

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FILED  
2025 OCT 14  
KING COUNTY  
SUPERIOR COURT CLERK

CASE #: 25-2-30195-8 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

Park, Soo-yong<sup>1</sup> as Personal Representative of the Estate of Decedent Ko, Tae-yeun and individually; and as next of friend of his minor child P.S.E.

Kim, Dae-kyu as Personal Representative of the Estate of Decedent Jung, Hee-jin and individually; and as next friend of his minor child K.Y.K.; Jung, Sun-sik individually; and Oh, Young-min individually.

Yoo, Jeong-im as Personal Representative of the Estate of Decedent Yeo, Chae-young and individually; and Yeo, Hyeung-ku individually.

Kim, Noh-young as Personal Representative of the Estate of Decedent Kim, Se-hyun; Yoo, Jeong-im individually; Yeo,

**25-2-30195-8 SEA**

No.  
**SUMMONS**

<sup>1</sup> Koreans write their family names first followed by their given names separated by a dash. Only the first letter of the given names is capitalized. By simply inserting a comma after the first, family name, it reads correctly in both languages. Plaintiffs will follow this pattern throughout this litigation.

1 **Hyeung-ku** individually; **Kim,**  
2 **Joung-nam** individually; and  
3 **Choi, Hyoun-sook** individually.

4 **Yoo, Jeong-im** as Personal  
5 Representative of the Estate of  
6 **Decedent Kim, Da-som** and  
7 individually. **Yeo, Hyeung-ku**  
8 individually. **Kim, Jeong-nam**  
9 individually. **Choi, Hyoun-sook**  
10 individually.

11 **Kim, Noh-young** as Personal  
12 Representative of the Estate of  
13 **Decedent Kim, Seul-kee; Kim,**  
14 **Jeong-nam** individually; and  
15 **Choi, Hyoun-sook** individually.

16 **Lee, Mi-jeong** as Personal  
17 Representative of the Estate of  
18 **Decedent Lee, Jae-hyeok** and  
19 individually; and **Lee, Jeong-**  
20 **geun** individually.

21 **Lee, Jeong-bok** as Personal  
22 Representative of the Estate of  
23 **Decedent Lee, Min-ju** and  
24 individually; and **Jung, Hyeon-**  
25 **kyung** individually.

26 **Baek, Seong-cheoul** as  
27 Personal Representative of the  
28 Estate of **Decedent Kim, Jung-**  
29 **hee** and individually.

30 **Kim, Dae-hyun** as Personal  
31 Representative of the Estate of  
32 **Decedent Kim, Hyun-hee** and  
33 individually.

34 **Choi, Wan-tae** as Personal  
35 Representative of the Estate of  
36 **Decedent Choi, Seo-hee** and

1 individually; and **Hwang, Keum-**  
2 **ran** individually.

3 **Son, Ju-taeg** as Personal  
4 Representative of the Estate of  
5 **Decedent Son, Chang-kook** and  
6 individually; and **Lee, Kyoung-im**  
7 individually.

8 **Kwon, Min-young** as Personal  
9 Representative of the Estate of  
10 **Decedent Kwon, Ju-ha** and  
11 individually; **Kwon, Jae-young**  
12 individually; and **Kwon, Seok-jun**  
13 individually.

14 **Kwon, Min-young** as Personal  
15 Representative of the Estate of  
16 **Decedent Kim, Suk-yi** and  
17 individually; **Kwon, Jae-young**  
18 individually; **Kim, Gab-ju**  
19 individually; **Huh, Deok-soon**  
20 individually;

21 **Plaintiffs**

22 vs.

23 **The Boeing Company, Inc.**, a  
24 Delaware corporation; and **Jane**  
25 **Roes 1-100**, inclusive;

26 **Defendants.**

27 **TO: DEFENDANTS**

28 A lawsuit has been started against you in the above entitled court  
by Plaintiffs. Plaintiffs' claims are stated in the written Complaint, a copy  
of which is served upon you with this Summons.

In order to defend against the lawsuit, you must respond to the  
Complaint by stating your defense in writing, and serve a copy upon the  
undersigned attorneys for Plaintiffs within twenty (20) days after the

1 service of this Summons, or within sixty (60) days if this Summons was  
2 served outside the state of Washington, excluding the day of service, or  
3 a default judgment may be entered against you without notice. A default  
4 judgment is one where Plaintiffs are entitled to what they ask for because  
5 you have not responded. If you serve a Notice of Appearance on the  
6 undersigned attorney, you are entitled to notice before a default  
7 judgment may be entered.

8 You may demand that Plaintiffs file the lawsuit with the Court. If you  
9 do so, the demand must be in writing and must be served upon Plaintiffs.

10 Within fourteen (14) days after the service of the demand, Plaintiffs  
11 must file this lawsuit with the Court, or the service on you of this  
12 Summons and Complaint will be void.

13 If you wish to seek the advice of an attorney in this matter, you  
14 should do so promptly so that your written response, if any, may be  
15 served on time.

16 This Summons is stated pursuant to Rule 4 of the Superior Court  
17 Civil Rules of the state of Washington.

18 Dated this 14th day of October 2025

19 **HERRMANN LAW GROUP**

20 /s/ Charles J. Herrmann

21 Charles J. Herrmann (WSBA #6173)

22 Lara A. Herrmann (WSBA #30564)

23 Anthony Marsh (WSBA # 45194)

24 Sara Luer (WSBA #61543)

25 **PFAU COCHRAN VERTETIS AMALA PLLC**

26 /s/ Thomas A. Vertetis

27 Thomas A. Vertetis (WSBA #29805)

28 Christopher E. Love (WSBA #42832)

William T. McClure (WSBA #54622)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

**25-2-30195-8SEA**

**Park, Soo-yong**<sup>1</sup> as Personal Representative of the Estate of **Decedent Ko, Tae-yeun** and individually; and as next of friend of his minor child **P.S.E.**

No.  
**COMPLAINT FOR PERSONAL INJURY AND WRONGFUL DEATH**  
Demand for Jury Trial

**Kim, Dae-kyu** as Personal Representative of the Estate of **Decedent Jung, Hee-jin** and individually; and as next friend of his minor child **K.Y.K.**; **Jung, Sun-sik** individually; and **Oh, Young-min** individually.

**Yoo, Jeong-im** as Personal Representative of the Estate of **Decedent Yeo, Chae-young** and individually; and **Yeo, Hyeung-ku** individually.

**Kim, Noh-young** as Personal Representative of the Estate of **Decedent Kim, Se-hyun**; **Yoo, Jeong-im** individually; **Yeo,**

<sup>1</sup> Koreans write their family names first followed by their given names separated by a dash. Only the first letter of the given names is capitalized. By simply inserting a comma after the first, family name, it reads correctly in both languages. Plaintiffs will follow this pattern throughout this litigation.

1 **Hyeung-ku** individually; **Kim,**  
2 **Joung-nam** individually; and  
3 **Choi, Hyoun-sook** individually.

4 **Yoo, Jeong-im** as Personal  
5 Representative of the Estate of  
6 **Decedent Kim, Da-som** and  
7 individually. **Yeo, Hyeung-ku**  
8 individually. **Kim, Jeong-nam**  
9 individually. **Choi, Hyoun-sook**  
10 individually.

11 **Kim, Noh-young** as Personal  
12 Representative of the Estate of  
13 **Decedent Kim, Seul-kee; Kim,**  
14 **Jeong-nam** individually; and  
15 **Choi, Hyoun-sook** individually.

16 **Lee, Mi-jeong** as Personal  
17 Representative of the Estate of  
18 **Decedent Lee, Jae-hyeok** and  
19 individually; and **Lee, Jeong-**  
20 **geun** individually.

21 **Lee, Jeong-bok** as Personal  
22 Representative of the Estate of  
23 **Decedent Lee, Min-ju** and  
24 individually; and **Jung, Hyeon-**  
25 **kyung** individually.

26 **Baek, Seong-cheoul** as  
27 Personal Representative of the  
28 Estate of **Decedent Kim, Jung-**  
29 **hee** and individually.

30 **Kim, Dae-hyun** as Personal  
31 Representative of the Estate of  
32 **Decedent Kim, Hyun-hee** and  
33 individually.

34 **Choi, Wan-tae** as Personal  
35 Representative of the Estate of  
36 **Decedent Choi, Seo-hee** and

1 individually; and **Hwang, Keum-**  
2 **ran** individually.

3 **Son, Ju-taeg** as Personal  
4 Representative of the Estate of  
5 **Decedent Son, Chang-kook** and  
6 individually; and **Lee, Kyoung-im**  
7 individually.

8 **Kwon, Min-young** as Personal  
9 Representative of the Estate of  
10 **Decedent Kwon, Ju-ha** and  
11 individually; **Kwon, Jae-young**  
12 individually; and **Kwon, Seok-jun**  
13 individually.

14 **Kwon, Min-young** as Personal  
15 Representative of the Estate of  
16 **Decedent Kim, Suk-yi** and  
17 individually; **Kwon, Jae-young**  
18 individually; **Kim, Gab-ju**  
19 individually **Huh, Deok-soon**  
20 individually;

21 **Plaintiffs**

22 vs.

23 **The Boeing Company, Inc.**, a  
24 Delaware corporation; and **Jane**  
25 **Roes 1-100**, inclusive;

26 **Defendants.**

27 Plaintiffs, through their attorneys at **HERRMANN LAW GROUP** and  
28 **PFAU COCHRAN VERTETIS AMALA**, complain as follows.

### 29 I. NATURE OF ACTION

30 1. This is an action to recover damages for personal injuries and  
31 wrongful death of Plaintiffs and their Decedents in an air crash that  
32 occurred on December 29, 2024, at the Muan International Airport  
33 (MWX) in the Republic of Korea (Korea).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## II. PARTIES

### A. PLAINTIFFS

2. Plaintiff Park, Soo-yong is the husband of Decedent Ko, Tae-yeun and Personal Representative of Decedent's Estate. P.S.E. is the minor child of Decedent and Plaintiff Park, Soo-yong.

3. Plaintiff Kim, Dae-kyu is the husband of Decedent Jung, Hee-jin and Personal Representative of Decedent's Estate. K.Y.K. is the minor child of Decedent Jung, Hee-jin and Plaintiff Kim, Dae-kyu. Jung, Sun-sik is Decedent's father, and Oh, Young-min is Decedent's mother.

4. Plaintiff Yoo, Jeong-im is the mother of Decedent Yeo, Chae-young and Personal Representative of Decedent's Estate. Yeo, Hyeung-ku is Decedent's father.

5. Plaintiff Kim, Noh-young is the paternal aunt of Decedent Kim, Se-hyun and Personal Representative of Decedent's Estate. Decedent's parents (Yeo, Chae-young & Kim, Seul-kee) also perished in this air crash. Yoo, Jeong-im is Decedent's maternal grandmother, Yeo, Hyeung-ku is Decedent's maternal grandfather, Kim, Joung-nam is Decedent's paternal grandfather, and Choi, Hyoun-sook is Decedent's paternal grandmother;

6. Plaintiff Yoo, Jeong-im is the maternal grandmother of Decedent Kim, Da-som and Personal Representative of Decedent's Estate. Decedent's parents Yeo, Chae-young & Kim, Seul-kee also perished in this air crash. Yeo, Hyeung-ku is Decedent's maternal grandfather, Kim, Joung-nam is Decedent's paternal grandfather, Choi, Hyoun-sook is Decedent's paternal grandmother;

7. Plaintiff Kim, Noh-young is the sister of Decedent Kim, Seul-kee and Personal Representative of Decedent's Estate. Kim, Joung-nam is Decedent's father, Choi, Hyoun-sook is Decedent's mother;

1           8. Plaintiff Lee, Mi-jeong is the mother of Decedent Lee, Jae-  
2 hyeok and Personal Representative of Decedent's Estate. Lee, Jeong-  
3 geun is Decedent's father;

4           9. Plaintiff Lee, Jeong-bok is the father of Decedent Lee, Min-ju  
5 and Personal Representative of Decedent's Estate. Jung, Hyeon-kyung  
6 is Decedent's mother;

7           10. Plaintiff Baek, Seong-cheoul is the domestic partner of  
8 Decedent Kim, Jung-hee and Personal Representative of Decedent's  
9 Estate.

10          11. Plaintiff Kim, Dae-hyun is the domestic partner of Decedent  
11 Kim, Hyun-hee and Personal Representative of Decedent's Estate.

12          12. Plaintiff Choi, Wan-tae is the father of Decedent Choi, Seo-  
13 Hee and Personal Representative of Decedent's Estate. Hwang, Keum-  
14 ran is Decedent's mother;

15          13. Plaintiff Son, Ju-taeg is the father of Decedent Son, Chang-  
16 kook and Personal Representative of Decedent's Estate. Lee, Kyoung-  
17 im is Decedent's mother;

18          14. Plaintiff Kwon, Mi-young is the daughter of Decedent Kwon,  
19 Ju-ha and Personal Representative of Decedent's Estate. Kwon, Jae-  
20 young is Decedent's daughter. Kwon, Seok-jun is Decedent's father;

21          15. Plaintiff Kwon, Min-young is the daughter of Decedent Kim,  
22 Suk-yi and Personal Representative of Decedent's Estate. Kwon, Jae-  
23 young is the daughter of Decedent. Kim, Gab-ju is the father of  
24 Decedent. Huh, Deok-soon is the mother of Decedent.

25          16. All Plaintiffs' claims are brought by Personal Representatives  
26 of the Decedents' Estates that have been established, or are pending,  
27 under the laws of the State of Washington. All Plaintiffs have suffered  
28

1 general and/or economic damages caused by the wrongful death of their  
2 respective Decedents.

3 **B. DEFENDANTS**

4 17. Defendant The Boeing Company ("Boeing") was, at all  
5 relevant times, a corporation organized under Delaware law, with its  
6 headquarters in either Virginia or, before 2023, Illinois. Boeing is  
7 registered with the Washington Secretary of State and has done  
8 significant business in the State of Washington, principally King County,  
9 for over a century. Boeing does business in the State of Washington and  
10 places manufactured goods into the stream of commerce.

11 18. Boeing, and/or Defendants Jane Roes 1-10 designed,  
12 manufactured, distributed, and sold the defective aircraft involved in this  
13 air crash. These defendants knew those products would be sold and  
14 distributed nationwide and internationally, specifically including the  
15 Republic of Korea.

16 19. These Jane Roe defendants will be identified more fully as  
17 their names are learned during discovery, but they will include the  
18 manufacturer(s), distributor(s), and seller(s) of the relevant parts of the  
19 aircraft that harmed Plaintiffs. Any such individuals and entities are put  
20 on notice they will be named as defendants when their identity is  
21 established. On information and belief, some of these individuals also do  
22 not have an agent for service of process within the United States.

23 **III. JURISDICTION & VENUE**

24 20. This court has jurisdiction under: Wash. Const. Art. 4, §6;  
25 RCW 2.08.010; and/or RCW 4.12.020(3).

26 21. Venue is proper in King County under RCW 4.12.020 and  
27 RCW 4.12.025 because Boeing is present and regularly transacts  
28

1 business in King County. Boeing designed, manufactured, sold, and  
2 delivered the defective aircraft involved in this air crash.

3 22. Plaintiffs' claims against Boeing arise under the laws of the  
4 State of Washington because most acts complained about occurred in  
5 King County.

#### 6 IV. SYNOPSIS

7 23. The aircraft involved in this air crash was a Boeing Next-  
8 Generation 737-800 manufactured and assembled at Boeing's Renton  
9 plant in King County, Washington where it was given serial #37541. It  
10 first entered service in 2009 when it was delivered to Ryan Air. It was  
11 subsequently sold in 2017 and then leased to Jeju Air operating in and  
12 out of the Republic of Korea where it was issued registration # HL8088.

13 24. On December 29, 2024, Jeju Air flight 2216 was returning  
14 from Thailand to the Muan airport in Korea where it crashed after  
15 landing, killing 179 of the 181 people on board. As the aircraft  
16 approached the airport runway, it suffered a birdstrike that triggered a  
17 massive failure of nearly all of its antiquated electrical and hydraulic  
18 systems—designed in the 1960s—that were required to safely land the  
19 aircraft.

20 25. These system failures included: 1) the engines; 2) integrated  
21 drive generators (IDGs); 3) thrust reversers; 4) flaps; 5) slats; 6)  
22 spoilers; 7) ailerons; 8) landing gear; 9) wheel brakes; 10) Auxiliary  
23 Power Unit (APU); 11) A/B electrical bus back up crossties; 12) battery  
24 backup; 13) flight data recorder (FDR); 14) cockpit voice recorder (CVR);  
25 and, 15) Automatic Dependent Surveillance–Broadcast transponder  
26 (ADS-B).

27 26. As a direct result of these multiple failures, the pilots found  
28 themselves robbed of critical systems required to land the aircraft safely.

1 The pilots struggled desperately to complete a go-around to make a  
2 belly-landing too fast and too far down the runway. After touchdown, the  
3 aircraft slid past the runway where it crashed into a concrete reinforced  
4 berm constructed to provide a platform for the Instrument Landing  
5 System antennas. Upon impact the aircraft exploded in fiery ball killing  
6 179 of the 181 people onboard.

## 7 V. BACKGROUND

### 8 A. Degradation of Boeing's Culture of Safety

9 27. Boeing is one of the largest manufacturers of commercial  
10 aircraft in the world. Boeing designs, manufactures, inspects,  
11 assembles, markets, and sells large commercial jet planes, including the  
12 Boeing 737, and provides product-related instructions, manuals,  
13 maintenance, and training to customers worldwide.

14 28. Since 1916, when William Boeing founded the company,  
15 Boeing has touted that "*ensuring safe travels for all passengers and*  
16 *crew is its primary focus.*" To this day, this message is promoted and  
17 advertised to the consumers.

18 29. Due to the many passengers who rely on Boeing aircraft for  
19 aviation transportation, constant vigilance, and relentless focus on  
20 maintaining up to date safety systems Boeing is required to ensure  
21 passenger safety.

22 30. Unfortunately, it is well documented that in 1997, when Boeing  
23 acquired McDonnell Douglas (MD), Boeing also acquired a large part of  
24 MD's management. MD's CEO Harry Stonecipher became Boeing's  
25 President and Chief Operating Officer (COO). Almost immediately  
26 Boeing's proud ethos of "*safety first*"—long the bedrock of its  
27 engineering culture—eroded into a philosophy of "*profits first.*" As the  
28 new COO Stonecipher bluntly summed up:

1 "When people say I changed the culture of Boeing, that  
2 was the intent, so that it's run like a business rather than  
3 a great engineering firm. It is a great engineering firm,  
4 but people invest in a company because they want to  
make money."

5 31. Through outsourcing parts and cost-cutting, Boeing's new  
6 management prioritized profitability, cost control, and stock value. As  
7 outlined in Jerry Useem's April 20, 2024, article, BOEING AND THE DARK  
8 AGE OF AMERICAN MANUFACTURING published in The Atlantic, much in the  
9 way of Boeing's safety program has been lost with outsourcing. For  
10 example:

11 "...[there] were the problems that a Boeing engineer, L.  
12 J. Hart-Smith, had foreseen in a prescient white paper  
13 that he presented at a 2001 Boeing technical  
14 symposium. With outsourcing came the possibility that  
15 parts wouldn't fit together correctly on arrival. 'In order  
16 to minimize these potential problems,' Hart-Smith  
17 warned, 'it is necessary for the prime contractor to  
18 provide on-site quality, supplier-management, and  
sometimes technical support. If this is not done, the  
19 performance of the prime manufacturer can never  
20 exceed the capabilities of the *least* proficient of the  
21 suppliers.' Boeing didn't listen."

22 32. This erosion of Boeing's safety culture is a matter of public  
23 record and bears directly on the systemic failures involved in our Jeju air  
24 crash. A September 2024 staff memorandum from the U.S. Senate  
25 Permanent Subcommittee on Investigations revealed internal Boeing  
26 surveys showed only 47% of employees believed that schedule  
27 pressures did not cause their teams to lower safety or quality standards  
28 (pp.2 & 4-5). This reflects a pervasive shift in corporate priorities away  
from engineering integrity and toward production expediency (pp.2 & 4-  
5). The same memorandum cited multiple instances in which Boeing

1 managers failed to respond to safety concerns raised by employees,  
2 Systemic failure to document and control nonconforming parts including  
3 documented cases where nonconforming parts had been knowingly  
4 installed on aircraft (p.9).

5 33. Further corroboration is found in the FAA Administrator's  
6 prepared remarks for his testimony before the UNITED STATES SENATE  
7 PERMANENT SUBCOMMITTEE ON INVESTIGATIONS on September 24, 2024,  
8 just three (3) months before our accident. The title reads: FAA  
9 OVERSIGHT OF BOEING'S BROKEN SAFETY CULTURE .

10 34. Whistleblower testimony submitted to the FAA's Office of  
11 Audit and Evaluation as later disclosed in ABC News's investigative  
12 report further substantiates these claims. Former quality inspectors and  
13 engineers described a workplace environment in which safety concerns  
14 were routinely suppressed, documentation was falsified, and pressure  
15 from upper management discouraged full compliance with regulatory  
16 standards. One whistleblower testified that he was instructed not to  
17 report structural defects in fuselage assembly and that his attempts to  
18 escalate the issue were met with retaliation.

19 35. Then in 2001, Boeing COO Stonecipher spearheaded the  
20 move of Boeing's headquarters some 2,000 miles away to Chicago,  
21 where Boeing would manage its Washington State plants remotely.  
22 COO Stonecipher and CEO Phil Condit had already replaced many of  
23 Boeing's senior management, the first such housecleaning in Boeing's  
24 85-year history.

25 36. As CEO Condit was quoted in the Seattle Times: *"We've got*  
26 *to change, and we can't hope that it will just sort of happen... We've got*  
27 *to do something. We have to take action. That's the message."*  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**B. 1960s ANTIQUATED TECHNOLOGY**

37. The first generation of Boeing 737s were put into service in April of 1968. The later "Classic" series began service in 1984. Then came the "Next Generation (NG)," in 1997. The latest, the infamous "MAX" series, started in 2017.

38. All NG models retained the core electrical and hydraulic architecture of the original 737-100/200 design from 1968. The production run of the NG models ended in January of 2020. The NG models preserved the 115V AC, 28V DC, and 400Hz electrical system architecture from the original 737. This includes the use of engine-driven generators, transformer rectifier units (TRUs), and essential/non-essential bus separation.

39. This 737-800 also retained the dual hydraulic system (System A and B) with engine-driven and electric pumps, reservoirs, and accumulators set up nearly identical to the original 737-100/200. These systems power flight controls, landing gear, brakes, and thrust reversers. The 737-800 continued to rely on mechanical linkages and hydraulic actuation, preserving the original control philosophy.

40. Boeing retained this technology to keep costs down, sales up. In short, for profit. Significant architectural changes would have necessitated expensive new manufacturing and assembly infrastructure. Retention of the older technology shortcut certification; significant changes would have triggered a full recertification process. Finally, training was cheaper.

41. According to latest statistics available, all 737 models have experienced 529 aviation accidents and incidents; 234 hull losses; and 5,779 deaths.



1           50. **08:58:49** - The last data out of the Flight Data Recorder  
2 (FDR) reflects: the aircraft was flying at 498' above ground level (AGL);  
3 at a speed of 161 knots (185 mph); just 1.3 miles; and 30-35 seconds  
4 from the planned touchdown on the runway threshold.

5           51. **08:58:50** - The aircraft's FDR and Cockpit Voice Recorder  
6 (CVR) stopped recording.

7           52. **08:58:56** - Pilot radios ground ATC "*Mayday, mayday,*  
8 *mayday, birdstrike, birdstrike, going around.*"

9           53. **08:59:17** - Estimated time of normal planned touchdown in  
10 the initial approach.

11           54. **09:00-01** - During the go-around, pilot requests clearance to  
12 land on runway 19, which is an approach in the opposite direction on the  
13 airport's single physical runway. Tower approval given.

14           55. **09:02:34** - Given estimates of the aircraft's speed and the  
15 distance between the point of touchdown and the ILS antenna  
16 embankment, aircraft's touchdown time is estimated. Touchdown  
17 occurred about 1200 meters down the 2600 meters runway (43% lost),  
18 traveling about 152kts (175 mph).

19           56. **09:02:57** - Flight 2216 crashes into berm after over-shooting  
20 the runway. **Note:** Decedents would have experienced pre-death fright  
21 and terror for approximately four minutes and twenty-one seconds (4:21)  
22 during the time interval between birdstrikes and impact with the berm.

23 **A. BIRDSTRIKE**

24           57. Birdstrikes are a foreseen risk to air travel. Multiple  
25 government agencies provide warnings and the U.S. FAA by regulations  
26 require commercial engines such as the CFM56-7B26 turbofans on the  
27 aircraft to tolerate certain levels of bird ingestions.  
28

1           58. DNA testing has revealed that the birds that struck both of  
2 the aircraft's engines were Baikal Teals a sub-species of ducks prevalent  
3 on freshwater lakes near the Muan airport especially during the winter  
4 months as they migrate south seasonally. Baikal Teals are relatively  
5 small, weighing on average slightly less than 1lb. Whether more than  
6 one bird was ingested in either engine is unknown to Plaintiffs.

7 **B. ENGINE FAILURES.**

8           59. Both engines were damaged. The pilots shut down the left  
9 engine and immediately applied its fire extinguisher. The right engine  
10 experienced a surge, emitting flames and thick black smoke. It continued  
11 to operate providing barely enough thrust (estimated at about 55%) to  
12 keep the aircraft in air while the pilots executed the go-around.

13           60. Given the CFM56-7B26 engines installed on this aircraft, 14  
14 C.F.R. § 33.76(c)(2) & Table 2 (2024) required each engine to withstand  
15 ingestion of no less than four (4) birds weighing even slightly *more* than  
16 the maximum estimated weight of the Baikal Teal ducks involved in this  
17 bird strike—without more than a sustained 25% loss of thrust as required  
18 under 14 C.F.R. § 33.76(c)(6).

19           61. Plaintiffs expect that discovery, coupled with expert opinion,  
20 may reveal the number of birds ingested and the severity of the damage  
21 done to each engine. These engines were likely defective.

22 **C. CASCADING SYSTEM FAILURES**

23           62. The primary sources of AC electricity on this Boeing 737-800  
24 model aircraft are Integrated Drive Generators (IDGs) attached to and  
25 mechanically powered by each engine. It also had an Auxiliary Power  
26 Unit (APU) generator that ran on the aircraft's fuel. It does not start  
27 automatically; rather it requires pilot activation. Its starter also requires  
28 adequate AC electricity. Finally, the onboard battery could supply

1 electricity for systems running on DC current and to an inverter that could  
2 supply AC current for a brief period.

3 63. Shortly after the birdstrikes when the pilots shut down the left  
4 number 1 engine, all three of the FDR, CVR, and Transponder ADS-B  
5 quit working. By the time the aircraft had completed the go-around and  
6 was approaching the runway a second time, nearly all of the systems  
7 designed to assist the pilots in safely landing the aircraft failed.

8 64. First, the following group of equipment designed to slow the  
9 plane as much as safely possible before landing that failed included: a  
10 group of stall speed reducers—the trailing-edge double-slotted flaps,  
11 leading-edge Krueger flaps inboard & slats outboard, auto-slats  
12 designed to extend the leading-edge slat system to their safe maximum,  
13 and then those devices designed to physically slow the aircraft to just  
14 above its reduced stall speed including four (4) *flight* spoilers on the  
15 upper surface of each wing, and deployment of the landing gear as a  
16 significant drag device when extended before touchdown.

17 65. Second, devices designed to slow the aircraft once it has  
18 landed on the runway include: cascade type reverse thrusters that  
19 redirect the engine fan flow forward; carbon wheel brakes a critical  
20 component of the landing gear that failed to deploy, and finally, after  
21 touchdown, the spoilers then serve as *ground* spoilers not only  
22 continuing to add drag, but also adding downward pressure on the  
23 wheels to aid in braking.

24 66. The combination of the above-mentioned failures forced the  
25 pilots to belly-land the aircraft 1200 meters down the 2600 meters  
26 runway, at a high speed of 175 mph. It would then overrun the runway  
27 to crash into a non-frangible structure where it exploded, killing all of  
28 Plaintiffs' Decedents.

1 **VII. CAUSES OF ACTION**

2 **A. Generally.**

3 67. Plaintiff Personal Representatives are authorized to bring all  
4 of Decedents' beneficiaries under Wrongful Death laws and Decedent's  
5 Survival Actions as provided for in RCW 4.20.010, .020 (wrongful death  
6 & beneficiaries), .046 (general survival), .060 (special survival), and  
7 RCW 4.24.010 (parent/guardian claim for injury/death of a child or, as  
8 amended, certain adult-child claims).

9 68. Decedents were all obviously fault-free passengers.

10 69. Boeing's aircraft, the 737-800 involved in the air crash, is a  
11 "product" under Washington law. RCW 7.72.010(3).

12 70. Boeing cannot avail itself of the presumption granted in RCW  
13 7.72.060(1) regarding expiration of the product's useful safe life. Our  
14 737-800 aircraft was merely 15 years old and had competed only about  
15 half of the flight cycles Boeing publicly advertised.

16 71. Plaintiff incorporates and re-alleges each allegation set forth  
17 above as though fully set forth in each cause of action stated below.

18 **B. FIRST CAUSE OF ACTION: NEGLIGENCE**

19 72. Boeing was the designer, manufacturer, distributor, and/or  
20 seller of the Boeing 737-800 aircraft. Boeing was in the business of  
21 designing, testing, manufacturing, selling, assembling, building,  
22 distributing, marketing, and/or inspecting aircraft as suitable and safe for  
23 passenger air transportation, including this Boeing 737-800.

24 73. Boeing operated, supervised, managed, and/or oversaw the  
25 training of Jeju Air's pilots to fly the Boeing 737-800, and knew or should  
26 have known of the importance of correct and thorough warnings and  
27 training of pilots on how to react to bird strike when so many of the  
28 aircraft's antiquated safe landing systems fail as they did in this air crash.

1           74. At all times set forth above, Boeing breached its duty of care  
2 to Plaintiffs' Decedents who were passengers aboard Jeju Flight 2216  
3 regarding the design, manufacture, inspection, testing, assembly,  
4 distribution, and/or sale of a safe, airworthy aircraft; including failing to  
5 train, instruct, and/or issue advisory warnings necessary to assure the  
6 safe operation, control, management and/or maintenance of the aircraft.  
7 Boeing's acts and/or omissions include, but are not limited to the  
8 following:

9           (1) Failure to manufacture and provide a safe and effective  
10 Engine Indicating and Crew Alerting System (EICAS) on their  
11 aircraft, including this aircraft, which would have assisted the pilots  
12 in determining whether to shut down an inoperable engine;

13           (2) Failure to provide adequate warning regarding the use of the  
14 EICAS on their aircraft, including the aircraft;

15           (3) Failure to manufacture and provide a safe and adequate  
16 auxiliary power unit (APU) on their aircraft, including the aircraft,  
17 which would have assisted the pilots in supplying power to the  
18 cockpit during the aircraft's descent and touchdown at the airport;

19           (4) Failure to manufacture and provide a safe and adequate  
20 electrical and/or hydraulic systems that would continue to supply  
21 the pilots with the ability to engage the aircraft's landing gear, flaps,  
22 spoilers, ailerons, and airbrakes after encountering a birdstrike  
23 during final descent to the airport;

24           (5) Failure to manufacture and provide a safe and adequate  
25 electrical and/or hydraulic safety system that would continue to  
26 supply the pilots with adequate power to engage the landing gear,  
27 flaps, spoilers, and ailerons, after a single engine failure;  
28

1 (6) Failure to provide adequate warnings regarding the use of the  
2 flight control systems on their aircraft, including this aircraft;

3 (7) Failure to manufacture and provide safe and effective flight  
4 director systems, flight control computers, and/or primary flight  
5 displays on their aircraft, including this aircraft;

6 (8) Failure to manufacture and provide a safe and effective  
7 manual landing gear system on their aircraft, including the aircraft,  
8 which could be rapidly deployed upon final descent and at a low  
9 altitude; and

10 (9) Failure to properly train pilots to safely operate, monitor, and  
11 respond to the flight systems aboard their aircraft.

12 75. Defendants are liable to Plaintiffs because the harm to  
13 Plaintiffs was caused by their negligence because they had a duty to  
14 exercise reasonable care in their design, manufacture, distribution,  
15 retailing, and sale of this aircraft, and they breached that duty as  
16 described more fully herein.

17 76. Defendants acted negligently and contrary to Restatement  
18 (Second) of Torts §§ 321, 388, 302A, and 302B.

19 77. Defendants had a duty to exercise reasonable care to prevent  
20 an unreasonable risk of physical harm to Plaintiffs. Defendants knew or  
21 should have known or realized that this aircraft posed an unreasonable  
22 risk of harm to Plaintiffs. Despite this actual or constructive knowledge,  
23 Defendants supplied this aircraft, which created an unreasonable risk of  
24 harm to Plaintiffs, breaching their duties and proximately causing injuries  
25 and damages for which Defendants are liable.

26 78. Defendants had a duty to inform Plaintiffs of dangers they  
27 knew or should have known were associated with the intended uses of  
28 this aircraft, and which dangers Defendants had no reason to believe

1 that Plaintiffs were aware of. Despite knowing or having reason to know  
2 that this aircraft was, or was likely, to be dangerous for the intended uses  
3 of the aircraft, and despite having no reason to believe that Plaintiffs  
4 would realize the dangerous conditions of the aircraft, Defendants failed  
5 to exercise reasonable care to inform Plaintiffs of the dangerous  
6 conditions of the aircraft or of the facts which make the aircraft likely to  
7 be dangerous. Defendants' failure to inform Plaintiffs of such dangers  
8 proximately caused injuries and damages to Plaintiffs for which  
9 Defendants are liable.

10 79. Defendants knew or should have known that this aircraft  
11 involved an unreasonable risk of harm to Plaintiffs, through the  
12 intentional, reckless, and fraudulent conduct of Defendant Boeing.  
13 Despite Defendants' actual or constructive knowledge of such  
14 unreasonable risks, Defendants failed to exercise reasonable care owed  
15 to Plaintiffs, thereby proximately causing injuries and damages to  
16 Plaintiffs for which Defendants are liable.

17 80. Defendants are further liable to Plaintiffs because the harm  
18 was caused by their negligence because the defendants intentionally or  
19 negligently misrepresented that this aircraft was safe for the described  
20 use when the defendants knew or should have known otherwise.

21 81. Defendants also had a duty to exercise reasonable care in  
22 warning users of this aircraft of defects of which they knew or should  
23 have known, and upon information and belief, they breached that duty  
24 because defendants learned, or should have learned, about the danger  
25 of the aircraft, but they failed to exercise reasonable care in warning  
26 product users, including Plaintiffs' Decedents, about that danger.

27 82. Defendant The Boeing Company knowingly and recklessly  
28 continued to deliver 737 Next Generation aircraft, including HL8088,

1 without incorporating safety-critical system upgrades that were already  
2 designed and certified within Boeing's own production at the time this  
3 aircraft was produced. Despite the clear availability of these advanced  
4 technologies — which were specifically engineered to assist pilots in the  
5 safe operation and landing of commercial aircraft — Boeing chose to rely  
6 upon legacy 1960s-era design architecture to protect its enormous  
7 backlog of 737 orders and preserve short-term profitability.

8 83. As a direct result of Boeing's decision, HL8088 was delivered  
9 with outdated and vulnerable systems, leaving the pilots unable to  
10 effectively employ or rely upon critical equipment during the accident  
11 sequence, including but not limited to: 1) the engines; 2) integrated drive  
12 generators (IDGs); 3) thrust reversers; 4) flaps; 5) slats; 6) spoilers; 7)  
13 ailerons; 8) landing gear; 9) wheel brakes; 10) Auxiliary Power Unit  
14 (APU); 11) A/B electrical bus back up crossties; 12) battery backup; 13)  
15 flight data recorder (FDR); 14) cockpit voice recorder (CVR); and, 15)  
16 Automatic Dependent Surveillance–Broadcast transponder (ADS-B).

17 84. When massive cascading electrical and equipment failures  
18 occurred, the flight crew was left with insufficient redundancy, degraded  
19 situational awareness, and inadequate means of safely recovering the  
20 aircraft. This foreseeable and preventable vulnerability constitutes gross  
21 negligence, as Boeing prioritized production volume and commercial  
22 expediency over the safety of the flying public.

23 85. As a direct and proximate result of Boeing above-described  
24 acts, Plaintiffs have suffered damages as set forth below.

25 **C. Second Cause of Action: Breach of Warranty.**

26 86. Boeing was the designer, manufacturer, distributor, and/or  
27 seller of this 737-800.

1 87. Before the crash of Jeju 2216, Boeing expressly and/or  
2 impliedly warranted and represented that this 737-800 aircraft, including  
3 its components and instruments, and with the instructions and warnings  
4 given by Boeing, was airworthy, of merchantable quality, both fit and  
5 safe for commercial air travel for which it was designed, intended and  
6 used. Additionally, Boeing further warranted that the aircraft and/or its  
7 components were free from all defects.

8 88. Boeing breached warranties because this aircraft was not  
9 airworthy, of merchantable quality, or fit and safe for the purposes for  
10 which it was designed, intended, and used, and free from all defects as  
11 stated above.

12 89. Plaintiffs' Decedents, who were passengers aboard Jeju  
13 Flight 2216, were intended third-party beneficiaries of Boeing's  
14 warranties that Jeju Flight 2216 was airworthy, or merchantable quality,  
15 both fit and safe for the purposes for which it was designed, intended,  
16 and used, and free from all defects.

17 90. As a direct and proximate result of Boeing above-described  
18 acts, Plaintiffs have suffered damages as set forth below.

19 **D, THIRD CAUSE OF ACTION: STRICT LIABILITY**

20 91. Boeing and/or Defendants Jane Roes 1-100 designed,  
21 produced, made, fabricated, constructed, and/or remanufactured and  
22 manufactured, distributed, and/or sold a defective product, this aircraft.

23 92. This aircraft was not reasonably safe as designed or  
24 manufactured or was not reasonably safe because adequate warnings  
25 or instructions were not provided including, but not limited to, those  
26 issues identified in this Complaint.

27 93. This aircraft was not reasonably safe. A manufacturer of a  
28 product is liable if its product was not reasonably safe in construction

1 that proximately caused Plaintiff's damages. 6 Wash. Prac., Wash.  
2 Pattern Jury Instr. Civ. WPI 110.01 (6th ed.). A product is not reasonably  
3 safe in construction when it is "*unsafe to an extent beyond that which*  
4 *would be contemplated by the ordinary consumer.*" *Id.*, citing RCW  
5 7.72.030(3). Boeing's decisions in their construction of the 737-800 were  
6 not reasonably safe in responding to a birdstrike.

7 94. This aircraft was not reasonably safe as designed. A  
8 manufacturer of a product is liable if its product was not reasonably safe  
9 as designed when it left the manufacturer's control, and this was a  
10 proximate cause of plaintiff's damages. A product may not be  
11 reasonably safe as designed under either a balancing test or a consumer  
12 expectations test. 6 Wash. Prac., Wash. Pattern Jury Instr. Civ. WPI  
13 110.02 (6th ed.).

14 95. Boeing's decisions in their design of the 737-800 were not  
15 reasonably safe in responding to a birdstrike. This aircraft was  
16 defectively designed and unreasonably dangerous because, at the time  
17 of manufacture, the likelihood that this aircraft would cause Plaintiffs'  
18 harm or similar harms, and the seriousness of those harms, outweighed  
19 the burden on defendants to design a 737-800 that would have  
20 prevented those harms and any adverse effect a practical, feasible  
21 alternative would have on this aircraft's usefulness.

22 96. Given its defects, this aircraft was not reasonably safe  
23 because it was unsafe to an extent beyond that which would be  
24 contemplated by the ordinary consumer. An ordinary consumer would  
25 not contemplate that this aircraft would cause premature death.

26 97. Boeing is liable for failure to provide warnings when  
27 manufactured. A manufacturer has a duty to supply products that are  
28 reasonably safe. A product may not be reasonably safe because

1 adequate warnings or instructions were not provided with the product.  
2 This can be proven either through a balancing test or a consumer  
3 expectations test. 6 Wash. Prac., Wash. Pattern Jury Instr. Civ. WPI  
4 110.03 (6th ed.).

5 98. Boeing is liable for failure to provide warnings after  
6 manufacture. A manufacturer has a duty to supply products that are  
7 reasonably safe. A product may not be reasonably safe because  
8 adequate warnings or instructions were not provided after the product  
9 was manufactured. 6 Wash. Prac., Wash. Pattern Jury Instr. Civ. WPI  
10 110.03.01 (6th ed.).

#### 11 VIII. RESPONDEAT SUPERIOR.

12 99. All acts and omissions by employees and agents of Boeing  
13 as described contributed to this accident and were performed within the  
14 scope of and in furtherance of their employment and/or agency. Under  
15 the doctrine of *Respondeat Superior*, Boeing is liable for any acts or  
16 omissions of its employees and/or agents.

#### 17 IX. RESERVATION OF RIGHTS

18 100. Plaintiffs reserve the right to amend this complaint by  
19 modifying the above-mentioned allegations or to assert additional claims  
20 as may be appropriate following further investigation and discovery.  
21 Plaintiffs also reserve the right to pursue this case in an alternative,  
22 appropriate forum.

#### 23 X. JURY DEMAND

24 101. Plaintiff demands that this action be tried before a jury.

#### 25 XI. PRAYER FOR RELIEF

26 102. **WHEREFORE**, plaintiffs pray for judgment against the  
27 defendants awarding plaintiffs the following according to proof.  
28

1 **A. SURVIVAL ACTIONS.**

2 103. Noneconomic damages suffered by each Decedent such as  
3 fear, terror, and anxiety, experienced during the last four (4) minutes of  
4 the flight as well as the physical pain they suffered perishing in the final  
5 flames;

6 104. Economic damages suffered by each Decedent's estate such  
7 as loss of net accumulations and funeral expenses reasonably and  
8 necessarily incurred;

9 **B. WRONGFUL DEATH ACTIONS.**

10 105. Noneconomic damages suffered by marital and domestic  
11 partner couples such as loss of consortium which includes the loss of  
12 the right to the company, cooperation, and aid of the Decedent. It  
13 includes the loss of emotional support, love, affection, care, services,  
14 companionship, including sexual companionship, as well as assistance  
15 from one to the other.

16 106. Noneconomic damages also include the loss of love, care,  
17 companionship, and guidance that the Decedent would have contributed  
18 to their children, their parents, and/or siblings to the present time.

19 107. Economic damages which include any benefit of value,  
20 including money, goods, and services that each of the Decedents would  
21 have provided for the benefit of their spouse/partner, children, parents  
22 and/or siblings that they would have received up to the present time.

23 108. Economic damages also include any benefit of value,  
24 including money, goods, and services that each of the Decedents would  
25 have provided for the benefit of their spouse/partner, children, parents  
26 and/or siblings that they would receive in the future.

27 109. Reasonable attorneys' fees and costs.

28 110. Pre-judgment interest on items of economic damages.

