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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA AT ANCHORAGE

CASE NO.

Lyla Rediske, as Personal Representative of the  
Estate of Walter W. Rediske and on behalf of the  
Beneficiaries of the Estate including, Mary Elizabeth  
Rediske, and minors W.A.R., W.J.R., and E.J.R.

Plaintiff,

vs.

Bear Mountain Lodge, LLC, an Alaska  
Limited Liability Company; and

Merrill McGahan, individually, doing business as  
Bear Mountain Lodge; and

Lauri B. Johnson, individually, doing business as  
Bear Mountain Lodge

Texas Turbine Conversions, Inc., a  
Texas Corporation, registered to do  
business at 330 Private Road 2506, Decatur,  
Texas 76234; and

Honeywell International, Inc., a Delaware  
Corporation authorized to do business in  
Alaska, with a Registered Agent at Corporation  
Service Company 9360 Glacier Hwy Ste 202,  
Juneau, AK 99801; and

**COMPLAINT FOR DAMAGES  
NEGLIGENCE, WRONGFUL DEATH  
AND SURVIVAL ACTION**

**JURY DEMAND**

Recon Air Corporation, a foreign corporation,  
doing business at Lot #6 Geraldton District  
Airport, Geraldton, Ontario, Canada P0T 1M0; and

Viking Air Ltd., a foreign corporation, doing  
business at 1959 de Havilland Way, Sidney, British  
Columbia, Canada, V8L 5V5, and

Rediske Family Limited Partnership, an Alaska  
Limited Partnership, with a registered agent Lyla  
Rediske, 11749 Birch Knoll Loop, Anchorage,  
Alaska, 99515, and

JB Leasing Company LLC, an Alaska Limited  
Liability Company with a registered agent Jennifer  
Ann Bowman, c/o Michael Schilling, 420 N. Willow  
Street, Kenai, Alaska, 99611,

Defendants.

## **COMPLAINT**

COMES NOW Plaintiff, by and through the undersigned counsel and for their cause of action file this Complaint against Defendants Bear Mountain Lodge, LLC, Merrill McGahan, Lauri B. Johnson, Texas Turbine Conversions, Honeywell International, Inc., Recon Air Corporation, Viking Air Ltd. and the Rediske Family Limited Partnership, and JB Leasing Company LLC, and allege on information and belief:

### **NATURE OF THE CASE**

1. This is an action for negligence, wrongful death and survivor damages arising from the death of Plaintiff's decedent on July 7, 2013, the pilot of a charter aircraft traveling to Bear Mountain Lodge, the charter of which was arranged by Defendants, Bear Mountain Lodge, LLC, Merrill McGahan and Lauri B. Johnson (hereinafter Bear Mountain Defendants) over which the

Bear Mountain Defendants maintained certain operational control, from Soldotna, Alaska to the shore next to the Bear Mountain Lodge, across Cook Inlet, located on Chinitna Bay, Alaska.

2. This action includes claims for negligence, strict liability, defective design, defective manufacture, misrepresentation, failure to warn, failure to inspect, failure to correct deficiencies, breach of warranties, negligent supervision and wrongful death, and arises out of an airplane crash on July 7, 2013, resulting in the deaths of all persons on board.

3. Defendants Texas Turbine Conversions, Inc., Honeywell International, Inc., Recon Air Corporation and Viking Air Ltd. (hereinafter “Conversion Defendants”) modified the aircraft involved in this crash and provided parts and components for the aircraft. The modification took place on April 26, 2010.

4. Upon information and belief, the Bear Mountain Defendants performed the ground handling and loading of cargo and supplies to the aircraft and provided weight information to decedent, the pilot.

5. At all relevant times Defendant the Rediske Family Limited Partnership and/or JB Leasing Company LLC owned the deHavilland DHC-3 ”Otter” aircraft, Registration Number N93PC, (“the subject aircraft).

### **JURISDICTION AND VENUE**

6. This is an action for damages in excess of One Million Dollars, (\$1,000,000.00), exclusive of interest, costs, and attorneys’ fees.

7. Jurisdiction exists over this action and Defendants under 28 U.S.C. §§ 1332 and 1367.

8. Venue is proper because Defendants conducted significant business in this district, and a substantial part of the events or giving rise to the claim occurred in this judicial district. The decedent resided in this district.

10. All conditions precedent to bringing this action have been met.

### **PARTIES**

11. Plaintiff Lyla Rediske is the duly appointed Personal Representative of the Estate of Walter W. Rediske. Mary Elizabeth Rediske is the surviving widow of decedent Walter Rediske. W.A. Rediske, W.J. Rediske and E.J. Rediske are the decedent's three minor children and his surviving family members. The Estate is pending in the Probate Court of the County of Kenai, Alaska. Mary Elizabeth Rediske, the widow of the decedent and her three young children, W.A. Rediske, W.J. Rediske and E.J. Rediske are the beneficiaries/surviving family members and are all residents of Alaska, Kenai Peninsula Borough and were residents of this Borough at the time of the crash.

12. Plaintiff brings this action on behalf of the Estate and surviving family members.

13. Defendant Bear Mountain Lodge, LLC was a domestic Limited Liability Company registered to do business in the State of Alaska, with its principal place of business at 51361 Murphy St., Nikiski, AK 99635, and is subject to the jurisdiction of this Court under Alaska Code Ann. § 09.05.15.

14. Defendants Merrill McGahan and Lauri B. Johnson were and are residents of the State of Alaska, and are members of Defendant Bear Mountain Lodge, LLC. Upon information and belief, Bear Mountain Lodge, LLC was involuntarily dissolved by the Alaska Secretary of

State in 2014 and Defendants McGahan and Johnson are successor defendants and continue to do business as Bear Mountain Lodge.

15. Defendants Merrill McGahan and Lauri B. Johnson were and are residents of the State of Alaska, and were and are an owner, officer, member and/or director of Bear Mountain Lodge, LLC with direct legal and actual control over every aspect of Bear Mountain Lodge, LLC's business activities, including but not limited to the activities at issue in this action.

16. The Bear Mountain Defendants, upon information and belief, performed the ground handling and loading of cargo and supplies to the aircraft and provided weight information to decedent, the pilot.

17. Defendant Rediske Family Limited Partnership, is an Alaska limited partnership which owned the subject aircraft. It is registered to do business in Alaska and is located at 11749 Birch Knoll LP, Anchorage, AK 99515.

18. Defendant JB Leasing Company LLC was and is an Alaska Limited Liability Company registered to do business in the State of Alaska, with its principal place of business at 420 N. Willow Street, Kenai, AK 99611.

18. Defendant Viking Air Ltd. is a foreign corporation incorporated in Canada, with its principal place of business located at 1959 de Havilland Way, Sidney, British Columbia, Canada, V8L 5V5. Viking holds the type certificate for DHC-3 aircraft, making Viking the "Original Equipment Manufacturer (OEM) and is ultimately responsible to operators for all aspects of the aircraft, from parts support through design engineering and technical information." Upon information and belief, Viking Air Ltd. provides support for aircraft worldwide, including the

United States and specifically Alaska. Based on these contacts, jurisdiction in this court will not offend the notions of fair play and substantial justice.

19. Defendant Texas Turbine Conversions, Inc. is a Texas corporation doing business at the location of 3743 Airport Drive, Denison, Texas 75020, among other locations in Texas and elsewhere. Defendant Texas Turbines is registered to do business at 330 Private Road 2506, Decatur, Texas 76234.

20. Defendant Texas Turbines modified the crashing aircraft with its Texas Turbines Conversions “Super Otter” Supplemental Type Certificate (STC) 14.

21. Defendant Texas Turbines completed the modification and installation of modifications at Defendant Recon Air, which is a Texas Turbines’ authorized third-party installation facility. Recon Air completed the conversion of the crashing aircraft from a rotary engine aircraft to a turbine powered aircraft and Recon Air carried out the modification in concert with Texas Turbines and Honeywell.

22. Defendant Recon Air is a foreign corporation incorporated in Canada, with its principal place of business at Lot # 6 Geraldton District Airport, Geraldton, Ontario, Canada, P0T 1M0, and is an authorized service provider of Defendant Texas Turbine Conversions, Inc. Recon Air Inc. is engaged in substantial and not isolated activity in the State of Alaska, including the modification to passenger aircraft. Upon information and belief, Recon Air, Inc. has significant contacts with other corporate entities in the United States such that a cause of action against Recon Air in the United States based on these contacts will not offend the notions of fair play and substantial justice.

23. Defendant Honeywell is authorized to do business in Alaska and designed,

manufactured, and provided the engine for the subject aircraft. Honeywell has offices in this district at 4500 Business Park Boulevard, Anchorage, Alaska, 99503 and a registered agent at 9360 Glacier Hwy Suite 202, Juneau, Alaska, 99801. The engine was a Honeywell (formerly Allied Signal, formerly Garrett) TPE331-10R-511C, Part Number 3102170-6, serial number P42145C. The engine was overhauled on April 26, 2010, and installed on the subject aircraft on or about July 7, 2010, by Defendants and at Defendants' design and direction.

24. The Conversion Defendants were engaged in substantial and not isolated activity in the State of Alaska sufficient to subject them to the jurisdiction of this Court under Ann. § 90.05.015 and meet the continuous and systematic contact requirement for jurisdiction under the Fourteenth Amendment of the United States. Jurisdiction is also proper pursuant to Alaska Code Ann. § 90.05.015 (4)(A) and § 90.05.015 (4)(B).

#### **FACTS GIVING RISE TO CAUSES OF ACTION**

25. On or about July 7, 2013, the Bear Mountain Defendants arranged for the decedent Walter Rediske, to fly the subject aircraft from Nikiski to Soldotna, Alaska to pick up two families who were staying at Bear Mountain Lodge and take them from Soldotna to the lodge.

26. The Bear Mountain Defendants caused the plane to land at Soldotna, boarded the nine passengers and their baggage and proceeded to take off without providing accurate information regarding passenger and cargo weights to the decedent pilot and the Bear Mountain Defendants loaded the aircraft.

27. On July 7, 2013, about 11:20 a.m. Alaska Daylight Time, the deHavilland DHC-3 "Otter" aircraft, N93PC, sustained substantial damage after a collision with terrain shortly after takeoff from the Soldotna Airport in Soldotna, Alaska. The aircraft came to rest about 2,320 feet

from the threshold of runway 25 and about 154 feet right of the runway centerline. There was an extensive post-crash fire that consumed most of the cabin area of the airplane. The aircraft was owned and registered to the Rediske Family Limited Partnership, Nikiski, Alaska, and was piloted by Rediske Air, Inc., under provision of 14 C.F.R. Part 135, as an on-demand charter flight. The flight was directed by Bear Mountain Defendants.

28. Defendant Viking Air manufactured parts and components on the accident aircraft that failed during the takeoff causing the aircraft to crash into the ground.

29. The modification of the aircraft designed and completed by Conversion Defendants required new engine mounts which had to be fabricated and installed in the subject aircraft. The engine mounting was a welded tubular steel assembly that converted the aircraft for use with a turbine engine instead of the original reciprocating engine. The engine mount welds were not completed in a workmanlike manner, and there were gaps and separations in the welds, leaving separations between the tubes of the engine mounts. The Conversion Defendants failed to inspect, identify and correct the deficiencies in the modification, engine mounts, welds and engine power. Upon takeoff from Soldotna, the engine mounts and the engine mount welds failed— causing or contributing to the aircraft crash by causing the engine to shift within and or from its engine mounts, affecting and compromising the performance of the aircraft on takeoff. The engine did not provide power or sufficient power on takeoff.

30. The engine designed, overhauled, provided and installed by Conversion Defendants was a single-shaft engine consisting of a two-stage centrifugal compressor driven by a three stage axial flow turbine, a reverse-flow annual combustor, and an integral reduction gearbox that ran the engine controls and drove the propeller. The engine was supposed to

generate a maximum takeoff power of 940 shaft horsepower. However, upon takeoff on the fatal flight, the engine failed to generate the necessary and proper power and the takeoff was underpowered as a result of the failure of the engine to generate sufficient power or as a result of the loss of power, and therefore the propeller was not turning at the necessary speed.

**SURVIVAL ACTION**

(S.C. Code Ann. § 15-51-10)  
(Alaska Code Ann. § 90.55.570)

31. Decedent, during the course of the crash, suffered injury and damages caused by the negligence, actions, and omissions of Defendants, which injury and damages include, but are not limited to:

- a. Pain and suffering, including suffering in contemplation of his impending death;
- b. Shock and terror; and
- c. Mental and emotional distress.

32. Decedent's cause of action for his injuries and damages survive his death and pass to his Estate, including his surviving widow and three young children.

**WRONGFUL DEATH ACTION**

(S.C. Code Ann § 15-51-20)  
(Alaska Code Ann. § 90.55.280)

33. Plaintiff/decendent met his untimely death as a direct result of the aforementioned negligence, actions, and omissions of Defendants.

34. Plaintiff/decendent's surviving family members have experienced great mental anguish, suffering, bereavement, and loss of society, advice, companionship, comfort, grief, sorrow, protection, and pecuniary benefit as a result of the death of the decedent.

35. Plaintiff/decendent and the statutory beneficiaries/surviving family members are informed and believe, pursuant to the Alaska Wrongful Death Statute, they are entitled to a judgment against Defendants for an award of actual and punitive damages in an amount to be determined by the trier of fact and for any additional relief this Court deems just and proper.

**COUNT I**  
**NEGLIGENCE**  
**BEAR MOUNTAIN DEFENDANTS**

36. Plaintiff re-avers and re-alleges by reference all other paragraphs of the complaint as if fully restated herein.

37. The Bear Mountain Defendants owed a duty to the decedent to provide accurate information to him regarding the weight of cargo and passengers. The Bear Mountain Defendants also owed a duty to decedent to load the aircraft in a non-negligent manner.

38. Bear Mountain Defendants breached a duty of care by willfully, wantonly, recklessly, and negligently failing to provide accurate information to decedent regarding the weight of cargo and passengers and by willfully, wantonly, recklessly, and negligently loading the subject aircraft.

39. Bear Mountain Defendants knew, should have known, or in the exercise of reasonable care, would have known and it was reasonably foreseeable that the flight under such conditions subjected the decedent to an unreasonable risk of personal injury or death.

40. Bear Mountain Defendants' behavior was negligent, grossly negligent, reckless and wanton, in that Defendants:

a. Due to improper and inadequate supervision, oversight, and management, failed to conduct the loading of the flight in a safe and reasonable manner;

b. Due to improper and inadequate supervision, oversight, and management, failed to provide accurate information to the decedent regarding the actual weight of the cargo and passengers;

41. Bear Mountain Defendants knew, should have known, or in the exercise of reasonable care, would have known, that its failure to load the aircraft in a reasonable and non-negligent manner and its failure to provide accurate weight information to the decedent, that it was reasonably foreseeable that the decedent and passengers would face an unreasonable risk of personal injury or death.

42. Bear Mountain Defendants breached their duties to the decedent who was killed by the willful, wanton, reckless, and negligent misconduct of the Bear Mountain Defendants and their agents and this misconduct was a substantial contributing factor to and a proximate cause of the death of the decedent, and caused the damages sustained thereby.

43. The decedent is without any fault, factual or legal, for any of the negligent acts and omissions, or any of the willful, wanton, reckless and negligent misconduct of the Bear Mountain Defendants as set forth herein, all of which were a direct and proximate cause of the crash.

44. The loading and inadequate information provided to decedent, which resulted in the plane crash and death of the decedent and all others on board, was the direct and proximate result of the negligence and willful misconduct of Bear Mountain Defendants.

45. As a result of the Defendants' actions, Plaintiffs and Plaintiff's decedent suffered the damages listed herein below in Paragraph 74.

**COUNT II**  
**NEGLIGENCE**  
**CONVERSION DEFENDANTS**

46. Plaintiffs re-aver and re-allege by reference all other paragraphs of the complaint as if fully restated herein.

47. Conversion Defendants, and each of them, designed, manufactured, marketed, installed and modified the crashing aircraft and its components and systems.

48. Conversion Defendants have a duty to manufacture, design, distribute and sell products that are not unreasonably dangerous.

49. Conversion Defendants failed to use ordinary care, that is failed to do that which a designer, manufacturer, assembler, distributor and seller of the airplane and engine would have done under the same or similar circumstances and acted in a manner that such a corporation acting responsibly would not have acted under same or similar circumstances, including:

- a. Failure to provide adequate warnings for the safe use of the aircraft and engine;
- b. Failure to provide adequate instructions for the safe use of the aircraft and engine;
- c. Failure to properly design the aircraft, engine and modifications;
- d. Failure to properly assemble the aircraft, engine and modifications;
- e. Failure to properly carry out the modification;
- f. Failure to equip the aircraft and engine with proper instrumentation, alarms, detectors, and warning devices;
- g. Failure to properly test the aircraft, engine and modifications;
- h. Failure to properly inspect the aircraft, engine and modifications;
- i. Failure to market and sell the aircraft, engine and modifications with adequate instructions for its safe use.

26. The failure of the engine mount and welds and the failure of the engine to generate sufficient power on takeoff on the fatal flight directly caused or contributed to the crash of the aircraft and the death of the decedent and all onboard.

27. As a direct and proximate result of Conversion Defendants' conduct, the decedent sustained foreseeable serious personal injuries due to blunt force trauma as the plane crashed to the ground, including post-impact burns. As a result of these serious and personal injuries, the decedent died.

28. As a direct and proximate result of Conversion Defendants' conduct, Plaintiff's decedent was injured and killed and Plaintiffs suffered the damages set forth in Paragraph 74

**COUNT III**  
**STRICT LIABILITY**  
**CONVERSION DEFENDANTS**

29. Plaintiff re-avers and re-alleges by reference all other paragraphs of the complaint as if fully restated herein.

30. At all relevant times herein, Conversion Defendants were the designers, manufactures, certificate holders, distributors, sellers, modifiers, installers and/or marketers of the subject aircraft.

31. At the time of the crash, the aircraft was in substantially the same condition as when it left Conversion Defendants' possession.

32. The aircraft, engine components and modifications in question were in a defective condition at the time they left the control of Conversion Defendants.

33. At all times relevant, the operators used the aircraft in a way that was reasonably foreseeable to Conversion Defendants, and the aircraft's maintenance, modification, design and

re-engineering and replacement of the engine were substantial factors in causing the crash of the aircraft, the injuries and death of Plaintiff's decedent, and damages to the Plaintiffs.

34. At all times relevant, the subject aircraft was unreasonably dangerous due to the design and execution of the aircraft modification and other aircraft component parts.

35. By virtue of the defects and condition of the subject aircraft, the risks associated with the design and execution of the modification of the aircraft and other aircraft component parts outweighed the benefits due to the likelihood that harm would occur and the existence of alternative and safer designs that were available.

36. As designed, manufactured, modified, distributed and sold, the subject aircraft was dangerous and defective in that the engine and other aircraft component parts, including the engine mounts and welds, did not perform as expected or required, and did not perform as safely as an ordinary consumer would have expected on the day of the crash.

37. The subject aircraft's failure to perform safely was a substantial factor in causing the harm to Plaintiffs and Plaintiff's decedent.

38. The lack of warnings and instruction were substantial factors in causing the crash and the resulting harm to Plaintiffs and Plaintiff's decedent.

39. The subject aircraft was dangerous and defective in that the product lacked sufficient warning and instructions for safe use.

40. Conversion Defendants designed, manufactured, modified, distributed and sold the aircraft and other aircraft component parts with the risks described herein, which were known or knowable by the Conversion Defendants and were within the realm of scientific knowledge available to Conversion Defendants at the time of the design, manufacture, modification,

distribution and sale of the crashing plane, modifications and engine.

41. The risks associated with the modified aircraft presented a substantial danger to the pilot and the passengers, including Plaintiff's decedent.

42. Ordinary consumers, including Plaintiffs and Plaintiff's decedents would not have recognized the potential risks that the welds and engine mount would fail, and that the engine would fail to generate sufficient power to sustain flight or that its component parts would fail.

43. Conversion Defendants failed to warn and instruct users of the risks associated with their products.

44. At the time the airplane, component parts and engine left the control of Defendants, a safer alternative design of the product was available and would have prevented or significantly reduced the risk of personal injury or death without substantially impairing the utility of the airplane and engine. This safer alternative design was both economically and technologically feasible by the application of existing scientific knowledge.

45. As a direct and proximate result of Conversion Defendants' conduct, Plaintiff's decedent was injured and killed and Plaintiffs were harmed and suffered the damages set forth below.

**COUNT IV**  
**MISREPRESENTATION/BREACH OF WARRANTIES**  
**CONVERSION DEFENDANTS**

46. Plaintiff re-avers and re-alleges by reference all other paragraphs of the complaint as if fully restated herein.

47. Conversion Defendants expressly and impliedly represented the aircraft as

modified and its engine and component parts were safe and airworthy.

48. Conversion Defendants expressly and impliedly represented that the aircraft as modified and its engine and component parts were assembled in a good and workmanlike manner and that it was fit and safe for the purpose for which same was intended.

49. Conversion Defendants failed to disclose to Plaintiff's decedent that the aircraft's engine mounts and welds were deficient and that the engine could lose power on takeoff or not provide sufficient power on takeoff, and its component parts were defective.

50. At all times relevant herein, Defendants Texas Turbine Conversions Inc. and Recon Air Corporation held themselves out to purchasers and consumers of Otter aircraft as the world's leading modifier of Otter aircraft. With Defendant Honeywell's engine, Conversion Defendants' modifications changed the crashing aircraft from a reciprocating engine aircraft to into what was represented to be a higher-performance turbine aircraft. Defendant Viking Air Ltd. provided component parts for the aircraft. Defendant Viking Air Ltd. provided component parts for the aircraft and made representations about the aircraft with Defendant's airworthiness certificate.

51. In the condition in which the aircraft was delivered to the owners and operators, the aircraft was not suitable for its intended purpose and the Conversion Defendants knew or had reason to know of the intended use of the aircraft for a particular purpose.

52. At the time of purchase, Conversion Defendants knew or had reason to know that owners and operators, as well as the passengers, including Plaintiff's decedent, would rely on Conversion Defendants' skill and judgment to select a product that was suitable for a particular purpose.

53. Plaintiffs' decedents justifiably relied on Conversion Defendants' skill and

judgment in making the decision to design, modify, and supply the aircraft modification, engine and the components parts and upon its represented airworthiness. With its inherent design and modification defects and lack of adequate warnings and instructions, the product was not suitable for a particular purpose.

54. As a result of the unsuitability of the product and its failure to meet the intended purpose, Plaintiff's decedent was harmed, injured and died. Plaintiffs were damaged as a result of Conversion Defendants' failure to provide a product suitable for the particular purpose.

55. Conversion Defendants expressly represented that the aircraft was safe and airworthy, when in fact it was not.

56. Conversion Defendants made assurances that the aircraft was safe as designed, modified and manufactured, and work was performed to the highest quality and highest standards.

57. Conversion Defendants' failure to deliver the product as expressly and impliedly represented was a substantial factor in causing the crash and the harm to Plaintiff's decedent and Plaintiffs.

58. Conversion Defendants breached their implied warranty of merchantability by failing to meet acceptable industry and manufacturing standards in the design, construction, and marketing of said aircraft modification and engine.

59. As a direct and proximate result of Conversion Defendants' conduct, Plaintiff's decedent was injured and killed and Plaintiffs were harmed and suffered the damages set forth below.

**COUNT V**  
**NEGLIGENT SUPERVISION**  
**DEFENDANT TEXAS TURBINES**

60. Plaintiffs re-aver and re-allege by reference all other paragraphs of the complaint as if fully restated herein.

61. Defendant Texas Turbines was negligent in the supervision of Recon Air which, according to Texas Turbines, was Texas Turbines' authorized and approved installation facility to which Texas Turbines sent the aircraft for modification, and Recon Air failed to properly complete the modification in a workmanlike and airworthy manner.

62. Texas Turbines failed to supervise and ensure that the modification work complied with Federal Aviation Regulations and was completed with the highest degree of safety.

63. As a result of Texas Turbine's failure to properly supervise the modification, Plaintiff's decedent was injured and killed.

64. As a direct and proximate result of Texas Turbines conduct, Plaintiff's decedent were injured and killed and Plaintiffs were harmed and suffered the damages set forth below.

**COUNT VI**  
**NEGLIGENCE**  
**DEFENDANT REDISKE FAMILY LIMITED PARTNERSHIP AND JB LEASING**  
**COMPANY LLC**

65. Plaintiffs re-aver and re-allege by reference all other paragraphs of the complaint as if fully restated herein.

66. At all relevant times herein the Rediske Family Limited Partnership and or JB Leasing Company LLC was the owner of the subject aircraft.

67. The owner of an aircraft is responsible for its continued airworthiness.

68. At all relevant times hereto the subject aircraft was not airworthy.

69. The failure to maintain the aircraft as airworthy directly caused or contributed to the crash of the aircraft and the death of the decedent and all onboard.

70. As a direct and proximate result of the acts and omissions of Defendant Rediske Family Limited Partnership and JB Leasing Company LLC, the decedent sustained foreseeable serious personal injuries due to blunt force trauma as the plane crashed to the ground, including post-impact burns. As a result of these serious and personal injuries, the decedent died.

71. As a direct and proximate result of Defendant Rediske Family Limited Partnership and JB Leasing Company's conduct, Plaintiff's decedent was injured and killed and Plaintiffs suffered the damages set forth below.

**COUNT VII**  
**WRONGFUL DEATH**  
**ALL DEFENDANTS**

72. Plaintiffs re-aver and re-allege by reference all other paragraphs of the complaint as if fully restated herein.

73. As a direct and proximate result of the negligence of the Defendants, Plaintiffs and Plaintiff's decedent suffered injuries and death.

74. The Estate and the surviving family members of Plaintiff's decedent have in the past, do in the present and will in the future continue to suffer the following damages:

- a. All economic and non-economic damages allowed by law;
- b. A measurable and significant period before and after the first and subsequent impacts, during the fire, as well as before the death of Plaintiffs'

decedents which Plaintiffs' decedents sustained significant personal injuries, including conscious and physical pain and suffering, pre and post impact fright and terror, fear of impending death, mental anguish, emotional distress, and other severe injuries, suffering, distress and harm for a measurable period of time prior to death;

- c. Loss of being able to live life and the enjoyment of life;
- d. Loss of earnings of Plaintiff's decedent from the date of death, less lost support and services, excluding contributions in kind, with interest;
- e. Loss of gross earning power and earning capacity;
- f. Loss of net accumulations;
- g. Loss of past earnings;
- h. Loss of future and prospective earnings;
- i. Loss of inheritance;
- j. Full pecuniary loss of the decedent;
- k. Loss of prospective estate accumulations;
- l. Post-mortem, funeral, memorials and other expenses which have been incurred due to the decedent's death that have become a charge against the Estate or that were paid by or on behalf of the decedents;
- m. Pre-judgment interest;
- n. Costs and attorneys' fees;
- o. Any and all other damages to which the decedent, and his representative, estate, survivors and beneficiaries are lawfully entitled;
- p. Loss of support and services in money or in kind from the date of the decedent's death to the extent of his normal life expectancy;
- q. Loss of the decedent's companionship, instruction, guidance, and physical and mental pain and suffering from the date of the decedent's death;
- r. Grief, emotional distress, and sorrow of the family and beneficiaries;

- s. Loss of enjoyment of life of his surviving family and beneficiaries;
- t. Loss of the value of not having to live one's life alone;
- u. Loss of care, comfort, companionship and consortium;
- v. Loss of guidance and tutelage;
- w. Loss of life's pleasures;
- x. Loss of earnings;
- y. Loss of society;
- z. Loss of companionship;
- aa. Loss of love;
- bb. Loss of affection;
- cc. Loss of solace;
- dd. Loss of protection;
- ee. Loss of moral guidance;
- ff. Loss of counsel;
- gg. Loss of moral support;
- hh. Loss of familial care;
- ii. Loss of consortium;
- jj. Loss of advice;
- kk. Punitive exemplary damages as allowed by law; and
- ll. Any and all other damages to which each decedent, and his representatives, estate, survivors and beneficiaries are lawfully entitled.

WHEREFORE, Plaintiffs demand judgment against all Defendants for all damages, including punitive and/or exemplary damages and prejudgment interest recoverable for the Defendants' conduct, including attorneys' fees and other such relief as the Court deems appropriate.

**DEMAND FOR JURY TRIAL**

The Plaintiffs demand trial by jury of all issues triable as of right.

DATED this 2nd day of July, 2015.

Respectfully submitted,

/s/ Peter R. Ehrhardt, Esquire

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