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UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAI'I

NAOMI K. TEVES-VALDEZ,  
Individually and as Personal  
Representative of the Estate of  
ERIKA J. TEVES-VALDEZ,  
Deceased; MELISSA HESIA, as  
Personal Representative of the Estate  
of MATTHEW CHRISTOPHER  
HAIDER; TRACY RADER,  
Individually and as Personal  
Representative of the Estate of  
PATRICK JAMES RADER,

Plaintiffs,

vs.

SIKORSKY AIRCRAFT  
CORPORATION, a Foreign  
Corporation,

Defendants

CV \_\_\_\_\_

**COMPLAINT FOR WRONGFUL-  
DEATH, SURVIVAL,  
PERSONAL-INJURY, AND  
PUNITIVE DAMAGES**

**JURY TRIAL DEMANDED**

COMES NOW Plaintiffs NAOMI K. TEVES-VALDEZ, Individually and as Personal Representative of the Estate of ERIKA J. TEVES-VALDEZ, Deceased, MELISSA HESIA, as Personal Representative of the Estate of MATTHEW CHRISTOPHER HAIDER, TRACY RADER, Individually and as Personal Representative of the Estate of PATRICK JAMES RADER, who complain against Defendants, and each of them, and for Causes of Action alleges as follows:

**JURISDICTION AND VENUE**

1. As is hereinafter more fully set forth, the helicopter accident which gave rise to this lawsuit (“the subject accident”) satisfies the requirements for admiralty tort jurisdiction set forth in *Grubart v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 534 (1995) in that:

- a. The torts that caused the subject accident occurred and accrued upon and above the navigable waters of the Pacific Ocean within the territorial waters of the State of Hawai’i less than one marine league from the shores of the Island of Kauai in accordance with the principles set forth in *Lu Junhong v. Boeing*, 792 F.3d 805 (7<sup>th</sup> Cir. 2015);
- b. The subject accident had a potentially and indeed an actually disruptive impact on maritime commerce;
- c. At least one of the Defendants (in this case and related cases) was

engaged in activity substantially related to traditional maritime commerce activity, and;

d. The operation, mission, and activity of the helicopter involved in the subject accident comprised traditional maritime activity.

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1333.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) in that the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and lies between citizens of different States.

4. This action was filed on the law side of the Court under the "Saving-to-Suitors" clause, 28 U.S.C. §1333(1).

5. Venue is proper in this Court pursuant to 46 U.S.C. §30906(a) because Plaintiffs reside in Hawai'i. Venue is also proper under 28 U.S.C. § 1391(b)(2) in that the acts and omissions complained of herein occurred within the Federal Judicial District of Hawai'i, including the subject helicopter accident and related damages.

### **PARTIES**

6. Plaintiff NAOMI K. TEVES-VALDEZ is, and at all relevant times herein was, a citizen and resident of the State of Hawai'i. Plaintiff is also the spouse of ERIKA J. TEVES-VALDEZ, Deceased ("Decedent TEVES-VALDEZ") as that term is used in 46 U.S.C. §30302 and incorporated into general maritime law. Plaintiff TEVES-VALDEZ is the mother of Decedent TEVEZ-VALDEZ's two

minor children, as that term is used in 46 U.S.C. §30302 and incorporated into general maritime law. Plaintiff TEVES-VALDEZ is the Executor and duly designated “personal representative” of Decedent TEVES-VALDEZ’s Estate, as that phrase is used in 46 U.S.C. § 30302 and incorporated into general maritime law. Plaintiff TEVES-VALDEZ was also near the location of the subject helicopter accident when it occurred. She brings this action individually, on her own behalf, and in her capacity as Decedent TEVES-VALDEZ’s personal representative, for the benefit of all wrongful death and survivor action beneficiaries, including herself.

7. Decedent TEVES-VALDEZ, was born in March 1979. At all times material hereto, she was a citizen and resident of the State of Hawai’i and a “non-seafarer” as that term is used in *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199, 205 n. 2 (1996).

8. Decedent’s TELVES-VALDEZ’s beneficiaries include the following:

**A. Spouse:** Plaintiff TEVES-VALDEZ – Ms. TEVES-VALDEZ is a “Spouse” beneficiary as that term is used in 46 U.S.C. § 30302 as incorporated into general maritime law. She is also bringing this action individually, and as Personal Representative of the Estate of Erika J. Teves-Valdez, for the estate and on behalf of all beneficiaries.

**B. Son:** CTV was born in 2015, is the minor son of Decedent TEVES-

VALDEZ, and is a “Child” beneficiary as that term is used in 46 U.S.C. § 30302 and incorporated into general maritime law.

**C. Daughter:** ATV was born 2017, is the minor daughter of Decedent TEVES-VALDEZ and is a “Child” beneficiary as that term is used in 46 U.S.C. §30302 and incorporated into general maritime law.

**D. Father:** Stanford John Valdez is the father Decedent TEVES-VALDEZ and a “Parent” beneficiary as that term is used in 46 U.S.C. § 30302 and incorporated into general maritime law.

**E. Mother:** Yvonne Saballa is the mother of Decedent TEVES-VALDEZ and a “Parent” beneficiary as that term is used in 46 U.S.C. § 30302 and incorporated into general maritime law.

9. Plaintiff MELISSA HESIA is, and at all relevant times herein was, a citizen and resident of the State of Hawai’i. Plaintiff HESIA is the mother of Decedent MATTHEW CHRISTOPHER HAIDER’s (“Decedent HAIDER”) two minor children, KMH and DHM, and the Executor and duly designated “personal representative” of his Estate as that phrase is used in 46 U.S.C. § 30302 and incorporated into general maritime law.

10. Decedent HAIDER was born in May of 1978. At all times relevant hereto, he was a citizen and resident of the State of Hawai’i and a “non-seafarer” as that term is used in *Yamaha Motor Corp. v. Calhoun, supra*.

11. Decedent HAIDER's beneficiaries include the following:

**A. Spouse:** Roxanne Colleen Fox is Decedent HAIDER's widow and a "Spouse" beneficiary as that term is used in 46 U.S.C. § 30302 and incorporated into general maritime law.

**B. Son:** KMH was born in 2006, is Decedent HAIDER's and Plaintiff HESIA's minor son, and is a "Child" beneficiary as that term is used in 46 U.S.C. § 30302 as incorporated into general maritime law.

**C. Son:** DMH was born in 2008, is Decedent HAIDER's and Plaintiff HESIA's minor son, and is a "Child" beneficiary as that term is used in 46 U.S.C. § 30302 as incorporated into general maritime law.

**D. Mother:** Penny L. Haider is Decedent HAIDER's mother and a "Parent" beneficiary as that term is used in 46 U.S.C. § 30302 as incorporated into general maritime law.

12. Plaintiff TRACY RADER ("Plaintiff RADER") is, and at all relevant times herein was, a citizen and resident of the State of Hawai'i. Plaintiff is the surviving spouse of PATRICK JAMES RADER, Deceased ("Decedent RADER") as that term is used in 46 U.S.C. §30302 and incorporated into general maritime law. Plaintiff RADER is also the Executor and duly designated "personal representative" of Decedent RADER's Estate, as that phrase is used in 46 U.S.C. § 30302 and incorporated into general maritime law. She brings this action individually, on her

own behalf, and in her capacity as Decedent RADER's personal representative, for the benefit of all wrongful death and survival action beneficiaries, including herself.

13. Decedent RADER, was born July 29, 1966. At all times material hereto, he was a citizen and resident of the State of Hawai'i and a "non-seafarer" as that term is used in *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199, 205 n. 2 (1996).

14. Decedent's RADER's beneficiary is Plaintiff RADER. Ms. RADER is a "Spouse" beneficiary as that term is used in 46 U.S.C. § 30302 as incorporated into general maritime law. She is also bringing this action individually, for the Estate of PATRICK JAMES RADER, and on behalf of all beneficiaries.

15. At all times material hereto, Defendant SIKORSKY AIRCRAFT CORPORATION (hereinafter "SIKORSKY") was, and still is, a business corporation organized and existing under the laws of the State of Connecticut, and does significant and substantial business in the State of Hawai'i, among numerous others, as a helicopter designer, seller, type certificate holder, military contractor, supplier, component part seller, and having its principal place of business in Stratford, Connecticut. At all times relevant hereto, Defendant SIKORSKY is a proper party defendant for Plaintiffs' claims as alleged herein.

16. At all times material, Defendant SIKORSKY was in the business of developing, designing, manufacturing, distributing, and selling S-61N Amphibious Transport Helicopters, and their component parts, including but not limited to the

associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

17. At all times material, Defendant SIKORSKY did significant business in the State of Hawai'i, as a helicopter designer, seller, type certificate holder, contractor, supplier, component part seller.

18. Plaintiffs are informed and believe and thereon allege that, at all times relevant to this Complaint, SIKORSKY designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold components of S-61N Amphibious Transport Helicopters, including but not limited to the aircraft's primary pitch control servo, fore/aft servo input link, attachment bolts, nuts and securing cotter pin, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

19. Plaintiffs are informed and believe and thereon allege that, at all times relevant to this Complaint, SIKORSKY developed, designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold to Croman Corporation ("Croman"), an S-61N Amphibious Transport Helicopter, N615CK, including the aircraft's parts and components, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals (hereinafter "Subject Incident SIKORSKY S-61 Helicopter N615CK").

### **RELATED ACTIONS**



20. On January 12, 2024, Naomi Teves-Valdez, Mele Hesia and Tracy Rader filed a Complaint for Wrongful Death, Survival, Personal Injury, and Punitive Damages against the United States of America for alleged acts and omissions of the Navy. The Complaint also named Navy Contractor Croman Corporation as a defendant (“Hawaii Related Action 1”). The Hawaii Related Action 1, was filed in the United States District Court, District of Hawaii, and was assigned Case Number 1:24-cv-00018.<sup>1</sup>

### **GENERAL ALLEGATIONS**

21. Since before World War II, the U.S. Navy (“Navy”) has been employing ocean-going vessels in the traditionally maritime task of locating, recovering, transporting, and returning training and test torpedoes from and across navigable waters to Navy bases on shore. While the recovery and transportation of such torpedoes by ocean-going vessels continues to this day, during the years since World War II, the Navy has also employed amphibious helicopters (capable of flying over. landing upon and taking off from navigable water) to perform that traditionally maritime task.

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<sup>1</sup> On January 23, 2024, Plaintiff Maurice filed a Complaint for Wrongful Death, Survival, Personal Injury, and Punitive Damages against the United States of America for alleged acts and omissions of the Navy. The Complaint was also filed against Navy Contractor Croman (“Hawaii Related Action 2”). The Hawaii Related Action 2, was filed in the United States District Court, District of Hawaii, and was assigned Case Number 1:24-cv-00032. Plaintiff Maurice will likely be filing another separate action in this Court against SIKORSKY arising from the same accident.

22. Since at least 2009, the United States and the Navy have contracted Croman Corporation (“Croman”) to provide the Navy with SIKORSKY helicopters and a broad range of helicopter services in connection with the missions and operations the Navy performs at the Pacific Missile Range Facility (“PMRF”) on the Hawaiian Island of Kauai. PMRF is located on the Barking Sands Beach on the western shore of Kauai. The SIKORSKY helicopters and helicopter services Croman provided to the Navy under that contract (“the subject contract”) were based at PMRF’s Barking Sands Airport. That airport’s runways are located just inshore from, and parallel to, Barking Sands Beach. At some points, those runways lie no more than 50- to 100-feet from the Pacific Ocean. The services Croman performs under that subject contract with their SIKORSKY helicopters include, but are not limited to:

- a. Recovering submarine targets;
- b. Clearing vessels and sea life from offshore test zones before mine drops and weapons practice;
- c. Transporting military personnel to and from naval vessels; and,
- d. Locating and retrieving mobile targets towed by MK 46 and MK 50 torpedoes.



*A SIKORSKY S-61N Helicopter with a Torpedo in Its Recovery Basket.*

23. The MK 46 and MK 50 torpedoes described in Paragraph 13 hereinabove are typically launched into the Pacific Ocean, whence they tow mobile targets that are used for weapons' practice by maritime defense systems located in all environmental spheres, including underwater, on the surface, in the air, and in orbit. The SIKORSKY helicopters Croman supplies to the Navy under the subject contract perform missions that have been traditionally entrusted to "vessels," as that term is defined in 1 U.S.C. § 3, and are thus regularly required to travel to recovery points up to 100 nautical miles offshore, remain on station (maneuvering out of ground effect) for an hour or more, grapple and retrieve spent torpedoes, and then return those torpedoes to shore. After locating the torpedoes, Croman's helicopters typically grapple and retrieve them from the water with a cone-shaped recovery basket that is suspended from the belly of the helicopter by long cables (see photo above). The helicopter then returns to base with the torpedo hanging below it, as depicted in the image above.

24. The typical external-sling load for the torpedo-recovery missions described in Paragraph 14 hereinabove, including the one that was being conducted

at the time of the subject accident (“the accident mission”), was approximately 3,250 pounds and was composed of a long buoyant line, a cone-shaped recovery basket, and a recovered torpedo.

25. In light of the extensive, offshore flight operations called for by the subject contract, the Navy required Croman to equip each of its helicopters with Coast Guard approved life preservers or personal flotation devices for all occupants on all flights over the water, life rafts equipped with signal and navigation lights, a pyrotechnic signaling device, an emergency locator beacon, and many other high-seas, survival-related items. The subject contract also required Croman’s helicopters to be equipped either with emergency aircraft flotation gear (commonly called pop-out floats) or standard flotation gear (fixed floats).

26. The SIKORSKY S-61N helicopters that Croman designated for use under the subject contract were amphibious and capable of landing on, floating upon, and taking off from navigable water. The helicopter Croman deployed on the accident mission (“the accident helicopter”), N615CK, was a SIKORSKY S-61N. The FAA-issued Type Certificate for the S-61N states that this model is an “Amphibious Transport Helicopter.” In order to land upon and takeoff from the water, the S-61N is specially equipped with vessel-like design features including a seaworthy underbody or “hull,” floats or “sponsons” extending out from that hull to provide additional flotation and stability in the water, and a modified tail or after

pylon designed to increase tail-rotor clearance above the water. In addition to the minimum crew of two pilots, the SIKORSKY S-61N FAA-approved Type Certificate specifies a maximum passenger capacity of 39.

27. On February 22, 2022, the day of the accident, the Navy directed Croman to dispatch one of the S-61 N helicopters based at PMRF on a training mission to locate, grapple, and recover a torpedo out on the Pacific Ocean in the manner described hereinabove, and then transport that torpedo back to base. Croman assigned SIKORSKY S-61N, Registration No. N615CK, the accident helicopter, to that mission.



*The accident helicopter N615CK.*

28. The crew of the accident helicopter on February 22, 2022, included pilot Daniel Maurice, co-pilot Patrick Rader, and operation specialists Erika J. Teves-Valdez and Mathew Haider. All four were aboard at the time of the subject accident.

29. According to ADS-B tracking data, the accident helicopter took off

from PMRF shortly after 9:00 a.m. and flew to a site in the Pacific Ocean, 44 miles north/northwest of Kauai, to locate, grapple, and retrieve a target torpedo. ADS-B recorded the track of the flight path, including outbound and inbound legs. ADS-B data reveals that over 99% of this flight was over the Pacific Ocean.



*ADS-B track data for N615CK, reflecting outbound, and inbound tracks.*

30. At approximately 10:20 a.m., as the helicopter approached shore very close to the drop-off location, it was flying about 280 feet above the water. It then began a shallow left turn to maneuver north into the prevailing wind. That turn stopped as the helicopter reached a northeasterly direction. At that time, as reported

by multiple witnesses who were located near the accident site, the helicopter pitched nose first nearly straight down and crashed into the ground in a near-vertical attitude. The helicopter exploded on impact and burst into flames. All four persons on-board tragically died. As discussed below, the accident became inevitable while the helicopter was flying over the Pacific Ocean, above the territorial waters of the State of Hawai'i.

31. Post-accident investigation discovered that the rod end of the fore/aft servo input link had become partially disconnected from the clevises due to a backing out of the attachment bolt. The bolt's nut and securing cotter pin were missing and were never located. Evidence indicated that the bolt did not exhibit any fractures or deformation, and its threads did not exhibit unusual wear or strip marks. The attaching hardware backed out of its normally installed position during the accident flight due to the absence of its nut and cotter pin. This most likely occurred gradually, while N615CK was flying over the Pacific Ocean, and the nut most likely fell off during the flight before the crash while the helicopter was over territorial waters within one marine league from shore. The result was that the helicopter lost all flight control seconds before falling nose first out of the sky. After the fore/aft servo input link became disconnected, there was nothing the pilots could do to avoid or prevent the accident. The pilots who were in radio contact with local air traffic control, did not report any issues before the accident.



*N615CK Fore/Aft Primary Servo At Input Clevis Link, After The Accident.*

32. Further post-accident investigation determined that the last maintenance performed by Croman related to the fore/aft primary servo was on December 28, 2021, when the servo was re-installed. Since that time up until the incident date, N615CK flew approximately 7.5 hours. The incident flight involved approximately 1.2 hours flight time until the incident. During this combined flight time more than 98% of the time N615CK flew over the Pacific Ocean, which is where the attaching hardware backed out of its normally installed position causing the incident. As hereinabove more fully appears, the helicopter was also over the Pacific Ocean, in the territorial waters of the State of Hawai'i, during the incident flight, when it became inevitable that the crash was going to occur.

33. In investigating how the attaching hardware failed, it was discovered that the rod end of the fore/aft servo input link had become partially disconnected from the clevises due to backing out of the attachment bolt.



34. Normally, the attachment bolt is secured at one end with a nut and a cotter pin. The nut keeps the bolt tight in its position and the cotter pin prevents the nut from unscrewing from the attachment bolt. This means that the cotter pin is a single point of failure. If it fails, or is missing, the nut and bolt can work themselves out of their secure position and cause the fore/aft servo to fail, which is a critical flight control system. This type of failure can, and did, have catastrophic consequences.

35. Evidence indicated that the bolt did not exhibit any fractures or deformation, and its threads did not exhibit unusual wear or strip marks. The bolt backed out of its normally installed position during the accident flight due to the absence of its nut and cotter pin. This occurred while N615CK was flying over the Pacific Ocean during more than 99% of the flight. During that flight the accident became inevitable while N615CK was flying over the Pacific Ocean.

36. The nut and cotter system design contains a **single-point catastrophic failure mode**, allowing for disastrous consequences when only one element of the system fails, such as the cotter pin.. Here, the attaching hardware was designed without two separate locking devices. While the cotter pin is one locking device, there was no backup locking device needed to keep the bolt properly set and secure in the clevis link if the cotter pin failed or was not installed. This flight safety critical component part should have been designed with two separate locking devices, which would have allowed for continued safe flight in the event of cotter pin failure. This

single-element failure mode should not be designed into this critical flight component system, regardless of any failure probability.

37. Plaintiffs are informed and believe and thereon allege that at all times relevant to this Complaint, when the Subject Incident SIKORSKY S-61 Helicopter N615CK was developed, designed, manufactured, tested, inspected, approved, distributed and/or sold, it was defective and not fit for safe operation.

38. Plaintiffs are informed and believe and thereon allege that at all times relevant to this Complaint, when the Subject Incident SIKORSKY S-61 Helicopter N615CK component parts, including the aircraft's fore/aft servo input link, attachment bolts, nuts and securing cotter pin were designed, manufactured, tested, inspected, approved, distributed and/or sold, they were defective and not fit for safe operation.

39. Plaintiffs are informed and believe and thereon allege that at all times relevant to this Complaint, when the Subject Incident SIKORSKY S-61 Helicopter N615CK, component parts, and associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals were designed, manufactured, tested, inspected, approved, distributed and/or sold, they were defective and not fit for safe operation.

40. At all times before the accident, a practicable alternative design should have been implemented and mandated, which would have prevented this accident, such

as implementing a safety wire securing method to keep the nut attached to the bolt.

41. Defendant SIKORSKY is the S-61N designer and manufacturer and is responsible for the safety of the S-61N helicopter, including N615CK, because SIKORSKY had a duty to design and manufacture a safe aircraft, and a duty to ensure that the original design and aircraft continued to be safe to operate and was airworthy, including making design changes to prevent catastrophic accidents like this accident. SIKORSKY had a duty to warn of unsafe, dangerous conditions. They also had a duty to issue proper maintenance instructions and procedures that were safe, thorough, and sufficient and to update safety information when needed. As set forth below, these duties (and others) were breached by SIKORSKY, causing the underlying accident.

### **APPLICABLE LAW**

42. Plaintiffs herewith refer to, and by that reference incorporates as though fully set forth herein, each and every allegation set forth in the above paragraphs.

43. This case arises under the General Maritime Law of the UNITED STATES as handed down in *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375 (1970), *Sea-Land Services v. Gaudet*, 414 U.S. 573 (1974), *Norfolk Shipbuilding & Drydock Corp. v. Garris*, 532 U.S. 811 (2001), *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996), and *East River S.S. Corp. v. Transamerica Deval*, 476 U.S. 858 in that:

- a. The action arose with in admiralty tort jurisdiction is more fully appears in Paragraph 1(a) – (d), and;
- b. “With admiralty jurisdiction comes the application of substantive admiralty law.” East River, 476 U.S. at 864; Yamaha, 516 U.S. at 206.

44. While on the subject flight and at the time of the accident, the decedent was a “non-seafarer” within the meaning of *Yamaha*, 516 U.S. at 215.

45. This Court has subject matter jurisdiction over this action on the law side of district court under 28 U.S.C. § 1332(a)(1) and the “savings to suitors” clause set forth in 28 U.S.C. § 1333(1).

46. These Causes of Action in this complaint arise under the General Maritime Law of the United States, as supplemented by the Law of the State of Hawaii under *Yamaha*, 516 U.S. at FI199 (1996).

### **FIRST CAUSE OF ACTION**

*(Wrongful Death & Survival – Products Liability: Strict Liability)*

47. The allegations of all paragraphs above are incorporated into this cause of action as if repeated verbatim.

48. As herein more fully appears, this Cause of Action arises under *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375 (1970), *Sea-Land Services v. Gaudet*, 414 U.S. 573 (1974), *Norfolk Shipbuilding & Drydock Corp. v. Garris*, 532 U.S. 811 (2001), and the General Maritime Law of the United States, as

supplemented by the Law of the State of Hawai'i under *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996). Further, this cause of action arises under Hawai'i products liability law and in particular *Tabieros v. Clark Equip. Co.*, 85 Haw. 336, 354, 944 P.2d 1279, 1297 (1997) (To establish a prima facie claim for strict products liability under Hawaii law, the plaintiff has the burden "to prove (1) a defect in the product which rendered it unreasonably dangerous for its intended or reasonably foreseeable use; and (2) a causal connection between the defect and [the] plaintiff's injuries") and *Stewart v. Budget Rent-A-Car Corp.*, 52 Haw. 71, 75, 470 P.2d 240, 243 (1970). SIKORSKY is liable pursuant to *East River*, 476 U.S. at 866 and Section 402(a) Restatement of Torts (Second).

49. Defendant SIKORSKY was, that at the time of the incident, and continues to be, in the business of developing, designing, manufacturing, distributing, and selling S-61N Amphibious Transport Helicopters, and their component parts, including but not limited to the associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

50. At all times relevant herein, SIKORSKY was engaged in the business of one or more of the following: designing, manufacturing, assembling, marketing, testing, certifying, supplying, selling, and delivering aircraft, aircraft parts, and drafting and disseminating maintenance instructions, guidelines, standards, warnings, cautions, service alerts, and service bulletins, concerning the

airworthiness, maintenance, and continued airworthiness, for all S-61 helicopters, including for the subject aircraft N615CK. SIKORSKY is responsible for the defects and unsafe conditions in N615CK, including the unreasonably dangerous flight controls, including the primary pitch control servo.

51. Plaintiffs are informed and believe and thereon allege that, at all times relevant to this Complaint, SIKORSKY designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold components of S-61N Amphibious Transport Helicopters, including but not limited to the aircraft's the primary pitch control servo, fore/aft servo input link, attachment bolts, nuts and securing cotter pin, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

52. SIKORSKY developed, designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold to Croman, the Subject Incident SIKORSKY S-61 Helicopter N615CK, including the aircraft's parts and components, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

53. SIKORSKY developed, designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's flight controls, including., the primary pitch control servo, the fore/aft

servo input link, attachment bolts, nuts and securing cotter pin, in such a way that left them in a defective condition, unreasonably dangerous to the user or consumer.

54. The Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, expected to and did reach the users of the aircraft, including the pilot and passengers at the time of the Subject Incident, without substantial change in the condition in which they were sold.

55. When SIKORSKY placed the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, the aircraft and its components were in a defective condition unreasonably dangerous for their intended use in the way they were designed and manufactured, and/or in their instructions and/or warnings.

56. When SIKORSKY placed the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, SIKORSKY failed to incorporate a reasonable alternative design that would have remedied or eliminated the defective conditions.

57. When the S-61 helicopter, including the incident aircraft N615CK and

its primary pitch control servo, left possession of SIKORSKY, it was in a defective condition and was unreasonably dangerous by virtue of its design, manufacture, maintenance inspections, and procedures, and accompanying warnings, or lack thereof, when used as intended or misused in a reasonably foreseeable manner. SIKORSKY knew N615CK was, in fact purchased and used without inspection for these defects by the aircraft owners, operators, users, and maintenance providers of the aircraft. N615CK, including its primary pitch control servo, are defective products as that term is used in *East River*, 476 U.S. at 865, leaving SIKORSKY strictly liable in tort.

58. N615CK, including its primary pitch control servo, lacked sufficient instructions, maintenance procedures, and warnings of the potential safety risks presented by the design and manufacturing defects. These safety risks were known or should have been known in light of knowledge accepted in the aviation manufacturing community at the time of design, marketing, manufacture, distribution, testing, inspection, sale, and/or placement into the stream of commerce. These safety risks presented a substantial danger to foreseeable users of N615CK when it was used or misused in an intended or reasonably foreseeable way. These safety risks would not have been recognized by ordinary consumers. Despite these potential safety risks, Defendants failed to adequately warn, instruct, or provide safe maintenance procedures to avoid these safety risks.



59. At the time of the crash, the Subject Incident SIKORSKY S-61 Helicopter N615CK, was being used in a matter as intended by SIKORSKY.

60. At all relevant times, the subject helicopter and its component parts, were being operated by Croman and used for the purposes for which it was manufactured, designed, inspected, sold, and intended to be used, and in a manner reasonably foreseeable to SIKORSKY.

61. The Subject Incident SIKORSKY S-61 Helicopter N615CK including its primary pitch control servo, was defective in design because it did not perform as safely as an ordinary consumer would have expected it to perform when used or misused in an intended or reasonably foreseeable way.

62. A defective and unsafe condition in the subject aircraft existed in that the design of the S-61, including the subject aircraft, and its primary pitch control servo, including the bolt, nut, and cotter pin, is unreasonably dangerous and, when in use, creates an unreasonable risk of harm to S-61 aircraft occupants. Furthermore, SIKORSKY failed to issue proper, safe, and adequate guidelines, instructions, cautions, and warnings related to the maintenance of the subject primary pitch control servo, including the use of component parts and reassembly. SIKORSKY failed to meet obligations related to the continuing airworthiness of the S-61's primary pitch control servo. This failure made the subject aircraft not reasonably safe as designed and/or not reasonably safe because adequate warnings and

instructions were not provided. An alternative design would have been practical and feasible, which would have had a nominal, if any, burden as opposed to the great risk of harm to S-61 aircraft occupants by not incorporating such designs, instructions, and/or warnings changes.

63. There was a significant and foreseeable risk of serious harm to those flying in and operating such aircraft, including the Plaintiffs, which was known or should have been known, which rendered existing design and instructions and warnings inadequate. Safe and adequate instructions and warnings should have been provided throughout the life of the accident aircraft up through the time of the incident.

64. SIKORSKY's failure to implement the reasonable alternative design and the defects in the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, directly and proximately caused the fatal injuries of Decedents.

65. SIKORSKY is strictly liable for all damages resulting from the February 22, 2022, accident of the subject aircraft pursuant to general maritime law and as supplemented by Hawaii Law in that the subject aircraft was not reasonably safe as designed, and was not reasonably safe because adequate instructions and warnings were not provided throughout the life of the incident aircraft up to the time

of the accident

66. As a direct, proximate, and legal result of the hereinabove alleged delicts of Defendants, and each of them, the Subject Incident SIKORSKY S-61 Helicopter N615CK was caused to tragically crash and burn, taking the life of Decedent and three others on board.

67. SIKORSKY is strictly liable to the Plaintiffs for all the fatal injuries that decedents suffered prior to their deaths.

68. By placing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, SIKORSKY also assumed a duty of care to design, manufacture and warn/instruct on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components in such a way that to avoid defective and unreasonably dangerous conditions that could foreseeably threaten the safety of users, including Decedents.

69. SIKORSKY is vicariously liable for the tortious acts or omissions of their employees and/or agents acting in the course of their employment, or acting with such authority, that may have contributed to the incident.

WHEREFORE, Plaintiffs were damaged as herein set forth, and pray judgement against Defendants, and each of them.

**SECOND CAUSE OF ACTION**

*(Wrongful Death & Survival – Negligence and Products Liability: Negligence)*

70. The allegations of all paragraphs above are incorporated into this cause of action as if repeated verbatim.

71. As hereinabove and hereinafter more fully appears, this Cause of Action arises under *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375 (1970), *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199, 211 (1996), *Davis v. Bender Shipbuilding and Repair Co.*, 27 F.3d 426, 430 (9th Cir. 1994), *Koirala v. Thai Airways International, Ltd.*, 126 F.3d 1205, 1212 (9th Cir. 1997), and the General Maritime Law of the UNITED STATES, as supplemented by the Law of the State of Hawaii under *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996).

72. By placing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, SIKORSKY owed and also assumed a duty of care to design, manufacture and warn/instruct on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components in such a way that to avoid defective and unreasonably dangerous conditions that could foreseeably threaten the safety of users, including Decedent.

73. It was foreseeable that the defective manufacturing of the pitch control

servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin could result in the crash of an aircraft on which they were installed, which would foreseeably result in serious bodily injury or death of the users of that aircraft.

74. It was foreseeable that the defective design of the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, could result in the crash of an aircraft on which they were installed, which would foreseeably result in serious bodily injury or death of the users of that aircraft.

75. It was foreseeable that the defective warn/instruct on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, could foreseeably result in serious bodily injury or death of the users of that aircraft.

76. SIKORSKY breached its duty of due care by designing, manufacturing and/or warning/instructing on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, including the following acts/omissions:

- a. Failing to properly manufacture and/or assemble the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment

bolts, nuts and securing cotter pin; and / or;

b. Failing to properly perform repairs and/or inspections on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, and / or;

c. Failing to properly test the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, and / or;

d. Failing to properly perform other services on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, and / or;

e. Improperly certifying that the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, were properly manufactured, assembled, and/or tested, and airworthy and fit for flight; and/or

f. Failing to properly instruct, provide guidance, warnings or training in relation to the work done on the Subject Incident SIKORSKY S-

61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or

g. Failing to detect, correct and warn about dangerous and unsafe conditions causing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, to be unairworthy and/or otherwise unsafe on and prior to the incident; and/or

h. Failing to select proper components for the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or

i. Failing to incorporate a reasonable alternative design into the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or

j. Causing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin to be unairworthy.

78. As a direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Plaintiffs' Decedents were placed in great fear for their lives and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish and physical pain, and continued to suffer such pain and anguish until they each died. They have also suffered damages as more fully set forth herein.

WHEREFORE, Plaintiffs were damaged as herein set forth and pray judgment against Defendants and each of them.

### **THIRD CAUSE OF ACTION**

*(Wrongful Death & Survival – Breach of Express and Implied Warranties)*

79. The allegations of paragraphs one through forty-three are incorporated into this cause of action as if repeated verbatim.

80. At all times relevant to this cause of action, SIKORSKY was a merchant of the subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin.

81. At the time and place of sale, distribution and supply of the Subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, SIKORSKY expressly represented and warranted that the Subject S-61 Helicopter



N615CK, its parts and components were safe, operable, and fit for their intended purpose on aircraft engines, were of marketable quality, and that they did not possess dangerous attributes.

82. At the time of purchase from SIKORSKY, the Subject S-61 Helicopter N615CK, its parts and components were not in a merchantable condition and SIKORSKY breached its expressed warranties, in that the Subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin:

- a. Were designed in such a manner so as to be prone to failure;
- b. Were designed in such a manner so as to result in an unreasonably high risk of failure;
- c. Were manufactured in such a manner so that they were inadequately, improperly and inappropriately assembled, inspected and/or tested, causing them to fail and ultimately leading to a failure in flight.

83. At all times to this cause of action, SIKORSKY also designed, manufactured, distributed, advertised, promoted and sold the Subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin.

84. At all relevant times, SIKORSKY intended its products, including the Subject S-61 Helicopter N615CK, its parts and components to be used in the manner

that they were being used on the day of the Incident.

85. At all relevant times, SIKORSKY impliedly warranted its products, including the Subject S-61 Helicopter N615CK, its parts and components, to be of merchantable quality, safe and fit for the use for which SIKORSKY intended them and for which they were in fact being used.

86. SIKORSKY breached its implied warranties as follows:

a. SIKORSKY failed to provide a warning or instruction and/or an adequate warning or instruction which a manufacturer exercising reasonable care would have provided concerning the risks associated with the product, in light of the likelihood that its S-61 Helicopter, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, would cause harm;

b. SIKORSKY designed, manufactured and/or sold its products, including the Subject S-61 Helicopter N615CK, its parts and components, and said components did not conform to representations made by SIKORSKY when they left SIKORSKY control;

c. SIKORSKY designed, manufactured and/or sold its products, including the Subject S-61 Helicopter N615CK, its parts and components, which were more dangerous than an ordinary consumer would expect when used in an intended or reasonably foreseeable manner, and the

foreseeable risks associated with the component parts design or manufacture exceeded the benefits associated with that design. These defects existed at the time the products left SIKORSKY control; and

d. SIKORSKY designed, manufactured and/or sold its products, including the Subject S-61 Helicopter N615CK, its parts and components, when they deviated in a material way from the design specification, quality control criteria and/or performance standards and these defects existed at the time the Subject S-61 Helicopter N615CK, its parts and components left SIKORSKY's control.

87. Further, SIKORSKY's marketing of its Subject S-61 Helicopter N615CK, its parts and components, was false and misleading.

88. The consumers and users of the Subject S-61 Helicopter N615CK, its parts and components relied upon SIKORSKY's representations regarding its products.

89. SIKORSKY's Subject S-61 Helicopter N615CK, its parts and components were unfit and unsafe for use by users as they posed an unreasonable and extreme risk of injury to persons using said products, and accordingly SIKORSKY breached its expressed warranties and the implied warranties associated with the products.

90. The foregoing warranty breaches were a substantial factor in causing

the Incident and the fatal injuries suffered Decedents before their death, and caused the damages as herein set forth.

#### **FOURTH CAUSE OF ACTION**

(Plaintiff NAOMI K. TEVES-VALDEZ: *Negligent Infliction of Emotional Distress*)

91. Plaintiffs herewith refer to and by that reference incorporates all paragraphs above, as though fully set forth herein, each and every allegation hereinabove.

92. As hereinabove and hereinafter more fully appears, this Cause of Action arises under *Plaisance v. Texaco, Inc.*, 937 F.2d 1004, 1009 (5th Cir. 1991); *Nelsen v. Research Corp. of the Univ. of Hawaii*, 805 F.Supp. 837, 849 (D.Haw. 1992); *Fawkner v. Atlantis Submarines, Ltd.*, 135 F.Supp.2d 1127 (D.Haw. 2001), and the General Maritime Law of the UNITED STATES, as supplemented by *Leong v. Takasaki*, 55 Haw. 398, 520 P.2d 758 (1974), and otherwise by the Law of the State of Hawai'i, under *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996).

93. At all times material hereto, Plaintiff NAOMI K. TEVES-VALDEZ was present at PMRF at the time of the accident, and in or near the zone of danger.

94. As a further direct, proximate, and legal result of the hereinabove alleged delicts of Defendants, and each of them, Plaintiff NAOMI K. TEVES-VALDEZ was a horrified and shocked witness to the events that caused the death of her spouse, which events and injuries have naturally, foreseeably, demonstrably, and

inevitably caused, and will continue to cause her serious and permanent, mental, emotional, and nervous pain, distress, and suffering, all to her general damage in an amount to be determined by the time of trial.

95. Plaintiff NAOMI K. TEVES-VALDEZ prays judgment against Defendants and each of them, for negligent infliction of emotional distress, and as is herein more fully set forth.

### **DAMAGES**

96. ERIKA J. TEVES-VALDEZ was only 42 years old on the date of her death. Prior to her death, she was an adult person in good physical and mental health and condition and was a loving and supportive spouse, mother, and daughter. As a direct, proximate, and legal result of her death, her surviving spouse, Plaintiff NAOMI K. TEVES-VALDEZ, their minor children, and Decedent's parents, and each of them, have suffered and will continue to suffer the permanent loss of Decedent's care, comfort, services, guidance, advice, example, nurture, gifts, support including financial support, household services, and inheritance all to their pecuniary damage in an amount to be determined at the time of trial.

97. As a direct, proximate, and legal result of the death of Decedent ERIKA J. TEVES-VALDEZ, her surviving spouse Plaintiff NAOMI K. TEVES-VALDEZ, their minor children, and Decedent's parents, and each of them, have suffered and will continue to suffer the permanent loss of Decedent's love, affection, devotion,

society, care, and consortium all to their non-pecuniary damage in an amount to be determined at the time of trial.

98. Just as the within cause of action arose in his favor, ERIKA J. TEVES-VALDEZ, who would have been a Plaintiff in this action had she lived, died as is hereinabove more fully alleged. As a direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, ERIKA J. TEVES-VALDEZ was placed in great fear for her life and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish and physical pain, and continued to suffer such pain and anguish until she died.

99. As a further direct and proximate result of NAOMI K. TEVEZ-VALDEZ's death, her surviving spouse Plaintiff NAOMI K. TEVES-VALDEZ, their minor children, and Decedent's parents, and each of them, have suffered and will continue to suffer the grief and distress over Decedent's untimely death, for which they are entitled to compensation under Chapter 663, HRS, including but not limited to hedonic damages ("loss of enjoyment of life") pursuant to HRS § 663-8.5, and other applicable law, in an amount to be determined at the time of trial.

100. Plaintiff HESIA's Decedent, MATTHEW CHRISTOPHER HAIDER, was only 44 years old on the date of his death. Prior to his death, he was an adult person in good physical and mental health and condition and was a loving and supportive spouse, father, and son. As a direct, proximate, and legal result of his

death, his surviving spouse, minor children, mother, and each of them, have suffered and will continue to suffer the permanent loss of his care, comfort, services, guidance, advice, example, nurture, gifts, support including financial support, household services, and inheritance all to their pecuniary damage in an amount to be determined at the time of trial.

101. As a further direct, proximate, and legal result of the death of MATTHEW CHRISTOPHER HAIDER, his surviving spouse, children, mother, and each of them, have suffered and will continue to suffer the permanent loss of his love, affection, devotion, society, care, and consortium all to their non-pecuniary damage in an amount to be determined at the time of trial.

102. Just as the within cause of action arose in his favor, MATTHEW CHRISTOPHER HAIDER, who would have been a Plaintiff in this action had he lived, died as is hereinabove more fully alleged. As a direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, MATTHEW CHRISTOPHER HAIDER was placed in great fear for his life and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish and physical pain, and continued to suffer such pain and anguish until he died.

103. As a further direct and proximate result of MATTHEW CHRISTOPHER HAIDER's death, his surviving spouse, minor children, mother, and each of them, have suffered and will continue to suffer the grief and distress

over his untimely death, for which they are entitled to compensation under Chapter 663, HRS, including but not limited to hedonic damages (“loss of enjoyment of life”) pursuant to HRS § 663-8.5, and other applicable law, in an amount to be determined at the time of trial.

104. Plaintiff RADER’s Decedent, PATRICK JAMES RADER, was only 55 years old on the date of his death. Prior to his death, he was an adult person in good physical and mental health and condition and was a loving and supportive spouse. As a direct, proximate, and legal result of his death, his surviving spouse has suffered and will continue to suffer the permanent loss of his care, comfort, services, guidance, advice, example, nurture, gifts, support including financial support, household services, and inheritance all to her pecuniary damage in an amount to be determined at the time of trial.

105. As a further direct, proximate, and legal result of the death of PATRICK JAMES RADER, his surviving spouse has suffered and will continue to suffer the permanent loss of his love, affection, devotion, society, care, and consortium all to their non-pecuniary damage in an amount to be determined at the time of trial.

106. Just as the within cause of action arose in his favor, PATRICK JAMES RADER, who would have been a Plaintiff in this action had he lived, died as is hereinabove more fully alleged. As a direct and proximate result of the hereinabove



alleged delicts of the Defendants, and each of them, PATRICK JAMES RADER was placed in great fear for his life and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish and physical pain, and continued to suffer such pain and anguish until he died.

107. As a further direct and proximate result of PATRICK JAMES RADER's death, his surviving spouse has suffered and will continue to suffer the grief and distress over his untimely death, for which they are entitled to compensation under Chapter 663, HRS, including but not limited to hedonic damages ("loss of enjoyment of life") pursuant to HRS § 663-8.5, and other applicable law, in an amount to be determined at the time of trial.

108. Plaintiffs pray judgement against Defendants, and each of them, for negligence as is herein more fully set forth.

### **VICARIOUS LIABILITY**

109. SIKORSKY is vicariously liable for the acts and omissions of its personnel, employees, and agents, as alleged herein for all causes of action under *respondeat superior* and agency law.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as follows:


A. That judgment be entered in Plaintiffs favor and against all the

Defendants, and each of them, awarding:


1. Pecuniary damages for the wrongful deaths of all Plaintiffs' Decedents.
  2. Non-pecuniary damages for the wrongful death of all Plaintiffs' Decedents.
  3. Survival damages for all Plaintiffs' Decedents conscious pre-death pain and suffering;
  4. Survival damages for all Plaintiffs' Decedent's hedonic loss of the enjoyment of life;
  5. General damages for all Plaintiffs and all beneficiaries physical, mental, emotional, and nervous, pain, suffering, and distress;
  6. Prejudgment and post-judgment interest, including pursuant to 46 U.S.C. §30911(a);
  7. Costs and expenses of suit;
  8. All emotional distress and related damages to Plaintiff NAOMI K. TEVES-VALDEZ arising from her being present at the location of the accident.
  9. Just and proper relief and remedy for Defendants permanent destruction, disposal and spoliation of the helicopter wreckage;
- B. For such other and further relief as the Court may deem proper.

Dated: February 20, 2024

AVIATION LAW GROUP PS  
Attorneys for Plaintiff NAOMI K. TEVES-  
VALDEZ

By:   
\_\_\_\_\_  
ROBERT F. HEDRICK  
HSBA #010479

O'CONNELL & ASSOCIATES  
ATTORNEYS FOR PLAINTIFF MELISSA  
HESIA

By:   
\_\_\_\_\_  
s/s John O'Connell (Feb 20, 2024 15:08 EST)  
JOHN T. O'CONNELL  
HSBA # 010715

MIYASHITA & OSTEEN, LLLC  
Attorneys for Plaintiff TRACY RADER

By:   
\_\_\_\_\_  
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# Sikorsky Complaint 2.20.24 - FINAL

Final Audit Report

2024-02-20

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