Exhibit A

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 is 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]

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

12. OceanGate agreed to pay $7,500 to Lochridge as re-location expenses for his move from the UK to Washington.

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

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

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

16. Once Lochridge obtain an 01 Visa, OceanGate changed his status from independent contractor to employee. As an employee Lochridge received valuable additional benefits, including without limitation participation in company sponsored health care and retirement plans, and payment by the company of one-half (1/2) of the employment and Medicare taxes previously borne in full by Lochridge as an independent contractor, and payment of unemployment and worker's compensation premiums on his wages, thus making him eligible for these benefits. On February 22, 2016, in furtherance of his change in status from independent contractor to employee, Lochridge executed a document entitled, Employee Intellectual Property Agreement ("Agreement"). Pursuant to the Agreement, Lochridge agreed:

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

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

17. Each of the obligations set forth in paragraph 17, above, continues after the termination of Lochridge's employment.

18. The Agreement states that Lochridge's breach will cause OceanGate irreparable harm, and further states that if Lochridge breaches or threatens to breach the Agreement, OceanGate will be entitled to injunctive or other equitable relief as well as money damages.

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

20. In furtherance of Lochridge's execution of the Agreement, Lochridge was provided with access to highly confidential and proprietary information concerning the Company's development of a five-person manned submersible, formerly known as "Cyclops 2" and now known as "Titan".

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

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

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

24. On January 18, 2018, Lochridge forwarded an engineering report he authored, which report was critical of OceanGate's research and development process for the Titan.

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

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

27. Lochridge insisted that his report on the Titan be acted upon. The company called a meeting to discuss his concerns on January 19, 2018. During the meeting, Lochridge repeatedly refused to accept the veracity of information provided by the Company's lead engineer and repeatedly stated he did not approve of OceanGate's research and development plans, insisting, for example that the company should obtain a scan of the hull of Titan's experimental vessel prototype to detect potential flaws rather than relying on acoustic monitoring, despite assurances from OceanGate's engineer that the acoustic monitoring and incremental testing protocol were, in fact, better suited to detect vessel safety issues, if any.

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

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

30. Based on Lochridge's position, OceanGate terminated his employment.

31. Lochridge promptly returned his laptop computer to OceanGate. Upon examination of the laptop, OceanGate determined that its hard-drive had been scrubbed of all company and other material, strongly suggesting that Lochridge had desired to be fired and had prepared his report and

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

32. Upon information and belief, Lochridge has violated the Agreement by:

a. Discussing OceanGate's confidential information with at least two individuals known to OceanGate; and

b. Discussing OceanGate's confidential information with representatives of the Occupational Health and Safety Administration when he filed a false report claiming that he was discharged in retaliation for being a whistleblower.

33. Lochridge's newly proclaimed status as a whistleblower stands in marked contrast with his cavalier attitude towards the property of OceanGate and its policies and procedures, as follows:

a. Recently he was photographed crawling on and around one of the titanium hemispheres for the Cyclops II. These are highly polished metal components, designed to accept clear viewing ports without a gasket and to create a seal that will be waterproof through 4,000 meters in depth. The slightest scratch on the titanium surface would render this $300,000 component worthless. A photograph showing Mr. Lochridge poking his head through the porthole and leaning on the polished surface is attached as Exhibit 1.

b. In 2016 while inside the Cyclops I submersible of OceanGate, he "mooned" through the large viewing window Tony Nissen and other members of the OceanGate 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.

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44. Lochridge knew his assurances were false and intended that OceanGate would act upon them and, among other things, procure his permanent resident status.

45. Plaintiff did not know Lochridge's assurances were false.

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

47. Plaintiff suffered damages based upon Lochridge's fraud in an amount to be proven at trial, but which are not less than $23,767 plus interest thereon.

THIRD CAUSE OF ACTION: UNJUST ENRICHMENT

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

49. Defendants received a substantial benefit in the form of $16,267 paid on their behalf for legal services crucial to obtaining Lochridge's permanent resident status.

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

51. In the circumstances set forth herein, it is unjust for Lochridge to retain this benefit without payment to OceanGate.

FOURTH CAUSE OF ACTION: CONVERSION

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

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

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

FIFTH CAUSE OF ACTION: INJUNCTIVE RELIEF

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

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

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

SIXTH CAUSE OF ACTION: MISAPPROPRIATION OF TRADE SECRETS RCW 19.108

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

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

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

61. OceanGate is entitled to recover damages for the actual loss caused by Lochridge's misappropriation and for any unjust enrichment of Lochridge thereby.

IV. PRAYER FOR RELIEF

WHEREFORE, plaintiff OceanGate Inc. seeks relief as follows:

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

2. For injunctive relief prohibiting Lochridge from disseminating OceanGate's confidential information;

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

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

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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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.

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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

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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. LOCHRIDGE

Attorney Name THOMAS L. GILMAN **Bar Membership Number** 8432

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

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

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