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17 **UNITED STATES DISTRICT COURT**  
18 **DISTRICT OF ARIZONA**

19 ROBIN PETERSEN,

20 Plaintiff,

21 vs.

22 THE BOEING COMPANY, a Delaware  
23 Corporation, individually and d/b/a  
24 BOEING SAUDI ARABIA LIMITED,  
25 f/k/a BOEING INTERNATIONAL  
26 SUPPORT SYSTEMS COMPANY  
27 SAUDI ARABIA LIMITED,  
28 a corporation or other business entity or  
division of The Boeing Company,

Defendants.

Case No. 2:10-CV-00999-ROS

**FOURTH AMENDED COMPLAINT**

1 Plaintiff Robin P. Petersen, (“Plaintiff” or “Petersen”), by and through his attorneys of  
2 record, Dawson & Rosenthal, P.C. and Friedman | Rubin, file this Fourth Amended Complaint  
3 pursuant to the Court’s order filed July 1, 2014 [**Doc. 108**].

4 **I. INTRODUCTION**

5 1. Robin Petersen was the victim of a scheme by Defendants to deprive American  
6 citizens of their rights, and hold them against their will in Saudi Arabia. Tricked into giving  
7 up his rights, Plaintiff was held in Saudi Arabia against his will. He suffered physical injuries,  
8 mental and emotional distress and economic loss, all described more fully below.

9 2. At all times relevant to this complaint, Plaintiff was a citizen and resident of  
10 Arizona, and a United States citizen.

11 3. Defendant “The Boeing Company” (hereinafter “BC”), is incorporated under the  
12 laws of the State of Delaware, domiciled in the State of Illinois and registered to conduct  
13 business in the state of Arizona. BC transacts business and maintains offices for the  
14 transaction of business in Phoenix, Arizona. All acts or omissions of BC alleged in this  
15 Complaint were performed by authorized agents or employees of BC within the scope of valid  
16 agency or employment relationships, and were performed for the benefit of BC.

17 4. Defendant Boeing International Support Systems Company Saudi Arabia  
18 Limited (hereinafter “BISS”), is a wholly-owned, fully integrated subsidiary of BC,  
19 conducting business under the authority, supervision, and control of BC, with agents and  
20 business offices located in Oklahoma and Missouri. BISS is not a citizen of the state of  
21 Arizona. BISS is not registered, licensed, or otherwise separately formed as a business for  
22 purposes of conducting business in any U.S. state. BISS is an alter ego or “shell” company,  
23 fully controlled and managed by BC. At all times relevant to this complaint, BISS and its  
24 employees were acting as agents of BC.

25 5. Plaintiff’s damages exceed \$75,000.

26 6. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.  
27  
28

1           **II.    BC and BISS**

2           7.    Headquartered in Chicago, Illinois, BC employs more than 170,000 people across  
3 the United States and in 70 countries. BC is the world's leading aerospace company and the  
4 largest manufacturer of commercial jetliners and military aircraft combined. The company  
5 also provides numerous military and commercial airline support services. BC provides  
6 products and support services to customers in 150 countries and is one of the largest U.S.  
7 exporters in terms of sales. In 2012, BC collected revenues of \$81.7 billion.

8           8.    According to the BC 2010 Annual Report, in 2010 BC had a total of 247  
9 subsidiaries, one of which was the wholly owned and fully integrated subsidiary, BISS.

10          9.    According to the BC 2010 annual 10K filed with the Securities and Exchange  
11 Commission, in 2010 BC had a total of 263 subsidiaries, including BISS.

12          10.   BC has established a number of offices across the Middle East region, first in  
13 Riyadh in 1982, then a dedicated Integrated Defense Systems (IDS) office in Abu Dhabi in  
14 1999, a regional headquarters in Dubai in 2005, and a new office in Doha in 2010. In 2012,  
15 Boeing moved into newer offices in Abu Dhabi. In addition, Boeing has field service teams  
16 across the region and two distribution centers for airplane spare parts in Dubai. These entities  
17 are collectively referred to by Boeing employees and agents as "Boeing," and fall under the  
18 ultimate control of BC executive offices in Chicago, Illinois.

19          11.   In 2006 BC established Boeing International Support Systems Company Saudi  
20 Arabia, Ltd. (BISS). In 2011, BISS's name was changed to Boeing Saudi Arabia, Ltd.

21          12.   In 2009, when Plaintiff was hired by BC to work in Saudi Arabia with BISS,  
22 BISS was under direct control of Global Services & Support (GS&S), a business unit of  
23 Boeing Integrated Defense Systems (IDS). Boeing GS&S has 16,500 employees working in  
24 295 locations around the world. GS&S leadership offices are located in BC's St. Louis, MO  
25 facilities. Corporate governance, compliance oversight, and ultimate control of IDS and  
26 GS&S are vested with BC executive offices in Chicago, Illinois.

27          13.   In January 2010, BC announced organization and leadership changes within its  
28 Integrated Defense Systems unit, renaming the unit "Boeing Defense, Space & Security." At

1 that time, Torbjorn Sjogren was named GS&S vice president of BISS. His office is located in  
2 the BC GS&S facilities in St. Louis, Missouri. Sjogren is supervised by and ultimately  
3 answers to BC executives in the BC Chicago, Illinois offices.

4 14. Sjogren also serves as the Chairman of the Board of Boeing Industrial  
5 Technology Group (BITG), a BC entity that invests in, and supports the Saudi Arabian  
6 aerospace industry. Sjogren is also a vice president and board member of Alsalam Aircraft  
7 Company, a BC subsidiary / partner.

8 15. Sjogren, at all relevant times, was the VP of Global Maintenance & Upgrades  
9 (GMU), in the BC's Maintenance Modification & Upgrades division of Global Services &  
10 Support (GS&S). BC's majority ownership in Alsalam Aircraft Company is also led by and  
11 supported by GMU. In his capacity as VP of GMU, Sjogren answers upstream to BC  
12 executives in the Chicago, Illinois offices.

13 16. At all times material to the claims and defenses pled in this case, Torbjorn  
14 Sjogren was a management level employee at and for BC, working under the direct control of  
15 BC executive management and ultimately the BC executive offices in Chicago, IL. At the  
16 same time, he also held an executive position with Alsalam Aircraft Company. All acts or  
17 omissions of Torbjorn Sjogren material to the claims and defenses pled herein were done in his  
18 capacity as an employee / manager for BC, done for the benefit of BC, within the scope of his  
19 employment with BC.

20 17. At all times material to the claims and defenses pled in this case, Shaun Ford was  
21 a manager at and for BC, working under the direct control of BC management and ultimately  
22 the BC executive offices in Chicago, Illinois. All acts or omissions of Mr. Ford material to  
23 the claims and defenses pled herein were done in his capacity as a manager for BC, done for  
24 the benefit of BC, within the scope of his employment.

25 18. At all times material to the claims and defenses pled in this case, Karen Jones  
26 was an employee of BC, working under the direct control of BC management and ultimately  
27 the BC executive offices in Chicago, Illinois. At all times material hereto, Ms. Jones' Boeing  
28 office was located in Oklahoma City, Oklahoma. All acts or omissions of Ms. Jones material

1 to the claims and defenses pled herein were carried out in her capacity as an employee of BC,  
2 done for the benefit of BC, within the scope of her employment with BC.

3 19. At all times material to the claims and defenses pled in this case, Ashley  
4 Campbell was an employee of BC, working under the direct control of BC executive  
5 management and ultimately the BC executive offices in Chicago, Illinois. All acts or  
6 omissions of Ms. Campbell material to the claims and defenses pled herein were carried out in  
7 her capacity as an employee of BC, done for the benefit of BC, within the scope of her  
8 employment with BC.

9 20. At all times material to the claims and defenses pled in this case, Daniel J. Nelson  
10 was an employee at and for BC, working under the direct control of BC executive  
11 management and ultimately the BC executive offices in Chicago, Illinois. All acts or  
12 omissions of Mr. Nelson material to the claims and defenses pled herein were carried out in his  
13 capacity as an employee for BC, done for the benefit of BC, within the scope of his  
14 employment with BC.

15 21. At all times material to the claims and defenses pled in this case, Brad Beardmore  
16 was an employee at and for BC, working under the direct control of BC executive  
17 management and ultimately the BC executive offices in Chicago, Illinois. At all times  
18 material hereto, Mr. Beardmore's Boeing office was located in Oklahoma City, Oklahoma.  
19 All acts or omissions of Mr. Beardmore material to the claims and defenses pled herein were  
20 carried out in his capacity as an employee for BC, done for the benefit of BC, within the scope  
21 of his employment with BC.

22 22. At all times material to the claims and defenses pled in this case, Tim Kinnaird  
23 was an employee at and for BC, working under the direct control of BC executive  
24 management and ultimately the BC executive offices in Chicago, Illinois. At all times  
25 material hereto, Mr. Kinnaird's Boeing office was located in Oklahoma City, Oklahoma. His  
26 BC up-line supervisors were located in St. Louis, Missouri, and their up-line supervisors were  
27 located in the Chicago, Illinois BC executive offices. All acts or omissions of Mr. Kinnaird  
28

1 material to the claims and defenses pled herein were carried out in his capacity as an employee  
2 for BC, done for the benefit of BC, within the scope of his employment with BC.

3 23. At all times material to the claims and defenses pled in this case, Robert Byrne  
4 was an employee at and for BC, working under the direct control of BC executive  
5 management and ultimately the BC executive offices in Chicago, Illinois. At all times  
6 material hereto, Mr. Byrne's Boeing office was located in Oklahoma City, Oklahoma. His BC  
7 up-line supervisors were located in St. Louis, MO, and their up-line supervisors were located  
8 in the Chicago, Illinois BC executive offices. All acts or omissions of Mr. Byrne material to  
9 the claims and defenses pled herein were carried out in his capacity as an employee for BC,  
10 done for the benefit of BC, within the scope of his employment with BC.

11 24. At all times material to the claims and defenses pled in this case, Derek Anderson  
12 was an employee at and for BC, working under the direct control of BC executive  
13 management and ultimately the BC executive offices in Chicago, Illinois. At all times  
14 material hereto, Mr. Anderson's Boeing office was located in St. Louis, Missouri. His BC  
15 supervisors were located in St. Louis, Missouri, and their up-line supervisors were located in  
16 the Chicago, Illinois BC executive offices. All acts or omissions of Mr. Anderson material to  
17 the claims and defenses pled herein were carried out in his capacity as an employee for BC,  
18 done for the benefit of BC, within the scope of his employment with BC.

19 25. At all times material to this cause of action, BC actively recruited throughout the  
20 United States for experienced pilots and air crew for employment with BC as flight and flight  
21 simulator instructors.

22 26. At all times material to this cause of action, BC actively recruited experienced  
23 pilots and others with aviation expertise purportedly for the purpose of training pilots and air  
24 crew of the Royal Saudi Air Force under a United States Foreign Military Sales Program  
25 called "Peace Sun F-15 TSP." This contract award is part of a Technical Assistance  
26 Agreement between the United States and BC / BISS / Alsalam Aircraft Company, and the  
27 Government of Saudi Arabia. The BC / BISS operation is under U.S. State Department  
28 Foreign Military Sales Program and Arms Export Authority. This is the contract Plaintiff was

1 recruited under, for employment as a Flight / Simulator Instructor working for BC / BISS in  
2 Saudi Arabia.

3 **The Scheme**

4 27. BC, BISS and Alsalam Aircraft Company devised a scheme to defraud either, the  
5 United States Government, the Government of Saudi Arabia, or both. While many of the  
6 details of the scheme are unknown to Plaintiff, it involved these companies pretending to  
7 provide training to pilots in Saudi Arabia, without actually doing so.

8 28. As part of this scheme, BC, BISS and Alsalam Aircraft Company worked jointly  
9 together to entice American citizens with aviation expertise to enter into employment contracts  
10 with the purported goal of training pilots and air crew in Saudi Arabia. In fact, BC, BISS and  
11 Alsalam Aircraft Company had no intention of actually providing any significant training  
12 through these employees.

13 29. BC, BISS and Alsalam Aircraft Company induced American citizens to enter  
14 into these contracts by offering flight time, quality housing, transportation and other benefits  
15 as more fully described below.

16 30. Once the American citizens had been induced to travel to Saudi Arabia, they  
17 would be asked to sign a contract, stating that Saudi law applied to their employment  
18 relationship. The American citizens would not be informed that by agreeing that the  
19 employment contract would be “interpreted, construed and enforced in accordance with the  
20 laws of the Kingdom of Saudi Arabia,” they were agreeing to have a very fundamentalist  
21 version of Sharia law apply to themselves. Defendants knew this, and also knew that Saudi  
22 employment law is unconscionable by American standards and that most American citizens  
23 would not knowingly subject themselves to the Saudi version of Sharia law.

24 31. Among other things, Saudi employment law gives the employer the right to sue  
25 an employee for a broad array of damages if the employee quits the job without the employer’s  
26 consent. It allows the employer to hold the employee’s passport, and prevent him from leaving  
27 the country while an employment dispute is pending. If an employee quits his job, his Saudi  
28 bank account is frozen.

1           32. After getting an American worker to unknowingly agree to Sharia law, BC, BISS  
 2 and Alsalam Aircraft Company would then take the American citizen's passport, and refuse to  
 3 provide them with a residence permit ("Iqama"<sup>1</sup>). The effect of this was to confine the  
 4 American citizens to the work base or compound designated by BC, BISS and Alsalam  
 5 Aircraft Company. Without a passport and Iqama, these citizens could not obtain an exit visa  
 6 and leave Saudi Arabia. Without an Iqama, they could not travel outside of their compound  
 7 without risking imprisonment.

8           33. Upon information and belief, the purpose of the scheme was to keep American  
 9 citizens with aviation experience in Saudi Arabia (against their will, if necessary) so that BC,  
 10 BISS and/or Alsalam Aircraft Company could charge the United States government and/or the  
 11 government of Saudi Arabia for aviation training that was not provided, thereby reducing the  
 12 cost and increasing the profits for BC, BISS and Alsalam Aircraft Company.

13           34. At all times material to this complaint, BC, BISS and Alsalam Aircraft Company  
 14 were involved in a joint venture to accomplish the goals described above, and to make Plaintiff  
 15 a victim of the scheme described above. All of the actions taken by BC, BISS and Alsalam  
 16 Aircraft Company described in this complaint were taken pursuant to an agreement between  
 17 these entities to promote their common interest in the scheme described above. Each of these  
 18 entities had the right to exercise control over the joint venture. As participants in this joint  
 19 venture, BC, BISS and Alsalam Aircraft Company are each responsible for the acts of the  
 20 others.

21           35. BC, BISS and Alsalam Aircraft Company are alter egos of one another in that  
 22 there was and is a unity of interest and ownership between them and they were and are  
 23 operated in such a manner as to constitute a single enterprise. Observance of any corporate  
 24

25 \_\_\_\_\_  
 26 <sup>1</sup> An *Iqama* is a residence permit which is similar to a small passport booklet or ID card. This  
 27 cannot be used for international travel from Saudi Arabia but is required for travel within  
 28 Saudi Arabia by expatriates employed in Saudi Arabia. All things that happen within the  
 confines of Saudi Arabia are linked to this Iqama card. Beyond the passport – which was

Comment [A1]: Correct the placement of all  
 footnote numbers.



1 fiction that these are separate entities would promote injustice. As alter egos of one another,  
2 BC, BISS and Alsalam Aircraft Company are each responsible for the acts of the others,  
3 particularly with respect to the acts and omissions described in this Complaint.

4 36. BC, BISS and Alsalam Aircraft Company each knew that the others would be  
5 engaging in tortious, improper and illegal activity as described in this complaint. This tortious  
6 and criminal activity was pursuant to the common scheme or plan described above. The  
7 violations of legal duty owed to Plaintiff and described in this complaint were accomplished  
8 by BC, BISS and Alsalam Aircraft Company in concert with each other and pursuant to a  
9 common plan or design.

10 37. BC, BISS and Alsalam Aircraft Company knew of the tortious, improper and  
11 illegal actions of the others with regard to Plaintiff, as described in this Complaint, knew that  
12 those actions constituted a breach of duty to Plaintiff, and gave substantial assistance or  
13 encouragement to the others in breaching their duties to Plaintiff.

14 38. With respect to the tortious, improper and illegal conduct of BISS and Alsalam  
15 Aircraft Company described in this Complaint, BC knew that such conduct violated Plaintiff's  
16 legal rights, and nevertheless ordered, induced and ratified the conduct, knowing the conduct  
17 would subject BC to legal liability if BC engaged in the conduct directly.

18 **Mr. Petersen's Employment with BC/BISS**

19 39. ROBIN PETERSEN is a 58 year-old retired U.S. Navy C-130 Pilot.

20 40. Prior to enlisting in the U.S. Navy, Plaintiff graduated from Arizona State  
21 University. He was a standout starting linebacker for the No. 1 ranked Arizona State Sun  
22 Devils. After graduation from ASU, Plaintiff was signed to a two-year contract with the  
23 Philadelphia Eagles of the National Football League. Sports and athletics have been an  
24 important part of Plaintiff's life.

25 ///

26 \_\_\_\_\_  
27  
28 confiscated in this case – the Iqama is the most important document for an American working  
in Saudi Arabia to have on his / her person.

1           41. When his professional football opportunities waned, Plaintiff joined the U.S.  
2 Navy and was commissioned as a Naval Officer in 1982. In 1983, he became a U.S. Naval  
3 Aviator.

4           42. Plaintiff excelled in the Navy, eventually attaining the rank of Commander.  
5 Beyond being an aircraft crew commander / pilot, during his career in the Navy he was also  
6 certified as an FAA Flight Instructor, United States Navy Instructor Pilot, and Aviation Safety  
7 Officer.

8           43. Plaintiff has extensive international flight experience as an aircraft commander  
9 piloting Lockheed C-130 Hercules aircraft. As a U.S. Naval aviator, Plaintiff flew tours  
10 around the world and supported U.S. and NATO combat operations. He was awarded the  
11 National Defense Medal for supporting Desert Storm and the Armed Forces Services  
12 Medal for flying missions in support of joint operations during the conflict in the former  
13 Yugoslavia.

14           44. After leaving active duty and while serving in the active U.S. Navy Reserve,  
15 Plaintiff flew Boeing 737 aircrafts for Southwest Airlines out of Phoenix Sky Harbor  
16 International between October 1998 and July 2006.

17           45. Plaintiff resigned his commission and retired from the U.S. Navy in December  
18 1999 with eighteen years of dedicated service to his country.

19           46. After leaving Southwest Airlines, Plaintiff took some time off to manage  
20 personal affairs and catch up on time lost with his family, due to career and military  
21 obligations. At this point in his life, Plaintiff was healthy and content in his accomplishments  
22 and life choices, and was looking forward to his next aviation adventure.

23           47. In 2008, Plaintiff was living in Arizona. In his extended leave from flying he  
24 began to get restless and had the itch to get back in the cockpit. In late fall of 2008, Plaintiff  
25 was surfing the internet looking for pilot or related employment and he came upon a BC  
26 recruiting and job posting website (Jobs.Boeing.com). Posted on this site he found a job  
27 listing (requisition # 08-1026324 CW-159) calling for applicants for a C-130 Flight /  
28 Simulator Instructor in Riyadh Saudi Arabia. The listing indicated this was a position of

1 employment with BC under the operational control of the BC business unit, “Integrated  
2 Defense Systems,” and a subdivision entitled “Global Systems and Services,” both of which  
3 are headquartered in St. Louis, Missouri and operated under the ultimate and direct control of  
4 BC executive offices in Chicago, Illinois. [Exhibit 1 at **Doc. 88-1**]\*<sup>2</sup>

5 48. Motivated by the opportunity to work for BC under the terms presented in the job  
6 posting, and the opportunity to fly C-130s, and train young pilots again, Plaintiff submitted an  
7 application in response to BC’s job posting.

8 49. On November 14, 2008, Plaintiff was contacted via email by BC employee,  
9 Ashley Campbell, who arranged for a telephonic interview with Plaintiff and BC manager,  
10 Daniel J. Nelson. Nelson’s office was located in Oklahoma City, Oklahoma. [Exhibit 2 at  
11 **Doc. 88-2**]<sup>3</sup>

12 50. On November 17, 2008 Mr. Petersen interviewed with Mr. Nelson who purported  
13 to be a BC / BISS manager. After oral and written exchanges between Plaintiff and Mr.  
14 Nelson, Plaintiff was offered the position of Flight / Simulator Instructor for BC / BISS.  
15 [Exhibits 3, 4, 5 and 6 at **Docs. 88-3 through 88-6**]<sup>4</sup>

16 51. To this point, everything was professional and appeared legitimate to Plaintiff.  
17 All of the correspondence, documents and emails exchanged to this point were on BC  
18 letterhead, contained the BC logo, or were directed to or received from BC email accounts  
19 (boeing.com). It was clear to Plaintiff that BC was offering him a flight instructor job, and he  
20 would be working for BC.

21  
22  
23  
24 \*Exhibits previously filed in this matter are referenced herein by ECF Docket No. and, where  
appropriate, by page number, e.g. [Doc. 88-11 at p.2].

25 <sup>2</sup> True and correct copy of the Boeing Job Solicitation from the BC website.

26 <sup>3</sup> Ashley Campbell email scheduling interview with Dan Nelson.

27 <sup>4</sup> Fax cover sheet to Dan Nelson with required information (Doc. 88-3); Dan Nelson and Shaun  
28 Ford Boeing Company business cards (Doc. 88-4); Offer of Employment (Doc. 88-5); Email  
from Karen Jones (Doc. 88-6).

1           52. The terms of employment promised by BC / BISS included the opportunity for  
2 flight time and the training of pilots, a base salary of \$94,944.00 per year plus additional  
3 compensation (bonus) and benefits, including health insurance, life insurance, housing and a  
4 shared vehicle for transportation to and from work. Additionally, Plaintiff was promised by  
5 Mr. Nelson that because of Plaintiff's status as a retired senior military officer, he would be  
6 provided with a fully furnished, single occupancy, free-standing "Villa," equal to what a senior  
7 military officer would be accustomed to when residing on a U.S. military installation.

8           53. On November 19, 2008 Plaintiff received an email from a BC employee, Karen  
9 E. Jones, congratulating him on his offer of employment with BC / BISS and requesting that  
10 Plaintiff review and complete paperwork and submit specific documents to finalize his  
11 application for approval for the position which he was already offered. [Exhibit 6 at **Doc. 88-6**]

12           54. Attached to the email were eleven (11) attachments, which were employment  
13 related documents Plaintiff was asked to complete and return. These employment agreements  
14 indicated Plaintiff would be an employee of BC. The documents advised Plaintiff that should  
15 he have any questions he should contact BC employee, Karen Jones in Oklahoma City,  
16 Oklahoma.

17           55. The employment requirements statement in one of the employment documents in  
18 the Boeing Company Offer of Employment [Exhibit 5 at **Doc. 88-5**] states: "On becoming an  
19 employee of The Boeing Company, you will be required to sign the Intellectual Property and  
20 Confidentially Agreement..."; further, Plaintiff was asked to sign an "Ethics  
21 Acknowledgement Form" which also states in part "On becoming an employee of The Boeing  
22 Company, you will be required to sign the Ethics Acknowledgement Form."

23           56. Although he was advised by Ms. Jones that he would be asked to sign the  
24 employment agreement when he arrived in Saudi Arabia, this email packet of documents was  
25 absent any proposed "Second Employment Agreement" to be signed by Plaintiff in Saudi  
26 Arabia.

27           57. None of the documents provided for signature by Ms. Jones contained a clause  
28 that clearly set forth forum and jurisdiction of any dispute arising from the employment

1 agreement would be Saudi Arabia. Any reference to application of law or forum, as written,  
2 was vague. Interpretation by a lay person would leave them with a view that the clause was  
3 permissive, not exclusive in nature. Any choice of law or forum clause in any document  
4 provided was without explanation and an American citizen unfamiliar with Saudi Arabian law  
5 and social concepts would have no idea that he was signing, what to an American, would be  
6 considered an unconscionable and offensive contract. Plaintiff reviewed these documents and  
7 did not feel that anything in the documents precluded him from protecting his rights in a U.S.  
8 Court.

9 58. On November 20, 2008 Plaintiff called BC staffing agent, Karen Jones at her  
10 office in Oklahoma City, Oklahoma and told her he had not received a copy of a proposed  
11 "Employment Agreement" (the second agreement), which was to be signed in Saudi Arabia.  
12 Ms. Jones stated she was having computer problems and did not know why the "Employment  
13 Agreement" wasn't included. [Exhibit 7 at **Doc. 88-7**]<sup>5</sup> Ms. Jones informed Plaintiff that the  
14 missing "Employment Agreement" was essentially a copy of the "Offer of Employment  
15 Agreement" he had already received via e-mail from her. Ms. Jones stated that Plaintiff  
16 should not be concerned. Ms. Jones then told Plaintiff he needed to sign the Offer of  
17 Employment Agreement and fax it back to the company no later than the following day,  
18 Friday, November 21, 2008. Ms. Jones explained this was so BC could begin the process of  
19 obtaining final clearance from BC / BISS and proceed with his travel arrangements to Saudi  
20 Arabia. Plaintiff returned the signed "Offer of Employment Agreement" via a St. Louis,  
21 Missouri facsimile to number (314) 777-2807 on November 20, 2008.

22 59. Proceeding under the BC Offer of Employment Agreement, Plaintiff arrived in  
23 Riyadh, Saudi Arabia on January 22, 2009 prepared to begin training Saudi pilots for BC /  
24 BISS. The facilities at the American Compound in Riyadh, in terms of housing  
25 accommodations, furnishings and other onsite facilities, were in line with what had been  
26 described to Plaintiff by BC manager Daniel Nelson during the interview process as part of the  
27

28 <sup>5</sup> Plaintiff's telephone records documenting communication with Ms. Jones.

1 enticement to get Plaintiff to enter into the contract with BC / BISS. Plaintiff took pictures of  
2 the villa where he spent the night in the American Compound in Riyadh. [Exhibit 8 at **Doc.**  
3 **88-8]**

4 60. On the afternoon of January 23, 2009, Plaintiff was met by Shaun A. Ford, at the  
5 villa where Plaintiff had spent his first night in Riyadh. Mr. Ford identified himself as the BC  
6 Operations Manager for BC's facilities in Saudi Arabia. [Exhibit 4 at **Doc. 88-4]** Ford was  
7 agitated and in a rush. He said he had a lot to get done in a short period of time. He told  
8 Plaintiff he had to meet with a security advisor, Jonathon Keefer, have Plaintiff sign some  
9 documents, and make sure Plaintiff made his flight to Jeddah.

10 61. During their rushed conversation, Ford told Plaintiff that the Employment  
11 Agreement was a "take-it-or-leave it agreement"<sup>6</sup> and should Plaintiff choose not to sign the  
12 company documents, BC / BISS was not going to cover the cost of his trip, nor his continued  
13 expenses.

14 62. At this time, Plaintiff was of the understanding that he was only legally allowed  
15 to remain in Saudi Arabia through the visa which was issued to him for work purposes. Thus,  
16 it was his understanding that if he was not employed by BC / BISS, his visa would be revoked  
17 and he would be in the country illegally, and would be subject to arrest. This is verified in the  
18 travel advisory published by the U.S. Department of State. [Exhibit 9 at **Doc. 88-9]**<sup>7</sup>

19 63. In an effort to entice him into signing the agreement, Ford told Plaintiff that  
20 everything in Jeddah would be as he expected. Ford provided reassurance that Plaintiff would  
21 be well looked after in his position as a pilot with BC / BISS and that the Jeddah compound  
22 was comparable to the compound in Riyadh. Further, Ford said Plaintiff would receive  
23 everything that had been previously promised to him by Mr. Nelson.

24 \_\_\_\_\_  
25 <sup>6</sup> It is Plaintiff's position that under these circumstances this creates coercion and Boeing had a  
26 dominant position of power. Plaintiff will argue that the contract is a contract of adhesion.

27 <sup>7</sup> Full and complete copy of the Department of State International Travel Information for Saudi  
28 Arabia.

1           64. Mr. Ford then asked if Plaintiff wanted a one-year or two-year assignment.  
2 Plaintiff advised that he thought he had already completed the agreement and it was a one-year  
3 assignment. He told Ford he would stay for the one-year contract and then make a decision as  
4 to whether he would stay another year.

5           65. Ford also told Plaintiff that he could expect a great deal of responsibility and  
6 considerable flight time. Ford's only concerns were that Plaintiff not fly outside the Saudi  
7 Arabian airspace as it could create an international incident that neither he nor the company  
8 wanted.

9           66. Ford advised that as he (Ford) was the BC Operations Manager in Saudi Arabia,  
10 Plaintiff would be responsible to Ford. Ford then handed Plaintiff a packet containing  
11 numerous employment documents and asked that Plaintiff sign them immediately so he (Ford)  
12 could make copies and make sure Plaintiff made his plane to Jeddah.

13           67. Feeling as if he had little recourse and trusting BC would not mislead a former  
14 U.S. Navy pilot, Plaintiff signed the forms that were set before him.

15           68. Ford then left the villa with the documents to make copies. Shortly thereafter, a  
16 BC Security Advisor arrived at the villa and briefed Plaintiff on safety and security as it  
17 related to Saudi Arabia. Ford returned and gave Plaintiff copies of the signed employment  
18 documents and told Plaintiff that a driver would be arriving to shuttle him to the airport  
19 shortly. A short time later a driver showed up and whisked Plaintiff off to the Riyadh  
20 International Airport to catch the flight to Jeddah, Saudi Arabia. This entire process took less  
21 than an hour, and Plaintiff was pushed or hurried through the entire process.

22           69. The documents Plaintiff was given by Ford included a second "Employment  
23 Agreement" which was a pre-printed boiler-plate form, five (5) pages long, Plaintiff's name,  
24 job title and dates of employment (1-23-09 to 1-31-10) were typed or handwritten on the  
25 contract form. Attached to the second "Employment Agreement" were eight (8) addenda that  
26 the Plaintiff was also told to sign. The addenda consisted of the following:

- 27           a) The Boeing Company Acknowledgement for New Employees;  
28           b) Avoiding Conflicts of Interest at Boeing;

- 1 c) The Boeing Company and Subsidiaries Intellectual Property and
- 2 confidentiality agreement;
- 3 d) The Boeing Company Export Compliance Verification Form;
- 4 e) The Boeing Company Code of Conduct;
- 5 f) A 37-page booklet entitled “The Boeing Company Ethical Business
- 6 Conduct Guidelines” Including a letter from Boeing CEO;
- 7 g) Addendum “A” to Employment Agreement C-130 Technical Support
- 8 Program;
- 9 [Exhibits 10 and 11 at **Docs. 88-10, 88-11**]<sup>8</sup>

10 70. At this point in time, Plaintiff had no reason to believe that BC / BISS was in the  
11 process of defrauding him. He could not have imagined that within a few hours BC / BISS  
12 would confiscate his passport, put him into a compound that could be described as a prison,  
13 and not allow him the freedom to exit Saudi Arabia.

14 71. Plaintiff arrived in Jeddah late on January 23, 2009. Plaintiff was taken by bus to  
15 the Mohammedeya compound. Upon arrival, Plaintiff was flabbergasted at what he found.  
16 The accommodations were not as he had been promised by Mr. Nelson and Mr. Ford. There  
17 was no comparing the dilapidated accommodations to the accommodations he had stayed in  
18 the night before in Riyadh. The compound was filthy, and in a state of complete disrepair.  
19 [Exhibit 12 at **Doc. 88-12**]<sup>9</sup>

20 72. Upon arrival, Plaintiff was met by Mr. Dawood Abdulla Brown, who at various  
21 times has represented he was employed by BC or Alsalam Aircraft Company. Mr. Brown  
22 confiscated Plaintiff’s passport.

23  
24  
25  
26  
27 <sup>8</sup> Second Employment Agreement signed by Plaintiff in Saudi Arabia (Doc. 88-10); Addenda  
28 to Second Employment Agreement signed in Saudi Arabia (Doc. 88-11).

<sup>9</sup> Photos of the Mohammedeya Compound in Jeddah.



1           73. Plaintiff later learned that BC / BISS, and Alsalam Aircraft Company had a  
2 policy and practice of confiscating all passports from employees coming in on the contract that  
3 Plaintiff was employed under. There were several reasons the passports were taken from  
4 employees. The first and most obvious reason was because the contract between BC and the  
5 Saudis required that BC / BISS employees stay in Saudi Arabia for a minimum for ninety (90)  
6 days before BC was reimbursed under the contract terms for that employee. Passports were  
7 confiscated to ensure the employee stayed through the ninety (90) day requirement. This  
8 prevented “runners” (employees who wanted to leave Saudi Arabia after discovering BC /  
9 BISS was a fraud) from leaving Saudi Arabia before they completed ninety days in Saudi  
10 Arabia. The confiscation of passports was also a control mechanism used to control and  
11 manipulate employees, and a tool used to coerce and intimidate departing employees to sign a  
12 waiver of liability (final settlement) before they would be provided with their passport, exit  
13 visa, and their last month’s salary.

14           74. It is unknown how many employees had their passports illegally confiscated from  
15 them through this process, but everyone Plaintiff spoke with that was employed by BC / BISS  
16 was subjected to the passport confiscation. Everyone who complained about this process, or  
17 refused to turn over their passport, was either terminated and left to find their own way out of  
18 the country, or they were simply ignored.

19           75. After assessing the compound, Plaintiff asked Mr. Brown if he was in the right  
20 location. Based upon what he had been promised during the employment negotiations process,  
21 Plaintiff was concerned that BC and its agents had made a mistake. Plaintiff told Mr. Brown  
22 that the BC Operations Manager, Shaun A. Ford, had assured him that the company would be  
23 providing him with accommodations consistent with what is the custom for military flight  
24 commanders as a BC / BISS pilot. Mr. Brown responded that “Ford is a f\*\*\*ing liar.” Mr.  
25 Brown went on to advise Plaintiff that the truth of the matter was the BC / BISS contract was a  
26 fraud - because there was no pilot flight training program in Jeddah and Plaintiff needed to get  
27 used to the idea that the dilapidated compound was his new home.

28

1           76. Mr. Brown then took Plaintiff to a rundown, third-floor, slum-like apartment  
2 (#22) (building 17) that was accessible only by climbing four flights of stairs. Plaintiff's  
3 "apartment" had a foul odor and was filthy - covered with sand, dirt, feathers, and pigeon  
4 feces. It was approximately 700 to 800 square feet in size, with two small bedrooms. There  
5 was a large hole in one wall that was supposed to hold a portable (window) air conditioner.  
6 This opening allowed dust, sand, bugs, birds, and anything else that wanted in to enter the  
7 apartment. The apartment walls were deteriorating and were plastered with bird feces and  
8 mold. The two toilets, one in a small closet located in the living room area, and the other  
9 between the two small bedrooms were broken, smelled terribly, had no toilet paper and no bath  
10 towels. There was no running hot water, no cleaning equipment / supplies, no kitchen items  
11 (utensils, pot or pans, dishes) and the refrigerator did not work. The beds were filthy, unmade,  
12 and also smelled. A rotting dead pigeon was later found under the bed in the back bedroom.  
13 In the middle of the living room there was an unhooked and broken-down combination washer  
14 / dryer. Plaintiff was stunned with what he saw before him. This was not what he had been  
15 promised during the employment negotiations – not even remotely close. Plaintiff took  
16 several pictures of the compound buildings and the condition of his apartment for future  
17 reference. [Exhibit 12 at **Doc. 88-12**]

18           77. In an effort to at least make a room habitable, Plaintiff used t-shirts he had  
19 brought with him to clean out the sand, dust, and bird feces in a bedroom. As a result of the  
20 cleaning process, and likely sleeping in the apartment, Plaintiff developed an upper respiratory  
21 illness that caused coughing, congestion, and weakness.

22           78. On January 24, 2009, Plaintiff was taken by bus to the King Abdulla Aziz  
23 International Airport in Jeddah. He was dropped off in front of the Royal Saudi Air Force  
24 Training Squadron. From there, Plaintiff was taken to a small room in the building where he  
25 met an American who identified himself as Mr. Gary McGlinchy. Mr. McGlinchy told  
26 Plaintiff that the BC / BISS operation was a fraudulent scheme being run by BC / BISS and  
27 BC subsidiary / partner, Alsalam Aircraft Company. Mr. McGlinchy told Plaintiff there was  
28 no flight training program active in Jeddah.

1           79. According to Mr. McGlinchy many employees who had come before Plaintiff left  
2 Saudi Arabia when they recognized the fraud and realized they had been duped into living in  
3 this dump of a compound. Of course, they, like Plaintiff, could not leave until BC / BISS  
4 released their passports and they were able to obtain exit visas.

5           80. Mr. McGlinchy told Plaintiff that the compound conditions were only the  
6 beginning of his troubles. McGlinchy also stated the BC / BISS Managers were nowhere to be  
7 found and that he and others were trying to get out of the country and had been held past their  
8 termination dates because the company would not issue Iqamas or return their passports.

9           81. Mr. McGlinchy also stated that BC / BISS Manager Shaun A. Ford was dishonest  
10 and was never available to address employee complaints. Mr. McGlinchy told Plaintiff that a  
11 Mr. Jack Flanders would give him more information about the fraudulent operation.

12           82. Mr. Petersen then met Mr. Jack Flanders, a former U.S. Air Force pilot, who  
13 confirmed that the BC / BISS / Alsalam operation in Jeddah was a scam. He confirmed Mr.  
14 McGlinchy's statements that there was basically no management available in Jeddah. Mr.  
15 Flanders told Plaintiff that BC / BISS was going to do everything they could to keep Plaintiff  
16 in Saudi Arabia for at least 90 days so that BC / BISS would be paid under the contract. Mr.  
17 Flanders told Plaintiff that it had been his observation that BC / BISS "didn't care what  
18 happened to the employee as long as they got paid." Mr. Flanders told Plaintiff he had been  
19 with the company for many months but still had not been issued an Iqama. He also said that  
20 there were other employees who were having trouble getting their passports returned and were  
21 being held in Saudi Arabia, even though they had asked to leave.

22           83. Plaintiff told Mr. Flanders of his experience in Riyadh and how betrayed and  
23 defrauded he felt when he got to Jeddah and found the compound to be a dilapidated dump.

24           84. Plaintiff also spoke with Mr. Flanders about the respiratory condition he had been  
25 suffering after just one night in the apartment in Jeddah. Mr. Flanders said that everyone who  
26 comes to the Jeddah compound comes down with the "Saudi Crud" after being put into the  
27 building at the Mohammedeya compound.

28

1           85. Mr. Flanders stated that he had tried many times to relay complaints to BC /  
2 BISS but the so-called BC “managers” were nowhere to be found. Mr. Flanders confirmed  
3 that there were no BC / BISS flight operations in Jeddah.

4           86. As the weeks wore on in Jeddah, it became more and more clear to Plaintiff that  
5 this really was just a big scam and he was not going to fly or train pilots. His living conditions  
6 had not improved, and he could get no response from BC / BISS managers regarding his  
7 concerns. Plaintiff also continued to get reports of corruption from other employees and  
8 individuals, who worked in Jeddah.

9           87. Plaintiff’s work duties consisted of reporting to a small conference room at King  
10 Abdulla Aziz International Airport in Jeddah five days a week. Plaintiff understood that his job  
11 was to report to this room and be present for approximately 40 hours per week. Anywhere  
12 from two to five other Americans with aviation expertise would be in the room, where they  
13 would remain for approximately 8 hours per day. They did not train pilots; they did not train  
14 anyone. From time to time, one of the Americans would be asked to falsify training  
15 documents, typing up training evaluations with grades of "Outstanding Performance" in  
16 advance of a Saudi Airman's check flight. None of the Americans in the room had knowledge  
17 that a flight training evaluation actually took place. Most certainly none of the Americans ever  
18 participated in any actual training flights or simulated training flights the entire time they were  
19 in the country of Saudi Arabia. Beyond that, the Americans mostly talked of flying, their past  
20 military experiences, and of home.

21           88. Without his passport, Plaintiff was a prisoner at the BC / BISS compound in  
22 Jeddah. He could not travel freely anywhere in Saudi Arabia without either his passport or an  
23 Iqama. The Iqama proves that the holder is a legal resident of the country and it allows the  
24 holder the right to travel freely. It also provides the foreign holder (ex-pat) with privileges that  
25 Saudi nationals enjoy. Without this Iqama, Plaintiff could not travel and he could not purchase  
26 items of value beyond the bare necessities of life. For example, he could not purchase or rent  
27 a car, get a driver’s license, open a bank account, or purchase any items of value.  
28

1 89. Plaintiff could not obtain an Iqama except through direct action initiated by his  
2 employer, BC / BISS. The failure to provide Plaintiff, an employee working in Saudi Arabia,  
3 an Iqama, is a violation of Saudi law.

4 90. Plaintiff was without an Iqama the entire time he was in Saudi Arabia. Plaintiff  
5 later learned that some BC / BISS employees, and in particular, third country nationals, had  
6 been in country for over fifteen (15) months, but were not given their Iqamas.

7 91. Plaintiff met other employees, in particular, Pakistanis who had been working for  
8 BC / BISS for over fifteen months with their passports confiscated and no Iqama. These  
9 Pakistanis were being housed in rooms that had as many as six people to a room. They had  
10 not been paid according to the terms of their agreement with BC / BISS and they had been  
11 trying to return to their own country for many months, without success. Their names and their  
12 BC / BISS identification numbers are as follows: Muhammad Khan Nazir, B 01468; Hussain  
13 Tanveer, B 01448; and, Khan Badshah, B 01436.

14 92. Similarly, while in Saudi Arabia, Plaintiff met other Americans, specifically  
15 veterans, working for BC / BISS, who experienced similar treatment from BC / BISS,  
16 including, without limitation:

- 17 a. Oscar Ortega, US Air Force, C130 Simulator Tech [see Affidavit,  
18 Exhibit 13 at **Doc. 88-13**];
- 19 b. Darrel Edwards, US Air Force, C-130 Aircraft Maintenance [see  
20 Affidavit, Exhibit 14 at **Doc. 88-14**];
- 21 c. Thomas Naugle, US Navy, C-130 Aircraft Maintenance [see Affidavit,  
22 Exhibit 15 at **Doc. 88-15**];
- 23 d. Kenneth Maynard, US Air Force, C130 Maintenance [see Affidavit,  
24 Exhibit 16 at **Doc. 88-16**];
- 25 e. Robert J. Brown, US Air Force, C-130 Load Master;
- 26 f. Terry Viperman, US Navy, C130 Flight Engineer;
- 27 g. Johnny Carroll, US Air Force, C130 Load Master;
- 28 h. Skip Bunner, US Air Force, C-130 Aircraft Maintenance;

- 1 i. Robert Aponte, US Army, C-130 Aircraft Maintenance;
- 2 j. Willie Hunter, US Air Force, C-130 Aircraft Maintenance;
- 3 k. Gary McGlinchy, US Air Force, C-130 Tech;
- 4 l. Joe Bianchinco, US Air Force, C-130 Aircraft Maintenance;
- 5 m. Victor Cook, US Air Force, C-130 Aircraft Maintenance; and
- 6 n. Jack Flanders, US Air Force, C-130 Pilot.

7 93. Each of the above-named individuals, as well as numerous other unnamed and  
8 yet unknown individuals have experienced the same or similar treatment by BC / BISS,  
9 causing them harm, which harm arose from the same practice or course of conduct by BC /  
10 BISS that gives rise to the claims pled herein.

11 94. Late one night, approximately two weeks after Plaintiff had arrived in Jeddah,  
12 Dawood Brown showed up at Plaintiff's apartment with Terry Vipperman (a fellow Navy  
13 veteran). Brown told Plaintiff that Mr. Vipperman was moving in as Plaintiff's roommate.  
14 This was contrary to the single occupancy villa that Mr. Nelson had promised Plaintiff when  
15 he was being recruited for the position of Flight / Simulator Instructor and just one more  
16 breach of many of the promises made to Plaintiff to entice him into signing the employment  
17 agreement.

18 95. Despite his many requests that they do so, BC / BISS failed to pay Plaintiff  
19 certain sums that he was entitled to under the contract, including the promised signing bonus  
20 and reimbursable expenses.

21 96. While employed by BC / BISS in Jeddah, Plaintiff observed a pattern of  
22 dishonesty and corruption that were clearly contrary to "The Boeing Ethical Business Conduct  
23 Guidelines"<sup>10</sup> which he had been provided as part of the documents included with his original  
24 employment agreement, and also with the documents provided to him when he arrived in  
25 Riyadh. Dishonest and corrupt practices that Plaintiff observed include, but are not limited to:

26 \_\_\_\_\_  
27  
28 <sup>10</sup> See Boeing Ethics Handbook, formerly at [http://www.boeing.com/companyoffices/  
aboutus/ethics/ethics\\_booklet.pdf](http://www.boeing.com/companyoffices/aboutus/ethics/ethics_booklet.pdf)

- 1 a. Signing off on safety inspections that had not in fact been performed on
- 2 aircraft in violation of contract and safety requirements;
- 3 b. Failure to perform required non-destructive inspections (x-rays) of
- 4 aircraft components and control surfaces to discover cracks or defects or
- 5 structural weakness in the aircraft in violation of contract and safety
- 6 requirements;
- 7 c. False certifications that personnel being trained had performed at certain
- 8 levels, e.g. flight performance grading sheets were typed up with
- 9 outstanding grades, in advance of testing.

10 97. Plaintiff reported his concerns about these matters upstream and was either  
11 ignored outright, or told not to concern himself with these matters.

12 98. After he made these complaints, the demeanor of BC / BISS and Alsalam  
13 managers toward Plaintiff got even worse.

14 99. On March 9, 2009 Plaintiff decided he had had enough and submitted his  
15 resignation. In his resignation letter he asked that his U.S. Passport be returned no later than  
16 March 24, 2009. [Exhibit 17 at **Doc 88-17**]

17 100. BC / BISS refused to accept or process his resignation.

18 101. On or about March 24, 2009, when BC / BISS refused to return Plaintiff's  
19 passport, Plaintiff called the U.S. Consulate seeking assistance. Plaintiff was told that  
20 although passport confiscation was illegal, the Consulate could be of no assistance at that time.  
21 The Consulate Officer suggested that Plaintiff try and work out his differences with his  
22 employer BC / BISS.

23 102. On March 28, 2009, four (4) days after Plaintiff's designated date of departure, it  
24 was clear that BC / BISS was not going to allow him to leave. That same day, Plaintiff  
25 suffered a ruptured Achilles tendon while exercising on an outside basketball court. This  
26 injury would not have occurred but for the intentional delay by BC / BISS management in  
27 refusing to return Plaintiff's passport and provide him with an exit visa.

28

1           103. The ruptured Achilles tendon is a serious injury that requires surgery to repair.  
2 As a prior standout collegiate and professional athlete, Plaintiff knew what the ruptured  
3 Achilles meant for him. Plaintiff needed a good sports medicine orthopedic surgeon to repair  
4 the injury and he would need months of focused rehabilitation. Without this specialty care,  
5 Plaintiff risked permanent disability as a result of the injury, which could be career ending for  
6 a pilot. Plaintiff's need to get back to the United States was now immediate, as further delay  
7 could exacerbate his injury.

8           104. On March 31, 2009, seven (7) days after being held past his departure date  
9 against his will, and three (3) days after rupturing his Achilles tendon, Plaintiff sent an e-mail  
10 to BC Operations Manager, Shaun Ford, and Alsalam Aircraft Co. manager, Mark Reeves.  
11 The email addressed Plaintiff's concerns about BC / BISS' practice of confiscating and  
12 holding employee passports, being held against his will and pointed out the illegality of such  
13 conduct. [Exhibit 18 at **Doc. 88-18**] Neither Ford nor Reeves responded.

14           105. On April 1, 2009, Plaintiff was into his fourth full day without appropriate  
15 medical care for the ruptured Achilles tendon. He was in a great deal of pain, and the injury  
16 was aggravated each time he had to climb up and down the four flights of stairs to get to and  
17 from his apartment in the compound. Plaintiff sent another email to Mr. Ford advising him of  
18 his condition and desire to return to the United States for appropriate care. [Exhibit 19 at **Doc.**  
19 **88-19**] Plaintiff wanted to see a specialist to assure that the injured leg was repaired properly  
20 and his rehabilitation monitored by expert sports medicine therapists. Ford did not respond.

21           106. Frustrated over a lack of response from BC / BISS and Alsalam managers,  
22 Plaintiff went back to his BC hiring documents and, following BC protocol, sent an email to  
23 the BC Ethics hotline (ethicsline.ethics@boeing.com). [Exhibit 20 at **Doc. 88-20**] Attached  
24 to this email was a copy of the March 31, 2009 email Plaintiff had sent to Mr. Ford and Mr.  
25 Reeves. The email kicked back to Plaintiff as undeliverable. Plaintiff then called the BC  
26 Ethics Hotline phone number and left a message identifying himself and requesting assistance.  
27 The BC Ethics Department never responded.  
28



1           107. Boeing had received internal complaints from employees employed in the Middle  
2 East about confiscation of passports prior to the complaints of Robin Petersen.

3           108. Plaintiff had been promised free health insurance in his contract. BC / BISS  
4 provided Plaintiff with two health insurance cards, both expiring on 2-2-2010 (when his one-  
5 year contract was due to expire). One card was for MEDEX, for health insurance coverage in  
6 the U.S.; the other card was for coverage in Saudi Arabia and the listed policy holder was  
7 “Alsalam Aircraft Co.”

8           109. On or about April 7, 2009, fourteen (14) days after Plaintiff’s scheduled  
9 departure date, and ten (10) days after Plaintiff ruptured his Achilles tendon, BC Operations  
10 Manager, Shaun Ford finally showed up on the Mohammedeya Compound to speak with  
11 Plaintiff. Mr. Ford informed Plaintiff that his BC / BISS health insurance was not valid in the  
12 U.S., and the only medical coverage Plaintiff had was for treatment in Saudi Arabia. Plaintiff  
13 pointed out to Ford that he was issued two medical insurance cards, one for treatment in the  
14 U.S., the other for treatment in Saudi Arabia. Ford again insisted that the only valid medical  
15 insurance Plaintiff had was for treatment in Saudi Arabia. Mr. Ford further stated that because  
16 the injury occurred after he submitted his resignation Plaintiff would have no coverage at all  
17 unless he rescinded his resignation and agreed to stay in Saudi Arabia for medical care. Ford  
18 was using the injury to force Plaintiff to stay in Saudi Arabia.

19           110. At this point, Plaintiff was two weeks into a ruptured Achilles tendon. Plaintiff  
20 was, and had been in extreme pain. He could not move about, sleep, or even lay at rest  
21 without pain or discomfort. Plaintiff needed medical attention. Having been held against his  
22 will since before the injury, Plaintiff had no Iqama, no exit visa, no passport, and no way of  
23 getting out of Saudi Arabia to get the quality medical care he needed without the assistance of  
24 Shaun Ford or some other BC / BISS manager.

25           111. Ford made it clear to Plaintiff that if he wanted medical treatment, and wanted  
26 the benefit of his health insurance, he had no choice but to withdraw his resignation and have a  
27 surgical procedure done in Saudi Arabia. Left with the Hobson’s choice, and under a great  
28

1 deal of pain and duress, Plaintiff opted to withdraw his resignation and have the surgery done  
2 in Jeddah.

3 112. On April 18, 2009, three weeks after suffering the ruptured Achilles, Plaintiff  
4 underwent surgery in Saudi Arabia. The surgery was performed by a physician provided by  
5 BC / BISS. The following day Plaintiff was returned to his assigned living quarters. He had  
6 to crawl up four flights of stairs to reach his apartment. The difficulty in this was compounded  
7 by the fact that Plaintiff was weak, and still suffering from the effects of the intubation  
8 procedure and effects of the surgical anesthetics. Neither Mr. Ford, nor any other BC / BISS  
9 manager made any effort to assist Plaintiff or make sure he had assistance in this regard.

10 113. Contrary to promises made by BC / BISS managers Ford and Nelson, Plaintiff  
11 did not have personal transportation in the form of a personal use or even shared use vehicle.  
12 After his surgery, Plaintiff was required to travel back and forth for follow-up care. BC / BISS  
13 made no effort to assist Plaintiff in this regard. They made no effort to move him to a more  
14 accessible apartment - despite his written requests for accommodations and assistance.  
15 [Exhibit 21 at **Doc. 88-21**] As a result, Plaintiff became totally dependent on his roommate,  
16 Terry Viperman, to assist him. He also got help from Jack Flanders, and the kindness of an  
17 Ethiopian woman, Tigi Asseffa, who helped to re-dress his surgical wound and keep it free  
18 from infection.

19 114. Plaintiff also came to rely upon others for assistance in redressing his surgical  
20 wound due to the treatment he was subjected to upon returning to have his stitches removed  
21 following the surgery. The doctor who removed Plaintiff's stitches lectured Plaintiff on the  
22 evils of America and how it had caused all of the turmoil in the Middle East. During the  
23 doctor's lecture, the doctor cut off a length of brown surgical sock and then sneezed into it,  
24 watching for Plaintiff's reaction as he did so. The doctor proceeded to apply the soiled  
25 dressing to Plaintiff's wound.

26 115. On April 23, 2009, BC / BISS intentionally failed to renew Plaintiff's work visa  
27 and let his base pass expire. Without a current work visa Plaintiff was not legally in the  
28

1 country. Plaintiff had previously notified management in writing that these documents needed  
2 to be renewed. They ignored him – another significant setback for Plaintiff.

3 116. On May 30, 2009, Plaintiff was due to be paid his salary and sick leave payment  
4 pursuant to his contract. BC / BISS failed to make the payment or provide any explanation for  
5 non-payment. At this point it was clear to Plaintiff that BC / BISS managers were, and had  
6 been, deliberately retaliating against him because he had reported violations as set forth above,  
7 and for contacting the BC Ethics Hotline, communicating with the U.S. Consulate, and  
8 reporting the misconduct of managers in withholding passports upstream to BC executive  
9 management. Plaintiff was being retaliated against for blowing the whistle on the BC / BISS  
10 fraud and corruption.

11 117. By June, Plaintiff was reaching the end of his rope. He had contacted the U.S.  
12 Embassy, communicated with BC managers, spoken with Alsalam managers, sought  
13 assistance from the BC Ethics Department, and confronted the BC Operations Manager, Shaun  
14 Ford all to no avail.

15 118. On June 2, 2009, Plaintiff sent a letter via FEDEX directly to BC CEO, W. James  
16 McNerney Jr. [Exhibit 22 at **Doc. 88-22**] In this letter, Plaintiff described the fraud and  
17 corruption taking place in Saudi Arabia by BC / BISS managers, told Mr. McNerney of his  
18 personal plight, and requested assistance. According to Federal Express records, the letter was  
19 received by Mr. McNerney on June 5, 2009. Neither Mr. McNerney, nor anyone else  
20 responded to this letter.

21 119. On June 3, 2009, Plaintiff sent yet another email to BC Operations Manager,  
22 Shaun Ford, informing him that BC / BISS was in breach of contract, and demanding his  
23 passport, Iqama, and exit visa be produced so that he could return to the United States in order  
24 to get the proper treatment for his injury. [Exhibit 23 at **Doc. 88-23**] Ford again failed to  
25 respond.

26 120. On June 3, 2009 Plaintiff sent a letter to Secretary of State, Hillary Clinton  
27 requesting intervention from the State department so he could return to the United States for  
28 medical care. [Exhibit 24 at **Doc. 88-24**]

1           121. On June 3, 2009 Plaintiff went to the U.S. Consulate, on crutches, and was finally  
2 able to get some attention and assistance. The Officer in Charge of the security detail at the  
3 Consulate, Ty Mendro, listened to Plaintiff's story. After learning of the illegal passport  
4 confiscation and hearing the ordeal Plaintiff had been through, Mr. Mendro ordered BC / BISS  
5 to provide Plaintiff with his passport and necessary documents so that Plaintiff could lawfully  
6 exit Saudi Arabia.

7           122. Three days later, on June 6, 2009, BC / BISS provided the documents in response  
8 to the demand made by the U.S. Consulate. This was eighty-nine (89) days after Plaintiff  
9 initially submitted his resignation and demanded his passport and exit visa; seventy-four (74)  
10 days after Plaintiff's date of departure; and, 135 days since Plaintiff arrived in Saudi Arabia.  
11 Plaintiff was 135 days into a contract to perform flight and simulation instruction for the  
12 Saudi's and not a single minute had been logged in an aircraft or simulator. He spent not a  
13 single minute training a Saudi pilot – but 135 days was enough for BC to collect its share of  
14 the contract proceeds designated for the pilot flight / simulator instructor.

15           123. Although the end of this ordeal appeared to be near for Plaintiff, in reality, it was  
16 far from over. When Plaintiff attempted to draw his final pay and settle up on his wages, on  
17 June 6, 2009, a BC manager told him that he had to sign a release of liability and waiver of all  
18 potential claims against BC / BISS in order to be paid. [Exhibit 25 at **Doc. 88-25**] The final  
19 settlement document indicated that BC was jointly contracting with Alsalam in the C130  
20 program. The settlement document listed BC as Plaintiff's employer. Plaintiff refused to sign  
21 the document, because BC / BISS had breached their contract with him, fraudulently induced  
22 him into signing a contract for their benefit, shorted him wages and sick pay due, confiscated  
23 his passport, effectively held him prisoner, in indentured servitude, and forced him to undergo  
24 medical treatment from a foreign physician which ultimately left him with a permanent injury.  
25 Plaintiff did not sign Exhibit 25.

26           124. On June 8, 2009 Plaintiff departed Saudi Arabia and returned to the United  
27 States.  
28

1           125. At no time when Plaintiff was in Saudi Arabia did anyone from BC / BISS  
2 management, Human Resources, Ethics, or any other department or division of BC / BISS in  
3 the United States or Saudi Arabia ever tell Plaintiff that if he had a dispute over his wages, or  
4 discriminatory treatment by BC / BISS, or the corrupt nature of the contract and performance  
5 of BC / BISS, he needed to take that dispute before a Saudi Arabian court. Not a single BC /  
6 BISS manager ever mentioned this as a form of relief for Plaintiff while he was in Saudi  
7 Arabia. Plaintiff also was never provided with a copy of Labour Regulation, Royal Decree No.  
8 M/51 of 23rd Sha'ban 1426 Hejra, so he could familiarize himself with the law as required  
9 under Saudi Law.

10           126. Upon return to the United States, Plaintiff continued to pursue BC / BISS about  
11 the treatment of Plaintiff in Saudi Arabia, breach of the contract, and failure to pay him his  
12 wages.

13           127. After taking some personal time to recuperate and try to get his affairs in order,  
14 Plaintiff went after BC / BISS in earnest beginning in November 2009. Plaintiff made  
15 numerous calls and emails trying to get paid. One of these calls was with BC / BISS Senior  
16 Program Manager, Derek L. Anderson whose office is located in St. Louis, Missouri.  
17 Mr. Anderson was evasive and uncooperative.

18           128. Plaintiff continued his quest to get paid and hold BC / BISS accountable for the  
19 unethical and unconscionable treatment he was subjected to in Saudi Arabia by BC / BISS. He  
20 made numerous contacts with BC managers and communicated with government officials in  
21 an attempt to get BC to comply with the terms of his contract and further to get BC to stop the  
22 illegal / unethical conduct in Saudi Arabia.

23           129. On December 31, 2009, Plaintiff was contacted by Jim Foyil, who represented  
24 himself as general counsel for BC. [Exhibit 26 at **Doc. 88-26**] Mr. Foyil's office was located  
25 in St. Louis, MO. Mr. Foyil, has appeared in the role of general counsel for BC individually,  
26 BISS individually, and BC / BISS jointly in his dealings with matters in this case. He is a BC  
27 employee. In his capacity as assistant general counsel for BC, Mr. Foyil was assigned the task  
28 of resolving Plaintiff's demand for payment.



1           134. The material false representations and omissions made by Defendants to Plaintiff  
2 include, but are not limited to:

- 3           a. The representations in the exhibits to this complaint, which directly and  
4 indirectly stated that Plaintiff would be working as a legitimate flight  
5 trainer at a legitimate flight training operation;
- 6           b. That Defendants were committed to conducting their business in a fair,  
7 ethical and proper manner, in full compliance with all laws and  
8 regulations and that the highest standards of ethical business conduct are  
9 required of Boeing employees in the conduct of their company  
10 responsibilities [Exhibit 11 at **Doc. 88-11, p. 2**];
- 11           c. That Defendants would “celebrate the courage of people who point out  
12 existing or potential ethical problems.” [Exhibit 11 at **Doc. 88-11, p. 8**];
- 13           d. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
14 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
15 told Mr. Petersen via his phone interview that he would be working at a  
16 legitimate Boeing Company C-130 Hercules Flight Training operation in  
17 Saudi Arabia;
- 18           e. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
19 be a manager for BC/BISS and operating from Oklahoma City,  
20 Oklahoma told Mr. Petersen via his phone interview that Petersen would  
21 be treated with the respect due an American citizen and former Naval  
22 officer;
- 23           f. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
24 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
25 told Mr. Petersen via his phone interview that he would be a C-130  
26 Hercules Flight Instructor, and could expect to log considerable flight  
27 time instructing Royal Saudi Air Force (RSAF) pilots in initial, recurrent,  
28 and upgrade flight Training;

- 1 g. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
2 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
3 told Mr. Petersen via his phone interview that he would also be a C-130  
4 Hercules simulator instructor, and could expect to log simulator time  
5 instructing RSAF pilots;
- 6 h. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
7 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
8 told Mr. Petersen via his phone interview that he would be provided and  
9 live in a fully furnished, single occupancy, free-standing, non-smoking  
10 “Villa,” equal to what a senior military officer would be accustomed to  
11 when residing on a U.S. military installation;
- 12 i. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
13 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
14 told Mr. Petersen via his phone interview that he would be the sole  
15 occupant of that villa;
- 16 j. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
17 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
18 told Mr. Petersen via his phone interview told that he would have access  
19 to a shared company vehicle for transportation to and from work;
- 20 k. Defendants failed to disclose to Plaintiff that his passport would be taken  
21 from him once he was in Saudi Arabia, and that he would not be free to  
22 travel in an unrestricted manner. Instead, on or about November 17, 2008  
23 Mr. Daniel J. Nelson who purported to be a manager for BC/BISS and  
24 operating from Oklahoma City, Oklahoma told Mr. Petersen via his  
25 phone interview that he would be able to purchase a vehicle or use a  
26 company vehicle to explore the countryside, when not working (which  
27 falsely implied he would be free to travel);  
28



1           1.     On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
2                   be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
3                   told Mr. Petersen via his phone interview that he would have Health /  
4                   Medical insurance in both the U.S. and in Saudi Arabia.

5           135. Defendants and their employees and agents making these statements, and  
6           omitting these material facts, knew at the time they were false and that they created a false  
7           picture of the conditions Plaintiff would in fact be subjected to.

8           136. Defendants intended for Plaintiff to rely upon these false statements and material  
9           omissions, and Plaintiff did reasonably rely upon these statements and omissions, each of  
10           which turned out to be false, causing harm to Plaintiff.

11           137. As a result of his reliance, Plaintiff traveled to Saudi Arabia where he was held  
12           against his will in an unsanitary and prison-like location, as described above, and was deprived  
13           of opportunities to work in a legitimate aviation job. He feared for his life and suffered mental  
14           and emotional distress and economic loss, including lost economic opportunities.

15           138. Saudi law does not recognize a claim for the cause of action described in  
16           paragraphs 131-137. Saudi law provides no remedy to Plaintiff for the mental and emotional  
17           distress and economic harm he suffered as a result of the facts alleged in paragraphs 131-136.  
18           As a result, Arizona law should apply to this claim. [See **Doc. 108, p. 12**, citing A.R.S. §12-  
19           3103]

20                   **Second Cause of Action: MISREPRESENTATION & FRAUD**  
21                   **(Physical Injury)**

22           139. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
23           138.

24           140. While living in Arizona, Plaintiff communicated with Defendants about a job in  
25           Saudi Arabia. Defendants made a series of intentionally or negligently false and material  
26           representations and material omissions to Plaintiff, while he was living in Arizona, in order to  
27           induce him to go to Saudi Arabia, where he would be held against his will.  
28

1 141. The intentionally false and material representations and omissions made by  
2 Defendants to Plaintiff include, but are not limited to:

- 3 a. The representations in the exhibits to this complaint, which directly and  
4 indirectly stated that Plaintiff would be working as a legitimate flight  
5 trainer at a legitimate flight training operation;
- 6 b. That Defendants were committed to conducting their business in a fair,  
7 ethical and proper manner, in full compliance with all laws and regulations  
8 and that the highest standards of ethical business conduct are required of  
9 Boeing employees in the conduct of their company responsibilities  
10 [Exhibit 11 at **Doc. 88-11, p. 2**];
- 11 c. That Defendants would “celebrate the courage of people who point out  
12 existing or potential ethical problems.” [Exhibit 11 at **Doc. 88-11, p. 8**];
- 13 d. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
14 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
15 told Mr. Petersen via his phone interview that he would be working at a  
16 legitimate Boeing Company C-130 Hercules Flight Training operation in  
17 Saudi Arabia;
- 18 e. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
19 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
20 told Mr. Petersen via his phone interview that Petersen would be treated  
21 with the respect due an American citizen and former Naval officer;
- 22 f. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
23 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
24 told Mr. Petersen via his phone interview that he would be a C-130  
25 Hercules Flight Instructor, and could expect to log considerable flight time  
26 instructing Royal Saudi Air Force (RSAF) pilots in initial, recurrent, and  
27 upgrade flight Training;
- 28

- 1 g. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
2 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
3 told Mr. Petersen via his phone interview that he would also be a C-130  
4 Hercules simulator instructor, and could expect to log simulator time  
5 instructing RSAF pilots;
- 6 h. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
7 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
8 told Mr. Petersen via his phone interview that he would be provided and  
9 live in a fully furnished, single occupancy, free-standing, non-smoking  
10 “Villa,” equal to what a senior military officer would be accustomed to  
11 when residing on a U.S. military installation;
- 12 i. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
13 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
14 told Mr. Petersen via his phone interview that he would be the sole  
15 occupant of that villa;
- 16 j. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
17 a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
18 told Mr. Petersen via his phone interview told that he would have access to  
19 a shared company vehicle for transportation to and from work;
- 20 k. Defendants failed to disclose to Plaintiff that his passport would be taken  
21 from him once he was in Saudi Arabia, and that he would not be free to  
22 travel in an unrestricted manner. Instead, on or about November 17, 2008  
23 Mr. Daniel J. Nelson who purported to be a manager for BC/BISS and  
24 operating from Oklahoma City, Oklahoma told Mr. Petersen via his phone  
25 interview that he would be able to purchase a vehicle or use a company  
26 vehicle to explore the countryside, when not working (which falsely  
27 implied he would be free to travel); and  
28

1           1.     On or about November 17, 2008 Mr. Daniel J. Nelson who purported to be  
2                   a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
3                   told Mr. Petersen via his phone interview that he would have Health /  
4                   Medical insurance in both the U.S. and in Saudi Arabia.

5           142. Defendants and their employees and agents making these statements and omitting  
6 these material facts knew at the time they were false and that they created a false picture of the  
7 conditions Plaintiff would be subjected to.

8           143. Defendants intended for Plaintiff to rely upon these false statements and material  
9 omissions, and Plaintiff did reasonably rely upon these statements and omissions, each of  
10 which turned out to be false, causing harm to Plaintiff.

11           144. As a result of his reliance, Plaintiff traveled to Saudi Arabia where he was held  
12 against his will in an unsanitary and prison-like location, as described above, and was deprived  
13 of opportunities to work in legitimate aviation job. He suffered, and continues to suffer, mental  
14 and emotional distress and economic loss in the form of lost economic opportunities.

15           145. As a direct result of these false statements, Plaintiff also:

- 16           a.     Suffered an upper respiratory illness, causing coughing, congestion and  
17                   weakness, which continues to this day;
  - 18           b.     Suffered the tearing of his Achilles tendon and the withholding of  
19                   reasonably prompt medical care for that injury for a period time, causing  
20                   extreme pain and suffering;
  - 21           c.     Received inadequate medical care for the tendon injury, resulting in  
22                   permanent pain in Plaintiff's leg, hip and back, and a limp;
  - 23           d.     Suffered Reflex Sympathetic Dystrophy (RSD) in his left lower leg,  
24                   ankle and foot, and neuropathy affecting his left leg; and
  - 25           e.     Feared for his life and suffered extreme mental and emotional distress and  
26                   pain and suffering associated with these injuries and conditions.
- 27  
28

1 146. It is possible that Saudi Sharia law would recognize a claim for the acts and  
2 injuries described in paragraphs 137-144. It is Plaintiff's understanding that Defendants want  
3 Saudi Sharia law to apply to these claims.

4 147. It is Plaintiff's position that applying Saudi Sharia law to this claim would  
5 conflict with the laws of the United States and Arizona. [Doc. 108, p. 8] In particular,  
6 application of Saudi Sharia law to this claim would contravene strong public policies of  
7 Arizona and the United States [Doc. 108, p. 6], by allowing Plaintiff to elect the retributive  
8 remedy allowed by this law, and demand that physical injuries similar to those he sustained be  
9 inflicted on the Boeing executives responsible for his treatment and injuries.

10 **Third Cause of Action: FALSE IMPRISONMENT**  
11 **(No Physical Injury)**

12 148. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
13 147.

14 149. Defendants acted with the intention of confining Mr. Petersen within fixed  
15 boundaries, that is, his living space and work space at Jeddah. Defendants also acted with the  
16 intention of restraining and preventing Mr. Petersen from exercising his free will to leave  
17 Saudi Arabia when he wanted, and with the intention of denying Plaintiff necessary medical  
18 care. Defendants accomplished this as described above and by confiscating Plaintiff's  
19 passport, refusing to provide him with an exit visa or Iqama, and forcing him to remain in  
20 Saudi Arabia against his will, denying and delaying needed medical care to Plaintiff and then  
21 forcing him to undergo medical surgical treatment in Saudi Arabia against his will, and then  
22 by intentionally depriving Plaintiff of necessary follow-up medical care.

23 150. These acts by Defendants were intentional, aggravated, outrageous and  
24 malicious, and resulted in Mr. Petersen's confinement within fixed boundaries for an extended  
25 period of time.

26 151. Mr. Petersen was aware of this confinement, and it caused him, and continues to  
27 cause him, serious emotional and mental distress and the loss of economic opportunities.  
28

1 152. Saudi law does not recognize a claim for the cause of action described in  
2 paragraphs 147-150. Saudi law provides no remedy to Plaintiff for the mental and emotional  
3 distress and economic harm he suffered as a result of the facts alleged in paragraphs 147-150.  
4 As a result, Arizona law should apply to this claim. [See **Doc. 108, p. 12**, citing A.R.S. §12-  
5 3103]

6 **Fourth Cause of Action: FALSE IMPRISONMENT**  
7 **(Physical Injury)**

8 153. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
9 152.

10 154. Defendants acted with the intention of confining Mr. Petersen within fixed  
11 boundaries, that is, his living space and work space at Jeddah and with the intention of  
12 restraining and preventing Petersen from leaving Saudi Arabia. Defendants accomplished this  
13 as described above and by confiscating his passport, refusing to provide him with an exit visa  
14 or Iqama, and forcing him to remain in Saudi Arabia against his will, denying and delaying  
15 needed medical care to Plaintiff, forcing him to undergo medical surgical treatment in Saudi  
16 Arabia against his will, and then by intentionally depriving Plaintiff of necessary follow-up  
17 medical care.

18 155. These acts by Defendants were intentional, aggravated, outrageous and  
19 malicious, and resulted in Mr. Petersen's confinement within fixed boundaries for an extended  
20 period of time and resulted in Petersen being forced to remain in Saudi Arabia for an extended  
21 period of time.

22 156. Mr. Petersen was aware of this confinement, and it caused him, and continues to  
23 cause him, serious emotional and mental distress and the loss of economic opportunities.

24 157. The false imprisonment also directly caused Plaintiff to suffer:

- 25 a. an upper respiratory illness, causing coughing, congestion and weakness,  
26 which continues to this day;

- 1           b.     Suffered the tearing of his Achilles tendon and the withholding of
- 2                 reasonably prompt medical care for that injury for a period time, causing
- 3                 extreme pain and suffering;
- 4           c.     Inadequate medical care for the tendon injury, resulting in permanent pain
- 5                 in Plaintiff's leg, hip and back, and a limp;
- 6           d.     Reflex Sympathetic Dystrophy (RSD) in his left lower leg, ankle and
- 7                 foot, and neuropathy affecting his left leg; and
- 8           e.     Extreme mental and emotional distress and pain and suffering associated
- 9                 with these injuries and conditions.

10           158. It is possible that Saudi Sharia law would recognize a claim for the acts and  
11 injuries described in paragraphs 152-156. It is Plaintiff's understanding that Defendants want  
12 Saudi Sharia law to apply to these claims.

13           159. It is Plaintiff's position that applying Saudi Sharia law to this claim would  
14 conflict with the laws of the United States and Arizona. (See **Doc 108, p. 8**) In particular,  
15 application of Saudi Sharia law to this claim would contravene strong public policies of  
16 Arizona and the United States [see **Doc. 108, p. 6**], by allowing Plaintiff to elect the retributive  
17 remedy allowed by this law, and demand that physical injuries similar to those he sustained be  
18 inflicted on the Boeing executives responsible for his treatment and injuries.

19                   **Fifth Cause of Action: INTENTIONAL INFLICTION OF EMOTIONAL**  
20   **DISTRESS**

21           160. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
22 159.

23           161. Defendants intentionally and deliberately inflicted severe emotional distress on  
24 Mr. Petersen by and through their acts or omissions as set forth herein, including but not  
25 limited to:

- 26           a.     Luring Plaintiff through false pretenses to enter an environment where,
- 27                 unbeknownst to Plaintiff, he would be detained against his will;
- 28           b.     Detaining Plaintiff against his will for over ten weeks;

- 1 c. Forcing Plaintiff to live in housing that was so unsafe and unsanitary that
- 2 no reasonable or civilized person would find tolerable;
- 3 d. Taking Plaintiff's passport and refusing to return it after Plaintiff
- 4 requested the return of his passport so that he could return home to the
- 5 United States;
- 6 e. After learning that Plaintiff suffered an injury requiring medical attention,
- 7 including the probability of surgery, refusing Plaintiff's request to return
- 8 to the United States so that he could seek necessary and appropriate
- 9 medical care;
- 10 f. Misrepresenting to Plaintiff that he would have no health care coverage in
- 11 the United States;
- 12 g. Delaying Plaintiff's receipt of necessary medical care and causing him to
- 13 suffer and endure extreme physical pain and suffering;
- 14 h. Intentionally forcing Plaintiff to undergo substandard medical care;
- 15 i. Knowingly leaving Plaintiff immediately following his surgery, without
- 16 necessary assistance to safely ambulate (he was forced to crawl up four
- 17 flights of stairs to reach his filthy apartment) and without adequate
- 18 follow-up care.

19 162. At all relevant times, Defendants exercised control over Plaintiff's living  
20 conditions, his freedom and his ability to receive necessary medical care.

21 163. Defendants abused their position of control and authority over Plaintiff.

22 164. At all relevant times, Plaintiff was physically and emotionally vulnerable, and  
23 Defendants knew, or should have known, of Plaintiff's vulnerability.

24 165. At all relevant times, Defendants knew, or should have known, that Plaintiff was  
25 peculiarly susceptible to experience extreme distress as a result of Defendants' conduct.

26 166. Defendants knew or, in the exercise of reasonable care, should have known that  
27 extreme emotional distress was the likely result of their conduct.



1 167. Defendants' conduct was extreme and outrageous, beyond all possible bounds of  
2 decency and utterly intolerable in a civilized community.

3 168. Defendants' acts or omissions as set forth herein were the cause of Mr.  
4 Petersen's severe mental and emotional distress.

5 169. As a direct result of Defendants' acts and omissions Plaintiff has and continues  
6 to experience:

- 7 a. Extreme fear for his physical and emotional well-being;
- 8 b. Extreme anxiety and feelings of hopelessness while trapped in Saudi  
9 Arabia, and continuing after he was able to finally return to the United  
10 States, resulting in Plaintiff attempting suicide by ingesting an overdose  
11 of pain medication on February 28, 2010;
- 12 c. Extreme anxiety and feelings of hopelessness, resulting in periods of  
13 homelessness;
- 14 d. Continuing sleeplessness and nightmares of trying to escape from Saudi  
15 Arabia and of being mistreated by Boeing managers.

16 170. Defendants' conduct constituting intentional infliction of emotional distress was  
17 intentional, aggravated, outrageous, malicious and / or fraudulent.

18 171. As a result of the Defendants' extreme and outrageous conduct, Mr. Petersen has  
19 suffered and will continue to suffer physical and mental pain and anguish, severe emotional  
20 trauma, embarrassment, and humiliation as well as economic loss in an amount to be fully set  
21 forth at trial.

22 **Sixth Cause of Action: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

23 172. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
24 171.

25 173. Defendants had a duty to act with reasonable care not to cause Mr. Petersen  
26 damages and harm resulting from emotional distress.

27 174. Defendants breached their duty not to cause Mr. Petersen undue emotional  
28 distress by and through their acts or omissions as set forth herein.

1 175. As a direct and proximate result of defendant(s) BC / BISS' breach of their duty  
2 not to cause Mr. Petersen undue emotional distress, Mr. Petersen has suffered and continues to  
3 suffer physical, mental and emotional pain and suffering.

4 **Seventh Cause of Action: RACKETEER INFLUENCED AND CORRUPT**  
5 **ORGANIZATION ACT (RICO) 18 U.S.C. § 1961 et. seq.**

6 176. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
7 175.

8 177. Defendants are each engaged in conduct that affects interstate and foreign  
9 commerce.

10 178. Defendants are each persons as defined in 18 U.S.C. § 1961(3).

11 179. Defendants are each individually, and collectively with each other and with  
12 Alsalam Aircraft Company, engaged in an enterprise as defined in 18 U.S.C. § 1961(4). One  
13 purpose of the enterprise is to effectuate a scheme to deprive American citizens of their rights,  
14 and hold them against their will in Saudi Arabia, for the profit of the enterprise, as more fully  
15 described above. Each Defendant directly and indirectly invests in or maintains an interest in  
16 and participates in this enterprise. The activities of this enterprise affect interstate and foreign  
17 commerce.

18 180. The actions of Defendants and Alsalam Aircraft Company, individually, and as a  
19 joint venture enterprise, described above, constituted a pattern of racketeering activity as  
20 described in 18 U.S.C. § 1961(5). In particular, Defendants and Alsalam Aircraft engaged in  
21 numerous acts of mail fraud, 18 U.S.C. § 1341, and wire fraud, 18 U.S.C. § 1343, harming  
22 Plaintiff and others.

23 181. Defendants' enterprise engaged in conduct within the United States that directly  
24 caused Plaintiff injury in Saudi Arabia and which continues in the United States.

25 182. Defendants' enterprise engaged in conduct in Saudi Arabia that directly caused  
26 Plaintiff injury in the United States.

27 183. More particularly, Defendants' enterprise had a scheme to defraud Plaintiff and  
28 other American citizens living in the United States into leaving the protection of the United

1 States and to travel to Saudi Arabia where they would be held against their will, for the profit  
2 of Defendants, as more fully described above.

3 184. In furtherance of this scheme, Defendants transmitted and caused to be  
4 transmitted via the internet in interstate and foreign commerce false job listings (i.e., Exhibit 1  
5 at **Doc 88-1**) furtherance of this scheme, Defendants also engaged in phone conversations and  
6 email communications with Plaintiff by means of wire and radio communication in interstate  
7 and foreign commerce, as described above. It was during these internet, wire and radio  
8 communications that Defendants falsely communicated to Plaintiff that if he traveled to Saudi  
9 Arabia:

- 10 a. Plaintiff would be working as a legitimate flight trainer at a legitimate  
11 flight training operation. (These communications, reflected in the exhibits  
12 to this Complaint, were sent to Plaintiff via the internet, United States  
13 Postal Service and private interstate carrier);
- 14 b. Defendants were committed to conducting their business in a fair, ethical  
15 and proper manner, in full compliance with all laws and regulations and  
16 that the highest standards of ethical business conduct are required of  
17 Boeing employees in the conduct of their company responsibilities;  
18 [Exhibit 11 at **Doc. 88-11, p. 2**, sent via internet]
- 19 c. That Defendants would “celebrate the courage of people who point out  
20 existing or potential ethical problems;” [Exhibit 11 at **Doc. 88-11, p. 8**]
- 21 d. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
22 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
23 told Mr. Petersen via his phone interview that he would be working at a  
24 legitimate Boeing Company C-130 Hercules Flight Training operation in  
25 Saudi Arabia;
- 26 e. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
27 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
28

1 told Mr. Petersen via his phone interview that Petersen would be treated  
2 with the respect due an American citizen and former Naval officer;

3 f. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
4 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
5 told Mr. Petersen via his phone interview that he would be a C-130  
6 Hercules Flight Instructor, and could expect to log considerable flight  
7 time instructing Royal Saudi Air Force (RSAF) pilots in initial, recurrent,  
8 and upgrade flight Training;

9 g. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
10 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
11 told Mr. Petersen via his phone interview that he would also be a C-130  
12 Hercules simulator instructor, and could expect to log simulator time  
13 instructing RSAF pilots;

14 h. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
15 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
16 told Mr. Petersen via his phone interview that he would be provided and  
17 live in a fully furnished, single occupancy, free-standing, non-smoking  
18 "Villa," equal to what a senior military officer would be accustomed to  
19 when residing on a U.S. military installation;

20 i. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
21 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
22 told Mr. Petersen via his phone interview that he would be the sole  
23 occupant of that villa;

24 j. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
25 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
26 told Mr. Petersen via his phone interview told that he would have access  
27 to a shared company vehicle for transportation to and from work;  
28

1 k. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
2 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
3 told Mr. Petersen via his phone interview that he would be able to  
4 purchase a vehicle or use a company vehicle to explore the countryside,  
5 when not working (which falsely implied he would be free to travel).

6 l. On or about November 17, 2008 Mr. Daniel J. Nelson who purported to  
7 be a manager for BC/BISS and operating from Oklahoma City, Oklahoma  
8 told Mr. Petersen via his phone interview that he would have Health /  
9 Medical insurance in both the U.S. and in Saudi Arabia.

10 185. Defendants also utilized interstate internet, wire and radio communications to  
11 further and effectuate their scheme to convey contract and other employment information to  
12 Plaintiff, as outlined more fully above.

13 186. In furtherance of their scheme to defraud Plaintiff and others similarly situated,  
14 Defendants also utilized the United States Postal Service and private or commercial interstate  
15 carriers.

16 187. The actions of Defendants as described in paragraphs 176-184 constituted acts of  
17 wire fraud, 18 U.S.C. § 1343 and mail fraud, 18 U.S.C. § 1341. Defendants engaged in no less  
18 than five (5) of these acts, of mail and wire fraud, as outlined above.

19 188. Enticement into Slavery: Defendants' actions also constituted a violation of 18  
20 U.S.C. §1583(a)(2) and 18 U.S.C. § 1589 (a)(3), in that they enticed and induced Plaintiff to  
21 go to Saudi Arabia with the intent that he would be made or held a slave, or held for  
22 involuntary servitude, as those terms are used in the statute. More particularly, it was  
23 Defendants' intent that once in Saudi Arabia, Plaintiff would be deprived of his passport and  
24 not allowed to leave his job, not allowed to leave on his own will to return to the United States  
25 and not allowed to freely travel within Saudi Arabia. He was made to work, not at a job of his  
26 own choosing, but a job that required him to be essentially a "place-holder" or "warm body,"  
27 and required him to participate in a program that was engaged in unethical behavior. He was  
28 forced to work at this job through Defendants' use of the coercive instruments of Saudi law,

1 and through a scheme or plan intended to cause Plaintiff to believe that if he attempted to leave  
2 and not make himself available for these services he would risk being restrained by Saudi  
3 authorities.

4 189. Trafficking: Defendants actions also constituted a violation of 18 U.S.C. § 1590,  
5 in that they knowingly recruited, harbored and transported Plaintiff in order to hold him for a  
6 period of time in involuntary servitude.

7 190. The actions of Defendants, as described above, affected interstate and foreign  
8 commerce, and violate 18 U.S.C. § 1962.

9 191. As a result of the Defendants' actions as described in paragraphs 176 – 188,  
10 Plaintiff has suffered loss of wages and damage to his reputation and other economic losses to  
11 be proven at trial. He also seeks attorney fees and costs as provided by statute.

12 **Eighth Cause of Action: INVOLUNTARY SERVITUDE; FORCED LABOR OR**  
13 **SERVICES, 18 U.S.C. §§ 1589, 1590.**

14 192. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1-  
15 191.

16 193. While in the United States, Defendants deceived and lured Plaintiff to travel to  
17 Saudi Arabia through false promises of a legitimate flight training job, fair compensation,  
18 housing appropriate for a retired officer of the U.S. military and humane treatment.

19 194. Defendants knowingly and willingly recruited, transported and provided Plaintiff  
20 from the United States for labor or services in violation of U.S. Code regulations (Title 18,  
21 Part I, Chapter 77).

22 195. Plaintiff reasonably believed the assertions of Defendants were truthful.

23 196. Defendants knew that their representations of fair compensation, appropriate  
24 housing and humane conditions were false.

25 197. Defendants knowingly provided or obtained Plaintiff's labor or services by  
26 means of abuse or threatened abuse of law or the legal process.

27 198. Defendants knowingly provided or obtained Plaintiff's labor or services by  
28 means of a scheme, plan or pattern that was intended to cause Plaintiff to believe that if he did

1 not perform, and make himself available for such services, he would suffer serious harm or  
2 restraint.

3 **Relief Requested**

4 199. As a result of the actions and omissions of Defendants as described above,  
5 Plaintiff has suffered, and will continue to suffer in the future, mental and emotional pain and  
6 suffering, physical pain and suffering, physical impairment and economic losses for which he  
7 seeks compensatory damages.

8 200. As a result of Defendants' actions and omissions described above, Plaintiff has  
9 suffered economic losses and the loss of economic opportunity.

10 201. To the extent Saudi Sharia law is applied to any of his claims, Plaintiff seeks any  
11 and all damages and remedies provided thereby and for which the Court deems just and proper  
12 including, but not limited to, enhanced damages and disgorgement of ill-gotten profits.

13 202. The actions of Defendants were intentional, reckless, despicable and malicious,  
14 and were undertaken with conscious disregard that such actions created a substantial risk of  
15 significant harm to Plaintiff and others, justifying an award of punitive damages.

16 203. Plaintiff asks that the Court impose injunctive relief, prohibiting Defendants or  
17 any of their subsidiaries, from making false statements to induce people to travel to foreign  
18 countries, from confiscating the passports of employees, or restricting the right of Defendants '  
19 employees to travel or their right to return to the United States.

20 204. Plaintiff further requests attorney fees, costs and interest as allowed by law.

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**Trial by Jury**

205. Pursuant to Fed. R. Civ. P. 38(b) Plaintiff demands trial by jury.

DATED this 2<sup>nd</sup> day of September 2014.

DAWSON & ROSENTHAL, P.C.

By: /s/ Steven C. Dawson  
Steven C. Dawson  
Anita Rosenthal

Richard H. Friedman (*Pro Hac Vice* pending)  
FRIEDMAN | RUBIN

*Attorneys for Plaintiff*



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 2, 2014, I electronically filed the foregoing document with the Clerk's Office using the CM/ECF System, which provides for the transmittal of a Notice of Electronic Filing to the CM/ECF registrants in this action.

/s/ Ann Peterson  
Ann Peterson

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