Similar Cases

1) *L-3 Corp. v. Lockheed Martin,* Case No. 3:04-cv-647 (N.D. Tex.)

- Declaratory action filed April 4, 2005. Stayed pending outcome of parallel case in Northern District of Georgia (discussed below).

- From 1958 through 1993, Lockheed manufactured "P-3" series aircraft for the U.S. Navy.

- In 1993, the U.S. Navy decided to outsource maintenance of the P-3 family.

- Prior to soliciting bids, the Navy and Lockheed reached an agreement determining what P-3 data was in the public domain and what was proprietary to Lockheed.

- Plaintiff's predecessor (Raytheon E-Systems, which became L-3 in 2002) was awarded P-3 service contract.

- In 1995, Australia engaged in a similar outsourcing effort relating to its P-3 fleet. Australia reached a similar agreement with Lockheed regarding its data. Lockheed awarded a subcontract to Raytheon. Incidental to the performance of that subcontract, Raytheon entered into an agreement with Lockheed defining the terms under which it could use P-3 data.

- In 2004, Korea outsourced maintenance of its P-3 fleet. L-3 won the contract, defeating Lockheed in a competitive bidding process.

- → With Lockheed losing ground to L-3 in the P-3 service market, L-3 accuses Lockheed of disseminating misinformation to its customers about L-3's ability to use and access Lockheed's proprietary data in an attempt to squeeze L-3 out of the market.

2) *Lockheed Martin v. L-3,* Case No. 1:05-cv-902 (N.D. Georgia)

- Filed April 4, 2005. Defendant just filed response one month ago.

- Lockheed accuses L-3 of improperly using trade secrets that it had access to only for the performance of the Navy or Australia contract.

3) *GMRSST v. Lockheed Martin,* Case No. 6:02-cv-1442 (M.D. Fla.)

- Case filed December 4, 2002. Settled July 22, 2003. Dismissed August 7, 2003. (The settlement was not part of the docket, but I can keep digging if you want).

- In 1998, Plaintiff entered into agreement with Air Safety International, Inc. ("ASI"), a commercial flight training academy, to share technology and intellectual property relating to flight simulators.

- Plaintiff entered this agreement knowing that earlier in 1998, ASI had entered into a joint venture with Lockheed to perform commercial and military flight training, and that ASI would use its technology in this venture. Because the Lockheed-ASI venture was

governed in part by a proprietary information agreement, where neither party would share with third parties, or otherwise improperly use, the other party's proprietary information, Plaintiff believed that its technology and intellectual property would be safe.

- Plaintiff now accuses Lockheed of using proprietary information (that it received via ASI) to open a flight training center in Orlando.

Other Possible Lockheed Martin Misconduct

1) *PMG v. Lockheed Martin Idaho,* Case No. 4:02-cv-539 (D. Idaho).

- Case filed November 21, 2002. Case still pending, with trial set for 2006.

- Plaintiff PMG Manufacturing ("PMG") entered into an agreement in 1997 with Defendant Lockheed Martin Idaho ("LMI"), where LMI would manufacture and commericialize an invention contained in an LMI patent relating to retractable barrier strips and tire-puncturing spikes for use by police officers.

- As part of the agreement, LMI expressly agreed to defend, indemnify, and otherwise hold PMG harmless from any patent infringement litigation relating to PMG's sale of the of strips and spikes.

- In 1998, PMG was sued for infringing a patent held by Stinger Spikes System. The asserted patent was cited as prior art in LMI's patent.

- Following an adverse ruling, PMG settled with Stinger.

- PMG alleges that LMI breached their agreement by not aiding, and subsequently indemnifying, PMG in its patent dispute with Stringer. LMI asserts that because the infringement was unrelated to the patent underlying the agreement, the defense/indemnity clause is inapplicable.

Dissimilar Cases

1) *Lockheed v. Evans & Sutherland Comp. Corp.,* Case CI 00-3746 (State of Florida – 9th Judicial District, 2000)

- Lockheed sued subcontractor for non-delivery of generators

2) *First Union Nat'l v. Lockheed Martin,* Case No. 6:02-cv-529 (M.D. Fla.)

- case removed from Orange County Circuit Court on May 3, 2002. Case settled and dismissed December 2002.

- Case dealing with Lockheed's non-payment of fees due to provider of (computer/network) server capacity.

3) Remaining cases are straight employment-law disputes (such as cases dealing with wrongful terminations).