

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.:

NORA PEREZ SALAZAR, individually, and as
a survivor and as the Personal Representative of
the Estate of
JUAN CARLOS GONZALEZ-MEJIA,
deceased,

Plaintiff,

vs.

TEXTRON AVIATION, INC., a Kansas
corporation; THE PRATT & WHITNEY
CANADA CORP, a subsidiary of Raytheon
Technologies Corporation; AVIALL, INC., a
Delaware corporation; SAFRAN USA, INC., a
Delaware corporation; WEST STAR
AVIATION HOLDING, LLC, PREMIER AIR
CENTER, LLC d/b/a WEST STAR
AVIATION, a Delaware limited liability
company; INDIANA FLIGHT CENTER, INC.,
an Indiana corporation; JET SALES OF
STUART, LLC d/b/a JET SALES GROUP, a
Delaware limited liability company; HYPO
CONSULTING, LLC, a Florida company,

Defendants.

Preliminary Statement

1. This is an action for a wrongful death of JUAN CARLOS-GONZALEZ MEJIA, resulting from a fatal aircraft crash caused by the negligence of Defendants TEXTRON AVIATION, INC., THE PRATT & WHITNEY CORP., AVIALL, INC., SAFRAN USA, INC., WEST STAR AVIATION HOLDING, LLC, PREMIER AIR CENTER, LLC d/b/a WEST STAR AVIATION, INDIANA FLIGHT CENTER, INC., JET SALES OF STUART, LLC d/b/a JET

SALES GROUP, and HYPO CONSULTING, LLC. JUAN CARLOS-GONZALEZ MEJIA died while piloting a Cessna Citation 560 Encore when the aircraft crashed into the Atlantic Ocean on May 24, 2019.

2. As a result of the death of her husband, NORA PEREZ SALAZAR has suffered the loss of his companionship and protection, mental pain and suffering, and the loss of his support and services. As a result of his death, JUAN CARLOS-GONZALEZ MEJIA 's Estate has suffered the loss of prospective net accumulations. NORA PEREZ SALAZAR, on behalf of herself and JUAN CARLOS-GONZALEZ MEJIA's Estate, brings claims pursuant to Florida's wrongful death statute and seeks all available damages.

Subject Matter Jurisdiction

3. This is an action for damages in excess of \$50,000 exclusive of costs, interest, and attorney's fees and is therefore within the exclusive jurisdictional limits of this Court under Florida Statute Section 26.012.

Venue

4. Pursuant to Florida Statute Section 47.011, venue lies in this District because the Plaintiff's cause of action accrued here.

Personal Jurisdiction

5. Plaintiff, NORA PEREZ SALAZAR, JUAN CARLOS-GONZALEZ MEJIA's widow, has been appointed the Personal Representative of The Estate of JUAN CARLOS-GONZALEZ MEJIA, deceased, and is a permanent resident of Miami-Dade County, Florida. At the time of his death, JUAN CARLOS-GONZALEZ MEJIA was also a permanent resident of Miami-Dade County, Florida.

6. Plaintiff, NORA PEREZ SALAZAR, the Personal Representative of the Estate of JUAN CARLOS-GONZALEZ MEJIA brings this action on behalf of herself, and the Estate.
7. Defendant TEXTRON AVIATION, INC. (hereinafter referred to as “TEXTRON”) is and was a Kansas corporation engaged in the business of designing, manufacturing, integrating, assembling, modifying, maintaining, inspecting, testing, servicing, marketing and/or distributing aircrafts and their component parts, including the Cessna Citation 560 Encore JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, the Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.
8. Defendant THE PRATT & WHITNEY OF CANADA CORP. (hereinafter referred to as “P&WC”) is and was an Ohio corporation engaged in the business of designing, manufacturing, integrating, assembling, modifying, maintaining, inspecting, testing, servicing, marketing and/or distributing aircraft engines and their component parts, including the subject 535A engines installed on the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.
9. Defendant AVIALL, INC. (hereinafter referred to as “AVIALL”) is and was a Delaware corporation engaged in the business of designing, manufacturing, integrating, assembling, modifying, maintaining, inspecting, testing, servicing, marketing and/or distributing aircraft air cycle machine coalesce filters and their component parts, including the subject air cycle machine coalesce filter, part number 21BC115G, installed on the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and

not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.

10. Defendant SAFRAN USA, INC. (hereinafter referred to as “SAFRAN”) is and was a Delaware corporation engaged in the business of designing, manufacturing, integrating, assembling, modifying, maintaining, inspecting, testing, servicing, marketing and/or distributing pilot oxygen masks and their component parts, including the pilot oxygen mask, part number MC10-16-101, installed on the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.
11. Defendant WEST STAR AVIATION HOLDING, LLC (hereinafter together with Defendant PREMIER AIR CENTER, LLC d/b/a WEST STAR AVIATION, collectively referred to as “WEST STAR”), is and was a Delaware limited liability company engaged in the business of airframe repair, maintenance, engine repair and maintenance, modifications, avionics installation and repair, interior refurbishment, paint, parts, surplus, avionics sales, window repair and accessory services, and performed a phase 1-4 progressive inspection of the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.
12. Defendant PREMIER AIR CENTER, LLC d/b/a WEST STAR AVIATION (hereinafter together with Defendant WEST STAR AVIATION HOLDING, LLC, collectively referred to as “WEST STAR”), is and was a Delaware limited liability company engaged in the business of airframe repair, maintenance, engine repair and maintenance, modifications, avionics installation and repair,

interior refurbishment, paint, parts, surplus, avionics sales, window repair and accessory services, and performed a phase 1-4 progressive inspection of the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.

13. Defendant INDIANA FLIGHT CENTER, INC. (hereinafter referred to as “IFC”), is and was an Indiana corporation engaged in the business of aircraft management, sales and acquisitions, maintenance, and FBO services, and managed and maintained the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death when the aircraft was owned by Defendant HYPO CONSULTING, LLC. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes.

14. Defendant JET SALES OF STUART, LLC d/b/a JET SALES GROUP (hereinafter referred to as “JET SALES”), is and was a Delaware limited liability company with its principal place of business at 2324 Liberator Lane, Suite 301, Stuart, Fl 34996, engaged in the business of aircraft listing services, aircraft acquisition services, aircraft market research and analysis, consulting and documentation, and was the owner of the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes. At all times material, Martin, Wylie D. was and is the Registered Agent for this Defendant with his address listed as 2324 Liberator Lane, Suite 301, Stuart, Fl 34996.

15. Defendant HYPO CONSULTING, LLC (hereinafter referred to as “HYPO”), is and was a Florida

limited liability company with its principal place of business at 1444 Paslay PL, Manalapan, FL 32462, engaged in the business of aircraft listing services, aircraft acquisition, and was the previous owner of the aircraft JUAN CARLOS-GONZALEZ MEJIA was piloting at the time of his death. Because this Defendant conducted substantial and not isolated activity and caused a tortious act within this state, this Court has both general and specific jurisdiction pursuant to Section 48.193 of the Florida Statutes. At all times material, Simplifi Business, Inc. was and is the Registered Agent for this Defendant with its address listed as 324 S. Plant Ave, Tampa, FL 32606.

Factual Allegations

16. On May 22, 2019, Defendant JET SALES, purchased the Cessna Citation 560 Encore, serial number 560-0585, registration number N832R (hereinafter referred to as the “subject aircraft”), JUAN CARLOS GONZALEZ-MEJIA was piloting at the time of his death from Defendant HYPO. Prior to its sale, the subject aircraft was managed and maintained by Defendant IFC.
17. On May 23, 2019, Defendant JET SALES hired JUAN CARLOS GONZALEZ-MEJIA to fly the subject aircraft from St. Louis Regional Airport (“ALN”), Alton, Illinois, to Fort Lauderdale Executive Airport (“FXE”), Fort Lauderdale, Florida, to have avionics work completed.
18. On May 24, 2019, at about 12:03 P.M. eastern daylight time (“EDT”), JUAN CARLOS GONZALEZ-MEJIA departed ALN for FXE. While en route to FXE, the low oil pressure indicator for the right engine dropped substantially causing JUAN CARLOS GONZALEZ-MEJIA to return to ALN within twenty-four (24) minutes of his departure.
19. Upon arrival, Defendant WEST STAR inspected the subject aircraft and determined that the right side was too high according to the MM graphs and reset the right engine oil pressure system. The aircraft was signed off as serviceable and returned to service.
20. At about 2:36 P.M. EDT, JUAN CARLOS GONZALEZ-MEJIA departed once again ALN for

FXE and established communications with the Atlanta Air Route Traffic Control Center (“ARTCC”). JUAN CARLOS GONZALEZ-MEJIA reported that the subject aircraft was level at FL390 and that the air was smooth.

21. Thirteen minutes later, the controller instructed JUAN CARLOS GONZALEZ-MEJIA to contact the Jacksonville ARTCC, but JUAN CARLOS GONZALEZ-MEJIA was unresponsive. The controller made several attempts to contact JUAN CARLOS GONZALEZ-MEJIA on different radio frequencies, but no response was received. Controllers continued to monitor the flight via radar as it continued through Jacksonville and Miami ARTCC airspace without radio contact.
22. Due to JUAN CARLOS GONZALEZ-MEJIA’s unresponsiveness, the U.S. Air Force (“USAF”) dispatched two F-15 jets to intercept the subject aircraft. The F-15 jet pilots located the subject aircraft but were unable to establish communications with JUAN CARLOS GONZALEZ-MEJIA and could not see the cockpit windows or inside the subject aircraft. Notably, the F-15 jet pilots reported that they could only see a vapor and/or contrail emitting from the right engine.
23. The subject aircraft appeared to lose total engine power, then descended and impacted the Atlantic Ocean about 310 miles east of FXE. JUAN CARLOS GONZALEZ-MEJIA did not survive the crash, and the cause of death was attributed to the accident.
24. The US Coast Guard initiated a search after the accident, which was suspended on May 25, 2019. Neither JUAN CARLOS GONZALEZ-MEJIA nor the airplane were recovered.
25. Shortly before the fatal flight, the subject aircraft underwent a phase 1-4 progressive inspection. Defendant JET SALES hired Defendant WEST STAR to complete the phase 1-4 progressive inspection as part of its sales agreement.
26. Defendant WEST STAR’s phase 1-4 progressive inspection revealed two discrepancies related to the subject aircraft’s environmental system that exceeded Defendant TEXTRON’s maintenance

publications: (1) the air cycle machine coalesce filter; and (2) the main entrance door seal. A foul weather window and seal assy were also found to exceed Defendant TEXTRON's maintenance publications criteria.

27. Additionally, Defendant WEST STAR replaced numerous component parts during the phase 1-4 progressive inspection, including but not limited to the pilot oxygen mask. All component parts were replaced just days before the crash.
28. Clearly, (1) the right engine; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed and caused the death of JUAN CARLOS GONZALEZ-MEJIA.
29. Defendant AVIALL designed, manufactured, and sold the air cycle machine coalesce filter installed in the subject aircraft.
30. Defendant SAFRAN designed, manufactured, and sold the pilot oxygen mask installed in the subject aircraft.
31. Defendant P&WC designed, manufactured, and sold the engines installed in the subject aircraft.
32. Defendant TEXTRON designed, manufactured, and sold the subject aircraft.

COUNT I
STRICT LIABILITY
TEXTRON

33. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.
34. At all times material, Defendant TEXTRON designed, assembled, manufactured, integrated, installed, modified, inspected, tested, repaired, marketed, sold and distributed the subject aircraft, and the subject aircraft's other component parts, all the time knowing that the equipment that it designed, manufactured and sold would be used by the aviation community

for flight operations.

35. Under the conditions existing at the time of the sale and/or delivery, the subject aircraft, including but not limited to its engine and related components parts, was unfit for its intended use, and was in an unreasonably dangerous and defective condition; further, the instructions, warnings and other information pertaining to the maintenance and operation of the subject aircraft and the known risks were inadequately disclosed. That is, Defendant TEXTRON failed to give JUAN CARLOS GONZALEZ-MEJIA adequate warning of the nature and extent of the aforesaid danger.
36. At all times material, Defendant TEXTRON knew or in the exercise of reasonable care should have known that if the engines and related component parts, pressurization system, and redundancies in place to warn of dangerous conditions failed, it would cause and/or create an unreasonable risk of harm to persons aboard the subject aircraft.
37. At all times material, the subject aircraft sold by Defendant TEXTRON was unaltered, without substantial change in the condition in which it was sold by Defendant TEXTRON and was being used as intended and/or reasonably foreseeable by its manufacturer, Defendant TEXTRON.
38. As a direct and proximate result of Defendant TEXTRON's breach of duty as a manufacturer, reseller, and/or distributor of the subject aircraft, its engines, or related component parts, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and

dangerous conditions, all failed and caused the aircraft's crash; Defendant TEXTRON is therefore strictly liable for the death of JUAN CARLOS GONZALEZ-MEJIA.

39. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, maybe entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant TEXTRON for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT II
NEGLIGENCE
TEXTRON

40. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.
41. At all times material, Defendant TEXTRON designed, assembled, manufactured, integrated, modified, installed, serviced, inspected, tested, and repaired, marketed, sold and distributed the subject aircraft, and its component parts, involved in this accident.
42. At all times material, Defendant TEXTRON was and is engaged in the sale of aircrafts and their component parts, placing them into the stream of commerce with full knowledge and intent that its aircrafts and their component parts would be used and flown by purchasers, users, and operators without the opportunity for inspection or testing.
43. At all times material, Defendant TEXTRON knew or in the exercise of reasonable care should have known that if any of its aircrafts or their component parts, including their engines, failed, it would create an unreasonable risk of harm to persons aboard the subject aircraft.
44. At all times material, Defendant TEXTRON was under a duty to use reasonable care, and/or to exercise the highest degree of care in planning, designing, certifying, manufacturing, assembling, installing, overhauling, modifying, repairing, testing, inspecting, marketing and distributing its aircraft, including the subject aircraft, its engines, and related component parts.
45. Defendant TEXTRON was under a further, continuing and/or on-going duty to, among other things:
- a. design, manufacture, integrate, assemble, modify, install, and/or overhaul the subject aircraft, including but not limited to its engines

and related components, so that the subject aircraft could be safely operated; and/or,

- b. test and/or inspect the subject aircraft, including but not limited to its engines and related components for dangerous conditions that existed and/or were likely to exist in the subject aircraft and engine; and/or,
- c. modify, service, and/or repair dangerous conditions that were known or likely to be known by Defendant TEXTRON in the exercise of reasonable care; and/or,
- d. warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant TEXTRON's design, assembly, manufacture, testing and/or inspection of the subject aircraft, engine, and its related component parts that were known and/or should have been known to Defendant TEXTRON.

46. Defendant TEXTRON knew or should have known that if Defendant TEXTRON's design, manufacture, assembly, installation, modification, testing, and/or inspection of the subject aircraft, including but not limited to its engines and related components, was not properly executed there would be an unreasonable risk of harm to persons aboard the subject aircraft.

47. At all times material, Defendant TEXTRON breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to design, manufacture, integrate, assemble, install, overhaul, and/or modify the subject aircraft, including but not limited to its engines and related components, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject aircraft for dangerous conditions that existed and/or were likely to exist in the subject aircraft; and/or,
- c. failing to modify, service and/or repair dangerous conditions that were

known or should have been known by Defendant TEXTRON in the exercise of reasonable care; and/or,

- d. failing to timely warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant TEXTRON's design, assembly, manufacture, testing and/or inspection of the subject aircraft, engine, and its related component parts that were known and/or should have been known to Defendant TEXTRON.

48. As a direct and proximate result of Defendant TEXTRON's negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

49. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,

- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant TEXTRON for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT III
STRICT LIABILITY
P&WC

50. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.

51. At all times material, Defendant P&WC designed, assembled, manufactured, integrated, installed, modified, inspected, tested, repaired, marketed, sold and distributed the subject engines and its component parts, all the time knowing that the equipment that it designed, manufactured and sold would be used by the aviation community for flight operations.

52. Under the conditions existing at the time of the sale and/or delivery, the subject engine and related component parts, were unfit for their intended use, and were in an unreasonably dangerous and defective condition; further, the instructions, warnings and other information pertaining to the maintenance and operation of the subject engines and the known risks were inadequately disclosed. That is, Defendant P&WC failed to give JUAN CARLOS GONZALEZ-MEJIA adequate warning of the nature and extent of the aforesaid danger.

53. At all times material, Defendant P&WC knew or in the exercise of reasonable care

should have known that if the right engine failed, it would cause and/or create an unreasonable risk of harm to persons aboard the subject aircraft.

54. At all times material, the subject parts sold by Defendant P&WC were unaltered, without substantial change in the condition in which it was sold by Defendant P&WC and was being used as intended and/or reasonably foreseeable by its manufacturer, Defendant P&WC.

55. As a direct and proximate result of Defendant P&WC's breach of duty as a manufacturer, reseller, and/or distributor of the subject aircraft's engines and related component parts, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed and caused the aircraft's crash; Defendant P&WC is therefore strictly liable for the death of JUAN CARLOS GONZALEZ-MEJIA.

56. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;

- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant P&WC for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT IV
NEGLIGENCE
P&WC

57. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.

58. At all times material, Defendant P&WC designed, assembled, manufactured, integrated, modified, installed, serviced, inspected, tested, and repaired, marketed, sold and distributed the subject engine and its component parts, involved in this accident.

59. At all times material, Defendant P&WC was and is engaged in the sale of engines and their component parts, placing them into the stream of commerce with full knowledge and intent that its engines and their component parts would be used by purchasers, users, and operators without the opportunity for inspection or testing.

60. At all times material, Defendant P&WC knew or in the exercise of reasonable care should have known that if any of its engines or related components parts failed, it would create an unreasonable risk of harm to persons aboard the aircraft.

61. At all times material, Defendant P&WC was under a duty to use reasonable care, and/or to exercise the highest degree of care in planning, designing, certifying, manufacturing, assembling, installing, overhauling, modifying, repairing, testing, inspecting, marketing and distributing its engines, including the subject engines and related components parts.

62. Defendant P&WC was under a further, continuing and/or on-going duty to, among other things:

- a. design, manufacture, integrate, assemble, modify, install, and/or overhaul the subject engines and related components, so that the subject aircraft could be safely operated; and/or,
- b. test and/or inspect the subject engines and related components for dangerous conditions that existed and/or were likely to exist; and/or,
- c. modify, service, and/or repair dangerous conditions that were known or likely to be known by Defendant P&WC in the exercise of reasonable care; and/or,
- d. warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant P&WC's design, assembly, manufacture, testing and/or inspection of the subject engines and related components parts that were known and/or should have been known to Defendant P&WC.

63. Defendant P&WC knew or should have known that if Defendant P&WC's design, manufacture, assembly, installation, modification, testing, and/or inspection of the subject engines and related components, was not properly executed there would be an unreasonable risk of harm to persons aboard the subject aircraft.

64. At all times material, Defendant P&WC breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to design, manufacture, integrate, assemble, install, overhaul, and/or modify the subject engines and related components, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject engines for dangerous conditions that existed and/or were likely to exist; and/or,
- c. failing to modify, service and/or repair dangerous conditions that were known or should have been known by Defendant P&WC in the exercise of reasonable care; and/or,
- d. failing to timely warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant P&WC's design, assembly, manufacture, testing and/or inspection of the subject engines, and related components parts that were known and/or should have been known to Defendant P&WC.

65. As a direct and proximate result of Defendant P&WC's negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

66. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;

- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant P&WC for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT V
STRICT LIABILITY
AVIALL

67. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.
68. At all times material, Defendant AVAILL designed, assembled, manufactured, integrated, installed, modified, inspected, tested, repaired, marketed, sold and distributed the subject air cycle machine coalesce filters, all the time knowing that the equipment that it designed, manufactured and sold would be used by the aviation community for flight operations.
69. Under the conditions existing at the time of the sale and/or delivery, the subject air cycle machine coalesce filter, was unfit for its intended use, and was in an unreasonably dangerous and defective condition; further, the instructions, warnings and other information pertaining to the maintenance and operation of the subject air cycle machine coalesce filter and the known risks were inadequately disclosed. That is, Defendant AVIALL failed to give JUAN CARLOS GONZALEZ-MEJIA adequate warning of the

nature and extent of the aforesaid danger.

70. At all times material, Defendant AVIALL knew or in the exercise of reasonable care should have known that if the air cycle machine coalesce filter failed, it would cause and/or create an unreasonable risk of harm to persons aboard the subject aircraft.
71. At all times material, the subject air cycle machine coalesce filter sold by Defendant AVIALL was unaltered, without substantial change in the condition in which it was sold by Defendant AVIALL and was being used as intended and/or reasonably foreseeable by its manufacturer, Defendant AVIALL.
72. As a direct and proximate result of Defendant AVIALL's breach of duty as a manufacturer, reseller, and/or distributor of the subject air cycle machine coalesce filter, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed and caused the aircraft's crash; Defendant AVIALL is therefore strictly liable for the death of JUAN CARLOS GONZALEZ-MEJIA.
73. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:
 - a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
 - b. past and future loss of society, consortium, protection, companionship,

instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;

- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant AVIALL for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT VI
NEGLIGENCE
AVIALL

74. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.

75. At all times material, Defendant P&WC designed, assembled, manufactured, integrated, modified, installed, serviced, inspected, tested, and repaired, marketed, sold and distributed the subject air cycle machine coalesce filter, involved in this accident.

76. At all times material, Defendant AVIALL was and is engaged in the sale of air cycle machine coalesce filters, placing them into the stream of commerce with full knowledge and intent that its air cycle machine coalesce filters would be used by purchasers, users, and operators without the opportunity for inspection or testing.

77. At all times material, Defendant AVIALL knew or in the exercise of reasonable care should have known that if its air cycle machine coalesce filters failed, it would create an

unreasonable risk of harm to persons aboard the subject aircraft.

78. At all times material, Defendant AVIALL was under a duty to use reasonable care, and/or to exercise the highest degree of care in planning, designing, certifying, manufacturing, assembling, installing, overhauling, modifying, repairing, testing, inspecting, marketing and distributing its air cycle machine coalesce filters, including the subject air cycle machine coalesce filter.

79. Defendant AVIALL was under a further, continuing and/or on-going duty to, among other things:

- a. design, manufacture, integrate, assemble, modify, install, and/or overhaul the subject air cycle machine coalesce filter, so that the subject aircraft could besafely operated; and/or,
- b. test and/or inspect the subject air cycle machine coalesce filter for dangerous conditions that existed and/or were likely to exist; and/or,
- c. modify, service, and/or repair dangerous conditions that were known or likely to be known by Defendant AVIALL in the exercise of reasonable care; and/or,
- d. warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant AVIALL's design, assembly, manufacture, testing and/or inspection of the subject air cycle machine coalesce filter that were known and/or should have been known to Defendant AVIALL.

80. Defendant AVIALL knew or should have known that if Defendant AVIALL's design, manufacture, assembly, installation, modification, testing, and/or inspection of the subject air cycle machine coalesce filter, was not properly executed there would be an unreasonable risk of harm to persons aboard the subject aircraft.

81. At all times material, Defendant AVIALL breached the aforementioned duties, and/or

negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to design, manufacture, integrate, assemble, install, overhaul, and/or modify the subject air cycle machine coalesce filter, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject air cycle machine coalesce filter for dangerous conditions that existed and/or were likely to exist; and/or,
- c. failing to modify, service and/or repair dangerous conditions that were known or should have been known by Defendant AVIALL in the exercise of reasonable care; and/or,
- d. failing to timely warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant AVIALL's design, assembly, manufacture, testing and/or inspection of the subject air cycle machine coalesce filter that were known and/or should have been known to Defendant AVIALL.

82. As a direct and proximate result of Defendant AVIALL's negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

83. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;

- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant AVAILL for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

VII
STRICT LIABILITY
SAFRAN

84. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.

85. At all times material, Defendant SAFRAN designed, assembled, manufactured, integrated, installed, modified, inspected, tested, repaired, marketed, sold and distributed the subject pilot oxygen mask, all the time knowing that the equipment that it designed, manufactured and sold would be used by the aviation community for flight operations.

86. Under the conditions existing at the time of the sale and/or delivery, the subject pilot oxygen mask, was unfit for its intended use, and was in an unreasonably dangerous and defective condition; further, the instructions, warnings and other information pertaining to the maintenance and operation of the subject pilot oxygen mask and the known risks were

inadequately disclosed. That is, Defendant SAFRAN failed to give JUAN CARLOS GONZALEZ-MEJIA adequate warning of the nature and extent of the aforesaid danger.

87. At all times material, Defendant SAFRAN knew or in the exercise of reasonable care should have known that if the pilot oxygen mask failed, it would cause and/or create an unreasonable risk of harm to persons aboard the subject aircraft.

88. At all times material, the subject parts sold by Defendant SAFRAN were unaltered, without substantial change in the condition in which it was sold by Defendant SAFRAN and was being used as intended and/or reasonably foreseeable by its manufacturer, Defendant SAFRAN.

89. As a direct and proximate result of Defendant SAFRAN's breach of duty as a manufacturer, reseller, and/or distributor of the subject pilot oxygen mask, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed and caused the aircraft's crash; Defendant SAFRAN is therefore strictly liable for the death of JUAN CARLOS GONZALEZ-MEJIA.

90. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;

- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant SAFRAN for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

VIII
NEGLIGENCE
SAFRAN

91. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.

92. At all times material, Defendant SAFRAN designed, assembled, manufactured, integrated, modified, installed, serviced, inspected, tested, and repaired, marketed, sold and distributed the subject pilot oxygen mask, involved in this accident.

93. At all times material, Defendant SAFRAN was and is engaged in the sale of pilot oxygen masks, placing them into the stream of commerce with full knowledge and intent that its pilot oxygen masks would be used by purchasers, users, and operators without the opportunity for inspection or testing.

At all times material, Defendant SAFRAN knew or in the exercise of reasonable care

should have

known that if its pilot oxygen masks failed, it would create an unreasonable risk of harm to persons aboard the subject aircraft.

95. At all times material, Defendant SAFRAN was under a duty to use reasonable care, and/or to exercise the highest degree of care in planning, designing, certifying, manufacturing, assembling, installing, overhauling, modifying, repairing, testing, inspecting, marketing and distributing its pilot oxygen masks, including the subject pilot oxygen mask.

96. Defendant SAFRAN was under a further, continuing and/or on-going duty to, among other things:

- a. design, manufacture, integrate, assemble, modify, install, and/or overhaul the subject pilot oxygen mask, so that the subject aircraft could be safely operated; and/or,
- b. test and/or inspect the subject pilot oxygen mask for dangerous conditions that existed and/or were likely to exist; and/or,
- c. modify, service, and/or repair dangerous conditions that were known or likely to be known by Defendant SAFRAN in the exercise of reasonable care; and/or,
- d. warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant SAFRAN's design, assembly, manufacture, testing and/or inspection of the subject pilot oxygen mask that were known and/or should have been known to Defendant SAFRAN.

97. Defendant SAFRAN knew or should have known that if Defendant SAFRAN's design, manufacture, assembly, installation, modification, testing, and/or inspection of the subject pilot oxygen mask, was not properly executed there would be an unreasonable risk of harm to persons aboard the subject aircraft.

98. At all times material, Defendant SAFRAN breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to design, manufacture, integrate, assemble, install, overhaul, and/or modify the subject pilot oxygen mask, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject pilot oxygen mask for dangerous conditions that existed and/or were likely to exist; and/or,
- c. failing to modify, service and/or repair dangerous conditions that were known or should have been known by Defendant SAFRAN in the exercise of reasonable care; and/or,
- d. failing to timely warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant SAFRAN's design, assembly, manufacture, testing and/or inspection of the subject pilot oxygen mask that were known and/or should have been known to Defendant SAFRAN.

99. As a direct and proximate result of Defendant SAFRAN's negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

100. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-

MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;

- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant SAFRAN for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT IX
NEGLIGENCE
WEST STAR

- 101. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.
- 102. At all times material, Defendant WEST STAR inspected, assembled, integrated, modified, installed, serviced, tested, repaired, overhauled, and certified the subject aircraft involved in this accident.
- 103. At all times material, Defendant WEST STAR knew or in the exercise of reasonable care should have known that if component parts it overhauled failed, it would create an unreasonable risk of harm to persons aboard the subject aircraft in which component parts were installed, including but not limited to (1) the air cycle machine coalesce filter, part number 21BC115G; (2)

the main entrance door seal, part number R860086; (3) the foul weather window seal assy, part number 5511275-24; and (4) pilot oxygen mask, MC10-16-101.

104. At all times material, Defendant WEST STAR was under a duty to use reasonable care, and/or exercise the highest degree of care in certifying, assembling, installing, overhauling, modifying, repairing, testing, inspecting, distributing, and balancing the overhauled component parts.

105. At all times material, Defendant WEST STAR breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to integrate, assemble, modify, install, test, overhaul the subject component parts, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject aircraft for dangerous conditions that existed and/or were likely to exist in the subject aircraft, including but not limited to such dangerous condition relating to subject aircraft's engines, related component parts, oil pressure and/or pressurization system issues; and/or,
- c. failing to modify, service, and/or repair dangerous conditions that were known or likely to be known by Defendant WEST STAR in the exercise of reasonable care; and/or,
- d. failing to warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant WEST STAR's assembly, overhaul, testing and/or inspection of the subject aircraft that were known and/or should have been known to Defendant WEST STAR.

106. As a direct and proximate result of Defendant WEST STAR's negligence, as described

in the

paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

107. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of

the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant WEST STAR for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT X
NEGLIGENCE
IFC

108. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.
109. At all times material, Defendant IFC inspected, assembled, integrated, modified, installed, serviced, tested, repaired, overhauled, and certified the subject aircraft involved in this accident.
110. At all times material, Defendant IFC knew or in the exercise of reasonable care should have

known that if component parts it overhauled failed, it would create an unreasonable risk of harm to persons aboard the subject aircraft in which component parts were installed.

111. At all times material, Defendant IFC was under a duty to use reasonable care, and/or exercise the highest degree of care in certifying, assembling, installing, overhauling, modifying, repairing, testing, inspecting, distributing, and balancing the overhauled component parts.

112. At all times material, Defendant IFC breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to integrate, assemble, modify, install, test, overhaul the subject component parts, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject aircraft for dangerous conditions that existed and/or were likely to exist in the subject aircraft, including but not limited to such dangerous condition relating to subject aircraft's engines, related component parts, oil pressure and/or pressurization system issues; and/or,
- c. failing to modify, service, and/or repair dangerous conditions that were known or likely to be known by Defendant IFC in the exercise of reasonable care; and/or,
- d. failing to warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions concerning and/or relating to Defendant IFC's assembly, overhaul, testing and/or inspection of the subject aircraft that were known and/or should have been known to Defendant IFC.

113. As a direct and proximate result of Defendant IFC'S negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

114. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the

Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant IFC for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT XI
NEGLIGENCE
JET SALES

115. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.

116. At all times material, Defendant JET SALES purchased and had the subject aircraft involved in this accident inspected, serviced, tested, repaired, and overhauled.

117. At all times material, Defendant JET SALES knew or in the exercise of reasonable care should have known that if component parts it had overhauled failed, it would create an unreasonable risk of harm to persons aboard the subject aircraft in which component parts were

installed.

118. At all times material, Defendant JET SALES was under a duty to use reasonable care, and/or exercise the highest degree of care in having the subject aircraft certified, assembled, installed, overhauled, modified, repaired, tested, and inspected.

119. At all times material, Defendant JET SALES breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to have the subject aircraft inspected, assembled, modified, tested, and overhauled properly, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject aircraft for dangerous conditions that existed and/or were likely to exist in the subject aircraft, including but not limited to such dangerous condition relating to the subject aircraft's engines, related component parts, oil pressure and/or pressurization system issues; and/or,
- c. failing to have modified, serviced, and/or repaired dangerous conditions that were known or likely to be known by Defendant JET SALES in the exercise of reasonable care; and/or,
- d. failing to warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions that were known and/or should have been known to Defendant JET SALES.

120. As a direct and proximate result of Defendant JET SALES's negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

121. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action under the Florida

Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant JET SALES for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

COUNT XII
NEGLIGENCE
HYPO

122. Plaintiff incorporates by reference and re-alleges here paragraphs 1 through 32, above.
123. At all times material, Defendant HYPO sold and had the subject aircraft involved in this accident inspected serviced, tested, repaired, and managed.
124. At all times material, Defendant HYPO knew or in the exercise of reasonable care should have known that if the inspection, service, testing, repair, and management of the subject aircraft failed to identify dangerous conditions, it would create an unreasonable risk of harm

to persons aboard the subject aircraft.

125. At all times material, Defendant HYPO was under a duty to use reasonable care, and/or exercise the highest degree of care in having the subject aircraft inspected, serviced, repaired, and managed.

126. At all times material, Defendant HYPO breached the aforementioned duties, and/or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. failing to have the subject aircraft inspected, serviced, tested, repaired and managed properly, so that the subject aircraft could be safely operated; and/or,
- b. failing to test and/or inspect the subject aircraft for dangerous conditions that existed and/or were likely to exist in the subject aircraft, including but not limited to such dangerous condition relating to subject aircraft's engines, related component parts, oil pressure and/or pressurization system issues; and/or,
- c. failing to have inspected, serviced, tested, repaired and managed modified the dangerous conditions that were known or likely to be known by Defendant HYPO in the exercise of reasonable care; and/or,
- d. failing to warn and/or advise pilots, passengers, owners/operators, and others, including JUAN CARLOS GONZALEZ-MEJIA of such dangerous conditions that were known and/or should have been known to Defendant HYPO.

127. As a direct and proximate result of Defendant HYPO's negligence, as described in the paragraphs above: (1) the right engine of the subject aircraft; (2) the replaced component parts including but not limited to the air cycle machine coalesce filter, main door seal, weather window seal assy, and pilot oxygen mask; (3) the pressurization system; and (4) the redundancies in place to warn of pressurization issues and dangerous conditions, all failed, causing the subject aircraft's accident and the death of JUAN CARLOS GONZALEZ-MEJIA.

128. Plaintiff, NORA PEREZ SALAZAR, individually, and as Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, brings this action

under the Florida Wrongful Death Act and/or whatever law this Court deems appropriate for all damages to which the Estate, may be entitled including, but not limited to:

- a. past and future pain and suffering of JUAN CARLOS GONZALEZ-MEJIA's surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- b. past and future loss of society, consortium, protection, companionship, instruction and guidance of JUAN CARLOS GONZALEZ-MEJIA to his surviving spouse, NORA PEREZ SALAZAR, from the date of injury;
- c. past and future loss of support and services in money or in kind from the date of injury;
- d. lost net accumulations; and,
- e. any other damages to which NORA PEREZ SALAZAR, individually, and on behalf of the Estate, may be entitled under applicable law.

WHEREFORE, NORA PEREZ SALAZAR, individually, and as the Personal Representative of the Estate of JUAN CARLOS GONZALEZ-MEJIA, deceased, demands judgment against Defendant HYPO for compensatory damages, costs, and such other relief this Court deems appropriate. NORA PEREZ SALAZAR further demands trial by jury of all issues triable as of right by jury.

DEMAND FOR JURY TRIAL

Plaintiff herein, demands a trial by jury on all issues triable.

Dated this 1st day of October, 2020.

Respectfully submitted,

LA LEY CON JOHN H. RUIZ, P.A.
2701 S. LeJeune Rd., 10th Floor
Miami, FL 33134
Telephone: (305) 614-2222

By: John H. Ruiz
JOHN H. RUIZ, ESQ.
Florida Bar No.: 928150
ALEXIS FERNANDEZ, ESQ.
Florida Bar No.: 1008230

JIMENEZ, HART & MAZZITELLI, LLP
7700 N. Kendall Drive
Suite 505
Miami, FL 33156
Telephone: (305) 548-8750

By: Gabriel Mazzitelli
GABRIEL D. MAZZITELLI, ESQ.
Florida Bar No.: 84467