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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

OCEANGATE INC.,

Plaintiff,

vs.

DAVID LOCHRIDGE and CAROLE
REID LOCHRIDGE, and the marital
community composed thereof,

Defendants.

No. _____

**NOTICE OF REMOVAL OF
ACTION**

TO THE CLERK OF THE COURT:

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1441 and 1446, Defendants David Lochridge and Carole Reid Lochridge (“Defendants”) hereby file this Notice of Removal of this case from the Superior Court of the State of Washington in and for the County of Snohomish, case number 18-2-05651031, where it is currently pending, to the United States District Court for the Western District of Washington, Seattle Division. This case is removable to this Honorable Court pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds \$75,000 exclusive of costs or interest. *See Exhibit A*, Complaint.

In support of such removal, Defendants respectfully show the Court as follows:

1 **A. Procedural Matters**

2 1. Plaintiff instituted this civil action in the Superior Court of the State of
3 Washington, Snohomish County, on June 26, 2018.

4 2. The first date upon which Defendants received a copy of the said complaint was
5 June 29, 2018, when Defendants were served copies of the summons and complaint from the
6 said state court. A true and copy of the summons is attached hereto as **Exhibit B**.

7 3. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is filed within thirty (30)
8 days after service of the initial pleading on Defendants upon which such action is based.

9 4. Intradistrict Assignment: The United States District Court for the Western
10 District of Washington, Seattle Division, is the federal judicial district embracing the Court of
11 the Superior Court of the State of Washington, Snohomish County, where this suit was originally
12 filed. Pursuant to 28 U.S.C. §§ 128(b) and 1441(a), and LCR 3(d), assignment in the Seattle
13 Division for the Western District of Washington is proper.
14

15 **B. Plaintiff's Allegations**

16 5. Plaintiff alleges that Defendant David Lochridge violated the terms of his
17 employment agreement by allegedly discussing matters related to his employment with Vulcan
18 and other OceanGate employees. Complaint at ¶¶ 19, 32.

19 6. Plaintiff alleges that it spent \$16,267 on legal fees associated with immigration
20 applications for Defendants. Complaint at ¶ 23. Plaintiff alleges that Defendant David
21 Lochridge manufactured a reason to be terminated after the immigration process was completed.
22

23 7. Plaintiff brings claims for breach of contract, fraud, unjust enrichment,
24 conversion, injunctive relief, and misappropriation of trade secrets. Complaint at ¶¶ 34-61.
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1 **C. The Court had jurisdiction over Plaintiff's claims**

2 8. Complete diversity of parties exists in this case, as Plaintiff is a Washington
3 corporation with its principal place of business in Washington, and Defendants are citizens of
4 Texas. *See Exhibit C*, Declaration of Higgins.

5 9 The total amount in controversy exceeds \$75,000. *See* Declaration of Higgins.

6 10. Accordingly, the Court has jurisdiction over this claim pursuant to 28 U.S.C. §
7 1332(a).

8 **D. Miscellaneous**

9
10 11. In accordance with 28 U.S.C. 1446(d), written notice of the filing of this Notice of
11 Removal will be given to the Plaintiff and to the Clerk of the Superior Court of the State of
12 Washington in and for the County of Snohomish.

13 12. The prerequisites for removal under 28 U.S.C. § 1441 have been met.

14 13 The allegations of this Notice are true and correct this cause is removable to
15 United States District Court for the Western District of Washington, Seattle Division.
16

17 **WHEREFORE**, Defendants, by and through their counsel, and through the filing of this
18 Notice of Removal, the giving written notice thereof to Plaintiff, and the filing of a copy of this
19 Notice of Removal with the clerk of the Superior Court of the State of Washington, Snohomish
20 County, effect the removal of said civil action to this Honorable Court.
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1 DATED this 24th day of July, 2018.

2 LAW OFFICES OF ALEX J. HIGGINS

3 By: s/Alex J. Higgins

4 Alex J. Higgins (WSBA #20868)

5 2200 6th Ave

6 Suite 500

7 Seattle, WA 98121

8 (206) 340-4856

9 alex@alexjhiggins.com

10 *Attorney for Defendants*

Exhibit A

FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

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SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

DAVID LOCHRIDGE and CAROLE REID
LOCHRIDGE, and the marital community
composed thereof,

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

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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 David Lochridge (“Lochridge”) is an experienced submersible pilot and diver.

6. Lochridge is a citizen of the United Kingdom.

7. As of late 2014, Lochridge 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, Lochridge reached out to OceanGate regarding employment opportunities.

9. OceanGate confirmed Lochridge’s 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 Lochridge 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. Lochridge began working for OceanGate as an independent contractor pursuant to which Lochridge 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 [Lochridge] 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 Lochridge as re-location expenses for his move from
5 the UK to Washington.

6 13. OceanGate agreed to reimburse Lochridge for economy travel from the UK to Seattle,
7 Washington for Lochridge and his family members and paid Lochridge 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, Lochridge was paid through his
10 company, DC Underwater Services, Ltd., pending approval of his US worker visa.

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

15 16. Once Lochridge obtain an 01 Visa, OceanGate changed his status from independent
16 contractor to employee. As an employee Lochridge 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 Lochridge 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, Lochridge executed a document entitled,
22 Employee Intellectual Property Agreement ("Agreement"). Pursuant to the Agreement, Lochridge
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 Lochridge’s employment.

6 18. The Agreement states that Lochridge’s breach will cause OceanGate irreparable harm,
7 and further states that if Lochridge 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 Lochridge 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 Lochridge’s execution of the Agreement, Lochridge 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”.

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.

18 22. Effective December 22, 2017, Lochridge was awarded United States permanent resident
19 status.

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

22 24. On January 18, 2018, Lochridge forwarded an engineering report he authored, which
23 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 current plans are for it to operate outside the
3 territorial waters of the United States.

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

6 27. Lochridge 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, Lochridge 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.

14
15 28. At the conclusion of the lengthy meeting, OceanGate's CEO asked Lochridge if he
16 could accept OceanGate's research and development plans for the Titan going forward.

17 29. Lochridge 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 Lochridge's position, OceanGate terminated his employment.

21 31. Lochridge 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 Lochridge had desired to be fired and had prepared his report and
24

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1 responded to OceanGate during the meeting so as to precipitate his termination. Lochridge retained other
2 property belonging to OceanGate.

3 32. Upon information and belief, Lochridge 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. Lochridge's 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. Lochridge 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 Tony Nissen 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 Lochridge on February 22, 2016 and is binding upon him.

36. Upon information and belief, Lochridge 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 Lochridge's 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 Lochridge's stated intention of remaining in OceanGate's employ long-term was false when made.

1 44. Lochridge 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 Lochridge's assurances were false.

4 46. Plaintiff relied on the truth of Lochridge's statements and had a right to do so.

5 47. Plaintiff suffered damages based upon Lochridge's 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 Lochridge's permanent resident status.

11 50. This benefit was received by Lochridge at OceanGate's expense.

12 51. In the circumstances set forth herein, it is unjust for Lochridge 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 Lochridge's breach of the nondisclosure
23 agreement through sharing OceanGate's confidential information with at least two (2) third parties.
24
25

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

9 60. Lochridge 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 Lochridge's
12 misappropriation and for any unjust enrichment of Lochridge 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 Lochridge 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.

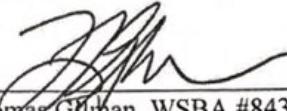
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DATED this 25 day of June, 2018.

BARRETT & GILMAN

By 
Thomas Gilman, WSBA #8432
Counsel for OceanGate Inc.

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FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

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SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

DAVID LOCHRIDGE and CAROLE REID
LOCHRIDGE, and the marital community
composed thereof,

Defendants.

NO. 18 2 05651 31

DECLARATION RE PERSONAL
SERVICE OUTSIDE THE STATE
(RCW 4.28.185(4)) RE DAVID
LOCHRIDGE AND CAROL REID
LOCHRIDGE

THOMAS L. GILMAN 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, David Lochridge, is 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. Lochridge had moved. OceanGate Inc. reviewed its payroll service records and noted that Mr. Lochridge 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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3. Based on the above, I determined that service on Mr. Lochridge cannot be made within the State of Washington.

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



THOMAS L. GILMAN

FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.**CIVIL**
SNOHOMISH COUNTY SUPERIOR COURT
Case Information Cover Sheet (CICS)18 2 05651 31
Case NumberCase Title OCEANGATE INC. v. LOCHRIDGEAttorney Name THOMAS L. GILMANBar Membership Number 8432

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.

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|---|--|------------------------------|---|
| <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"/> QTI | 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.

Exhibit B

FILED

JUN 26 2018

SONYA KRASKI
COUNTY CLERK
SNOHOMISH CO. WASH.

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SUPERIOR COURT OF THE STATE OF WASHINGTON
SNOHOMISH COUNTY

OCEANGATE INC.,
a Washington corporation,

Plaintiff,

v.

DAVID LOCHRIDGE and CAROLE REID
LOCHRIDGE, and the marital community
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:

DAVID LOCHRIDGE

and

**The Marital Community Comprised of
DAVID LOCKRIDGE and CAROLE REID LOCHRIDGE**

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

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

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.

11 BARRETT & GILMAN


12
13 By 
14 Thomas Gilman, WSBA #8432
15 Counsel for OceanGate Inc.

Exhibit C

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

OCEANGATE INC.,

Plaintiff,

v.

DAVID LOCHRIDGE and CAROLE REID
LOCHRIDGE, and the marital community
composed thereof,

Defendants.

No. 18-2-05651-31

DECLARATION OF ALEX J. HIGGINS
IN SUPPORT OF DEFENDANTS'
NOTICE OF REMOVAL

I, ALEX J. HIGGINS, under penalty of perjury under the laws of the United States, declare that the following is true and correct:

1. I am over the age of 18, have personal knowledge of the matters set forth in this declaration, and am otherwise competent to testify. I am the sole attorney representing Defendants David Lochridge and Carole Reid Lochridge in this matter.
2. Prior to filing the Notice of Removal, I had an email exchange with Plaintiff's counsel, Thomas Gilman, wherein I asked if his client would be willing to stipulate that the amount in controversy did not exceed \$75,000. Mr. Gilman declined that invitation, reserving the right to pursue more than \$75,000 in damages exclusive of fees and costs.

DECLARATION OF ALEX J. HIGGINS - 1

LAW OFFICES OF ALEX J. HIGGINS
2200 Sixth Ave. Ste 500
Seattle, WA 98121
(206) 340-4856

- 1 3. The Complaint appears to allege serious breaches by the Defendants and either damage to
2 or failure to return expensive equipment used in submarines or other submersible vessels.
3
- 4 4. The defendants in this matter, David Lochridge and Carole Reid Lochridge, live in the
5 State of Texas.
6
- 7 5. Defendants were served with the summons and complaint for this matter on June 29,
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9
10 2018, at their home in Texas.
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13 EXECUTED on this 24th day of July, 2018, at Seattle, Washington.
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20 /s/Alex J. Higgins _____

21 Alex J. Higgins
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JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

OCEANGATE INC.

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

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

Thomas Gilman, BARRET & GILMAN
1000 2nd Ave, Suite 3000, Seattle, WA 98104, (206)464-1900

DEFENDANTS

DAVID LOCHRIDGE & CAROLE REID LOCHRIDGE

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

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

Attorneys (If Known)

Alex J. Higgins, Law Offices of Alex J. Higgins
2200 6th Ave, Suite 500, Seattle, WA 98121, (206)340-4856

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

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

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACTS	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISON/RETRIBUTIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAXIS/ETS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332

Brief description of cause:
Complaint for breach of employment contract, fraud, unjust enrichment, injunctive relief

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE 7/24/18 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

OCEANGATE INC.,

Plaintiff,

vs.

DAVID LOCHRIDGE and CAROLE
REID LOCHRIDGE, and the marital
community composed thereof,

Defendants.

No. _____

CERTIFICATE OF SERVICE

I hereby certify that on July 24, 2018, I electronically filed the Notice of Removal, along with attachments, with the Clerk of the Court using CM/ECF system. I further certify that on this same day, I caused copies of these documents to be delivered to Thomas Gilman, counsel for Plaintiff, at:

Thomas L. Gilman
Barret & Gilman
100 2nd Ave, Suite 3000
Seattle, WA 98104
tgilman@bgseattle.com

DATED this 24th day of July, 2018.

s/Alex J. Higgins
Alex J. Higgins (WSBA #20868)