. A photograph showing
16 Mr. [REDACTED] poking his head through the porthole and leaning on the polished
17 surface is attached as Exhibit 1.
18 b. In 2016 while inside the Cyclops I submersible of OceanGate, he "mooned" through
19 the large viewing window [REDACTED] and other members of the OceanGate
20 engineering staff through with whom he had been arguing.
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IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

34. OceanGate re-alleges each of the above allegations as though set forth herein.

35. The Employee Intellectual Property Agreement was executed by [REDACTED] on February 22, 2016 and is binding upon him.

36. Upon information and belief, [REDACTED] breached the Agreement by discussing OceanGate's confidential information with at least two individuals known to OceanGate.

37. OceanGate has been irreparably harmed by these breaches and is entitled to injunctive relief and damages (including interest and attorney fees) in an amount to be proven at trial.

SECOND CAUSE OF ACTION: FRAUD

38. OceanGate re-alleges each of the above allegations as though set forth herein.

39. In July 2015, defendant represented his intention to work indefinitely for OceanGate and negotiated substantial independent contractor payments and subsequent wage payments and benefits.

40. As part of his benefits package, defendant received thousands of dollars of legal services for the purpose of obtaining his permanent resident status, moving expenses and travel expenses.

41. Defendant's representation was material to OceanGate's decision to hire him and to pay for his expenses related to immigration (particularly its decision to apply for permanent resident status on [REDACTED] behalf) and re-location to the United States.

42. Within weeks of obtaining his permanent resident status, defendant manufactured a reason to be fired.

43. Upon information and belief [REDACTED] stated intention of remaining in OceanGate's employ long-term was false when made.

1 44. [REDACTED] knew his assurances were false and intended that OceanGate would act upon
2 them and, among other things, procure his permanent resident status.

3 45. Plaintiff did not know [REDACTED] assurances were false.

4 46. Plaintiff relied on the truth of [REDACTED] statements and had a right to do so.

5 47. Plaintiff suffered damages based upon [REDACTED] fraud in an amount to be proven at
6 trial, but which are not less than \$23,767 plus interest thereon.

7 **THIRD CAUSE OF ACTION: UNJUST ENRICHMENT**

8 48. OceanGate re-alleges each of the above allegations as though set forth here.

9 49. Defendants received a substantial benefit in the form of \$16,267 paid on their behalf for
10 legal services crucial to obtaining [REDACTED] permanent resident status.

11 50. This benefit was received by [REDACTED] at OceanGate's expense.

12 51. In the circumstances set forth herein, it is unjust for [REDACTED] to retain this benefit
13 without payment to OceanGate.

14 **FOURTH CAUSE OF ACTION: CONVERSION**

15 52. OceanGate re-alleges each of the above allegations as though set forth here.

16 53. Following his termination defendant unlawfully retained certain company property to
17 OceanGate, denying OceanGate possession thereof.

18 54. OceanGate is entitled to the return of its property and/or damages for its loss in an
19 amount to be proven at trial, plus interest thereon.

20 **FIFTH CAUSE OF ACTION: INJUNCTIVE RELIEF**

21 55. OceanGate re-alleges each of the above allegations as though set forth here.

22 56. OceanGate has been irreparably harmed by [REDACTED] breach of the nondisclosure
23 agreement through sharing OceanGate's confidential information with at least two (2) third parties.
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1 57. Injunctive relief was agreed upon by the parties to the nondisclosure agreement as a
2 necessary remedy for its breach, and OceanGate is entitled thereto.

3 **SIXTH CAUSE OF ACTION: MISAPPROPRIATION OF TRADE SECRETS**
4 **RCW 19.108**

5 58. OceanGate re-alleges each of the above allegations as though set forth here.

6 59. While employed by OceanGate, [REDACTED] obtained certain trade secrets, as that term is
7 defined at RCW 19.108.010(4), belonging to OceanGate. [REDACTED] acquired these trade secrets under
8 circumstances giving rise to a duty to maintain their secrecy and limit their use.

9 60. [REDACTED] subsequently misappropriated OceanGate's trade secrets by disclosing
10 and/or using them without OceanGate's express or implied consent in violation of RCW 19.108 *et seq.*

11 61. OceanGate is entitled to recover damages for the actual loss caused by [REDACTED]
12 misappropriation and for any unjust enrichment of [REDACTED] thereby.

13 **IV. PRAYER FOR RELIEF**

14 WHEREFORE, plaintiff OceanGate Inc. seeks relief as follows:

15 1. For entry of judgment in its favor in an amount to be proven at trial but which is not less
16 than \$23,767, plus pre-judgment interest thereon;

17 2. For injunctive relief prohibiting [REDACTED] from disseminating OceanGate's
18 confidential information;

19 3. For attorneys' fees and costs incurred herein as authorized by the parties' Agreement;

20 4. For return of all OceanGate property retained by the defendant; and

21 5. For such other and further relief as the Court may deem just and equitable.

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DATED this ____ day of March, 2018.

[REDACTED]

By _____
[REDACTED]
Counsel for OceanGate Inc.



FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

[REDACTED]
composed thereof,

Defendants.

NO. **18 2 05651 31**

SUMMONS
(60 Days)

AND NOTICE PURSUANT TO
RCW 38.42.050(3)(a)

THE STATE OF WASHINGTON TO:

[REDACTED]
and
[REDACTED]

A lawsuit has been started against you in the above-entitled court by plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing and serving a copy upon the undersigned attorneys for the plaintiff within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what they ask for because you have not responded. If you serve a notice of

SUMMONS - 1

BARRETT & GILMAN

Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
(206) 464-1900

1 appearance on the undersigned attorney, you are entitled to notice before a default judgment
2 may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
4 demand must be in writing and must be served upon the person signing this summons. Within
5 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the
6 service on you of this summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly
8 so that your written response, if any, may be served on time.

9 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
10 State of Washington.

11 **NOTICE TO DEPENDENTS OF ACTIVE MILITARY**
12 **UNDER RCW 38.42.050(3)(a):**

13 State and federal law provide protections to defendants who are in the military service,
14 and to their dependents. Dependents of a service member are the service member's spouse, the
15 service member's minor child, or an individual for whom the service member provided more
16 than one-half of the individual's support for one hundred eighty days immediately preceding
17 an application for relief.

18 One protection provided is the protection against the entry of a default judgment in
19 certain circumstances. This notice pertains only to a defendant who is a dependent of a member
20 of the national guard or a military reserve component under a call to active service, or a national
21 guard member under a call to service authorized by the governor of the state of Washington,
22 for a period of more than thirty consecutive days. Other defendants in military service also
23 have protections against default judgments not covered by this notice. If you are the dependent
24 of a member of the national guard or a military reserve component under a call to active
25 service, or a national guard member under a call to service authorized by the governor of the
state of Washington, for a period of more than thirty consecutive days, you should notify the
plaintiff or the plaintiff's attorneys in writing of your status as such within twenty days of the

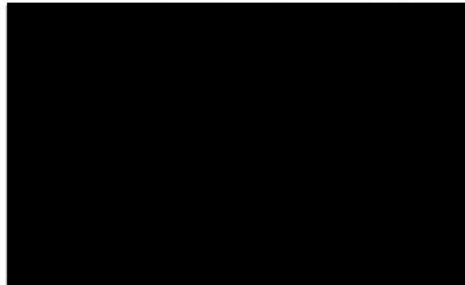
SUMMONS - 2



1 receipt of this notice. If you fail to do so, then a court or an administrative tribunal may presume
2 that you are not a dependent of an active duty member of the national guard or reserves, or a
3 national guard member under a call to service authorized by the governor of the state of
4 Washington, and proceed with the entry of an order of default and/or a default judgment
5 without further proof of your status. Your response to the plaintiff's attorneys about your status
6 does not constitute an appearance for jurisdictional purposes in any pending litigation nor a
7 waiver of your rights.

8 **This notice is issued pursuant to RCW 38.42.050(3)(a).**

9 DATED this 25 day of June, 2018.



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SUMMONS - 3

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FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

Defendants.

NO. **18 2 05651 31**

COMPLAINT FOR MONETARY
DAMAGES AND INJUNCTIVE
RELIEF

COMES NOW the plaintiff, OceanGate Inc., as and for its Complaint in this matter, states as follows:

I. PARTIES

1. Plaintiff OceanGate Inc. is a Washington corporation with its principal place of business in Everett, Washington.

2. [REDACTED] husband and wife, are residents of Mukilteo, Washington. [REDACTED] is a former employee of OceanGate. Upon information and belief, all of the actions and omissions alleged to have been taken by [REDACTED] were done for and on behalf of the marital community of [REDACTED].

COMPLAINT - 1

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II. JURISDICTION & VENUE

3. This Court has jurisdiction over the parties to and subject matter of this action. Venue is proper herein.

III. ALLEGATIONS OF FACT

4. OceanGate develops, manufactures and operates manned submersible vessels for commercial, scientific and military projects.

5. Defendant [REDACTED] is an experienced submersible pilot and diver.

6. [REDACTED] is a citizen of the United Kingdom.

7. As of late 2014, [REDACTED] was residing in the United Kingdom and doing business through a company he owned with his wife called DC Underwater Services, Ltd.

8. In December 2014, [REDACTED] reached out to OceanGate regarding employment opportunities.

9. OceanGate confirmed [REDACTED] experience and references, including his prior work for Vulcan Maritime on the Motor Yacht Octopus. As part of its vetting process, OceanGate became aware that [REDACTED] had signed a non-disclosure agreement with regard to his employment with Vulcan Maritime.

10. In or about May 2015, OceanGate contracted with DC Underwater Services, Ltd., and [REDACTED] began working for OceanGate as an independent contractor pursuant to which [REDACTED] became Director.

11. In addition to independent contractor payments, OceanGate agreed "to proceed to secure necessary documentation and apply for a US worker visa in order to provide [REDACTED] and [his]

COMPLAINT - 2

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1 spouse permission to work in the US legally". OceanGate agreed that it would seek to obtain "permanent
2 resident status via J-1, E-Visa or similar equivalent process and pay for all costs relating to the application
3 enrollment and all associated legal fees" on behalf of the couple.

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5 the UK to Washington.

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12 27, 2016. This visa was good for three years. Based on [REDACTED]'s assurances regarding his long-term
13 plans, OceanGate incurred additional legal expenses to apply for permanent residency on [REDACTED]
14 behalf.

15 16. Once [REDACTED] obtain an O1 Visa, OceanGate changed his status from independent
16 contractor to employee. As an employee [REDACTED] received valuable additional benefits, including
17 without limitation participation in company sponsored health care and retirement plans, and payment by
18 the company of one-half (1/2) of the employment and Medicare taxes previously borne in full by
19 [REDACTED] as an independent contractor, and payment of unemployment and worker's compensation
20 premiums on his wages, thus making him eligible for these benefits. On February 22, 2016, in furtherance
21 of his change in status from independent contractor to employee, [REDACTED] executed a document entitled,
22 Employee Intellectual Property Agreement ("Agreement"). Pursuant to the Agreement, [REDACTED]
23 agreed:
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COMPLAINT - 3

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1 a. To "hold [OceanGate's] confidential information in strict confidence, and not
2 disclose or use it except as authorized by [OceanGate] and for [OceanGate's] benefit"; and

3 b. Not to disparage OceanGate or its business or products.

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6 18. The Agreement states that [REDACTED] breach will cause OceanGate irreparable harm,
7 and further states that if [REDACTED] breaches or threatens to breach the Agreement, OceanGate will be
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13 access to highly confidential and proprietary information concerning the Company's development of a
14 five-person manned submersible, formerly known as "Cyclops 2" and now known as "Titan".

15 21. Titan is designed to reach depths as great as 4,000 meters and consists of two titanium
16 hemispheres linked by a carbon fiber wound cylinder that is 100 inches long, five feet in diameter and
17 has five-inch-thick walls.

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21 his family totaled \$16,267, all of which was paid by OceanGate.

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23 report was critical of OceanGate's research and development process for the Titan.
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COMPLAINT - 4

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1 25. The Titan vessel is being developed and assembled in Washington, but will be owned
2 by a Bahamian entity, will be registered in the Bahamas and current plans are for it to operate outside the
3 territorial waters of the United States.

4 26. [REDACTED] is not an engineer and was not hired or asked to perform engineering services
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6 27. [REDACTED] insisted that his report on the Titan be acted upon. The company called a
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9 did not approve of OceanGate's research and development plans, insisting, for example that the company
10 should obtain a scan of the hull of Titan's experimental vessel prototype to detect potential flaws rather
11 than relying on acoustic monitoring, despite assurances from OceanGate's engineer that the acoustic
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23 material, strongly suggesting that [REDACTED] had desired to be fired and had prepared his report and
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COMPLAINT - 5

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4 a. Discussing OceanGate's confidential information with at least two individuals
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6 b. Discussing OceanGate's confidential information with representatives of the
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20 engineering staff through with whom he had been arguing.
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COMPLAINT - 6

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1
2 **IV. CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

4 34. OceanGate re-alleges each of the above allegations as though set forth herein.

5 35. The Employee Intellectual Property Agreement was executed by [REDACTED] on February
6 22, 2016 and is binding upon him.

7 36. Upon information and belief, [REDACTED] breached the Agreement by discussing
8 OceanGate's confidential information with at least two individuals known to OceanGate.

9 37. OceanGate has been irreparably harmed by these breaches and is entitled to injunctive
10 relief and damages (including interest and attorney fees) in an amount to be proven at trial.

11 **SECOND CAUSE OF ACTION: FRAUD**

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13 39. In July 2015, defendant represented his intention to work indefinitely for OceanGate
14 and negotiated substantial independent contractor payments and subsequent wage payments and benefits.

15 40. As part of his benefits package, defendant received thousands of dollars of legal services
16 for the purpose of obtaining his permanent resident status, moving expenses and travel expenses.

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19 [REDACTED] behalf) and re-location to the United States.

20 42. Within weeks of obtaining his permanent resident status, defendant manufactured a
21 reason to be fired.

22 43. Upon information and belief [REDACTED] stated intention of remaining in OceanGate's
23 employ long-term was false when made.
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COMPLAINT - 7

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1 44. [REDACTED] knew his assurances were false and intended that OceanGate would act upon
2 them and, among other things, procure his permanent resident status.

3 45. Plaintiff did not know [REDACTED]'s assurances were false.

4 46. Plaintiff relied on the truth of [REDACTED] statements and had a right to do so.

5 47. Plaintiff suffered damages based upon [REDACTED] fraud in an amount to be proven at
6 trial, but which are not less than \$23,767 plus interest thereon.

7 **THIRD CAUSE OF ACTION: UNJUST ENRICHMENT**

8 48. OceanGate re-alleges each of the above allegations as though set forth here.

9 49. Defendants received a substantial benefit in the form of \$16,267 paid on their behalf for
10 legal services crucial to obtaining [REDACTED] permanent resident status.

11 50. This benefit was received by [REDACTED] at OceanGate's expense.

12 51. In the circumstances set forth herein, it is unjust for [REDACTED] to retain this benefit
13 without payment to OceanGate.

14 **FOURTH CAUSE OF ACTION: CONVERSION**

15 52. OceanGate re-alleges each of the above allegations as though set forth here.

16 53. Following his termination defendant unlawfully retained certain company property to
17 OceanGate, denying OceanGate possession thereof.

18 54. OceanGate is entitled to the return of its property and/or damages for its loss in an
19 amount to be proven at trial, plus interest thereon.

20 **FIFTH CAUSE OF ACTION: INJUNCTIVE RELIEF**

21 55. OceanGate re-alleges each of the above allegations as though set forth here.

22 56. OceanGate has been irreparably harmed by [REDACTED] breach of the nondisclosure
23 agreement through sharing OceanGate's confidential information with at least two (2) third parties.
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25

COMPLAINT - 8

BARRETT & GILMAN

Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
(206) 464-1900

1 57. Injunctive relief was agreed upon by the parties to the nondisclosure agreement as a
2 necessary remedy for its breach, and OceanGate is entitled thereto.

3 **SIXTH CAUSE OF ACTION: MISAPPROPRIATION OF TRADE SECRETS**
4 **RCW 19.108**

5 58. OceanGate re-alleges each of the above allegations as though set forth here.

6 59. While employed by OceanGate, [REDACTED] obtained certain trade secrets, as that term is
7 defined at RCW 19.108.010(4), belonging to OceanGate. [REDACTED] acquired these trade secrets under
8 circumstances giving rise to a duty to maintain their secrecy and limit their use.

9 60. [REDACTED] subsequently misappropriated OceanGate's trade secrets by disclosing
10 and/or using them without OceanGate's express or implied consent in violation of RCW 19.108 *et seq.*

11 61. OceanGate is entitled to recover damages for the actual loss caused by [REDACTED]
12 misappropriation and for any unjust enrichment of [REDACTED] hereby.

13 **IV. PRAYER FOR RELIEF**

14 WHEREFORE, plaintiff OceanGate Inc. seeks relief as follows:

15 1. For entry of judgment in its favor in an amount to be proven at trial but which is not less
16 than \$23,767, plus pre-judgment interest thereon;

17 2. For injunctive relief prohibiting [REDACTED] from disseminating OceanGate's
18 confidential information;

19 3. For attorneys' fees and costs incurred herein as authorized by the parties' Agreement;

20 4. For return of all OceanGate property retained by the defendant; and

21 5. For such other and further relief as the Court may deem just and equitable.

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24 //
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COMPLAINT - 9

BARRETT & GILMAN
Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
(206) 464-1900

1 DATED this 25 day of June, 2018.



6 Counsel for OceanGate Inc.

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COMPLAINT - 10

BARRETT & GILMAN

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Seattle, WA 98104
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COMPLAINT - 11

BARRETT & GILMAN
Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
(206) 464-1900

FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

[REDACTED]
composed thereof,

Defendants.

NO. 18 2 05651 31

DECLARATION RE PERSONAL
SERVICE OUTSIDE THE STATE

[REDACTED]

[REDACTED] declares as follows:

1. I am one of the attorneys representing the plaintiff, OceanGate Inc., in this action. I have personal knowledge of the facts set forth below and am competent to testify to these facts in court if called upon to do so.

2. The defendant, [REDACTED], a former employee of plaintiff who at the time resided in Washington State. We attempted to serve the defendant at his last known address in Washington, but the process server was told by the occupant that Mr. [REDACTED] had moved. OceanGate Inc. reviewed its payroll service records and noted that Mr. [REDACTED] submitted a forwarding address to the payroll service with a Texas address.

DECLARATION RE PERSONAL SERVICE OUTSIDE THE STATE - 1

BARRETT & GILMAN

Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
(206) 464-1900

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2 3. Based on the above, I determined that service on [REDACTED] cannot be made
3 within the State of Washington.

4 Signed at Seattle, Washington this 25th day of June, 2018.

5 [REDACTED]
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DECLARATION RE PERSONAL SERVICE OUTSIDE THE STATE - 2

BARRETT & GILMAN

Attorneys at Law
1000 Second Avenue, Suite 3000
Seattle, WA 98104
(206) 464-1900

FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

CIVIL
SNOHOMISH COUNTY SUPERIOR COURT
Case Information Cover Sheet (CICS)

Case Number **18 2 05651 31**

Case Title **OCEANGATE INC. v. [REDACTED]**

Attorney Name **[REDACTED]**

Bar Membership Number **[REDACTED]**

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time in docketing new cases, but helps in forecasting needed judicial resources. Cause of action definitions are listed on the back of this form. Thank you for your cooperation.

- | | |
|---|--|
| <input type="checkbox"/> ABJ Abstract of Judgment | <input type="checkbox"/> PRG Property Damage – Gangs |
| <input type="checkbox"/> ALR Administrative Law Review | <input type="checkbox"/> PRP Property Damages |
| <input type="checkbox"/> ALRJT Administrative Law Review-Jury Trial (L&I) | <input type="checkbox"/> QT1 Quiet Title |
| <input type="checkbox"/> CRP Petition for Certificate of Restoration of Opportunity | <input type="checkbox"/> RDR Relief from Duty to Register |
| <input type="checkbox"/> CHN Non-Confidential Change of Name | <input type="checkbox"/> RFR Restoration of Firearm Rights |
| <input type="checkbox"/> COL Collection | <input type="checkbox"/> SDR School District-Required Action Plan |
| <input type="checkbox"/> CON Condemnation | <input type="checkbox"/> SPC Seizure of Property-Commission of Crime |
| <input checked="" type="checkbox"/> COM Commercial | <input type="checkbox"/> SPR Seizure of Property-Resulting from Crime |
| <input type="checkbox"/> DOL Appeal Licensing Revocation | <input type="checkbox"/> STK Stalking Petition |
| <input type="checkbox"/> DVP Domestic Violence | <input type="checkbox"/> SXP Sexual Assault Protection |
| <input type="checkbox"/> EOM Emancipation of Minor | <input type="checkbox"/> TAX Employment Security Tax Warrant |
| <input type="checkbox"/> FJU Foreign Judgment | <input type="checkbox"/> TAX L & I Tax Warrant |
| <input type="checkbox"/> FOR Foreclosure | <input type="checkbox"/> TAX Licensing Tax Warrant |
| <input type="checkbox"/> FPO Foreign Protection Order | <input type="checkbox"/> TAX Revenue Tax Warrant |
| <input type="checkbox"/> HAR Unlawful Harassment | <input type="checkbox"/> TMV Tort – Motor Vehicle |
| <input type="checkbox"/> INJ Injunction | <input type="checkbox"/> TRJ Transcript of Judgment |
| <input type="checkbox"/> INT Interpleader | <input type="checkbox"/> TTO Tort – Other |
| <input type="checkbox"/> LCA Lower Court Appeal – Civil | <input type="checkbox"/> TXF Tax Foreclosure |
| <input type="checkbox"/> LCI Lower Court Appeal – Infractions | <input type="checkbox"/> UND Unlawful Detainer – Commercial |
| <input type="checkbox"/> LUPA Land Use Petition Act | <input type="checkbox"/> UND Unlawful Detainer – Residential |
| <input type="checkbox"/> MAL Other Malpractice | <input type="checkbox"/> VAP Vulnerable Adult Protection Order |
| <input type="checkbox"/> MED Medical Malpractice | <input type="checkbox"/> VVT Victims of Motor Vehicle Theft-Civil Action |
| <input type="checkbox"/> MHA Malicious Harassment | <input type="checkbox"/> WDE Wrongful Death |
| <input type="checkbox"/> MSC2 Miscellaneous – Civil | <input type="checkbox"/> WHC Writ of Habeas Corpus |
| <input type="checkbox"/> MST2 Minor Settlement – Civil (No Guardianship) | <input type="checkbox"/> WMW Miscellaneous Writs |
| <input type="checkbox"/> PCC Petition for Civil Commitment (Sexual Predator) | <input type="checkbox"/> WRM Writ of Mandamus |
| <input type="checkbox"/> PFA Property Fairness Act | <input type="checkbox"/> WRR Writ of Restitution |
| <input type="checkbox"/> PIN Personal Injury | <input type="checkbox"/> WRV Writ of Review |
| <input type="checkbox"/> PRA Public Records Act | <input type="checkbox"/> XRP Extreme Risk Protection Order |

IF YOU CANNOT DETERMINE THE APPROPRIATE CATEGORY, PLEASE DESCRIBE THE CAUSE OF ACTION BELOW.

Please Note: Public information in court files and pleadings may be posted on a public Web site.

DESIGNATION of REPRESENTATIVE FORM

Please Complete The Information In The Boxes Below. Use Blue Or Black Ink.

Email This Form To The Assigned Investigator As Soon As Possible

Or Fax To: 206-757-6705

Re: OceanGate Inc. [REDACTED]; [REDACTED]

The undersigned hereby enters his appearance as representative of the named party below in the above-captioned matter.

Party's Name (Type or print in the box below)	Representative's Name (Type or print in the box below)
OceanGate, Inc.	[REDACTED] [REDACTED]
Representative's Signature (Sign below)	Street Address or P.O. Box (Type or print in the box below)
[REDACTED]	[REDACTED]
City, State, ZIP (Type or print in the box below)	
March 8, 2018	Seattle, WA 98104
Telephone (Type or print in the box below)	FAX (Type or print in the box below)
[REDACTED]	[REDACTED]
E-mail Address (Type or print in the box below)	
[REDACTED]	

ATTACHMENT 2

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-797B, Notice of Action



[REDACTED]		CASE TYPE I129 PETITION FOR A NONIMMIGRANT WORKER
RECEIPT DATE December 17, 2015	PRIORITY DATE	PETITIONER OCEANGATE INC
NOTICE DATE January 8, 2016	PAGE 2 of 2	BENEFICIARY [REDACTED]

(continued)

NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to, the review of public information and records, contact by correspondence, the internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

USCIS

CALIFORNIA SERVICE CENTER

P. O. BOX 30111

LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I-797B (Rev. 10/31/05)N



Please tear off portion below and forward it to the alien worker

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required; when applying for admission to the U.S.

VOID

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Form I-797B (Rev. 10/31/06) N

ATTACHMENT 3

[REDACTED] [REDACTED]

From: [REDACTED]
Sent: Thursday, January 18, 2018 9:30 PM
To: [REDACTED]
Subject: Cyclops 2 (Titan) Quality and Safety Report
Attachments: Cyclops 2 Quality Inspection Report .pdf

To all

With Cyclops 2 (Titan) being handed off from Engineering to Operations in the coming weeks, now is the time to properly address items that may pose a safety risk to personnel. I believe that it is important to have an official record in place regarding these findings, which is why I have created this report for submission to OceanGate management.

As the Director of Marine Operations, it is my professional opinion that the items noted in my report are significant in nature and must be addressed. I have also included my recommendation to how we should be addressing each issue in the attached Quality Inspection Report.

As stated in my employment contract and job description "[REDACTED] is responsible for ensuring the safety of all crew and clients during submersible and surface operations". I feel we all have a duty of care as Management to all personnel whether it be staff or Mission Specialist. Therefore, it is my opinion that until suitable corrective actions are in place and closed out, Cyclops 2 (Titan) should not be manned during any of the upcoming trials.

My report and the relevant attachments are merely a clear stated record of what I feel should be addressed to allow for successful and safe operations within OceanGate Inc.

This report was prepared by myself as part of the pending handover of the asset from OceanGate Engineering team to the Operations department on the 18th January 2018.

Cheers

[REDACTED]

[REDACTED] [REDACTED]

OceanGate
Director of Marine Operations

Phone : + [REDACTED]

Mobile : [REDACTED]
[REDACTED]

1205 Craftsman Way, Suite 112
Everett, Washington USA 98201

OCEANGATE CYCLOPS 2 QUALITY CONTROL INSPECTION REPORT

PROJECT NAME:	CYCLOPS 2 (TITAN)	DOCUMENT VERSION NO:	1
PREPARED BY:	██████████	DOCUMENT DATE:	18 th JANUARY 2018

COMPONENT/DELIVERABLE	INSP DATE	INSPECTION NOTES	CORRECTIVE ACTION/RECOMMENDATIONS	ATTACHMENTS	CLOSED OUT
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REDACTED

REDACTED

Carbon hull and coating	1/18/18	Hull could not be inspected externally due to Rhino-coating having been applied under the direction of OG Engineering department. It must be noted that visible voids and delamination's are present in the Carbon end cut off segments, highlighting the need to carry out Non-Destructive Inspection to verify the hull integrity	Non-Destructive Inspection is required to be undertaken and subsequent results provided to myself prior to any in water Manned Dives commencing. This testing will also provide a solid baseline of the hull condition prior my recommended unmanned pressure testing in the Bahamas April 2018	Photos of delamination's and porosity in Carbon end segments are after this report	NO
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REDACTED

As we have all seen the Carbon hull end sections that were machined off after the completion of the winding show very visible signs of delamination and porosity within the Carbon.

I understand that most Carbon manufacturers expect some but not an excess of porosity (voids) from their end sections hence why they too machine off the ends after winding. With our application of the hull seeing such immense pressures not yet experienced on any known carbon hulled vehicle we run the risk of potential inter-laminar fatigue due to pressure cycling, this especially if we do have imperfections in the hull itself.

We should fully endorse what the company initially set out to do and carry out a full Non-Destructive Inspection of both the hull and also the Bond line between the Carbon hull and both Segment 1 and 2. The results will provide us all with the knowledge that either the hull is indeed intact or there may be deficiencies. This also applies to the Bond line to verify the adhesion process. The images on the following page show examples of the delamination's and porosity within our hull cut off sections.

Image 1 shows a section of the hull end segment cut off with visible delamination's and porosity

Image 2 shows another section of the hull end segment cut off with intense light shined onto it from behind, this method shows how prevalent the porosity actually is throughout.

ATTACHMENT 4



January 23, 2018

[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]

Dear [REDACTED]

It is with sincere regret that we must inform you that your employment at OceanGate, Inc has been terminated as of January 19, 2018. During the meeting on the afternoon of January 19th, it became clear to Stockton that he, and you were at an impasse regarding the Cyclops 2 hull, and the only option was the termination of your employment.

Given your qualifications and proven abilities, we are confident that you will be able to find another position in the near future.

Best wishes and good luck.

[REDACTED]

[REDACTED]

Chief Operating Officer

Cc: [REDACTED], [REDACTED] CEO
[REDACTED], [REDACTED] Director of Finance & Administration

