

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO**

|                                  |   |                         |
|----------------------------------|---|-------------------------|
| <b>DEEPLIGHT LABS, LLC,</b>      | ) | <b>CASE NO.</b>         |
|                                  | ) |                         |
| <b>Plaintiff,</b>                | ) |                         |
|                                  | ) | <b><u>COMPLAINT</u></b> |
| <b>V.</b>                        | ) |                         |
|                                  | ) |                         |
| <b>UNITED STATES OF AMERICA,</b> | ) |                         |
| <b>Serve:</b>                    | ) |                         |
| <b>James R. Dunn</b>             | ) |                         |
| <b>United States Attorney</b>    | ) |                         |
| <b>District of Colorado</b>      | ) |                         |
| <b>1801 California Street</b>    | ) |                         |
| <b>Suite 1600</b>                | ) |                         |
| <b>Denver, Colorado 80202</b>    | ) |                         |
|                                  | ) |                         |
| <b>Defendant.</b>                | ) |                         |

Now comes Plaintiff, by and through undersigned Counsel, and for its Complaint alleges and avers as follows:

**JURISDICTION**

1. This action is brought pursuant to the Federal Tort Claims Act, 28 U.S.C. § 2671 ("FTCA").
2. On August 24, 2019, Plaintiff DeepLight Labs, LLC ("DeepLight") submitted an Administrative Claim based upon the facts set forth below, to the Transportation Security Administration ("TSA"), which is currently a division of the Department of Homeland Security. The claim was assigned number 2019090362480.
3. All conditions precedent for an FTCA claim have been met.
4. Plaintiff's Administrative Claim was denied on March 16, 2020 in a letter sent via certified mail.

5. Venue is proper within this district pursuant to 28 U.S.C. §§ 1402(b) and 1346 as the Plaintiff is a Limited Liability Company organized and existing under the laws of Colorado with a principal place of business in Denver, Colorado.

### **PARTIES**

6. Plaintiff DeepLight Labs, LLC is a limited liability company organized and existing under the laws of Colorado with a principal place of business at 2020 Lawrence St., Apt. 918, Denver, Colorado, 80205.
7. The United States of America is the appropriate Defendant.

### **FACTS**

8. On August 13, 2019, DeepLight Labs Managing Member Neil Merchant travelled from Seattle, Washington to Denver Colorado on Southwest Flight WN 244.
9. Mr. Merchant checked a custom-made travel case holding a custom art installation unit belonging to DeepLight Labs.
10. The art installation unit is known as a “Deeplight.” The Deeplight is an art piece comprised of a custom 3D-printed frame, custom designed light strips, and bespoke laser-cut plexiglass mirrors. None of these materials can be purchased off-the-shelf and require significant time and investment to reproduce.
11. Mr. Merchant has travelled on many flights with the Deeplight packaged in its custom traveling case checked as luggage without incident and without any damage to the Deeplight.
12. On August 13, 2019, Mr. Merchant checked the functionality of the Deeplight, then placed the Deeplight securely in its custom carrying case and checked to ensure it was securely installed therein. The Deeplight was packaged carefully in the custom carrying

case alongside a custom 3D-printed hand mount containing the electronics that power the lights.

13. The Deeplight was in excellent condition when it was checked in at the Southwest baggage check-in desk. All of the lights were functional, all the mirrors were intact, and the unit had no signs of wear or stress. The custom carrying case was securely closed and intact.
14. Upon receiving the custom carrying case at baggage claim in Denver, Mr. Merchant discovered that TSA agents in Seattle had inspected and destroyed the carrying case, indicated by the fact that the case had been dismantled and was held together by plastic bands.
15. A TSA brochure was left inside the carrying case, along with the Deeplight unit, which was destroyed.
16. The negligence and or recklessness of TSA agents inspecting the carrying case and Deeplight unit caused scratching on multiple mirrors within the Deeplight unit. Multiple mirrors on the Deeplight were broken, and one was knocked out entirely. These mirrors are custom-made and shaped with a laser cutter and must all be replaced.
17. The negligence or recklessness of TSA agents inspecting the carrying case and Deeplight unit also resulted in many of the LED strips within the Deeplight unit being broken.
18. All four of the bolt screws that hold the carrying case's lid in place were bent, and the fasteners, which had been affixed with epoxy to the inside of the carrying case, had been knocked out of place. This indicates that TSA agents attempted to force the bolts into

place instead of screwing them back in.

19. The Deeplight is a one-of-a-kind prototype and cannot yet be purchased. Plaintiff is in the process of manufacturing Deeplight units for a limited public release at a retail price of \$5000 USD each.

20. The damaged caused by this incident includes shattered mirrors, damaged electronics, and damage to the bolt fasteners on the inside of the custom carrying case.

21. The negligence of TSA agents in destroying the Deeplight unit prevented Plaintiff from moving forward with research and development of the unit required for Plaintiff to hit its committed manufacturing deadlines.

22. The negligence of TSA agents in destroying the Deeplight unit has likewise prevented Plaintiff from creating video content to market the Deeplight unit for future sales.

23. The Deeplight unit was also scheduled to appear at Das Energi Music Festival in Salt Lake City, Utah the weekend of August 17, 2019, an engagement that was not possible due to the destruction of the unit at the hands of TSA agents. This resulted in a missed business and marketing opportunity for Plaintiff.

### **FIRST CAUSE OF ACTION**

24. Plaintiff incorporates each of the preceding Paragraphs as if set forth fully herein.

25. The TSA agents inspecting the Deeplight unit and its custom carrying case had a duty to use due care in carrying out such an inspection, and to refrain from damaging or destroying the Plaintiff's property during such an inspection.

26. The TSA agents inspecting the Deeplight unit and its custom carrying case breached their duty to Plaintiff in negligently and/or recklessly failing to inspect with proper care and in carelessly repacking the Deeplight unit, which did proximately cause total

destruction of the unit and carrying case, thereby resulting in damages to Plaintiff.

27. The United States is liable for the value of the Deeplight unit and its carrying case, and also consequential damages suffered by Plaintiff as a result of the negligence and/or recklessness of TSA agents, as described herein.

**DEMAND FOR RELIEF**

Wherefore, Plaintiff demands judgment against the Defendant for damages in a sum certain of \$5,000 (as was demanded in its Administrative Claim), consequential damages in an amount to be determined by the Court, costs and attorney fees incurred in bringing this action, and any other relief this Honorable Court shall deem proper.

Respectfully submitted,  
/s/ Jessica Winters

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