

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

BELL HELICOPTER TEXTRON, INC., §
et al. §
§
VS. § CIVIL ACTION NO. 4:12-CV-034-Y
§
VECTOR AEROSPACE USA, INC., §
et al. §

ORDER DENYING MOTION
FOR PRELIMINARY INJUNCTION

Before the Court is the Motion for Preliminary Injunction and to Preserve Evidence (doc. 95) filed by plaintiffs Bell Helicopter Textron Inc. and Textron Innovations Inc. (collectively, "Bell"). By the motion, Bell seeks an order preliminarily enjoining defendants Vector Aerospace USA, Inc., and Vector Aerospace Helicopter Services, Inc. (collectively, "Vector"), from selling certain removable components of the B407 fuselage repair fixture located at Vector's Langley, British Columbia facility. After review, the Court will deny the motion.

To obtain a preliminary injunction, a movant must make four prerequisite showings: "a substantial likelihood of success on the merits; a substantial threat that [the movant] will suffer irreparable injury if the injunction is not issued; that the threatened injury to [the movant] outweighs any damage the injunction might cause to the non-movant; and that the injunction will not disserve the public interest." *Doe v. Duncanville Indep. Sch. Dist.*, 994 F.2d 160, 163 (5th Cir. 1993) (citing *Apple Barrel Prods. v. Beard*, 730 F.2d 384, 386 (5th Cir. 1984)). The central

purpose of a preliminary injunction is to preserve the status quo. See *Griffin v. Box*, 910 F.2d 255, 263 (5th Cir. 1990).

As for the merits, Bell contends that certain components of the B407 fixture are embedded with "Bell proprietary data points that can and should be returned apart from the fixture itself." (Pls.' Br. 1.) Bell contends that these components are trade secrets that Vector has misappropriated and converted and, additionally, that Vector's continued possession of the components breaches the CSF Agreements and related proprietary rights and indemnity agreements. Vector, on the other hand, insists that the components form part of the B407 fixture itself, which this Court has already determined to be the property of Vector and not a trade secret of Bell.

After review, the Court concludes that Bell has not met its burden of establishing a likelihood of success on the merits of its claims for misappropriation and conversion of the components or its corresponding claims for breach of contract. More specifically, Bell has not made a sufficient showing that the components are trade secrets or that they are otherwise proprietary to Bell. Through the Declaration of Daniel Edward Atkins, a Bell structural repair fixture specialist, Bell has produced evidence that the components were built using Bell's proprietary data and specifications and that such data and specifications can be discerned (and therefore disseminated) by examining the data points

embedded in the components. (Atkins Decl., Pls.' App. 2-5.) But this evidence, even if conclusive on these points, does not sufficiently support Bell's position that the components **themselves** are Bell trade secrets or proprietary data.

Further weakening Bell's position is that Vector's senior fixture specialist, Ty Ida, apparently designed each of the components and oversaw a third-party's fabrication of them. (Ida Decl., Defs.' App. 5-9.) According to Ida, the components "are integral parts of the B407 Fixture and are designed and intended to work together in the fixture." (*Id.* at 9.) The fixture, Ida explains, "cannot be used for its essential purposes without all of these component parts." (*Id.*) While the Court declines to take a definitive position on the issue at this time, it suffices to note here that Bell has not shown that its likelihood of success on the merits is **substantial**.

It follows that Bell has not demonstrated a substantial threat of irreparable harm in the absence of an injunction. That is, because Bell has not adequately shown that the components constitute trade secrets, its argument that a sale of the components would result in the disclosure of its proprietary information, and thereby cause it irreparable harm, is unavailing. Furthermore, prohibiting Vector from selling the components would also preclude Vector from selling the fixture itself, and it appears that there is a limited market for non-certified repair

fixtures. To require Vector to await the outcome of trial in this case before selling the fixture, when Vector has located a willing and able buyer, would place a significant financial hardship on Vector. And the Court is not persuaded thus far that Bell's claim of entitlement to the components is strong enough to impose this hardship.

Therefore, based on the foregoing, the Court DENIES Bell's motion for a preliminary injunction. Furthermore, because the Court has previously granted Bell the opportunity to inspect and take pictures of the components, Bell's alternative motion to preserve evidence is likewise DENIED.

SIGNED January 30, 2013.



TERRY R. MEANS
UNITED STATES DISTRICT JUDGE