

**IN THE UNITED STATES COURT OF FEDERAL CLAIMS
(Bid Protest)**

Space Exploration Technologies Corporation,

Plaintiff,

v.

United States,

Defendant,

and

United Launch Services, LLC,

Defendant-Intervenor.

No. 14-354C

(Judge Braden)

**INTERVENOR’S RESPONSE TO DEFENDANT’S
MOTION FOR CLARIFICATION AND PROPOSED ORDER**

United Launch Services, LLC (“ULS”) respectfully submits this response to the United States’ Motion for Clarification and Proposed Order, and to the paper filed by Space Exploration Technologies Corporation (“SpaceX”) yesterday.

SpaceX’s response is a frivolous and improper attempt to interfere with ULS’s business by needlessly expanding an injunction it never sought in the first place. The United States, ULS, and its parent United Launch Alliance, LLC (“ULA”) are complying with this Court’s injunction, and will continue to do so while it remains in place. There is no basis whatsoever for SpaceX’s libelous suggestion that the United States, ULS, and ULA will try to “circumvent” the Court’s Order.

ULS is already ensuring that no purchases are made from, and no payments are made to, NPO Energomash or any other entity covered by the injunction. There is thus no need whatsoever to broaden the scope of the injunction. Doing so would needlessly bring all

payments under ULS's contract to a halt, damaging a key national security program and inflicting irreparable harm both on ULS and a universe of U.S. suppliers and businesses that support it.

SpaceX opportunistically seeks to expand the scope of this Court's injunction far beyond its plain language in order to prohibit all payments by the United States Air Force to ULS. As it stands, the injunction already clearly prohibits "purchases from or payment of money to NPO Energomash or any entity . . . that is subject to the control of Deputy Prime Minister Rogozin" The United States, ULS, and ULA are in compliance with that Order. By the plain terms of the Order, the Air Force may continue to make payments to ULS, because ULS is obviously not under the control of Deputy Prime Minister Rogozin. ULS will then ensure that no payments or purchases are made in violation of the Order.

SpaceX's response is rife with speculation about the manner in which ULS acquires the RD-180 engines and how money is transferred from the United States to ULS to RD AMROSS to NPO Energomash. ULS purchases the RD-180 engines from RD AMROSS, which purchases them from NPO Energomash. ULS has already stopped payments to RD AMROSS to ensure that it is in compliance with the Court's Order. ULS is ensuring, and will ensure, that any money it receives from the Air Force does not flow, directly or indirectly, to NPO Energomash or any entity controlled by Deputy Prime Minister Rogozin while the injunction remains in place.

This Court should decline SpaceX's frivolous and self-serving invitation to expand the terms of the preliminary injunction far beyond its plain language.

ULS respectfully requests that the Court issue the proposed order submitted by the United States.

Respectfully submitted,

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