

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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INTELSAT US LLC (formerly known as Intelsat Corporation),	:	
	:	
Plaintiff,	:	INDEX NO.:
	:	
- against -	:	(ECF)
	:	
WORLDVU DEVELOPMENT LLC d/b/a ONEWEB LTD. AND SOFTBANK GROUP CORPORATION,	:	SUMMONS
	:	
Defendants.	:	JURY TRIAL DEMANDED
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**To the above-named defendants:**

YOU ARE HEREBY SUMMONED and required to serve upon the plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is pursuant to the choice of law and forum selection provision as contained in the contract which is at issue in this litigation.

Dated: New York, New York  
September 10, 2019

**ROBINSON & COLE LLP**

*Attorneys for Plaintiff Intelsat US LLC*

By /s/ Brian E. Moran

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Its Attorneys

TO: WorldVu Development LLC  
d/b/a OneWeb Ltd.  
1785 Greensboro Station Place  
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McLean, Virginia 22102

Softbank Group Corporation  
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Minato-ku, Tokyo 105-7303 Japan

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**COMPLAINT**

Plaintiff Intelsat US LLC, by and through its undersigned counsel, Robinson & Cole LLP, for its Complaint alleges as follows:

**NATURE OF ACTION**

1. This is a breach of contract, fraud and misrepresentation, tortious interference with prospective economic advantage, conversion, trade secret misappropriation and unfair competition action. It arises from an Amended and Restated Strategic Cooperation Agreement, entered into as of October 27, 2016 (the "Amended SCA"), by and between the Plaintiff on the one hand and the two Defendants on the other hand.

**PARTIES**

2. Plaintiff Intelsat US LLC ("Plaintiff" or "Intelsat") is a Delaware limited liability company. Its principal place of business is located at 7900 Tysons One Place, McLean, Virginia 22102.

3. Upon information and belief, Defendant WorldVu Development LLC d/b/a OneWeb Global Ltd. (“OneWeb”) is a Nevada limited liability company having a principal place of business located at 1785 Greensboro Station Place Tower 3, McLean, Virginia 22102.

4. Upon information and belief, Defendant SoftBank Group Corporation (“SoftBank”) is a Japanese corporation having its principal place of business at 1-9-1, Higashi-shimbashi, Minato-ku, Tokyo 105-7303. OneWeb and SoftBank are collectively referred to herein as the “Defendants.”

### VENUE AND JURISDICTION

5. This Court has personal jurisdiction over the Defendants because in the Amended SCA they contractually consented to the jurisdiction of this Court. Specifically, the “Governing Law; Venue” provision of the Amended SCA reads, in relevant part, as follows: “[e]ach of the parties hereto irrevocably consents to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or, in the event diversity jurisdiction is not available, to any state court located within New York City, in connection with any matter based upon or arising out of this Agreement or the matters contemplated hereby . . . .”

6. Venue properly lies in this Court because, by virtue of the “Governing Law; Venue” provision in the Amended SCA, the parties expressly agreed that any claims between the parties would be brought in New York state or federal courts.

## BACKGROUND FACTS

### A. Intelsat's Satellite Communications Business

7. Intelsat is the world's first and preeminent global satellite communications provider. As part of its services, Intelsat provides end-to-end satellite and terrestrial communications capacity, managed network services and an array of support services to its customers. From 1964 until 2001, Intelsat was an inter-governmental international entity established by virtue of a treaty. It was formed with the objective of creating and maintaining global connectivity via satellite. In 2001, Intelsat became a private company. Subsequently, it became a publicly-traded company. It is listed on the New York Stock exchange with an enterprise value exceeding \$15 billion and annual revenue of \$2 billion. Intelsat operates the world's largest satellite network through a fleet of 52 communications satellites located in the geostationary or geosynchronous orbit ("GEO") at an altitude of 22,235 miles directly above the earth's equator. Owing to spacing limitations in the geostationary orbit, there are only about 446 active GEO satellites. GEO satellites maintain their position vis-à-vis the earth and rotate with the earth, sustaining a fixed geographic coverage area. Given its distance from the earth, a GEO satellite's geographic coverage is extremely wide. Theoretically, the entire globe can be covered with three GEO satellites.

8. Intelsat holds the largest collection of rights to well-placed orbital slots in valuable C and Ku band spectrum. By virtue of its long-history, broad coverage, considerable technical expertise, extensive industry knowledge, hands-on operating experience and highly-valued customer base, Intelsat is the leading satellite communications company in the world. It provides satellite communications service to over 1,500 customers in over 149 countries

worldwide, utilizing its fleet of satellites and earth stations. Intelsat's satellite network covers more than 99% of the world's populated regions.

9. Low earth orbit satellites ("LEO") are relatively new in the satellite communications industry. LEO satellites operate at much lower altitudes (1,200 miles) than GEO satellites. They are generally smaller satellites. An entire constellation (i.e., hundreds of LEO satellites) are required to cover the globe because their proximity to the earth results in much smaller geographic coverage. The benefits of a LEO constellation include lower latency; that is, the amount of time for a transmission to travel up and back from a LEO satellite is significantly shorter than for a GEO satellite. This is particularly beneficial for applications like connected cars. LEO satellites also require less powerful and fewer amplifiers for successful transmission. At the same time, LEO satellites have certain coverage limitations by virtue of momentary fields of view.

10. By 2015, Intelsat internally determined it was in its strategic interest to augment its GEO satellite and terrestrial service offerings to include LEO capacity and services. While many GEO operators chose a path to organically develop non-geosynchronous orbit ("NGSO") constellations, Intelsat chose to partner with a LEO operator to execute on its NGSO strategy. Intelsat considered its options for obtaining LEO capacity that it could, in turn, distribute and provide to its highly-valued customer base. It focused its efforts on exploring a deal with one or more LEO companies, specifically including Defendant OneWeb.

#### **B. OneWeb's LEO Satellite Business**

11. OneWeb is a prospective communications satellite services provider. In 2015, OneWeb was merely a potential entrant into the LEO field. It had plans to build, deploy and

operate a constellation of small satellites (the “OneWeb System”) that would provide global broadband and other satellite capacity services (the “OneWeb Services”). OneWeb envisioned starting with an initial constellation of about 900 LEO satellites. OneWeb’s publicly stated business plan, at the outset was focused on consumer broadband services, land-based connectivity and underserved geographic areas, as emphasized by its original slogan “access for everyone.”

12. In 2015, OneWeb still needed to procure considerable funding and regulatory approvals in order to launch its OneWeb System. OneWeb sought to line up initial high-profile investors and to contract with one or more strategic partners whose support would lend credibility and greatly enhance OneWeb’s ability to both raise necessary capital and secure essential regulatory approvals.

13. In its first funding round, completed by mid-2015, OneWeb received approximately \$500 million of funding from initial high-profile investors, including Virgin, Qualcomm, Airbus, Coca Cola, Intelsat, Echostar, Grupo Salinas, Bharti and Hughes. At such time, OneWeb acknowledged its need to raise billions of additional capital to make the OneWeb System fully operational. Intelsat invested \$25 million in the initial round of funding, but its investment was contingent on achieving a commercial agreement that reflected access to OneWeb capacity deigned to serve Intelsat’s core market verticals. Other OneWeb investors also executed commercial arrangements with OneWeb that were mutually beneficial. For example, OneWeb contracted with Qualcomm for chipsets, with Airbus to manufacture the satellites, and with Virgin to provide launch vehicles for the satellites. The basic investment thesis for Intelsat was access to OneWeb Services capacity to grow Intelsat’s vertical submarkets.

C. The Initial SCA

14. In furtherance of its desire to expand its service offerings, Intelsat pursued discussions with OneWeb about procuring OneWeb Services for resale to Intelsat customers as part of a seamless, hybrid GEO/LEO service, utilizing the capacity of both the Intelsat fleet and the OneWeb System. Intelsat was also desirous of obtaining rights to sell and/or distribute stand-alone OneWeb Services.

15. On or about June 19, 2015, after extensive negotiations, Intelsat and OneWeb entered into a detailed Memorandum of Agreement (the “MOA”). The MOA contemplated that Intelsat and OneWeb would negotiate and execute a definitive agreement relative to OneWeb Services. In negotiating the MOA, Intelsat was insistent on obtaining certain exclusive distribution rights relative to OneWeb’s satellite capacity.

16. On December 14, 2015, Intelsat and OneWeb reached and executed a definitive Strategic Cooperation Agreement (the “Initial SCA”). That agreement superseded the MOA. Pursuant to Section 3.4 of the Initial SCA, Intelsat agreed to purchase an aggregate minimum of \$100 million of OneWeb Services (the “Take-or-Pay Commitment” or “ToP”). Because OneWeb services were in the infancy stage, there were elements of the service that could not be defined, such as pricing, technical specification and customer contract terms. These details were set forth in exhibits to the Initial SCA that were to be determined at some point in the future when they became known.

17. Section 4.3.1 of the Initial SCA provided: “Intelsat shall be the sole and exclusive worldwide and regional distributor of OneWeb Services (including Hybrid Services) to customers in the following four market verticals: [1] all aero mobility services, including without

limitation, commercial, business and general aviation services; [2] all maritime mobility services; [3] oil and gas customer services with respect to sales to Harris CapRock, Rignet, Speedcast, Datasat, EMC/MTN, Hermes, Geolink, Panasonic, BT, Telenor and Orange (and any of their respective Affiliates); and [4] all U.S. government capacity sales” (individually, the “Aero Submarket,” the “Maritime Submarket,” the “Oil and Gas Submarket” and the “Government Submarket,” collectively, the “Intelsat Exclusive Markets”).

18. In anticipation of the parties’ joint offering of “Hybrid Services”, OneWeb agreed to develop and implement interoperable user terminals and ground segment technologies, i.e., antennas and equipment that work interchangeably between LEO and GEO satellites. OneWeb also agreed to work with Kymeta, another partner of Intelsat’s, in the development of a flat panel antenna and to reimburse Intelsat \$10 million for Intelsat’s initial antenna development costs.

19. Intelsat maintains a strong market position as a satellite communications service provider in each of the four submarkets or vertical industry channels covered by the Initial SCA. Intelsat had considerable experience and expertise in servicing the foregoing mobility markets. Intelsat achieved such stature because of its significant expenditure of time and money over many years, industry experience, broad satellite coverage, long-standing customer base and excellent customer service.

20. Because OneWeb’s stated focus at the outset was on consumer broadband services and underserved areas in developing nations, the Initial SCA, by virtue of Intelsat’s involvement, gave OneWeb instant credibility in these mobility market sectors. It also received instant access to solutions providers and an existing sales force for the OneWeb Services. OneWeb touted its contract with Intelsat. OneWeb has continually featured Intelsat as a strategic

partner on its website. Such strategic partnering greatly enhanced OneWeb's prospects of succeeding in obtaining the requisite regulatory approvals it needed from the Federal Communications Commission ("FCC"). The Intelsat agreement also aided OneWeb in securing the capital funding it sought from would-be investors.

21. The Initial SCA gave OneWeb critical access to Intelsat's industry experience, contacts, technical expertise and operating expertise, as well as extensive confidential information of Intelsat.

22. In connection with its initial investment, Intelsat was given an observer seat on OneWeb's Board of Directors. Intelsat currently owns less than 4% of the issued shares of OneWeb.

23. Following the execution of the Initial SCA and in reliance on the exclusivity and other rights conferred on Intelsat under such agreement, Intelsat was forthcoming with not only monetary support of OneWeb, but also confidential information and an array of administrative and other technological support services, including, but not limited to, detailed go-to-market strategies, customer names, access to antenna manufacturers currently in joint development with Intelsat, advice on technology design, and the design and construction of a satellite control center on an expedited timeframe to allow OneWeb to bring its pilot satellites into testing service in a timely manner.

24. While OneWeb received \$500 million in the original round of funding, it was acknowledged that it required at least \$4 billion of additional funding to complete its constellation and begin revenue producing services. OneWeb's funding plan was to apply for and receive "export financing" based on its planned focus on developing countries. OneWeb

immediately embarked on a plan to apply to multiple export credit agencies for approximately \$3 billion in financing. Intelsat also supported OneWeb in these financing efforts.

**D. SoftBank's Investment In OneWeb and the CPA**

25. Subsequent to OneWeb's entering into the Initial SCA with Intelsat, OneWeb sought a major investment from Defendant SoftBank. In the fall of 2016, OneWeb entered into an investment agreement with SoftBank to acquire about a 40% ownership interest in OneWeb. SoftBank invested nearly \$1 billion in this equity investment. At the same time and in willful breach and derogation of the Initial SCA and the exclusive distribution rights conferred on Intelsat therein, OneWeb entered into a commercial agreement with SoftBank, pursuant to which SoftBank agreed to purchase 100% of OneWeb's satellite capacity (the "SoftBank Capacity Purchase Agreement" or "CPA") through a \$4 billion "take or pay" arrangement between SoftBank and OneWeb. OneWeb and SoftBank agreed to the CPA without discussing or clearing it with Intelsat.

26. Even with this large capital investment from SoftBank, OneWeb required considerable additional capital (several billion more) to fully fund its planned constellation.

27. Pursuant to the SoftBank CPA, OneWeb appointed SoftBank as its exclusive global distributor or sales agent for the OneWeb Services. However, such appointment was in violation of both Intelsat's exclusive rights and the anti-assignment provision in the Initial SCA. Such provision prevented OneWeb from assigning, delegating or transferring any rights or obligations under the Initial SCA to another entity without Intelsat's written consent. Intelsat sent a notice of breach letter to OneWeb on October 26, 2016.

E. The Amended SCA

28. In the face of Intelsat's notice of breach, Intelsat, SoftBank and OneWeb agreed to amend and restate the Initial SCA to provide that SoftBank would honor Intelsat's exclusive distribution rights and Intelsat would procure OneWeb Services from SoftBank, rather than directly from OneWeb. OneWeb would still operate the LEO satellite network and provide the OneWeb Services, as well as technical support for such services. The purpose of the amended agreement was to recognize the fact of OneWeb's appointment of SoftBank as its global sales agent and distributor, while acknowledging Intelsat's superior distribution rights relative to specific submarkets.

29. On October 27, 2016, Intelsat, OneWeb, and SoftBank (the "Parties") entered into an Amended and Restated Strategic Cooperation Agreement (the "Amended SCA"), by which SoftBank was cited as the global distributor and sales agent for the OneWeb Services. The Amended SCA did not amend or limit in any respect Intelsat's rights in the Intelsat Exclusive Markets. Accordingly, by the Amended SCA, SoftBank and OneWeb collectively agreed to be bound by Intelsat's exclusivity rights.

30. Pursuant to Section 3.1 of the Amended SCA, Intelsat acknowledged that, pursuant to the CPA, (a) OneWeb had appointed SoftBank as its exclusive worldwide distributor of or sales agent for the OneWeb Services and (b) with certain exceptions (including Intelsat), SoftBank was given the exclusive right to distribute, market and sell the OneWeb Services around the world.

31. Pursuant to Sections 3.1 and 4.3.1 of the Amended SCA, OneWeb and SoftBank agreed that Intelsat would be the sole and exclusive worldwide and regional sub-distributor of OneWeb Services in the four Intelsat Exclusive Markets.

32. Specifically, Section 3.1 of the Amended SCA provides that “Intelsat shall be permitted to distribute, market and resell such OneWeb services, directly or indirectly, throughout the world, to Intelsat’s customers in the Intelsat Exclusive Markets in accordance with Section 4.3.1.”

33. Section 4.3.1 of the Amended SCA, in turn, provides that “Intelsat shall be the sole and exclusive worldwide and regional sub-distributor of OneWeb Services procured from SoftBank (including any Hybrid Services) to customers in the [Intelsat Exclusive Markets].”

34. Pursuant to Section 3.5 of the Amended SCA, Intelsat renewed its commitment to purchase an aggregate minimum of One Hundred Million Dollars, i.e., the Take-or-Pay Commitment,” for OneWeb Services for use in the Intelsat Exclusive Markets.

35. To enable Intelsat to offer the OneWeb Services to its customers as of the anticipated date of their initial commercial availability (i.e., the “OneWeb Commercial In-Service Date”), SoftBank “agree[d] to sell to Intelsat, the OneWeb Services ... pursuant to a master services agreement (“MSA”) to be negotiated and agreed between SoftBank and Intelsat prior to March 31, 2018.” *See* Section 3.2, Amended SCA. The March 31, 2018 date was not in any sense a firm or drop dead deadline. Time was not of the essence with regard to the MSA, particularly in view of the fact that the commercial offering of OneWeb Services was not planned to occur for at least another two to three years in the future. Nevertheless, it was incumbent upon SoftBank to reach agreement on the form of the MSA in a timely manner

relative to the anticipated OneWeb Commercial In-Service Date so as to allow Intelsat, in turn, to plan, structure and market such services in the Exclusive Markets.

36. Similarly, to enable Intelsat to offer OneWeb Services to its customers as of the anticipated date of their initial commercial availability, OneWeb agreed “to enter into a separate service level agreement (“SLA”) (or similar agreement) in form and substance mutually agreed to by Intelsat and OneWeb on or prior to March 31, 2018. *See* Section 3.2, Amended SCA. The SLA was intended to address standard issues such as throughputs, latency, packet loss and equipment failures. This obligation on OneWeb’s part was likewise intended to put Intelsat in a position of being able to plan, structure and market the OneWeb Services in the Exclusive Markets in advance of the anticipated OneWeb Commercial In-Service Date.

37. The obligations imposed by Section 3.2 on SoftBank and OneWeb to enter into an MSA and SLA by a specified date were included and made a part of the Amended SCA solely for Intelsat’s benefit and protection. Because OneWeb’s services were not yet fully designed or operational and SoftBank had not yet geared up its distribution arm to market OneWeb services, many of the terms of the MSA and SLA were not yet ripe for determination. Thus, the parties were given time to work out these selling details. Intelsat requested a timeframe to complete the MSA and SLA to ensure that SoftBank and OneWeb would dedicate some attention to these details. Accordingly, Intelsat had the right to insist upon the “deadline” in Section 3.2. Alternatively, Intelsat could extend or waive the “deadline” as it saw fit, particularly in view of the moving target that was OneWeb’s projected start-up date for commercial service.

38. Section 3.2, as amended in December of 2017, expressly provided as follows:

Commencing on the OneWeb Commercial In-Service Date and continuing for a period of five (5) years thereafter (the "Take-or-Pay Term"), Intelsat may from time to time procure from SoftBank, and SoftBank hereby agrees to sell to Intelsat, the OneWeb Services as contemplated in Section 3.1 pursuant to a master service agreement to be negotiated and agreed between Intelsat and SoftBank on or prior to March 31, 2018 (the "Purchase Agreement"), and associated purchase orders placed by Intelsat pursuant to such Purchase Agreement in the form to be negotiated and agreed simultaneously with the Purchase Agreement (each, a "SoftBank Purchase Order"). The form of Purchase Order agreed to by the Parties shall also include definitive OneWeb Service Pricing arrangements as contemplated in **Schedule B** and agreed upon by Intelsat and SoftBank, which arrangements may reflect a mechanism for payment for OneWeb Services on a revenue share basis. In connection with Intelsat's procurement of OneWeb Services from SoftBank pursuant to the Purchase Agreement and SoftBank Purchase Orders, Intelsat and OneWeb shall enter into a separate service level agreement (or similar agreement) in form and substance mutually agreed to by Intelsat and OneWeb on or prior to March 31, 2018, which agreement shall set forth, among other things, OneWeb's obligations with respect to service levels and other operational parameters related to the OneWeb Services purchased by Intelsat from SoftBank, including without limitation, those described in Section 3.9(a), and Intelsat's obligations with respect to access (direct or indirect) to such OneWeb Services (the "OneWeb SLA"), it being agreed that the terms and conditions of the OneWeb SLA shall not be substantially or materially different from those offered by OneWeb to any of SoftBank's other customers of OneWeb Services that are FSS operators, including customary service level requirements and other operational parameters related to OneWeb's space segment, ground segment, ground segment, and service infrastructure (the "OneWeb Service Specifications"). Pursuant to OneWeb SLA, OneWeb (rather than SoftBank) shall be solely responsible for the quality of, and for any technical or other support regarding, the OneWeb Services purchased by Intelsat. SoftBank shall accordingly disclaim all such responsibility and liability in the Purchase Agreement; provided, however, that Intelsat shall be entitled to commercially reasonable outage credits for defined defaults thereunder in accordance with the terms of the Purchase Agreement and associated SoftBank Purchase Orders with respect to OneWeb Services that do not need the OneWeb SLA.

39. In reliance on the Amended SCA (including Intelsat's exclusivity rights therein), Intelsat continued to provide financial, technical and other support to OneWeb. Intelsat also disclosed, at OneWeb's and SoftBank's behest, proprietary, confidential technical and customer

information, including information regarding the four exclusive submarkets. Intelsat's support of OneWeb included, but was not limited to, the following:

- (a) marketing of the OneWeb Services with Intelsat's existing customers and potential new customers;
- (b) making, at the strong urging of OneWeb, contractual commitments with one or more customers, including Gogo LLC ("Gogo"), GCI Communication Corp. ("GCI") and KVH Industries, Inc. ("KVH"), to provide them with the first LEO capacity obtained from OneWeb (via SoftBank);
- (c) making introductions to Intelsat customers;
- (d) sharing go-to-market channel strategies and confidential pricing and marketing strategies that included detailed market, customer and revenue analyses;
- (e) assisting OneWeb in securing regulatory approvals for OneWeb's LEO services;
- (f) providing support in connection with OneWeb's efforts to raise additional capital; and
- (g) providing technical support relative to system and terminal designs, participating in decision reviews and performing work, including with Kymeta Corporation and Rockwell Collins, on the joint development of an interoperable, dual mode terminal.

#### F. The Parties' Merger Talks

40. Subsequent to the Amended SCA, the parties engaged in multiple conversations around the marketing and distribution of OneWeb's services and combined LEO/GEO services. As a result of these conversations, the parties discussed a potential combination. In February of 2017, the parties entered into a series of contingent agreements whereby SoftBank would invest up to \$1.5 billion in Intelsat and would thereafter combine Intelsat and OneWeb into one satellite provider. The transactions were contingent upon certain changes in Intelsat's debt instruments.

Ultimately, Intelsat's debt holders did not agree to the debt exchange requirements and as a result, the merger and investment agreements were terminated in June of 2017.

### G. The Parties' MSA Negotiations

41. With the cessation of the parties' merger talks, Intelsat pressed SoftBank and OneWeb to complete the parties' negotiation of the MSA pursuant to Section 3.2 of the Amended SCA. Negotiations took place in late 2017 and early 2018. Because of the existence of the SoftBank CPA, the negotiations were largely with SoftBank.

42. OneWeb and Softbank switched their attention away from the MSA and SLA and toward a possible broader deal. Such deal contemplated a relationship beyond the \$100M Take-or-Pay Commitment and the four exclusive submarkets identified in the Amended SCA. The broader relationship anticipated the joint marketing and provision of a bundled or hybrid GEO/LEO solution or service (the "Integrated Services Offering"). The parties contemplated that such hybrid solution would be marketed to the connected vehicle market and other markets of interest to Intelsat in exchange for an additional ToP commitment.

43. The parties negotiated toward a term sheet or memorandum of understanding for the Integrated Services Offering, with draft term sheets being exchanged. During the course of such negotiations, SoftBank and OneWeb elicited from Intelsat confidential, proprietary and competitively-sensitive information as to certain submarkets, including, but not limited to, the four vertical submarkets as to which the Amended SCA conferred exclusive distribution rights on Intelsat. Such confidential information included forecasts, business cases, marketing strategies, pricing and capacity requirements.

44. The contemplated Integrated Services Offering deal was intended to supplement the Amended SCA. It was not intended to either replace or displace it.

45. At no point during the parties' negotiations of either the MSA or a term sheet for the Integrated Services Offering did anyone ever suggest that the Amended SCA had been terminated, abandoned or was of no continuing effect or force. Nor did SoftBank or OneWeb disclose to Intelsat any intention on OneWeb's part to go it alone, pivot away from consumer broadband services and underserved geographical markets to mobility markets, and directly compete against Intelsat with respect to the four vertical submarkets that were the subject of Intelsat's exclusive distribution rights and satellite capacity rights under the Amended SCA.

46. The parties never negotiated to an impasse relative to the MSA, SLA or an Integrated Services Offering.

47. The parties negotiated beyond the March 31, 2018 "deadline" identified in Section 3.2 of the Amended SCA.

48. Intelsat continued to reasonably rely on the Amended SCA and the Exclusivity Rights conferred therein. Based on such reasonable reliance, Intelsat continued its extensive support of OneWeb in a variety of ways. For example, by letter, dated April 30, 2018, Intelsat waived its rights under the Amended SCA to be paid \$10 million by OneWeb for development costs that Intelsat had incurred with Kymeta antenna technology, which technology OneWeb intended to make use of in offering a production-ready LEO-GEO terminal. OneWeb accepted the benefit of such \$10 million waiver without disclosing any intention of treating the Amended SCA as terminated or of no continuing force or effect.

49. By April 2018, the parties had reached agreement on many of the material terms, including pricing. However, as the completion of the exhibits neared an end, the dialogue with SoftBank suddenly was put on hold by SoftBank and OneWeb without negotiating to an impasse.

50. Upon information and belief, during the second and third quarter of 2018, SoftBank was actively seeking to sell its investment in OneWeb to other satellite providers and had changed its view of the future business prospects for OneWeb.

#### H. OneWeb's Efforts To Raise More Capital

51. SoftBank was unable to complete its proposed sale of its investment in OneWeb. By the end of 2018, OneWeb was facing a liquidity crisis and entered into negotiations with SoftBank to secure additional funding, as well as from other existing shareholders and other sources. Based on the then-existing business plan of OneWeb, SoftBank committed to a certain level of funding contingent upon (1) the other existing investors matching that amount and (2) termination of the CPA between OneWeb and SoftBank. At this point in time, SoftBank no longer desired its global distribution rights and was no longer willing to abide by its \$4 Billion Take-or-Pay Commitment with respect to OneWeb's satellite capacity. Intelsat expressed a willingness to invest another \$20 million in OneWeb. However, Intelsat conditioned any additional investment upon the parties reaching a signed contract and concluding their negotiations, which had commenced between OneWeb and Intelsat in 2015 and 2016 and were later continued between Intelsat and SoftBank in 2017 and 2018.

I. Defendants' Covert Plan To Drop Intelsat And Go It Alone

52. In around mid-February 2019 Intelsat was informed that OneWeb no longer believed the parties' discussions about a broader commercial arrangement would be fruitful. Accordingly, Intelsat declined to make any additional investment in OneWeb. Intelsat was under no obligation to make a further investment in OneWeb. Upon information and belief, OneWeb had by this time and likely earlier decided to (a) abandon its business plan of focusing on consumer broadband, land-based connectivity and underserved geographic markets because OneWeb and/or SoftBank concluded such plan would not yield sufficient revenues and was not viable in the long term, (b) pivot to a new business plan pursuant to which it would go it alone (without Intelsat) and compete directly against Intelsat in the submarkets and channels that were the subject of Intelsat's exclusive rights under the Amended SCA, (c) utilize Intelsat's confidential and propriety information in competing directly with Intelsat, and (d) otherwise breach the Amended SCA.

53. On July 11, 2019, Intelsat learned for the first time that OneWeb considered the Amended SCA and the Exclusivity Provision therein to be of no continuing effect or force. This position was communicated in a July 11, 2019 cease and desist letter from OneWeb's CEO to Intelsat's CEO (the "July 11<sup>th</sup> Letter"). By such letter, OneWeb demanded that Intelsat refrain from representing to distributors that Intelsat was possessed of any exclusive distribution rights as to OneWeb's satellite capacity in select vertical submarkets. OneWeb insisted that "no capacity distribution obligations currently exist between OneWeb and Intelsat."

54. Upon information and belief, OneWeb had, for a period of several months prior to the July 11<sup>th</sup> Letter and as early as the latter part of 2018, contracted with and/or engaged in

negotiations with several distributors and/or customers for the purchase and resale of the OneWeb Services in the Intelsat Exclusive Markets. OneWeb did so without informing Intelsat. A review of OneWeb's current website indicates it pivoted its focus away from consumer broadband services and underserved geographic areas and is now focused on four submarkets: aviation; maritime; enterprise; and government. Those constitute three of the four submarkets to which the Amended SCA grants exclusivity to Intelsat.

55. As a result, OneWeb has deprived Intelsat of the exclusive distribution rights it is entitled to under Section 4.3.1 of the Amended SCA.

**J. Defendants' Improper Use Of Intelsat's Confidential Information**

56. Pursuant to Section 17.1 of the Amended SCA, the Parties agreed that all confidential information shared by Intelsat with OneWeb shall only be used for purposes of performing under the Amended SCA.

57. Upon information and belief, OneWeb, in derogation of Intelsat's exclusive distribution rights and in competing directly with Intelsat, has made improper competitive use of Intelsat's confidential information that had been disclosed in confidence and in reliance on the provision in the Amended SCA that it would be used solely for the purpose of performing such agreement.

58. At SoftBank's and OneWeb's behest, Intelsat provided continuing support and confidential information to SoftBank and OneWeb during the latter part of 2018 and during 2019. It did so in reliance upon and with the express understanding that any confidential information would only be used to perform the parties' agreement, in keeping with the Amended

SCA's appointment of Intelsat as the exclusive distributor of the OneWeb Services in the Intelsat Exclusive Markets.

59. Upon information and belief, OneWeb has used Intelsat's confidential information and Intelsat's various support services to directly compete with Intelsat in the Intelsat Exclusive Markets.

**K. Defendants' Conspiracy Against Intelsat**

60. Upon information and belief, Defendants OneWeb and SoftBank conspired to utilize Intelsat's confidential and proprietary information for purposes other than to perform the Amended SCA, namely to compete directly with Intelsat, including with respect to the four vertical markets to which they had conferred exclusive distribution rights on Intelsat under the Amended SCA.

61. Upon information and belief, the Defendants each committed one or more overt acts in furtherance of their agreement and conspiracy to commit the breaches of contract and tortious acts detailed in this Complaint and to violate Section 17 of the Amended SCA, which expressly prohibited the Defendants from using Intelsat's confidential and proprietary information for any purpose other than performing the Amended SCA.

62. Upon information and belief, the overt acts of the Defendants in furtherance of the foregoing conspiracy included, but were not limited, to the following:

- (a) at a point in time believed to be at least as early as the latter part of 2018, about when Adrian Steckel became OneWeb's CEO on September 4, 2018, Defendants no longer planned to continue the Amended SCA, but in fact intended to declare it terminated and of no continuing effect; in furtherance of SoftBank's desire to protect its considerable investment in

OneWeb and OneWeb's unannounced desire to go it alone without Intelsat, Defendants pressed Intelsat to divulge and share with Defendants confidential, proprietary and competitively-sensitive information relative to certain industry channels, including the four vertical submarkets to which Intelsat had been given exclusive distribution rights; specifically, the Defendants pushed Intelsat to share, among other things, forecasts, business cases, marketing strategies, pricing and capacity requirements;

- (b) Defendants thereafter made covert use of such confidential, competitively-sensitive information to directly compete with Intelsat for the business of distributors in the four vertical submarkets in question;
- (c) Defendants stopped supporting Intelsat's efforts to market OneWeb services to its distributors and customers and in certain cases forced Intelsat to terminate or walk away from signed or fully-negotiated contracts with customers, including, but not limited to, the Air Force Research Lab ("AFRL"), Gogo, GCI and KVH; and
- (d) smeared or disparaged Intelsat in its communications with potential customers.

63. Upon information and belief, Defendants intentionally and knowingly participated in the covert conspiratorial plan to deprive Plaintiff of its confidential, proprietary, competitively-sensitive information (including, but not limited to, customer lists, forecasts and marketing strategies), for which Intelsat had spent and invested considerable money, time and effort to develop.

64. Intelsat has been damaged as a direct and proximate result of the foregoing conspiracy and the acts undertaken by Defendants in furtherance of said conspiracy, as detailed in the causes of action set forth below.

65. Upon information and belief, each Defendant at all relevant times was expressly aware of Section 17 of the Amended SCA and the restrictions therein on the use of Intelsat's confidential information.

## COUNT ONE

Willful Breach of Contract (Sections 3.1 and 4.3.1)

66. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 64 above as if fully set forth and realleged herein.

67. Defendants entered into and agreed to the terms of the Amended SCA with Intelsat, and, therefore, are bound by its terms.

68. The Amended SCA is enforceable and imposes upon Defendants contractual obligations.

69. Intelsat fully performed its obligations to Defendants pursuant to the Amended SCA.

70. Sections 3.1 and 4.3.1 of the Amended SCA provide that Intelsat is the exclusive worldwide and regional sub-distributor of the OneWeb Services in the Intelsat Exclusive Markets.

71. Defendants actions, including improperly declaring the Amended SCA to be “terminated” and engaging in negotiations with several Intelsat distributors and/or customers for the purchase and resale of the OneWeb Services in the Intelsat Exclusive Markets, as alleged in ¶¶ 53-54 *supra*, constitute willful material breaches, of Sections 3.1 and 4.3.1 of the Amended SCA.

72. As a direct and proximate result of Defendants’ willful material breaches of the Amended SCA, Intelsat has suffered significant damages and monetary harm in an amount not yet fully determined.

## COUNT TWO

**Willful Breach of Contract (Section 3.2 and the Implied  
Covenant of Good Faith and Fair Dealing)**

73. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 71 above as if fully set forth and realleged herein.

74. Section 3.2 of the Amended SCA imposed upon Defendants an obligation to reach an agreement to sell to Intelsat the OneWeb Services pursuant to an MSA.

75. Additionally, the implied covenant of good faith and fair dealing imposed a duty upon Defendants to negotiate the terms of the MSA and SLA in good faith and to not create a pretext to declare the Amended SCA null and void and thereby deprive Intelsat the fruits of the contract.

76. Intelsat negotiated the terms of the MSA and SLA in good faith and repeatedly pressed Defendants to complete the Parties' negotiation of the MSA.

77. Upon information and belief, while Intelsat engaged in negotiations in good faith over a period of several months, Defendants, commencing at least as early as late 2018, willfully planned in secret to renege on the Amended SCA and begin competing with Intelsat in the Intelsat Exclusivity Markets using Intelsat's confidential information.

78. Defendants' willful failure to negotiate the terms of the MSA and SLA in good faith, followed by their willful failure and/or refusal to conclude the agreement on the MSA and SLA (despite there being as of April 2018 only two non-material, open provisions) and followed by their recitation in July 2019 of such "failure" as a pretext to declare the Amended SCA null

and void are willful material breaches of Section 3.2 of the Amended SCA and the implied covenant of good faith and fair dealing.

79. Defendants' attempt to take advantage of their own bad faith inaction or failure to satisfy an ostensible condition precedent -- by seizing upon such inaction or failure to declare the parties' contract terminated and of no continuing force and effect -- constitutes a willful breach of the implied covenant of good faith and fair dealing.

80. As a direct and proximate result of Defendants' willful material breaches of the Amended SCA and the implied covenant of good faith and fair dealing, Intelsat has suffered significant damages and monetary harm in an amount not yet fully determined.

**COUNT THREE**  
**Willful Breach of Contract (Section 17.1)**

81. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 79 above as if fully set forth and realleged herein.

82. Section 17.1 of the Amended SCA imposed upon Defendants an obligation to use Intelsat's confidential information only for purposes of performing under the Amended SCA.

83. Intelsat provided confidential information to SoftBank and OneWeb in reliance upon and with the understanding that, pursuant to Section 17.1, such information was to only be used for the purpose of performing the Amended SCA.

84. Defendants have willfully made improper use of Intelsat's confidential information to directly compete with Intelsat in the Intelsat Exclusive Markets.

85. As a direct and proximate result of Defendants' willful material breaches of the Amended SCA, Intelsat has suffered significant damages and monetary harm in an amount not yet fully determined.

**COUNT FOUR**  
**Fraud and Misrepresentation**

86. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 84 above as if fully set forth and realleged herein.

87. Upon information and belief, SoftBank and OneWeb intentionally and knowingly made or caused to be made materially false statements and/or omissions in their communications with Intelsat and/or its agents with the intent to defraud Intelsat.

88. SoftBank and OneWeb represented to and/or assured Intelsat that it was negotiating the MSA in good faith with the intent to reach an agreement.

89. Upon information and belief, these representations and assurances were false and/or misleading. Upon further information and belief, while Intelsat engaged in negotiations in good faith over a period of several months, OneWeb had already internally planned in secret to renege on the Amended SCA and begin competing with Intelsat in the Intelsat Exclusivity Markets. Unbeknownst to Intelsat, at the time that SoftBank and OneWeb were negotiating and eliciting confidential and proprietary information from Intelsat relative to the Intelsat Exclusivity Markets (including confidential forecasts, business cases, marketing strategies, pricing and capacity requirements) OneWeb was planning to treat the Amended SCA as terminated and of no continuing effect and compete directly with Intelsat.

90. Having made such representations and assurances to Intelsat, OneWeb and SoftBank had a duty to disclose to Intelsat their plan to renege on and/or walk away from the Amended SCA and begin competing directly with Intelsat in the Intelsat Exclusivity Markets. OneWeb and SoftBank failed to do so. Instead, OneWeb and SoftBank stayed silent, continued to represent it was negotiating the MSA in good faith and continued to elicit confidential and proprietary information of Intelsat all the while it was planning to pursue a pretextual exit strategy and to use such information to compete directly with Intelsat for the business of distributors in the four submarkets to which Intelsat was entitled to exclusivity.

91. Intelsat reasonably relied on OneWeb's and SoftBank's statements, actions and omissions. Intelsat continued to provide OneWeb with monetary support, as well as confidential information and an array of administrative and other technological support services as alleged in ¶ 39 *supra*.

92. Intelsat further reasonably relied on OneWeb's false statements, actions and omissions in waiving its rights under the Amended SCA to be paid \$10 million by OneWeb for development costs that Intelsat had incurred with Kymeta's antenna technology, which technology OneWeb intended to make use of in offering a production-ready LEO-GEO terminal.

93. OneWeb accepted the benefit of such \$10 million waiver without disclosing to Intelsat any intention of treating the Amended SCA as terminated or of no continuing force or effect and/or any intention to compete directly with Intelsat for the business of distributors in the four vertical submarkets to which Intelsat enjoyed exclusive satellite capacity under the Amended SCA.

94. As a direct and proximate result of the foregoing fraud and misrepresentations, Intelsat has suffered significant damages and monetary harm in an amount not yet fully determined.

**COUNT FIVE**  
**Tortious Interference with Prospective Economic Advantage**

95. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 93 above as if fully set forth and realleged herein.

96. Defendants knew that Plaintiff had business relationships with certain distributors of satellite communications services and end-user customers in the four vertical submarkets as to which the Amended SCA conferred exclusive distribution rights on Intelsat, including, but not limited to, AFRL, Gogo, GCI, KVH, Marilink AS, Vodacom International Ltd., Mobile Telephone Networks (Pty) Ltd. And OmniAccess S.L.

97. Defendants have intentionally and without justification or right interfered with Plaintiff's relationships with such distributors and customers by using Intelsat's confidential and proprietary information to compete directly with Intelsat for the business of such distributors.

98. Defendants' actions were undertaken with the specific intent of harming Intelsat and enriching the Defendants.

99. Defendants' actions demonstrated malice and constituted improper means.

100. As a direct and proximate result of Defendants' actions, Intelsat's relationships with its distributors have been significantly damaged, causing Intelsat monetary harm and injury, in an amount not yet fully ascertained.

**COUNT SIX****Conversion**

101. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 99 above as if fully set forth and realleged herein.

102. Plaintiff had a possessory right to its confidential and proprietary information which was impermissibly used by Defendants to compete directly against Intelsat.

103. Defendants exercised dominion over Plaintiff's property and otherwise intentionally interfered with Plaintiff's rights over its property.

104. Defendants' actions limited Plaintiff's ability to exercise and control said property, over which Plaintiff maintains a superior legal interest to that of the Defendants.

105. As a direct and proximate result of the aforesaid conversion by Defendants of Plaintiff's property, Intelsat has suffered injury and monetary harm in an amount not yet ascertained.

**COUNT SEVEN****Misappropriation of Trade Secrets**

106. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 104 above as if fully set forth and realleged herein.

107. By making improper commercial use of Intelsat's confidential trade secret information for purposes other than the performance of the Amended SCA, namely to compete directly against Intelsat relative to distributors of satellite communications services in the four vertical submarkets that were the subject of Intelsat's exclusive distribution rights in the

Amended SCA, Defendants have illegally and impermissibly misappropriated Plaintiff's confidential trade secret information.

108. As a direct and proximate result of said misappropriation, Intelsat has suffered injury and monetary harm in an amount not yet fully ascertained.

#### **COUNT EIGHT**

#### **Defendant SoftBank's Aiding and Abetting of OneWeb's Misappropriation of Intelsat's Confidential Information**

109. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 107 above as if fully set forth and realleged herein.

110. Defendants, as parties to the Amended SCA, were each obligated to maintain and protect the confidential and proprietary information of Intelsat entrusted to them and to utilize such information solely in the performance of the Amended SCA.

111. Upon information and belief, Defendant SoftBank, in order to protect its considerable monetary investment in OneWeb, took actions to aid and abet OneWeb's desire to abandon the Defendants' mutual obligations to Intelsat under the Amended SCA and to have OneWeb essentially go it alone and compete directly against Intelsat without the impediment of honoring the exclusive distribution rights conferred on Intelsat under the Amended SCA. Among the actions SoftBank intentionally took to aid and abet OneWeb's actions to compete with Intelsat in ways violative of the Amended SCA, SoftBank made requests of Intelsat for confidential and proprietary information concerning the vertical submarkets that were the subject of the Amended SCA, including forecasts, business cases, marketing strategies, pricing and capacity requirements not with the good faith intention of reaching a signed MSA, but rather to

gather competitively-sensitive information that would enable Defendants to more effectively compete against Intelsat.

112. Upon information and belief, Defendant SoftBank provided other substantial assistance to OneWeb to facilitate OneWeb's misappropriation and improper use of Intelsat's confidential and proprietary information

113. As a direct and proximate result of such aiding, abetting and assistance, Intelsat suffered injury and monetary damages in an amount not yet ascertained.

**COUNT NINE**  
**Unfair Competition**

114. Intelsat adopts and incorporates by reference the allegations of paragraphs 1 through 112 above as if fully set forth and realleged herein.

115. Defendants' actions in misusing Intelsat's confidential and proprietary information, much of which was obtained under false and/or misleading pretenses, in order to compete directly against Intelsat, constitute unfair competition.

116. Defendants' actions were undertaken with the specific intent of misappropriating Plaintiff's confidential and proprietary information for Defendants' own use in competing against Intelsat.

117. Defendants' actions wrongfully deprived Plaintiff of the economic value of Intelsat's proprietary and confidential information for which Plaintiff had invested significant sums of time, effort and money.

118. As a direct and proximate result of such unfair competition, Intelsat has suffered injury and monetary harm, the amount of which has yet to be ascertained.

**PRAYER FOR RELIEF**

WHEREFORE, Intelsat respectfully demands that the Court issue judgment against Defendants granting relief as follows:

- I. Compensatory damages in an amount to be determined at trial;
- II. Punitive damages to the extent of Plaintiff's entitlement thereto under applicable law;
- III. Injunctive relief;
- IV. Reasonable attorney's fees and costs to the extent of Plaintiff's entitlement thereto under applicable law; and
- V. Such other and further relief as the Court determines to be just and proper.

PLAINTIFF SEEKS A JURY TRIAL AS TO ALL CLAIMS TRIABLE TO A JURY.

PLAINTIFF INTELSAT US LLC

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