IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

ATI JET, INC,	§	
Plaintiffs,	§	
v.	§	Civil Action No. 3:26-cv-00977
PRATT & WHITNEY CANADA CORP.	§	**JURY TRIAL DEMANDED**
Defendant.	§	

PLAINTIFF'S ORIGINAL PETITION

1. This is a case about a corporation that sold trust it never intended to deliver. For nearly a decade, ATI Jet, Inc. ("ATI Jet" or "Plaintiff") paid Pratt & Whitney Canada Corp. ("P&WC" or Defendant) tens of millions of dollars under long-term engine service contracts—contracts that promised, in clear and unambiguous terms, that when ATI Jet's engines needed maintenance, P&WC would be there. P&WC would perform timely repairs. P&WC would provide rental engines to keep ATI Jet's fleet in the air. P&WC would act like a partner. Instead, P&WC acted like a predator.

2. ATI Jet is the largest Learjet 60 operator in the world. It has been flying charter passengers since 1976—millions of miles, zero accidents, zero FAA violations. Its reputation for reliability is everything. When ATI Jet signed its Eagle Service Plan ("ESP") agreements with P&WC, it was making a calculated business decision: pay a premium hourly rate, and in return receive the certainty of a world-class maintenance provider at its back. P&WC marketed the ESP as delivering "peace of mind." ATI Jet bought that peace of mind. It was never delivered.

3. What ATI Jet did not know (and what P&WC concealed) is that P&WC had no intention of honoring the most critical promise in the ESP agreements: the obligation to provide rental engines when an aircraft's engine was grounded for more than ten days. P&WC maintained a rental engine pool of approximately 12 engines to support a fleet of more than 800 Learjet 60 engines worldwide. P&WC's own engineers and analysts knew that 12 engines were insufficient, as supported by the words of a P&WC employee. The industry standard calls for 4% to 8% of the installed fleet in rental support. P&WC was providing barely 1%. P&WC knew this. P&WC chose to do nothing.

4. The reason P&WC did nothing is now clear. P&WC made a deliberate business decision to prioritize new customer acquisition and original equipment manufacturer ("OEM") production lines over its contracted obligations to existing ESP customers, like ATI Jet. From the words of insiders with knowledge, P&WC's in-house lawyers reviewed the "if available" language in the rental engine provisions and advised the business team that P&WC could simply declare engines "unavailable" regardless of whether they actually existed—and that this declaration would shield the company from any contractual obligation. That advice shocked executives within P&WC. Yet, P&WC applied it systematically, as a matter of company policy, against customers like ATI Jet.

5. The most damning evidence of P&WC's conduct involves a specific transaction that exposes the deception in stark relief. P&WC had contracted with a third-party supplier, Aircraft Parts Solutions ("APS"), to acquire rental engines by purchasing and parting out Learjet 60 aircraft. APS successfully delivered 18 engines. When APS presented engines 19 and 20, available, ready to deliver, already contractually ordered, P&WC turned them away. The message to APS was: *"Don't worry about it. We don't need them."* On that same day, P&WC told ATI Jet

that no rental engines were available. ATI Jet's aircraft sat on the ground. ATI Jet lost revenue. ATI Jet lost customers. And P&WC continued collecting its hourly fees.

6. A senior P&WC director responsible for operations and customer support made it explicit internally. He did not want to provide rental engine support to ATI Jet, because doing so would "set a precedent." He knew ATI Jet was the largest Learjet 60 operator in the world. He knew that if P&WC honored its contracts with ATI Jet, it would face pressure to honor them with everyone. So P&WC chose not to honor them with anyone and told its customers that nothing was available. It was institutional fraud.

7. When ATI Jet's engines finally went to P&WC's designated facilities for the maintenance P&WC was contractually obligated to perform, they disappeared into a black hole. A standard hot section inspection that should take 30 days took years. Engines sent for routine overhaul were not returned for years. Engines remain in P&WC's custody as of this filing, some for nearly two years, with no end in sight. The company that built its reputation on reliability was being systematically grounded by the very partner it had paid to prevent exactly that.

8. What's worse, in January 2025, P&WC induced ATI Jet to sign a settlement agreement by representing that engine unavailability had been a genuine operational constraint, a supply chain problem, a market reality, something beyond P&WC's control. That representation was false. P&WC knew it was false. ATI Jet signed the settlement in good faith and essentially received little to nothing in return. The grounding of aircraft continued. The six months after the settlement were worse, by objective measure, than the six months before it.

9. ATI Jet brings this action to hold P&WC accountable for what it did. The damages are real: over $20 million in ESP payments for services never rendered as promised; $2.5 million

in emergency open-market engine purchases to replace support P&WC was obligated to provide; years of lost charter revenue from grounded aircraft; and the ongoing destruction of a reputation for reliability that ATI Jet spent more than forty years building. But this case is about more than ATI Jet's losses. If P&WC can do what it did to ATI Jet (the largest Learjet operator in the world) and face no consequences, no operator anywhere is safe. This lawsuit is the consequence.

I. PARTIES

10. Plaintiff ATI Jet, Inc. is a Delaware corporation with its principal place of business located at 7007 Boeing Drive, El Paso, Texas 79925.

11. Defendant Pratt & Whitney Canada Corp. is a Canadian Corporation that may be served through its registered agent, CT Corporation System, located at 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136.

II. JURISDICTION AND VENUE

12. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a) because (a) Plaintiff is a citizen of Texas; (b) Defendant is a citizen of a foreign state; and (c) the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

13. The Court has personal jurisdiction over Defendant because P&WC purposefully directed its conduct toward Texas, entered binding contracts with Texas residents involving business in Texas, and its wrongful acts were directed at and caused substantial harm in Texas, including in this District.

14. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to this action occurred in this District, including the

negotiation, execution, and breach of the ESP agreements and the resulting injury to Plaintiff in El Paso County, Texas.

III. FACTUAL BACKGROUND

A. ATI Jet: A World-Class Operator That Trusted P&WC

15. ATI Jet is the largest Learjet 60 operator in the world, currently operating approximately 24 Learjet 60 aircraft out of El Paso, Texas. ATI Jet has been in the Learjet charter business since 1976 and has flown millions of charter miles without any accidents or FAA violations. Without reliable engine maintenance and rental engine support, ATI Jet cannot fly. P&WC knew this.

16. Since approximately 2016, ATI Jet has enrolled the majority of its fleet in P&WC's ESP programs, entering into more than a dozen separate ESP agreements. ATI Jet is one of P&WC's most significant customers in the entire ecosystem.

17. ATI Jet has paid P&WC millions upon millions in cumulative ESP charges. ATI Jet paid these sums in good faith, on time, every month, for years expecting P&WC to hold up its end of the bargain.

B. The ESP Contracts: P&WC's Promises in Writing

18. Under the ESP agreements, P&WC promised comprehensive coverage for ATI Jet's engines in exchange for a fixed hourly rate (among other things). The ESP agreements are Gold Plan contracts (P&WC's premium tier) covering scheduled and unscheduled maintenance events including hot section inspections ("HSI"), engine overhauls, and all associated labor, components, and freight.

19. Of critical importance to ATI Jet as an active, high-volume charter operator, Section 3.1.7.1 of the ESP agreements obligated P&WC to provide Lease Engine Support. Specifically, that provision states that "[f]or Engine events covered under this Agreement that require Engine removal for a period of ten (10) or more days, P&WC shall arrange for and cover the cost of a Lease Engine" subject to availability and execution of the appropriate lease agreement. This was not a discretionary courtesy. It was a contractual obligation. ATI Jet's entire business model of maintaining aircraft availability for charter customers depended on this promise being kept.

20. The Gold Plan further provided, under Section 3.6.5, that ATI Jet would receive "priority access to a pool of engines which are strategically located around the world to respond to customers' needs in the event a spare engine is required." This was the deal. ATI Jet relied on it.

C. The Truth Behind the Promises: P&WC's Deliberate Deception

21. What P&WC told its customers in marketing materials and contract terms bore no relationship to the operational reality P&WC had engineered behind closed doors.

22. P&WC maintained a rental engine pool of approximately 12 engines to support an installed base of more than 800 Learjet 60 engines in service across all operators. That is a support ratio barely exceeding 1%. Upon information and belief, P&WC's own internal analysts ran the numbers and concluded that the industry standard requires a minimum of 4% to 8% of the installed fleet in rental support. P&WC's own people told P&WC's own leadership that 12 engines was woefully insufficient. P&WC knew this and chose to do nothing.

23. The decision to maintain such an inadequate rental pool was not the result of supply chain constraints or force majeure beyond P&WC's control. It was a calculated business decision driven by financial pressure to deliver financial results. P&WC deliberately chose to prioritize engine availability for new aircraft deliveries and new customer acquisitions over its contractual obligations to existing ESP customers. Companies and individuals who had already signed long-term contracts, paid substantial fees, and staked their livelihoods on P&WC's promises were treated as a lower priority than the next revenue opportunity. This pattern of conduct was not accidental. It was institutional and intentional.

24. Upon information and belief, the practice of representing engines as "unavailable" to contracted customers while simultaneously directing those same assets elsewhere was *an accepted and known approach within the organization*. Personnel responsible for customer-facing communications were aware that engines existed or could be obtained, yet were directed to communicate unavailability to customers as a matter of course. This conduct was deliberate, consistent, and reflective of a company-wide posture.

25. P&WC internal leadership reinforced this posture at the highest levels. Upon information and belief, a senior P&WC director overseeing operations and customer support made statements to colleagues indicating that he did not want to provide rental engine support to ATI Jet because doing so would *"set a precedent."* In other words, P&WC withheld contracted support not because engines were unavailable, but because P&WC feared that honoring its obligations to ATI Jet—its largest Learjet 60 customer—would require it to honor those same obligations to everyone else. P&WC chose deception over accountability.

26. P&WC's legal team then transformed this policy of non-performance into a formal legal strategy. Upon information and belief, counsel reviewed the "if available" language in the

ESP rental engine provisions and provided internal guidance that because P&WC could simply designate engines as "not available," the contractual language insulated P&WC from any rental support obligation, regardless of whether engines existed or could readily be obtained. This guidance was applied throughout the organization as permission to systematically deceive contracted customers. The former employee who witnessed this guidance firsthand described it as having *shocked his conscience.*

D. The APS Smoking Gun: Engines Turned Away on the Same Day ATI Jet Was Denied

27. Perhaps nowhere is P&WC's deliberate deception more starkly illustrated than in a specific series of events involving P&WC's own contracted supplier, Aircraft Parts Solutions ("APS"), managed by Todd Chambers.

28. P&WC had contracted with APS for the specific purpose of expanding its rental engine pool. APS was acquiring Learjet 60 aircraft, parting them out, and leasing the resulting engines back to P&WC for use in rental support. An order for 40 rental engines was placed by P&WC. APS successfully delivered 18 engines from the first nine aircraft (two engines per aircraft). When APS then presented engines 19 and 20 ready for delivery and fully available, P&WC declined to accept them. The internal response to APS was, in substance: *"Don't worry about it. We don't need them."*

29. On the same day P&WC turned away those available rental engines from its own contracted supplier, P&WC communicated to ATI Jet that rental engines were *unavailable* to support ATI Jet's grounded fleet. The juxtaposition is not a coincidence, a miscommunication, or an operational error. It is proof of purposeful, knowing deception. Upon information and belief, P&WC personnel involved in fleet support and allocation decisions, including those managing

the APS relationship and those handling ATI Jet's account, were aware of both events simultaneously. This was a deliberate choice and scheme.

E. The Fraudulently Induced Settlement

30. On January 17, 2025, ATI Jet and P&WC executed a settlement agreement ("Settlement Agreement") intended to resolve ATI Jet's losses from P&WC's service failures. Over 35% of the settlement's value was returned to P&WC through hourly charges on engines ATI Jet sold to P&WC. In the Settlement Agreement, P&WC did not admit liability but did admit that ATI Jet had suffered economic losses due to rental engine shortages.

31. During settlement negotiations, P&WC represented to ATI Jet that the shortage of rental engines was a genuine operational constraint, the result of market forces and supply limitations beyond P&WC's control. This representation was false. P&WC knew it was false when it made it. A former senior P&WC employee has confirmed that P&WC's internal facts were fundamentally inconsistent with the representations P&WC made to ATI Jet during negotiations. Engine unavailability was not a constraint. It was a choice.

32. Furthermore, even when presented with the concrete opportunity to obtain additional engines that would have allowed it to fulfill its obligations, P&WC declined. P&WC turned away engines from its own contracted supplier, APS, not because they were unusable but because accepting them would have required actually providing the rental support it had promised. This too was never disclosed to ATI Jet during settlement negotiations.

33. ATI Jet did not learn the true facts about P&WC's representations at any time before signing the Settlement Agreement. Subsequent investigation has confirmed that: (1) spare engines were available prior to the January 2025 Settlement Agreement; (2) P&WC deliberately

allocated them to other operators rather than ATI Jet; (3) the internal rationale included a desire to avoid setting any "precedent" that might fuel broader operator claims; and (4) P&WC's representations to ATI Jet during negotiations that no engines were available were flatly false. ATI Jet is entitled to rescission of the settlement agreement and full recovery of all damages flowing from P&WC's fraudulent inducement.

F. The Continued Maintenance Failures of P&WC

34. The Settlement Agreement did not restore operational reliability. P&WC's promises to improve its maintenance and servicing of ATI Jet's planes during settlement negotiations rang hollow. ATI Jet's data demonstrates conclusively that conditions did not improve. ATI Jet continued losing more than one aircraft per day on average for five straight months following the settlement. The six months after execution of the settlement were, by objective measurement, *worse* than the six months before it.

35. Engines sent for routine hot section inspections and overhauls experienced turnaround times that can only be described as unconscionable. A standard HSI should take approximately 30 days. An overhaul should take approximately 60 to 90 days. P&WC's actual turnaround times for ATI Jet's engines ranged from more than a hundred days to years.

36. Every engine sitting in P&WC's facility for months on end is an aircraft that cannot fly. Every grounded aircraft is a charter flight that cannot be fulfilled. Every charter that cannot be fulfilled is revenue lost, a customer lost, and a reputation damaged. ATI Jet built its business on reliability. P&WC destroyed that reliability and continued billing ATI Jet for the privilege.

37. Specific examples of P&WC's maintenance failures include, but are not limited to, the following:

- Engine PCE-CA0138, sent for overhaul in January 2023, required 806 days to complete.
- As of the filing of this Complaint, two engines remain at P&WC's facilities with no return date in sight: PCE-305170 (323+ days), and PCE-CA0137 (108+ days).

38. P&WC's own ESP contracts acknowledge that engine removals lasting more than ten days are operationally disruptive—that is precisely why the contracts include the Lease Engine Support provision of Section 3.1. P&WC both failed to perform maintenance within any reasonable timeframe *and* failed to provide the rental engine support that was supposed to bridge that gap. The double failure was not coincidental. Both failures served the same financial interest: P&WC kept collecting fees while avoiding the costs of performance.

39. Section 3.1.7.1 of the ESP agreements is unambiguous. When an engine requires removal for a covered event lasting ten or more days, P&WC is contractually obligated to arrange for and cover the cost of a Lease Engine.

40. P&WC failed to meet this obligation. ATI Jet has learned that rental engines were available on multiple occasions but were deliberately not allocated to ATI Jet. No loaner engines were provided. Instead, ATI Jet was forced to purchase three spare engines on the open market at a cost of approximately $2.5 million, capital that had been earmarked for fleet expansion and not emergency acquisition of assets that P&WC was contractually obligated to supply.

41. Furthermore, ATI Jet generally opted for P&WC's Gold ESP plan, which P&WC specifically represented would give ATI Jet "priority access to a pool of engines which are strategically located around the world to respond to customers' needs in the event a spare engine is required." That representation was false. ATI Jet received no priority.

42. The failure to provide lease engines was not a logistical accident. As described herein, it was the predictable, foreseeable result of a deliberate internal strategy. P&WC maintained an inadequate rental pool by design, turned away available engines from its own supplier, deployed the "if available" language as an escape hatch blessed by in-house counsel, and continued collecting ESP fees from ATI Jet every single month while doing so.

IV. CAUSES OF ACTION

Count I: Breach of Contract – ESP Agreements[1]

43. ATI Jet reiterates and re-alleges each of the previous allegations as if set forth fully herein.

44. There are valid and enforceable contracts between the parties, including the ESP Agreements identified herein. P&WC had specific, written obligations to perform maintenance within a reasonable timeframe and to provide lease engine support pursuant to, at minimum, Sections 3.1, 3.2, and 3.6 of the ESP Agreements. P&WC's failures to perform those obligations were material and in breach of the ESP Agreements. They took place prior to and after November 2025. And they resulted in substantial loss and damage to ATI Jet.

45. P&WC has breached at least the following provisions of the ESP contracts: § 3.1, § 3.2, and § 3.6. These breaches directly caused lost charter revenue due to aircraft grounding, forced engine purchases on the open market, additional fixed costs on grounded aircraft, and other damages. In addition, P&WC owes ATI Jet certain credits and amounts including spare engine

[1] The "ESP Agreements" include ESP1016-05, ESP0622-04, ESP0743-07, ESP0817-03, ESP0620-05, ESP0169-05, ESP0489-03, ESP0547-05, ESP2994-03, ESP0349-05, and ESP0135-07.

rental credits, R&I credits, over-reported engine reserves, unapplied program discounts, and unapplied fleet discounts. ATI Jet also seeks its attorneys' fees and costs, as permitted by law.

Count II: Breach of Contract Duty of Good Faith and Fair Dealing – ESP Agreements

46. ATI Jet reiterates and re-alleges each of the previous allegations as if set forth fully herein.

47. The law[2] recognizes a general organizing principle of good faith in contract law and a duty of honest contractual performance, which imposes a minimum standard of honesty in performance. Whether or not a party has knowingly misled its counterparty is highly fact-specific and can include lies, half-truths, omissions, and silence, depending on the circumstances. Where a party exercises its contractual discretion in a manner not connected to the underlying purposes of the contract, that conduct constitutes a breach of the duty of good faith.

48. P&WC violated its duty of honest performance and good faith in at least the following respects: (a) by maintaining an engine rental pool it knew was wholly inadequate to support the fleet it had contracted to serve; (b) by weaponizing the "if available" contractual language as a deliberate escape hatch from rental obligations while having or being able to obtain engines; (c) by directing internal personnel to communicate unavailability to contracted customers like ATI Jet as a matter of course regardless of actual engine availability; (d) by deliberately withholding material facts from ATI Jet during settlement negotiations; and (e) by continuing to collect monthly ESP fees while knowingly failing to provide the core services those fees were intended to purchase.

[2] The ESP Agreements are governed by the laws of Canada.

49. P&WC's breach of the implied covenant of good faith and fair dealing directly caused ATI Jet lost charter revenue due to aircraft grounding, forced purchase of engines on the open market, additional fixed costs on grounded aircraft, and other damages. In addition, P&WC owes ATI Jet certain credits and amounts including spare engine rental credits, R&I credits, over-reported engine reserves, unapplied program discounts, and unapplied fleet discounts. ATI Jet also seeks its attorneys' fees and costs, as permitted by law.

Count III: Fraudulent Inducement of Settlement Agreement

50. ATI Jet reiterates and re-alleges each of the previous allegations as if set forth fully herein.

51. P&WC made false statements of material fact to ATI Jet regarding both the ESP contracts and its performance under those contracts in the leadup to the Settlement Agreement. Specifically, P&WC represented that lease engines would be available, that rental engine shortages were the result of genuine operational constraints beyond P&WC's control, and that at the time the parties entered into the Settlement Agreement no engines were available to support ATI Jet.

52. P&WC knew those representations were false, or made them with reckless disregard for their truth.

53. P&WC intended that ATI Jet act in reliance on those representations to enter the Settlement Agreement. ATI Jet did rely on them, to its substantial detriment.

54. ATI Jet is entitled to rescission of the settlement agreement and full recovery of all damages flowing from P&WC's fraudulent inducement.

Count IV: Deceit/Fraudulent Misrepresentation

55. ATI Jet reiterates and re-alleges each of the previous allegations as if set forth fully herein.

56. P&WC made false representations of fact to ATI Jet regarding both the ESP Agreements and the Settlement Agreement, specifically that leased engines would be made available and that their unavailability reflected genuine operational constraints.

57. P&WC had knowledge that these representations were false, or made them with reckless indifference to their truth. P&WC intended ATI Jet to act in reliance on those misrepresentations.

58. ATI Jet did act in reliance and suffered substantial losses as a direct result. Given the deliberate and systematic nature of P&WC's deception, Plaintiffs are entitled to exemplary damages in addition to all compensatory and consequential damages available at law and in equity.

Count V: Common Law Fraud

59. ATI Jet reiterates and re-alleges each of the previous allegations as if set forth fully herein.

60. P&WC made representations of fact to ATI Jet regarding at least the maintenance of its planes, the timelines, the availability of alternative maintenance measures, and the availability of leased engines.

61. P&WC had knowledge that these representations were false, or made them with reckless indifference to their truth. P&WC intended ATI Jet to act in reliance on those representations.

62. ATI Jet did act in reliance and suffered substantial losses as a direct result. Given the deliberate and systematic nature of P&WC's deception, Plaintiffs are entitled to exemplary damages in addition to all compensatory and consequential damages available at law and in equity.

<u>RELIEF REQUESTED</u>

63. ATI Jet hereby demands a trial by jury on all issues so triable.

64. ATI Jet respectfully requests the Court grant judgment in its favor on each count asserted herein, and further requests that the Court:

a. Terminate ESP1016-05, ESP0622-04, ESP0743-07, ESP0817-03, ESP0620-05, ESP0169-05, ESP0489-03, ESP0547-05, ESP2994-03, ESP0349-05, and ESP0135-07;
b. Rescind the January 17, 2025 Settlement Agreement and award full restitution of all value transferred thereunder;
c. Award Plaintiff compensatory and consequential damages, including exemplary damages where appropriate, resulting from P&WC's breaches of contract, fraudulent inducement, breach of the duty of good faith and honest performance, deceit/fraudulent misrepresentation, and all other tortious acts described herein;
d. Award Plaintiff all reasonable and necessary attorneys' fees, litigation costs, and expenses;
e. Award Plaintiff pre-judgment and post-judgment interest; and
f. Grant Plaintiff all other and further relief, both at law and in equity, to which they may be justly entitled.

Dated: March 31, 2026

Respectfully submitted,

FOSTER YARBOROUGH & KILLINGSWORTH, PLLC

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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

ATI JET, INC

(b) County of Residence of First Listed Plaintiff: El Paso
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Foster Yarborough Killingsworth PLLC 440 Louisiana, suite 1800, Houston, TX 77002 713-331-5254

DEFENDANTS

PRATT & WHITNEY CANADA CORP

County of Residence of First Listed Defendant:
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

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

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 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)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☒ 3	Foreign Nation	☐ 6	☐ 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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:
Breach of Contract

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: 04/07/2026

SIGNATURE OF ATTORNEY OF RECORD: /s/ Michael Killingsworth

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.