

RETURN DATE: MAY 2, 2023

PETITION TO THE CLERK:

CRAIG SYLVESTER, as Personal Representative of
the Estates of COURTNEY HAVILAND and
WILLIAM SHRAUNER, deceased,

Plaintiff,

-against-

INTERSTATE AVIATION, INC., 62 Johnson
Avenue, Plainville, CT 06062,
BROOK HAVEN PROPERTIES, LLC, 12210
Tillinghast Circle, Palm Beach Gardens, FL 33418,
and
TEXTRON AVIATION, INC., One Cessna Blvd.,
Wichita, KS 67215,

Defendants.

**SUPERIOR COURT
JUDICIAL DISTRICT OF NEW
BRITAIN**

COMPLAINT

JURY TRIAL REQUESTED

COMPLAINT AND JURY DEMAND

1. Plaintiff Craig Sylvester, Personal Representative of the Estates of Courtney Haviland and William Shrauner, deceased, submits this Complaint and Jury Demand against Defendants Interstate Aviation, Inc., Brook Haven Properties LLC, and Textron Aviation, Inc., for personal injuries suffered by decedents, as well as wrongful death damages suffered by the estates of Courtney Haviland and William Shrauner and their sole sole beneficiary, their minor son T.S., arising from his parents' injuries and deaths in the crash of a Citation 560XL aircraft (s/n: 560-6026; FAA Registration No. N560AR) ("Subject Aircraft" or "aircraft") due to defendants' negligent operation, maintenance and inspection of the aircraft, as well as the negligent and defective design, manufacture, assembly, testing, marketing, sale and distribution, of the aircraft and its component parts and systems, including its parking brake, warning systems and Pilot's Operating Handbook. In support of this Complaint, Plaintiff alleges the following:

PARTIES

2. The Plaintiff, Craig Sylvester, is a citizen and resident of the State of Connecticut.
3. The Plaintiff's decedent Courtney Haviland, born May 28, 1988, age 33 at time of her death, was a resident of the Commonwealth of Massachusetts before her wrongful death.
4. The Plaintiff's decedent William Shrauner, born November 15, 1989, age 31 at time of his death, was a resident of the State of Massachusetts before his wrongful death.
5. Plaintiff's decedents Courtney Haviland and William Shrauner were husband and wife since June 24, 2017.
6. Decedents Courtney Haviland and William Shrauner were parents of a minor son, T.S., and Courtney Haviland was pregnant with the couple's second child when she and her husband William Shrauner were killed.
7. Plaintiff's decedents Courtney Haviland and William Shrauner were injured and killed when the Subject Aircraft in which they were passengers crashed during takeoff from Robertson Field Airport in Plainville, Connecticut on September 2, 2021.
8. On or about January 5, 2023, the Suffolk Probate Court of the Commonwealth of Massachusetts issued letters of authority, appointing Plaintiff the Personal Representative of the Estate of Courtney Haviland.
9. On or about January 5, 2023, the Suffolk Probate Court of the Commonwealth of Massachusetts issued letters of authority, appointing Plaintiff the Personal Representative of the Estate of William Shrauner.
10. Plaintiff brings this action for wrongful death and survival damages in his role as Personal Representative of the estates of Courtney Haviland and William Shrauner on behalf of the estates and all wrongful death beneficiaries of Courtney Haviland and William Shrauner.

11. Defendant Interstate Aviation Inc. (“Interstate”) is a domestic corporation organized under the laws of Connecticut, with its principal place of business at 62 Johnson Avenue, Plainville, CT 06062. Nicholas Scata is Interstate’s agent for service of Process in Connecticut at the same address.

12. Upon information and belief, Interstate was the operator of the Subject Aircraft, had operational control over the flight, and selected, employed and supervised the pilots for the flight that led to the subject crash.

13. Interstate is legally responsible for the pilot negligence that was a cause of the crash.

14. Defendant Brook Haven Properties LLC (“Brook Haven”) is a foreign limited liability company organized under the laws of the state of Delaware, with its principal place of business at 12210 Tillinghast Circle, Palm Beach Gardens, FL 33418.

15. Upon information and belief, Brook Haven was the owner of the Subject Aircraft and, pursuant to an Administrative Services and Charter Lease Agreement, agreed that it maintained operational control over the aircraft during the flight that led to the subject crash.

16. Upon information and belief, Book Haven regularly did business in the state of Connecticut, including but not limited to using the Subject Aircraft for flights in and out of Robertson Field Airport (4B8) in Plainville, Connecticut.

17. Upon information and belief, Brook Haven arranged for the flight that led to the crash at issue in this case, which departed Robertson Field Airport (4B8) in Plainville, Connecticut, on September 2, 2021.

18. Defendant Textron Aviation Inc. (“Textron Aviation”) is a foreign corporation organized under the laws of the State of Kansas, with its principal place of business at One Cessna Blvd., Wichita, KS 67215.

19. Upon information and belief, Textron Aviation designed, manufactured, selected, assembled, tested, inspected, sold, marketed, distributed, supported and/or placed into the stream of commerce, the Subject Aircraft, along with its component systems, parts, manuals, and instructions.

20. Textron Aviation is a “Product Seller and/or Manufacturer” as defined in General Statutes § 52-572m, *et seq.*

21. Upon information and belief, at all times material hereto, Textron Aviation regularly conducts and transacts business within the state of Connecticut by virtue of, among other things, sending agents, apparent agents, servants, workmen and/or employees or other representatives into the state of Connecticut for the purposes of selling, marketing, distributing, promoting and/or servicing Textron Aviation aircraft, including but not limited to Cessna Citation 560XL model aircraft, and/or by otherwise repeatedly soliciting business in Connecticut, and selling and/or distributing goods and products in Connecticut and elsewhere with the reasonable expectation that such goods and products would be used in Connecticut.

GENERAL ALLEGATIONS

The Subject Aircraft

22. Upon information and belief, the Cessna Aircraft Company manufactured the Subject Aircraft.

23. Upon information and belief, in 2014 Textron, Inc., the parent of Cessna Aircraft Company, created Textron Aviation as a new entity to be responsible for the design, manufacture, testing and support of Cessna brand aircraft, including the subject model Citation 560 XL aircraft.

24. Starting in 2014, Textron Aviation specifically took over responsibility for design, manufacture, testing, support, and continued airworthiness of all Cessna aircraft, including but not limited to Cessna Citation 560XL aircraft.

25. Textron Aviation is the successor in interest and in liability to Cessna Aircraft Company.

26. Upon information and belief, in 2017, Brook Haven purchased the Subject Aircraft.

27. Upon information and belief, after purchasing the Subject Aircraft, Brook Haven registered it with the Federal Aviation Administration ("FAA") as No. N560AR.

The Administrative Services and Charter Lease Agreement

28. On or about June 27, 2017, Brook Haven and Interstate entered into an Administrative Services and Charter Lease Agreement (the "Agreement").

29. Pursuant to the Agreement, Brook Haven leased the Subject Aircraft to Interstate to allow Interstate to use the Subject Aircraft for charter operations.

30. Pursuant to the Agreement, Interstate agreed to conduct flights for Brook Haven.

31. Pursuant to the Agreement, Interstate agreed to provide all administrative services necessary to plan and operate flights in the Subject Aircraft for Brook Haven, including but not limited to obtaining all permits and approvals, as well as maintaining and assuring the continued airworthiness of the Subject Aircraft.

32. Pursuant to the Agreement, Interstate agreed to provide "two (2) pilots to serve as the flight crew" for all flights for Brook Haven.

33. Pursuant to the Agreement, "[a]ll pilots provided by [Interstate] shall be employees or agents of [Interstate]," and Interstate "shall be solely responsible for payment to or on behalf of said pilots of all pilot employment costs and Taxes."

34. Pursuant to the Agreement, however, "when operating a flight for [Brook Haven], the crew shall be agents of [Brook Haven.]"

35. Pursuant to the Agreement, however, even though Brook Haven had operational control over the Subject Aircraft during its flights under the terms of the Agreement, the pilot in command was an employee and/or agent of Interstate and was “responsible for, and [was] obligated and entitled to exercise final authority over, the safe operation of the flight”, and could exercise such authority to “take any other flight-related action that, in the judgment of the Pilot in Command, is required to ensure the safety of the Aircraft, the flight crew, the passengers, and any other persons and/or property.”

The Subject Aircraft’s Parking Brake

36. The Subject Aircraft was equipped with a parking brake, like a car’s parking brake, the purpose of which was to ensure that the Subject Aircraft did not roll while parked.

37. The parking brake consists of a pull knob located below the instrument panel near the left knee of the left pilot seat usually occupied by the pilot in command of a flight.

38. The parking brake is operated by depressing the aircraft’s toe brakes located on the floor on the top of the rudder pedals and simultaneously pulling the parking brake pull knob.

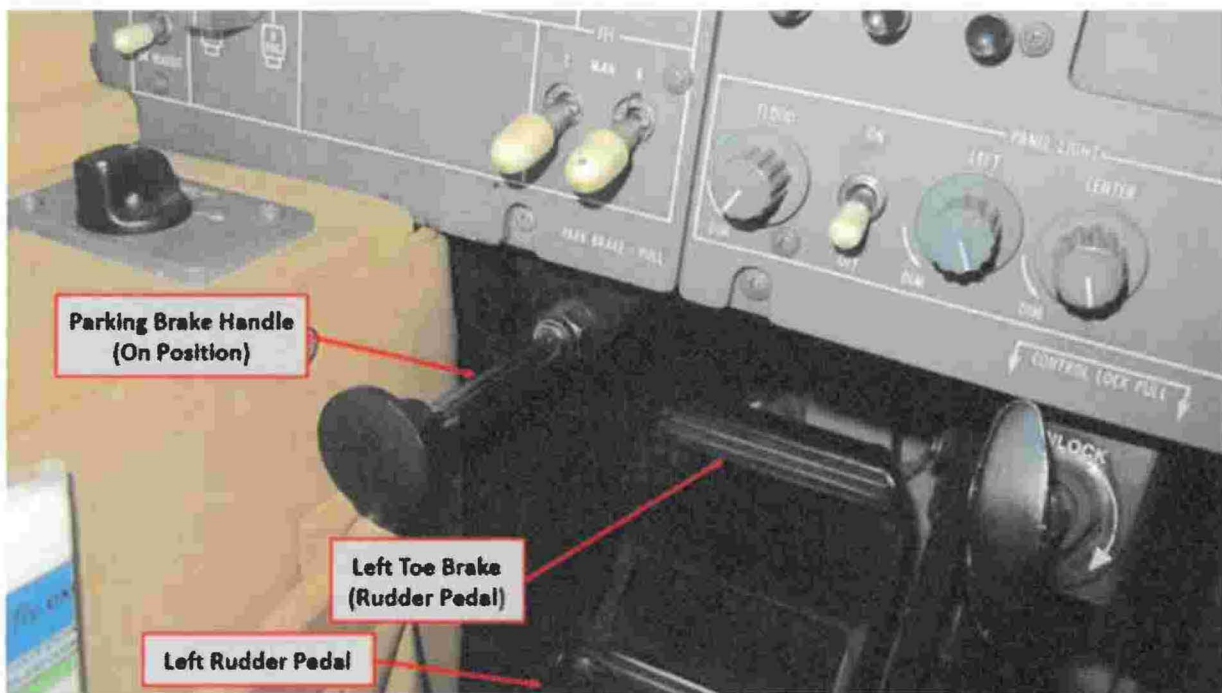


Figure 1 – Photograph Showing the Cessna Citation 560 XL parking brake pull knob and the left toe brake.

39. The parking brake is mainly a valve such that it is only engaged equivalent to the amount that the toe brakes are depressed when the pull knob is engaged.

40. As a result, the parking brake's resistance varies depending on the amount of force applied to the toe brakes by the pilot when the pilot pulls the parking brake pull knob.

41. The Subject Aircraft's Pilot's Operating Handbook does not specify how much force to apply or how far to depress the toe brakes while engaging the pull knob to fully and/or effectively engage the parking brake.

42. If the toe brakes are not fully depressed when the pull knob is activated and the parking brake valve is engaged, then only partial pressure is trapped by the parking brake valve and the parking brake is only partially engaged, even though the pull knob is fully engaged.

43. While a pilot can first engage the parking brake pull knob and then engage the toe brakes to activate the parking brake, the Subject Aircraft's Pilot's Operating Handbook does not inform the pilot that this is the case.

44. The parking brake was not accessible from the right pilot position in the Subject Aircraft.

45. The location of the parking brake pull knob near the left pilot's seat in the Subject Aircraft obscured it from the view of the right-seat pilot.

46. The location of the parking brake pull knob means that the right-seat pilot relied on the left-seat pilot to verify that the parking brake was disengaged before taxi and takeoff.



Figure 2 – Photograph showing how the location of the parking brake pull knob is obscured by the left-seat pilot and cockpit design.

47. Neither the taxi nor takeoff checklists in the Subject Aircraft's Pilot's Operating Handbook directed the pilots to check the parking brake to ensure that it was not engaged.

48. The taxi checklist in the Subject Aircraft's Pilot's Operating Handbook directed the pilots to conduct a "brakes... check," but was vague and unclear in that it did not instruct the pilot to check the position of the parking brake pull knob.

The Subject Aircraft's Takeoff Configuration Warning System

49. The Subject Aircraft was equipped with a takeoff configuration warning system that alerts pilots when the aircraft was not safely configured for takeoff.

50. The takeoff configuration warning system included a "NO TAKEOFF" warning light on its annunciator panel that illuminates when the Subject Aircraft was not properly and safely configured for takeoff because flaps, elevator trim, horizontal stabilizer or speed brakes are not properly set to allow for takeoff.



Figure 3 – The Cessna 560XL annunciator panel highlighting the "NO TAKEOFF" warning light.

51. The Subject Aircraft's takeoff configuration warning system was not designed to trigger a "NO TAKEOFF" warning light if the parking brake was engaged.

52. Upon information and belief, due to incidents involving pilots of Cessna Citation aircraft attempting to takeoff with the parking brake engaged, Textron Aviation's predecessor-in-

interest, Cessna Aircraft Company, began offering an option, for an extra fee, whereby purchasers could choose to have their Cessna Citation aircraft's takeoff configuration warning system illuminate the "NO TAKEOFF" warning light if the parking brake was engaged.

53. Upon information and belief, Textron Aviation has continued offering an option whereby purchasers could choose to have their Cessna Citation aircraft's takeoff configuration warning system illuminate the "NO TAKEOFF" warning light if the parking brake is engaged.

54. Upon information and belief, however, neither Textron Aviation nor its predecessor-in-interest Cessna Aircraft Company ever made a "NO TAKEOFF" warning light if the parking brake is engaged a standard feature of the takeoff configuration warning system in Cessna Citation aircraft.

55. Upon information and belief, no purchaser of a Cessna Citation aircraft from either Cessna Aircraft Company or Textron Aviation in the United States chose to purchase the option to have their Cessna Citation aircraft's takeoff configuration warning system illuminate the "NO TAKEOFF" warning light in the event of the parking brake being engaged since that option was introduced.

56. Upon information and belief, Textron Aviation sells Cessna 560 XL aircraft in the United Kingdom and other countries with a "NO TAKEOFF" warning light that illuminates when the parking brake is engaged as a standard feature in every aircraft.

Textron Aviation's Knowledge of a History of Cessna Citation Parking Brake Incidents

57. Upon information and belief, as of September 2, 2021, Textron Aviation was aware of numerous prior incidents involving Cessna Citation aircraft in which left seat pilots had left the parking brake engaged and yet took no steps to change either the design of the parking brake system or any warnings or instructions relating to the parking brake in Cessna Citation aircraft.

58. Upon information and belief, Textron Aviation and Cessna Aircraft Company were aware of at least eleven incidents of pilots of Cessna Citation Aircraft attempting to takeoff with the parking brake engaged between 1997 and 2011.

59. Upon information and belief, Textron Aviation and Cessna Aircraft Company were aware of at least another four incidents of pilots of Cessna Citation Aircraft attempting to takeoff with the parking brake engaged that occurred between 2012 and 2019.

60. In 2003, the pilot in command of a Cessna Citation aircraft left the parking brake partially engaged during takeoff from Copenhagen and subsequently deflated the tires of the aircraft during landing at Edinburgh Airport in Scotland because the parking brake remained partially engaged at landing.

61. In 2008, Textron Aviation's predecessor-in-interest Cessna Aircraft Company published an article in the Cessna Direct Approach magazine for Cessna owners acknowledging the risk of attempting takeoff with the parking brake partially engaged, and reminding pilots that "[t]he pilot in command [the left seat pilot] is the last set of eyes to make certain the brake system switch, circuit breaker, and park brake are all in the correct positions before taxi or takeoff."

62. In 2011, the pilot in command of a Cessna Citation aircraft departing an airport in Switzerland, left the parking brake partially engaged, which retarded acceleration during takeoff and prevented the aircraft from achieving lift necessary for takeoff even after the aircraft reached rotation speed, resulting in a runway overrun.

63. In response to this accident, the Swiss Aviation Investigation Board issued a safety recommendation that Textron Aviation's predecessor-in-interest Cessna Aircraft Company develop a technical solution to warn pilots that the parking brake is engaged when the pilots commence a takeoff roll.

64. No change was made to the design of the parking brake in Cessna Citation aircraft or to the warnings and instructions associated with the parking brake in Cessna Citation aircraft in response to this safety recommendation.

65. In 2015, the pilot in command of a Cessna Citation aircraft departing an airport in Australia left the parking brake partially engaged, which retarded acceleration during takeoff and prevented the aircraft from achieving lift necessary for takeoff even after rotation speed was reached, resulting in a runway overrun and substantial damage to the aircraft.

66. In response to this accident, the Australian Transportation Safety Board that investigated it issued a safety recommendation that Textron Aviation address the fact that Cessna Citation aircraft do not have a cockpit annunciator light to alert pilots that the parking brake is engaged and do not direct pilots to specifically check the parking brake to ensure it is disengaged as part of the before takeoff checklist.

67. While Textron Aviation informed the ATSB that it was willing to investigate the issue, it did not subsequently develop a standard cockpit annunciator light to alert pilots that the parking brake is engaged or change its before takeoff checklist to require pilots to specifically check the parking brake to ensure it is disengaged.

68. In 2018, the crew of a Cessna Citation aircraft departing an airport in Nigeria left the parking brake partially engaged, which retarded acceleration during takeoff and prevented the aircraft from becoming airborne even after rotation speed was reached, resulting in the pilot aborting takeoff.

69. On August 21, 2019, the pilot in command of a Cessna Citation aircraft departing from an airport near Oroville, California, left the parking brake partially engaged, which retarded acceleration during takeoff and prevented the aircraft from achieving lift necessary for takeoff

even after rotation speed was reached, resulting in a runway overrun and the aircraft being consumed in a post-crash fire.

70. On August 31, 2019, the pilot in command of a Cessna Citation departing from an airport in El Monte, California, left the parking brake partially engaged, which retarded acceleration during takeoff and prevented the aircraft from achieving lift necessary for takeoff even after the aircraft reached rotation speed, resulting in a runway overrun where the aircraft struck the airport perimeter fence.

71. Despite knowledge of these prior incidents, Textron Aviation did not make a “NO TAKEOFF” warning light in the event of the parking brake being engaged a standard feature of the takeoff configuration warning system in Cessna Citation aircraft.

72. In addition, despite knowledge of these prior incidents, Textron Aviation did not revise the Pilots Operating Handbook for Cessna Citation aircraft to add a specific check of whether the parking brake was engaged to either the taxi or takeoff checklists.

The Fatal Flight

73. On September 2, 2021, the Subject Aircraft was scheduled to depart Robertson Field Airport in Plainville, Connecticut bound for Dare County Regional Airport in Manteo, North Carolina (the “Subject Flight”).

74. Interstate conducted the Subject Flight on behalf of Brook Haven, the aircraft owner.

75. Courtney Haviland and William Shrauner were on board the Subject Aircraft as passengers bound for North Carolina.

76. The pilot in command of the Subject Aircraft for the Subject Flight was William P. O’Leary (“pilot in command”).

77. The pilot in command was an employee of Interstate.
78. Interstate selected and supervised the pilot in command.
79. Pursuant to Federal regulation, the pilot in command was “directly responsible for and [was] the final authority as to the operation of that aircraft.” 14 C.F.R. § 91.3.
80. The co-pilot, or pilot monitoring, for the Subject Flight was Mark Morrow.
81. Interstate selected the co-pilot for the Subject Flight and he was under Interstate’s direction and control for all relevant purposes.
82. Pursuant to the Agreement, the pilots were agents of Brook Haven, the Subject Aircraft’s owner.
83. The pilot in command, was seated in the left seat of the Subject Aircraft for the Subject Flight.
84. The copilot was in the right seat of the Subject Aircraft for the Subject Flight.
85. At some point prior to takeoff, the pilot in command set the parking brake in the Subject Aircraft.
86. When the pilot in command set the parking brake, he did not fully depress the Subject Aircraft’s toe brakes, such that the parking brake was not fully engaged.
87. The pilot in command was able to the taxi and attempt to takeoff even though the Subject Aircraft’s parking brake remained partially engaged.
88. Upon information and belief, the pilot in command and co-pilot employed checklists supplied in the Subject Aircraft’s Pilot’s Operating Handbook prior to takeoff.
89. The pilot in command subsequently began takeoff with the parking brake partially engaged.

90. Because the location of the parking brake pull knob was obscured by the pilot in command and the design of the Subject Aircraft's cockpit, the co-pilot was unable to see and independently verify the position of the parking brake pull knob.

91. When the pilot in command attempted the takeoff, the partially engaged parking brake prevented the Subject Aircraft from achieving the necessary speed for a safe takeoff.

92. The pilot in command failed to abort the takeoff and instead attempted to takeoff in an unsafe condition.

93. The pilot in command attempted to force the aircraft into the air in a dangerous and fatal manner.

94. As a result, the Subject Aircraft crashed into a building off the departure end of the runway, resulting in a post-crash fire and the death of all onboard from blunt force trauma injuries, including Courtney Haviland and William Shrauner.

COUNT ONE

CLAIM FOR WRONGFUL DEATH AND SURVIVAL DAMAGES ARISING OUT OF THE DEATHS OF COURTNEY HAVILAND AND WILLIAM SHRAUNER AS A RESULT OF NEGLIGENT OPERATION OF THE SUBJECT AIRCRAFT AGAINST DEFENDANT INTERSTATE

95. The Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as if they were fully restated herein.

96. At all relevant times, Interstate by and through its employee, the pilot in command, owed a duty of reasonable care in operating the Subject Aircraft to the passengers on the subject aircraft, including decedents Courtney Haviland and William Shrauner.

97. At all relevant times, Interstate owed passengers, including decedents Courtney Haviland and William Shrauner, a duty of reasonable care in providing pilots capable of operating the Subject Aircraft safely for the Subject Flight.

98. Upon information and belief, at all relevant times, including on September 2, 2021, Interstate, including but not limited to through its employee, the pilot in command , was careless and/or negligent in its operation of the Subject Aircraft, in that, among other things:

- a. its employee, the pilot in command, partially engaged the Subject Aircraft's parking brake;
- b. its employee, the pilot in command, failed to recognize that the parking brake was engaged prior to taxi of the Subject Aircraft;
- c. its employee, the pilot in command, improperly began taxiing the Subject Aircraft while the parking brake was partially engaged.
- d. its employee, the pilot in command, failed to recognize that the parking brake was partially engaged during taxi of the Subject Aircraft;
- e. its employee, the pilot in command, failed to recognize that the parking brake was partially engaged before attempting to takeoff;
- f. its employee, the pilot in command, improperly began takeoff while the parking brake partially engaged;
- g. its employee, the pilot in command, failed to recognize that the parking brake was engaged while traveling down the runway;
- h. its employee, the pilot in command, failed to properly ensure that the Subject Aircraft was in safe configuration for takeoff before beginning takeoff;
- i. its employee, the pilot in command failed to properly abort takeoff after it was clear that the Subject Aircraft was not gaining the speed necessary for a safe takeoff;
- j. its employee, the pilot in command, failed to properly abort takeoff after it was clear that the Subject Aircraft was not achieving the lift necessary for a safe takeoff;
- k. its employee, the pilot in command, attempted to force the Subject Aircraft into the air even though it had not gained

the speed for a safe takeoff by the necessary point along the distance of the runway;

- l. its employee, the pilot in command, failed to exercise proper situational awareness;
- m. its employee, the pilot in command, failed to properly operate the Subject Aircraft;
- n. it failed to provide a pilot in command who would exercise due care in preparing for takeoff, including but not limited to ensuring that the parking brake was not engaged;
- o. it failed to provide a pilot in command who would exercise due care in operating the aircraft during takeoff, including but not limited to aborting takeoff when he was unable to achieve liftoff as expected;
- p. it failed to adopt and/or implement appropriate checklists requiring pilots to ensure that the parking brake was disengaged prior to initiating takeoff;
- q. it failed to adopt and/or implement appropriate checklists that would have prevented this crash;
- r. it failed to adopt and/or implement appropriate operating procedures requiring pilots to ensure that the parking brake was disengaged prior to initiating takeoff;
- s. it failed to adopt and/or implement appropriate operating procedures that would have prevented this crash;
- t. it failed to be aware of the accident and/or incident history for Cessna Citation aircraft in a manner that would have allowed it to adopt procedures to avoid this crash; and
- u. it took and/or failed to take other acts to be proven through discovery or at the trial of this matter, which were in the contravention of the exercise of due care, and reasonable prudence in operating the Subject Aircraft and Subject Flight.

99. As a proximate cause of Interstate's careless, negligent, and/or reckless breach of its duties of care, Courtney Haviland and William Shrauner were seriously injured and killed.

100. As a result of the foregoing, Interstate is liable to Plaintiff, the Estates of Courtney Haviland and William Shrauner, and all lawful beneficiaries, for all compensatory wrongful death and survival damages under applicable law, including but not limited to loss of Courtney Haviland's and William Shrauner's net earning capacity, Courtney Haviland's and William Shrauner's loss of enjoyment of life and loss of their ability to carry on life's nonremunerative activities, Courtney Haviland's and William Shrauner's fear of impending death, and conscious physical and emotional pain and suffering, as well as their beneficiary's lost monetary support, loss of inheritance, loss of intellectual, moral, and physical training, guidance and assistance, loss of society, grief, funeral expenses and all other pecuniary and non-pecuniary losses incurred as a result of the subject incident pursuant to and/or as otherwise allowed by applicable law, which exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and pre- and post-judgment interest pursuant to and/or as otherwise allowed by applicable law.

COUNT TWO

CLAIM FOR WRONGFUL DEATH AND SURVIVAL DAMAGES ARISING OUT OF THE DEATHS OF COURTNEY HAVILAND AND WILLIAM SHRAUNER AS A RESULT OF NEGLIGENT OPERATION OF THE SUBJECT AIRCRAFT AGAINST DEFENDANT BROOK HAVEN

101. The Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as if they were fully restated herein.

102. At all relevant times, Brook Haven, as the owner of and as an entity with operational control over the Subject Flight, owed a duty of reasonable care in operating the Subject Aircraft to the passengers on the subject aircraft, including decedents Courtney Haviland and William Shrauner.

103. Upon information and belief, at all relevant times, including on September 2, 2021, Brook Haven, as the owner and an entity with operational control over the Subject Flight, was

careless, negligent and/or reckless in its duties as owner and in the operation of the Subject Aircraft.

104. As a proximate cause of Brook Haven's careless, negligent, and/or reckless breach of its duties of care, Courtney Haviland and William Shrauner were seriously injured and killed.

105. As a result of the foregoing, Brook Haven is liable to Plaintiff, the Estates of Courtney Haviland and William Shrauner, and all lawful beneficiaries, for all compensatory wrongful death and survival damages under applicable law, including but not limited to loss of Courtney Haviland's and William Shrauner's net earning capacity, Courtney Haviland's and William Shrauner's loss of enjoyment of life and loss of their ability to carry on life's nonremunerative activities, Courtney Haviland's and William Shrauner's fear of impending death, and conscious physical and emotional pain and suffering, as well as their beneficiary's lost monetary support, loss of inheritance, loss of intellectual, moral, and physical training, guidance and assistance, loss of society, grief, funeral expenses and all other pecuniary and non-pecuniary losses incurred as a result of the subject incident pursuant to and/or as otherwise allowed by applicable law, which exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and pre- and post-judgment interest pursuant to and/or as otherwise allowed by applicable law.

COUNT THREE

CLAIM FOR WRONGFUL DEATH AND SURVIVAL DAMAGES ARISING OUT OF THE DEATHS OF COURTNEY HAVILAND AND WILLIAM SHRAUNER AS A RESULT OF PRODUCT DEFECTS AGAINST TEXTRON AVIATION FOR DESIGN, MANUFACTURE, INSPECTION, TESTING, DISTRIBUTION AND FAILURE TO WARN OF AN UNREASONABLY DANGEROUS PRODUCT PURSUANT TO THE CPLA, Conn. Gen. Stat. §§ 523-572m, et seq.

106. The Plaintiffs incorporate by reference the allegations contained in the foregoing paragraphs as if they were fully restated herein.

107. At all relevant times, Textron Aviation was the designer, manufacturer, inspector, tester, instructions and warnings author, seller, distributor, and marketer of the Subject Aircraft and/or the successor in interest and/or liability to the designer, manufacturer, inspector, tester, instructions and warnings author, seller, distributor, and marketer of the Subject Aircraft.

108. At all relevant times, and on September 2, 2021, the pilot in command was operating the Subject Aircraft as intended, and was using it in the manner for which it, and its component systems and parts, were designed, manufactured, selected, assembled, tested, distributed, and intended to be used, and in a manner reasonably anticipated and foreseen to Textron Aviation as designer and manufacturer of the Subject Aircraft.

109. The Subject Aircraft was expected to reach Brook Haven as an ultimate consumer and/or Interstate as an operator and did reach them without substantial change in the condition in which it was designed, manufactured, inspected, tested, labeled, distributed, marketed and sold.

110. At all relevant times, and on September 2, 2021, the Subject Aircraft was defective and unreasonably dangerous and unsafe by reason of its defective design, manufacture, selection, assembly, inspection, testing, sale, and/or by reason of inadequate instructions and/or procedures and/or by reason of the failure to warn of the same through warnings and cautions, in, among other things, that:

- a. the Subject Aircraft's parking brake could be partially engaged in a manner that dangerous drag from the brake could negatively impact aircraft takeoff performance and cause a crash, and the Subject Aircraft's Pilot's Operating Handbook failed to warn of this condition and/or supply an adequate checklist to address and/or remedy the risks of injury due to this condition;
- b. the Subject Aircraft's Pilot's Operating Handbook failed to adequately warn pilots of the characteristics of the Subject Aircraft that presented a risk of harm due to the parking brake being partially engaged;

- c. the Subject Aircraft's Pilot's Operating Handbook failed to warn pilots that the parking brake could be further engaged by pressing the toe brakes after the pull knob was extended;
- d. the Subject Aircraft's parking brake pull knob was located such that it was obscured from the view of the right-seat pilot preventing a cross-check confirmation of the proper take off configuration, and the Subject Aircraft's Pilot's Operating Handbook failed to warn of this condition and/or supply an adequate checklist to address and/or remedy the risks of injury due to this condition;
- e. the Subject Aircraft was not equipped with a warning annunciator light to alert pilots that the parking brake was engaged;
- f. the Subject Aircraft's takeoff configuration warning system did not alert pilots that the Subject Aircraft was not in a safe takeoff configuration because the parking brake was engaged as a standard feature;
- g. the Subject Aircraft, including but not limited to its parking brake system and/or its component parts were defectively designed such that it was unreasonably dangerous for its intended use;
- h. the Subject Aircraft, including but not limited to its parking brake system and/or its component parts, were defectively manufactured such that it was unreasonably dangerous for its intended use;
- i. the Subject Aircraft, including but not limited to its parking brake system and/or its component parts were improperly certified as safe for flight without proper testing both before and after it was placed into the stream of commerce;
- j. the design of the Subject Aircraft unreasonably departed from the standards used in the aviation industry in that it failed to adequately protect against takeoff with the parking brake partially engaged and failed to provide adequate warning of the parking brake being engaged prior to initiating takeoff roll;
- k. the Subject Aircraft was otherwise designed, manufactured, assembled, tested, marketed and distributed such that it did not provide adequate warnings of the danger of takeoff with the parking brake engaged;

- l. the Subject Aircraft failed to incorporate available technology and/or art that would have prevented dangerously unsafe takeoff with the parking brake engaged;
- m. the Subject Aircraft failed to incorporate available technology and/or art that would have warned that the parking brake was engaged prior to takeoff;
- n. the Subject Aircraft, including but not limited to its parking brake system, failed to use safe and/or adequate component parts capable of sustaining normal and safe operating conditions under reasonably expected conditions; and
- o. the Subject Aircraft suffered from some other defect in design, manufacture and/or warning that rendered the product unreasonably dangerous for its normal or intended use to be proven through discovery or at the trial of this matter.

111. Said defective, unreasonably dangerous and unsafe condition existed at the time the Subject Aircraft left the control of Textron Aviation's predecessor in interest and/or liability Cessna Aircraft Company and was not solely the result of causes other than a product defect existing at the time of the manufacture, testing, inspection, sale, and distribution of the Subject Aircraft.

112. Courtney Haviland's and William Shrauner's injuries and deaths were proximately caused by the defective, unreasonably dangerous, and unsafe condition of the Subject Aircraft, and Textron Aviation is liable to Plaintiff pursuant to the CPLA, Conn. Gen. Stat. §§ 52-572m, et seq.

113. At all relevant times, including on September 2, 2021, Textron Aviation owed a duty of reasonable care in designing, manufacturing, selecting, assembling, testing, marketing, selling, distributing, and/or issuing instructions, procedures and/or warnings for the Subject Aircraft, including its component systems and parts, so that it was safe for its foreseeable and intended use by purchasers, users and passengers of the Subject Aircraft, including decedents Courtney Haviland and William Shrauner.

114. Upon information and belief, at all relevant times, including on September 2, 2021, Textron Aviation was careless, negligent and/or reckless in their design of, manufacture of, selection of, assembly of, testing of, sale of, distribution of, writing instructions for, and/or warning for the Subject Aircraft, in that, among other things, it:

- a. designed the Subject Aircraft's parking brake such that it could be partially engaged in a manner that allowed it to be overcome and the aircraft to move subject to dangerous drag from the brake that negatively impacts aircraft takeoff performance, failed to warn of and/or remedy the risks of injury due to this condition, including but not limited to by supplying an adequate checklist to address those risks;
- b. failed to adequately warn pilots of the characteristics of the Subject Aircraft that presented a risk of harm due to the parking brake being partially engaged;
- c. failed to instruct pilots in the Subject Aircraft's Pilot's Operating Handbook that the parking brake could be further engaged by pressing the toe brakes after the pull knob was extended;
- d. designed the Subject Aircraft's parking brake such that the pull knob was located such that it was obscured from the view of the right-seat pilot, and/or failed to warn of and/or remedy the risks of injury due to this condition, including but not limited to by supplying an adequate checklist to address those risks;
- e. failed to include takeoff checklists requiring pilots to check that the parking brake was disengaged prior to beginning takeoff;
- f. failed to adequately address and/or remedy the risks of injury due to the failure to include takeoff checklists requiring pilots to check that the parking brake was disengaged prior to beginning takeoff;
- g. failed to design the Subject Aircraft with a warning annunciator light to alert pilots that the parking brake was

engaged, and/or failed to warn of and/or remedy the risks of injury due to this condition, including but not limited to by supplying an adequate checklist to address those risks;

- h. failed to design the takeoff configuration warning system to alert pilots that the Subject Aircraft was not in a safe takeoff configuration because the parking brake was engaged as a standard feature, and/or failed to warn of and/or remedy the risks of injury due to this condition, including but not limited to by supplying an adequate checklist to address those risks;
- i. defectively designed the Subject Aircraft, including but not limited to its parking brake system and/or its component parts such, such that it was unreasonably dangerous for its intended use;
- j. defectively manufactured Subject Aircraft, including but not limited to its parking brake system and/or its component parts, such that it was unreasonably dangerous for its intended use;
- k. improperly certified the Subject Aircraft, including but not limited to its parking brake system and/or its component parts as safe for flight without proper testing both before and/or after it was placed into the stream of commerce;
- l. tested and inspected the Subject Aircraft and its systems, including but not limited to its parking brake system and its component parts in a manner that unreasonably and dangerously failed to discover that it departed from a safe design;
- m. designed the Subject Aircraft in a manner that unreasonably departed from the standards used in the aviation industry in that it failed to adequately protect against takeoff with the parking brake partially engaged and failed to provide adequate warning of the parking brake being engaged prior to initiating takeoff roll;
- n. provided inadequate and misleading instructions relating to the Subject Aircraft's parking brake system;

- o. otherwise designed, manufactured, assembled, tested, marketed and distributed the Subject Aircraft such that it did not provide adequate warnings of the danger of takeoff with the parking brake engaged;
- p. failed to incorporate available technology and/or art into the Subject Aircraft that would have prevented dangerously unsafe takeoff with the parking brake engaged;
- q. failed to incorporate available technology and/or art into the Subject Aircraft that would have warned that the parking brake was engaged prior to takeoff;
- r. failed to properly support the Subject Aircraft post-sale by remedying the dangerous conditions posed by the design of the Subject Aircraft's parking brake, as well as the checklists provided in the Subject Aircraft's Pilot's Operating Handbook, which allowed the for the Subject to begin takeoff roll with the parking brake engaged and/or without notification to the pilot and/or by failing to supply adequate instructions or warnings regarding the same;
- s. failed to select and/or use safe and/or adequate component parts in the Subject Aircraft's parking brake system, capable of sustaining normal and safe operating conditions under reasonably expected conditions; and
- t. took and/or failed to take other actions to be proven through discovery or at the trial of this matter, which were in the contravention of the exercise of due care, and reasonable prudence.

115. As a proximate cause of Textron Aviation's careless, negligent, and/or reckless breach of their duties of care, Courtney Haviland and William Shrauner were seriously injured and killed, and Textron Aviation is liable to Plaintiff pursuant to the Connecticut Products Liability Act ("CPLA"), Conn. Gen. Stat. §§ 52-572m, et seq.

116. Prior to September 2, 2021, Textron Aviation implicitly warranted and represented that the Subject Aircraft and its component parts, including but not limited to the Subject Aircraft's

parking brake and warning annunciator system, were airworthy, of merchantable quality, fit and safe for the purposes for which they were designed, manufactured, assembled, tested, serviced, distributed, sold, intended, used, and that the instructions, manuals and warnings which had been issued were adequate and safe, and further that the Subject Aircraft and its component parts were free from defects.

117. Textron Aviation breached said implied warranties in that on September 2, 2021 the Subject Aircraft and its component parts, including but not limited to the Subject Aircraft's parking brake and warning annunciator systems were not airworthy, of merchantable quality, fit and safe for the purposes for which they were designed, manufactured, assembled, tested, serviced, distributed, sold, intended, used, and the instructions, manuals and warnings which had been issued were not adequate and safe, but were defective.

118. As a proximate cause of Textron Aviation's breach of their implied warranty, Courtney Haviland and William Shrauner were seriously injured and killed, and Textron Aviation is liable to Plaintiff pursuant to the CPLA, Conn. Gen. Stat. §§ 52-572m, et seq.

119. As a result of the foregoing, Textron Aviation is liable to Plaintiff, the Estate of Courtney Haviland and the Estate of William Shrauner, and all lawful beneficiaries, for all compensatory wrongful death and survival damages under applicable law, including but not limited to loss of Courtney Haviland's and William Shrauner's net earning capacity, Courtney Haviland's and William Shrauner's loss of enjoyment of life and loss of their ability to carry on life's nonremunerative activities, Courtney Haviland's and William Shrauner's fear of impending death, and conscious physical and emotional pain and suffering, as well as beneficiaries' lost monetary support, loss of inheritance, loss of intellectual, moral, and physical training, guidance and assistance, loss of society, grief, funeral expenses and all other pecuniary and non-pecuniary

losses incurred as a result of the subject incident, as well as exemplary and punitive damages, pursuant to and/or as otherwise allowed by applicable law, which exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and pre- and post-judgment interest pursuant to and/or as otherwise allowed by applicable law.

COUNT FOUR

CLAIM FOR PUNITIVE DAMAGES ARISING OUT OF THE DEATHS OF COURTNEY HAVILAND AND WILLIAM SHRAUNER AGAINST TEXTRON AVIATION Conn. Gen. Stat. § 52-240b

120. The Plaintiffs incorporate by reference the allegations contained in the foregoing paragraphs as if they were fully restated herein.

121. As alleged above, Textron Aviation exhibited a reckless indifference for the safety of the users of its products in that it had ample knowledge of at least 15 prior incidents showing the design of the Subject Aircraft's parking brake to be in a defective condition and dangerously unsafe to all those aboard because it could be left partially engaged during takeoff without notification to the pilot or requirement that the pilot in command check the parking brake prior to takeoff, yet Textron Aviation did not change either the design of the parking brake or its checklists to remedy those unsafe conditions.

122. Upon information and belief, Textron Aviation's design, manufacture, and failure to provide adequate warnings for the dangerously unsafe Subject Aircraft and its component systems and/or parts with knowledge of the likelihood of the risks of injury due to a dangerously designed parking brake system exhibits a conscious and deliberate disregard for safety and the rights of others such that the conduct may be called willful or wanton.

123. The defects alleged above, as well as the recklessly indifferent conduct of Textron Aviation in the face of repeated incidents involving the parking brake design incorporated into the

Subject Aircraft were a substantial factor in causing the injury and death of Plaintiff's decedents Courtney Haviland and William Shrauner.

124. As a result, Plaintiff alleges that Textron Aviation should be punished by an award of exemplary and/or punitive damages over and above compensatory damages, sufficient to deter Textron Aviation and others similarly situated from committing the acts and/or omissions detailed herein in accordance with applicable law, including but not limited to Conn. Gen. Stat. § 52-240b.

PRAYER FOR RELIEF

WHEREFORE, by virtue of the foregoing conduct, plaintiffs pray for judgment as follows:

- a) Money damages more than \$15,000;
- b) Punitive damages;
- c) Interest, costs and fees; and
- d) Such other relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY


Plaintiffs demand a trial by jury on all counts of this Complaint.

Dated: March 14, 2023

Respectfully submitted,

KREINDLER & KREINDLER LLP

By:



Andrew J. Maloney III (CT Juris No. 431503)
Justin T. Green (pro hac vice to be submitted)
Evan Katin-Borland (pro hac vice to be submitted)
485 Lexington Avenue
New York, NY 10017
Telephone: (212) 687-8181
Facsimile: (212) 972-9432
Email: amaloney@kreindler.com
Email: jgreen@kreindler.com
Email: ekatinborland@kreindler.com
Attorneys for Plaintiff