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6 CASE #: 26-2-01835-9 SEA

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9 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
10 IN AND FOR THE COUNTY OF KING

11 CERTUS CYBERSECURITY SOLUTIONS,
12 LLC, a Delaware limited liability company,

NO.

13 Plaintiff,

COMPLAINT

v.

14 BURNS & MCDONNELL, INC., a Missouri
15 corporation, d/b/a 1898 & CO.,

16 Defendant.

17
18 Certus Cybersecurity Solutions, LLC (“Certus” or “Plaintiff”), for its Complaint against
19 Burns & McDonnell, Inc. d/b/a 1898 & Co. (“Burns & McDonnell” or “Defendant”), alleges as
20 follows:

21 **PARTIES**

22 1. Certus is a Delaware limited liability company with its principal place of business
23 in Redwood City, California.

1 ensures that the entire environment in which those systems operate remains resilient. Certus
2 provides advanced security testing, advisory, and managed services to Fortune 100 and
3 multinational corporate clients across sectors including financial services, technology, global
4 logistics, manufacturing, and energy and regulated entities nationwide. Certus is a vendor to seven
5 of the 40 largest U.S. corporations by market capitalization and two of the four largest U.S. banks.
6 It has demonstrated the technical capability required to support the most regulated, diverse and
7 security-sensitive organizations in the world. For several years, Certus has delivered cybersecurity
8 solutions spanning the entire technology lifecycle—from design and architecture through
9 detection, response, and recovery. Its expertise includes threat modeling and architectural analysis
10 of large-scale enterprise systems, penetration testing of a broad spectrum of enterprise technology
11 assets, and operational-technology and industrial-technology security for global corporations.
12 These engagements have encompassed system architectures ranging from cloud platforms to
13 industrial control systems and artificial intelligence/machine learning platforms.

14 9. The company has extensive expertise in delivering engagements in alignment with
15 established standards such as NIST CSF, ISA/IEC 62443, and ISO 27001.

16 10. Certus’s consultants are highly specialized subject-matter experts who hold the
17 ISA/IEC 62443 certification, a global standard for the security of Industrial Automation and
18 Control Systems (IACS). The certification is issued by the International Society of Automation
19 and specifically qualifies Certus to execute operational technology (OT) security engagements.
20 Certus consultants have successfully completed the International Information System Security
21 Certification Consortium’s NIST Cybersecurity Framework (CSF) 2.0 certification, which ensures
22 that they are experts in the latest federal standards for managing and reducing cybersecurity risk.

23 11. Certus’s Principals, Ryan McKamie and Swapnil Deshmukh, previously served as
24 Director and Senior Director, respectively, on Visa, Inc.’s cybersecurity team. In this capacity, Mr.
25 McKamie explicitly planned and executed capability assessments to assess and improve Visa’s

1 maturity against a NIST-aligned cybersecurity framework. This work supported the strategic
2 planning of over \$200 million in annual cybersecurity spend. Mr. McKamie has been designated
3 as an information security expert by federal courts in multiple matters.

4 12. Certus’s consultants—collectively holding over 30 certifications including
5 Certified Information Systems Security Professional (CISSP), Global Industrial Cyber Security
6 Professional Certification (GICSP), GIAC Certified Incident Handler Certification (GCIH),
7 Offensive Security Certified Professional (OSCP), and CREST cybersecurity credentials—bring
8 expertise in enterprise information security, operational technology, and industrial systems.

9 13. Certus’s history of high-impact engagements with leading corporations, along with
10 its proven ability to design security frameworks, assess control systems, and manage incident
11 response operations, demonstrates a rare breadth of technical expertise and ability to secure
12 complex enterprise technology environments.

13 Burns & McDonnell d/b/a 1898 & Co.

14 14. 1898 & Co.’s website describes Defendant as: “[A] global business, technology and
15 security consultancy serving critical infrastructure industries, helping clients plan, secure and
16 optimize their business. As part of Burns & McDonnell and our more than 125 years of industry
17 experience, we understand the complexity of your asset-intensive business model, the trends
18 impacting your industry, and the need to ground big ideas in operational reality.”

1 15. Specifically, Defendant lists its services to include, as pertinent here: acquisition
2 and development, asset planning and management, business strategy and transformation,
3 enterprise technology, and financial analysis.

What We Do

1898 & Co. is a global business, technology and security consultancy serving critical infrastructure industries, helping clients plan, secure and optimize their business. As part of Burns & McDonnell and our more than 125 years of industry experience, we understand the complexity of your asset-intensive business model, the trends impacting your industry, and the need to ground big ideas in operational reality.

From digital transformation to energy transition, we help clients respond to major shifts, including the rise of AI in critical infrastructure. We leverage deep industry knowledge and AI-enhanced insights to unlock data, accelerate decisions, and build a more intelligent, resilient future.

Acquisition & Divestment	Asset Planning & Management	Business Strategy & Transformation	Data, Analytics & AI
Enterprise Technology	Financial Analysis	Industrial Cybersecurity	Policy & Regulatory

12 16. Defendant markets itself as “delivering a thorough valuation and appraisal” by
13 assisting clients in building financial models, creating capital funding plans, or determining
14 depreciation rates, all to demonstrate “financial resiliency and adequacy.” It further states that it
15 “understand[s] the complexities driving financial analysis and rate design for the critical
16 infrastructure industry.” For valuations and appraisals, Defendant represents that it has helped
17 clients “[a]ssess their current assets, using the markets, cost and income approach to determine the
18 fair market value.”

HOW WE HELP

We understand utilities, which is why we’re routinely tapped to complete valuation studies and appraisals for a range of utility clients and purposes, including acquisitions, property taxes, rate cases, insurance value estimates and more. We’ve helped clients:

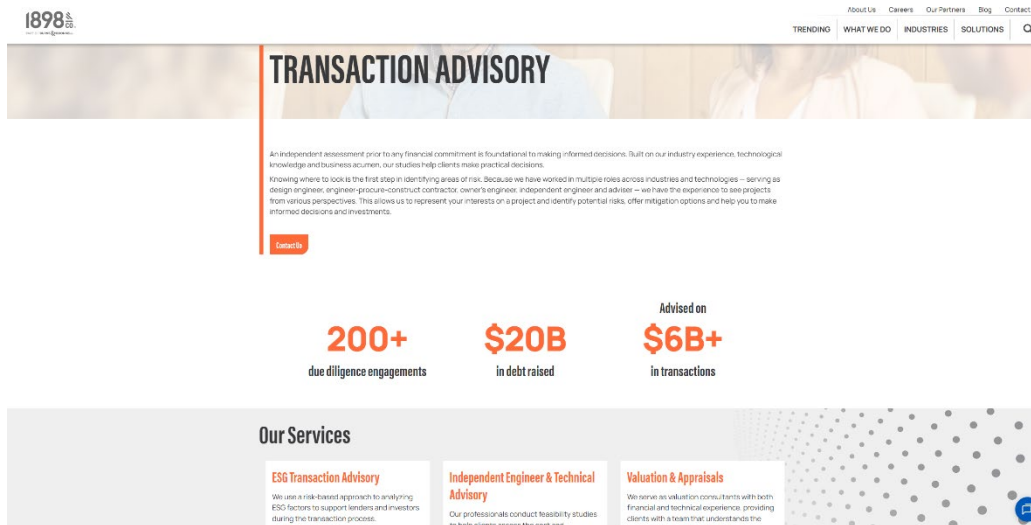
- Assess their current assets, using the market, cost and income approach to determine the fair market value.
- Evaluate the cost of buying – or building new.
- Conduct replacement cost evaluation studies.

Our consultants focus on delivering a thorough valuation and appraisal that’s rooted in the practical. We’ve worked with hundreds of utilities and situations, which means we can walk clients through different scenarios, offering invaluable insights and context. Our consultants:

- Bring technical and financial knowledge to every valuation and appraisal study.
- Understand how assets fit into the overall business plan and strategy.
- Have access to a large team of experienced engineers.
- Work with experienced construction cost estimators at Burns & McDonnell who specialize in developing detailed replacement cost estimates for a wide range of markets and project types.

OUR APPROACH

1 17. Defendant markets itself to have advised on over 200 due diligence engagements,
2 \$20 billion in debt raised, and over \$6 billion in transactions.



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11 18. Defendant has substantial experience and knowledge regarding how profit, revenue
12 scale, and financial performance directly dictate the enterprise value of a business.

13 19. Defendant, under 1898 & Co., markets itself through its website as an expert in
14 “valuation and appraisals” and “financial analysis” engaged in financial consultancy and
15 “transaction advisory.”

16 20. In a July 7, 2023 news article by Burns & McDonnell titled “Q&A: The Secrets to
17 Long-Term Successful Partnerships,” California regional director for 1898 & Co. Jonathan Leffert
18 recently quoted that “[i]t’s the prime’s job to look after our small business partners[.]”

19
20 Seattle City Light Contract

21 21. On January 5, 2023, the City of Seattle contacted Certus and recommended that
22 Certus meet with Defendant Burns & McDonnell, Inc. in order to help Burns & McDonnell win a
23 bid for Seattle City Light’s On-call Utility Technology Roadmap contract (RFP# SCL-22285) (the
24 “Seattle City Light Contract”).

25 22. The total amount to be awarded under the contract was up to \$60 million.

1 for the Seattle City Light Contract. It further stated that proposals would be scored out of 100
2 points and that the Inclusion Plan would count for 10 points.

3 30. Defendant explained to Certus that it intended to submit a proposal to Seattle City
4 Light (the “Proposal”) and that it hoped to highlight Certus in the Proposal’s WMBE inclusion
5 plan in order to maximize its chances of being awarded the Seattle City Light Contract.

6 31. On January 16, 2023, Certus provided Defendant with written materials regarding
7 Certus’s capabilities to include in the Proposal.

8 32. On January 20, 2023, Defendant confirmed that it planned to include Certus in the
9 Proposal’s WMBE inclusion plan (the “Inclusion Plan”). After Certus included its input and
10 qualifications to the Seattle City Light Contract, Mr. Pinarjia confirmed that “1898 & Co. plan[ed]
11 on including Certus Cybersecurity Solutions LLC in [its] WMBE Inclusion Plan” and anticipated
12 “engaging [Certus] in core work during the contract duration, as scope opportunities present
13 themselves.” In response, Mr. McKamie inquired about the distribution of work and his need to
14 review the applicable sessions and portions of the Seattle City Light Contract pertaining to WMBE
15 participation prior to submitting anything to the customer. To date, Defendant has neither
16 responded to Mr. McKamie’s inquiries nor shared the relevant portions of the Seattle City Light
17 Contract.

18 33. Certus’s involvement in the Proposal was not limited to the Inclusion Plan.

19 34. On January 24, 2023, Defendant sent Certus the portion of the Proposal that
20 described Defendant’s cybersecurity capabilities. The description was limited to 1898 & Co.:

21 1898 & Co. offers a complete suite of cybersecurity services designed specifically for UTD and City Light,
22 including strategy and policy development, assessment services, and managed threat protection and
23 incident response support services. Our cybersecurity service incorporates a comprehensive
24 management service that also provides scheduling, coordination, logistics, prioritization, and
25 communications. As part of the services agreement, 1898 & Co. can provide an advisor (i.e., virtual CISO)
who is available proactively throughout the agreement to drive the success of UTD and City Light’s
cybersecurity program.

1 35. On January 27, 2023, Certus responded with extensive redline revisions to make it
2 clear to Seattle City Light that Certus would be a partner in cybersecurity services. In one example
3 of those revisions, Certus wrote:

4 1898 & Co. and Certus Cybersecurity will jointly offer a complete suite of cybersecurity services designed
5 specifically for UTD and City Light, including strategy and policy development, assessment services, and
6 managed threat protection and incident response support services. Our cybersecurity service
7 incorporates a comprehensive management service that also provides scheduling, coordination,
8 logistics, prioritization, and communications. As part of the services agreement, 1898 & Co. and Certus
9 Cybersecurity can provide an advisor (i.e., virtual CISO) who is available proactively throughout the
10 agreement to drive the success of UTD and City Light’s cybersecurity program.

11 36. On January 27, 2023, Defendant responded it had accepted the redlines and would
12 send the revised description to Seattle City Light as part of the Proposal:

13 From: Ervin, Eric R <[REDACTED]>
14 Date: Fri, 27 Jan 2023 at 11:33 AM
15 Subject: RE: SCL On-call Utility Technology Roadmap Partner
16 To: Ryan McKamie <[REDACTED]>, Pinarija, Chad R <[REDACTED]>,
17 Swapnil Deshmukh <[REDACTED]>, Hussein, Omar A (Omar Awaad)
18 <[REDACTED]>

19 Thank you Ryan. I have accepted your edits and will include it into the final version of the proposal.

20 37. On February 7, 2023, Defendant submitted the Proposal to Seattle City Light. The
21 Proposal included the Inclusion Plan that highlighted Certus and six other WMBEs (the “WMBE
22 Partners”).

23 38. The Inclusion Plan contained a variety of specific commitments and
24 representations.

25 39. The Inclusion Plan represented that Defendant would engage Certus in core work.

 40. The Inclusion Plan represented that Defendant would engage in “true partnerships”
with the WMBE Partners.

1 vendor of Burns & McDonnell through the Burns & McDonnell iSupplier Portal, a vendor
2 management system that requires comprehensive data across several categories to qualify for
3 partnering opportunities. Defendant informed Certus that this was to ensure that they “can
4 immediately engage with [Certus] when opportunities arise.” Defendant concluded “Thank you
5 for being part of the 1898 & Co. team and we look forward to making this engagement a success!”

6 51. Mr. McKamie provided extensive information about Certus’s business and
7 financial profile through Certus’s enrollment in the iSupplier Portal.

8 52. On April 20, 2023, Mr. McKamie informed Defendant that it completed the
9 registration for the iSupplier Portal. Registration for the iSupplier Portal took more than an hour
10 to complete and required specific information, including financial data, disclosures, and three years
11 of annual sales and financial figures.

12 53. After learning that Defendant had been awarded the contract, Certus began hiring
13 additional staff to meet the expected increase in workload. Certus ultimately hired four additional
14 staff in reliance on Defendant’s promises.

15 54. On information and belief, Defendant would not have been awarded the Seattle City
16 Light Contract if it had not submitted a strong and thorough WMBE Inclusion Plan.

17 55. After a period of negotiation, the final Seattle City Light Contract between Seattle
18 City Light and Defendant was executed on July 31, 2023.

19 56. Since July 31, 2023, Defendant has not referred a single dollar of business to Certus
20 under the City Light Contract.

21 57. On information and belief, Defendant has not referred a single dollar of business to
22 any of the other WMBE Partners listed in the Inclusion Plan under the City Light Contract.

23 Work Assignments

24 58. Defendant has excluded Certus from projects falling under the Seattle City Light
25 project for which Certus was qualified.

1 threat detection teams conduct malware analysis, event triage, and incident containment for large-
2 scale cloud and on-premises environments, providing actionable intelligence and incident response
3 to support security operations center operations. This experience maps directly to the requirements
4 of the work assignment.

5 83. The work assignment required optimization of SIEM and OT detection systems for
6 improved visibility and reduced false positives. Contrary to Defendant's statements, Certus has
7 developed and maintained detection rules, correlation logic, and analytics tuning for clients' SIEM
8 platforms. These tuning exercises enhance signal-to-noise ratio and response accuracy and meet
9 the work assignment's requirement for ongoing platform optimization.

10 84. The work assignment required contractors to maintain operational performance
11 metrics and deliver continuous improvement. Contrary to Defendant's statements, Certus's
12 current MDR contracts include monthly performance reporting and continuous improvement
13 cycles, with defined KPIs such as mean time to detect and mean time to respond. These operational
14 governance mechanisms align exactly with the work assignment's requirement for measurable
15 outcomes and system effectiveness tracking.

16 85. Defendant knew or should have known that its statements published to Seattle City
17 Light were false as they pertained to Certus.

18 Commitments to Support WMBE Partners

19 86. Defendant not only committed to including to the WMBE Partners in revenue
20 opportunities, but also to providing the WMBE Partners with business development resources and
21 opportunities.

22 87. Defendant has failed to honor every single one of these commitments.

23 88. Contrary to Defendant's commitments, it did not develop a diverse supplier base to
24 expand the capabilities and experience of the WMBE Partners.

1 99. Certus recently completed a security assessment for an Oracle migration for a client
2 with a market capitalization exceeding \$1 trillion. This engagement required understanding the
3 client’s security concerns, evaluating the security posture of the Oracle solution, and supporting
4 the secure migration of a hybrid on-premises/cloud enterprise system to an updated cloud
5 architecture. This experience directly parallels the required objectives.

6 100. Defendant knew or should have known that its statements published to Seattle City
7 Light were false as they pertained to Certus.

8 101. The Fourth Work Assignment differed from the previous work assignments in a
9 critical way. Each of the previous work assignments included a recitation of Defendant’s
10 commitment to allocate 20% of the work to WMBE Partners:

11 **WMBE Participation**

Inclusion Plan Commitment %	20 %
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12
13 102. The Fourth Work Assignment, submitted just two months after Mr. McKamie
14 raised concerns about Defendant’s failure to honor that commitment, slashed that commitment to
15 zero:

16 **WMBE Participation**

Inclusion Plan Commitment %	0 %
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17 103. Defendant is not permitted to unilaterally decide that it is no longer obligated to
18 work with WMBE Partners.

19 104. A contractor who wishes to alter or amend a WMBE inclusion plan must submit a
20 form titled “WMBE Inclusion Plan Change Request Form” that details the requested changes and
21 the justifications for those requested changes.

22 105. On information and belief, Defendant failed to submit a WMBE Inclusion Plan
23 Change Request Form before changing its WMBE inclusion commitment from 20% to 0%.

24 Ongoing Harm

1 b. Falsely representing that Certus lacked experience or capabilities to participate in
2 the Work Assignments;

3 c. Falsely representing that it would engage in “true partnerships” with the WMBE
4 Partners;

5 d. Falsely representing that it would treat the WMBE Partners as working towards
6 “common goals as a seamless team;”

7 e. Falsely representing that it would work proactively to include diverse businesses as
8 partners;

9 f. Falsely representing that it would develop a diverse supplier base to expand the
10 capabilities and experience of the WMBE Partners;

11 g. Falsely representing that it would engage in mentorship, business guidance,
12 training, expanding contact networks, and community involvement with the WMBE Partners;

13 h. Falsely representing that it would appoint a mentor who “will be committed to
14 helping the WMBE firm achieve agreed upon goals[;]”

15 i. Falsely representing that it would make internal training available to the WMBE
16 Partners; and

17 j. Falsely representing that it would develop strategic plans for the WMBE Partners
18 using a Strengths, Weaknesses, Opportunities, Threats analysis.

19 122. Defendant’s unfair and deceptive trade practices affect trade and commerce in that
20 Defendant contracted to provide a wide variety of commercial services to Seattle City Light,
21 thereby directly or indirectly affecting every resident of Seattle that depends on Seattle City Light
22 for services.

23 123. Defendant’s unfair and deceptive trade practices affect the public because:

24 a. Defendant was paid in part using public funds; and
25

- 1 c. treat the WMBE Partners as working towards “common goals as a seamless team;”
2 d. work proactively to include diverse businesses as partners;
3 e. develop a diverse supplier base to expand the capabilities and experience of the
4 WMBE Partners;
5 f. engage in mentorship, business guidance, training, expanding of contact networks,
6 and community involvement with the WMBE Partners;
7 g. appoint a mentor who “will be committed to helping the WMBE firm achieve
8 agreed upon goals[;]”
9 h. make internal training available to the WMBE Partners; and
10 i. develop strategic plans for the WMBE Partners using a Strengths, Weaknesses,
11 Opportunities, Threats analysis.

12 134. Certus would not have agreed to let Defendant use its name to secure the Seattle
13 City Light Contract if Defendant had not made these commitments to Certus.

14 135. Defendant had no intention of honoring these commitments and, at the time
15 Defendant’s representatives made these commitments, they knew that Defendant had no intention
16 of honoring them.

17 136. Defendant made these commitments to Certus so that Certus would permit
18 Defendant to use Certus’s name in the WMBE Inclusion Plan.

19 137. At the time Certus agreed that Defendant could use Certus’s name in the WMBE
20 Inclusion Plan, Certus did not know that Defendant had no intention of honoring its commitments.

21 138. Certus incurred significant hiring and administrative expenses in reliance on
22 Defendant’s false promises.

23 139. Based on the parties’ communications and Defendant’s contractual commitments
24 to Seattle City Light, it was reasonable for Certus to rely on Defendant’s promises.
25

1 150. Defendant claimed that the work to be completed would be based off the ISA 62443
2 and NIST CSF security frameworks and that no WMBE partner had expertise with these
3 frameworks.

4 151. Both of these statements were false.

5 152. On information and belief, Defendant stated in its public Proposal that Certus would
6 be the primary party responsible for delivering cybersecurity to SCL. Certus has extensive
7 experience in NIST and serves a Fortune 100 client using that framework.

8 153. On October 9, 2024, Defendant submitted another work assignment related to
9 Seattle City Light's Distributed Energy Resource Strategy.

10 154. One goal of the work assignment was to conduct a technology analysis to determine
11 if the Distributed Energy Resource Strategy could be supported by one application or if two
12 applications would be necessary.

13 155. When asked which of the WMBE Partners would be involved in this work
14 assignment, Defendant stated that no WMBE Partner had capabilities within the scope of the
15 assignment.

16 156. That statement was false.

17 157. Certus has experience conducting architectural risk and business process analysis
18 for an \$800 billion corporation and led interview-driven process-assessment workshops for a \$244
19 billion corporation. These projects required mapping complex operational ecosystems, eliciting
20 stakeholder knowledge through structured interviews, and delivering actionable process-
21 improvement recommendations.

22 158. On December 10, 2024, Defendant submitted a work assignment related to
23 Managed Security Services for Seattle City Light's operational technology environment.
24
25

1 159. When asked which of the WMBE Partners would be involved in this work
2 assignment, Defendant stated that no WMBE Partner had capabilities within the scope of the
3 assignment.

4 160. That statement was false.

5 161. Certus currently provides Managed Detection and Response services to multiple
6 Fortune 100 clients, including a \$79 billion Fortune 500 corporation. Certus's threat detection
7 teams conduct malware analysis, event triage, and incident containment for large-scale cloud and
8 on-premise environments, providing actionable intelligence and incident response in support of
9 security operations center operations.

10 162. On or about May 14, 2025, Defendant submitted a work assignment related to
11 conducting a security assessment in connection with transitioning Seattle City Light's on-premises
12 Work and Asset Management system to Oracle's Work and Asset Cloud Service.

13 163. When asked which of the WMBE Partners would be involved in this work
14 assignment, Defendant stated that no WMBE Partner had capabilities within the scope of the
15 assignment.

16 164. That statement was false.

17 165. Certus had recently completed a security assessment for an Oracle migration for a
18 client with a market capitalization exceeding \$1 trillion. This engagement required understanding
19 the client's security concerns, evaluating the security posture of the Oracle solution, and supporting
20 the secure migration of a hybrid on-premises/cloud enterprise system to an updated cloud
21 architecture.

22 166. Defendant communicated these statements without privilege.

23 167. Defendant knew or in the exercise of reasonable care should have known that the
24 statements made in the work assignments regarding Certus were in fact false or would create a
25 false impression.

