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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

11 AMBER SAX, individually, as Successor-in-
12 Interest of John J. Sax, and as guardian ad
13 litem for the surviving children of John J.
14 Sax; AVERY RASMUSON, individually, as
15 Successor-in-Interest of Seth D. Rasmuson,
16 and as guardian ad litem for the surviving
17 child of Seth D. Rasmuson; EMILY
18 BAXTER, individually and as Successor-in-
19 Interest of Nathan E. Carlson; WAYLAND
20 B. STRICKLAND, individually and as
21 Successor-in-Interest of Evan A. Strickland;
22 MICHELLE A. STRICKLAND, individually
23 and as Successor-in-Interest of Evan A.
24 Strickland;

25 *Plaintiffs,*

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v.

BELL TEXTRON, INC.; THE BOEING
COMPANY; ROLLS-ROYCE CORP.; and
ROLLS-ROYCE NORTH AMERICA, INC.,

Defendants.

CASE NO. '24CV0906 MMAMSB

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

1
2 1. This case arises from the fatal crash of a U.S. Marine Corps V-22
3 “Osprey” aircraft with Bureau Number 168018 which was assigned callsign
4 “SWIFT 11.”
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6 2. On June 8, 2022, SWIFT 11 suffered a catastrophic failure in-flight and
7
8 a subsequent impact with terrain tragically killing Plaintiffs’ decedents, who were
9 the aircraft’s crew during a training mission (the “Accident”).
10

THE PARTIES

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12 3. Plaintiff AMBER SAX is a citizen and resident of the
13 State of California, and she is the widow and Successor-in-Interest
14 (Declaration attached) of Captain John J. Sax, United States
15 Marine Corps, deceased, and the natural mother and guardian ad
16
17 litem of E.S. and E.S., minors.
18



John J. Sax

19 4. E.S., a minor, is the first-born natural child of Plaintiff AMBER SAX
20 and Plaintiff’s decedent Captain John J. Sax, deceased.
21

22 5. E.S., a minor, is second-born natural child of Plaintiff AMBER SAX
23 and Plaintiff’s decedent Captain John J. Sax, deceased, with the same initials as their
24 first-born child.
25

26 6. Decedent Captain John J. Sax was, at the time of his passing, a citizen
27 of the State of California.
28

1 7. Plaintiff AVERY RASMUSON is a citizen and
 2 resident of State of Montana, and she is the widow and Successor-
 3 in-Interest (Declaration attached) of Corporal Seth D. Rasmuson,
 4 United States Marine Corps, deceased, and the natural mother and
 5 guardian ad litem of R.R., a minor.



Seth D. Rasmuson

8 8. R.R., a minor, is the natural child of Plaintiff AVERY RASMUSON
 9 and Plaintiff's decedent Corporal Seth D. Rasmuson.

11 9. Decedent Corporal Seth D. Rasmuson was, at the time of his passing, a
 12 citizen of the State of California.

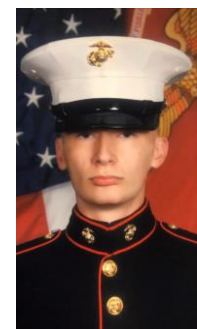
14 10. Plaintiff EMILY E. BAXTER is a citizen and
 15 resident of State of North Carolina, and she is the widow and
 16 Successor-in-Interest (Declaration attached) of Corporal Nathan
 17 E. Carlson, United States Marine Corps, deceased.



Nathan E. Carlson

19 11. Decedent Corporal Nathan E. Carlson was, at the
 20 time of his passing, a citizen of the State of California.

22 12. Plaintiff WAYLAND B. STRICKLAND is a citizen and
 23 resident of State of New Mexico, and he is the natural father and
 24 Successor-in-Interest (Declaration attached) of Lance Corporal Evan
 25 A. Strickland, United States Marine Corps, deceased.



Evan A. Strickland

/

1 13. Plaintiff MICHELLE A. STRICKLAND is a citizen and resident of
2 State of New Mexico, and she is the natural mother and Successor-in-Interest
3 (Declaration attached) of Lance Corporal Evan A. Strickland, United States Marine
4 Corps, deceased.
5

6 14. Decedent Lance Corporal Evan A. Strickland was, at the time of his
7 passing, a citizen of the State of California.
8

9 15. Defendant BELL TEXTRON, INC. (“BELL”) is a corporation
10 organized and existing under the laws of the State of Delaware with a principal place
11 of business located at 3255 Bell Flight Blvd., Fort Worth, Texas 76118.
12

13 16. Defendant BELL is registered to do business in the State of California
14 with Secretary of State File Number 1112059.
15

16 17. Defendant BELL conducts substantial and not isolated business in this
17 State and District, and it maintains a registered agent in California as follows: The
18 Corporation Company, 555 Capital Mall, Suite 1150, Sacramento, California 95814.
19

20 18. Defendant THE BOEING COMPANY (“BOEING”) is a corporation
21 organized and existing under the laws of the State of Delaware with a principal place
22 of business located at 929 Long Bridge Drive, Arlington, Virginia 22202.
23

24 19. Defendant BOEING is registered to do business in the State of
25 California with Secretary of State File Number 367504.
26
27
28

1 20. Defendant BOEING conducts substantial and not isolated business in
2 this State and District, and it maintains a registered agent in California as follows:
3 CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento,
4 California 95833.
5

6 21. Defendant ROLLS-ROYCE CORPORATION (“RRC”) is a
7 corporation organized and existing under the laws of the State of Delaware with a
8 principal place of business located at 450 South Meridian Street, Indianapolis,
9 Indiana 462205.
10

11 22. Defendant RRC is registered to do business in the State of California
12 with Secretary of State File Number 1867640.
13

14 23. Defendant RRC conducts substantial and not isolated business in this
15 State and District, and it maintains a registered agent in California as follows: CSC
16 – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento,
17 California 95833.
18

19 24. Defendant ROLLS-ROYCE NORTH AMERICA, INC. (“RRNA”) is
20 a corporation organized and existing under the laws of the State of Delaware with a
21 principal place of business located at 1900 Reston Metro Plaza, Suite 400, Reston,
22 Virginia 20190.
23

24 25. Defendant RRNA is registered to do business in the State of California
25 with Secretary of State File Number 2342808.
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1 26. Defendant RRNA conducts substantial and not isolated business in this
2 State and District, and it maintains a registered agent in California as follows: CSC
3 – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento,
4 California 95833.
5

6 27. Defendants RRC and RRNA are referred to collectively herein as
7 Defendant ROLLS.
8

9 28. Defendants BELL, BOEING, and ROLLS are referred to collectively
10 herein as “Defendants” unless otherwise specified.
11

12 **JURISDICTION AND VENUE**

13 29. This Court has subject matter jurisdiction of this matter pursuant to
14 Article I, § 8, cl. 17 of the United States Constitution, because the incident occurred
15 in a federal enclave, namely Range 2512 which is located on land that lies beneath
16 the airspace of Restricted Area 2512. The incident occurred in one of two areas
17 designated for live aerial gunnery training, specifically the area called Inky Barley.
18 (See *Willis v. Craig*, 555 F.2d 724, 726 (9th Cir. 1977); *Celli v. Shoell*, 40 F.3d 324,
19 328 (10th Cir. 1994).)
20
21

22 30. The incident occurred within Range 2512, which is a federal enclave
23 located wholly within Imperial County within the State of California. Range 2512 is
24 operated, controlled, maintained, and secured by the Federal Government, through
25 the Department of the Navy.
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1 31. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. §
2 1332 because there is complete diversity of citizenship between the Parties.

3 32. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. §
4 1332 because the amount in controversy exceeds \$75,000 exclusive of interest and
5 costs.
6

7 33. This Court has personal jurisdiction over all Defendants, and each of
8 them individually, by virtue of California Code of Civil Procedure 410.10 consistent
9 with the Due Process clause of the United States Constitution because all
10 Defendants, and each of them individually, have purposefully availed themselves of
11 California's benefits, the claims stated herein arise out of or relate to Defendants'
12 contacts with the forum, and the exercise of jurisdiction over Defendants by this
13 Court comports with traditional notions of fair play and substantial justice, because
14 Defendants:
15
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17

18 a. are registered to do business in California as alleged in
19 paragraphs 21 through 27;
20

21 b. operate, conduct, engage in, or carry on a business in this state
22 or have an office in this state, and employ California residents who work in
23 this state;
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1 c. breached a contract in this state by failing to perform acts
2 required by the contract to be performed in this state, and Plaintiffs and their
3 decedents are third-party beneficiaries of said contracts;
4

5 d. placed defective products that caused harm in this state into the
6 stream of commerce, and they have the requisite minimum contacts here such
7 that they should fairly anticipate being hauled into court here;
8

9 e. committed tortious acts and/or omissions that resulted in the
10 wrongful deaths of service members in this state;
11

12 f. contracted with the U.S. Government to deliver products, goods,
13 and/or services to California in connection with military aircraft in general
14 and V-22 Osprey aircraft in particular to military bases within California
15 including Marine Corps Air Station Camp Pendleton California, Marine
16 Corps Air Station Miramar, California, Naval Air Station North Island
17 California, Naval Air Station Point Mugu California, and Edwards Air Force
18 Base California;
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21

22 g. sent their respective employees and/or agents who are technical
23 representatives "TECHREPS" for military aircraft in general and V-22
24 Osprey aircraft in particular to military bases within California including
25 Marine Corps Air Station Camp Pendleton California, Marine Corps Air
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1 Station Miramar California, Naval Air Station North Island California, Naval
2 Air Station Point Mugu California and Edwards Air Force Base California;

3 h. maintain a network of multiple authorized dealers, maintenance,
4 support, and service centers within California to sell and service Defendants'
5 products in-state;
6

7 i. targeted California through advertising and marketing efforts,
8 including attending and participating in aviation trade shows within the state,
9 and have sold their products in California as a result of said efforts; and/or
10

11 j. litigated multiple lawsuits in California courts as both a plaintiff
12 and defendant over the years.
13

14 34. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2)
15 because a substantial part of the events or omissions giving rise to the claim occurred
16 in this District near Glamis, Imperial County, California.
17

18 35. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(c)(2)
19 because all Defendants, and each of them, are deemed to reside here and are subject
20 to the Court's personal jurisdiction here.
21

22 36. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(c)(2)
23 because all Defendants, and each of them, have the capacity to sue and be sued here.
24

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FACTUAL BACKGROUND

A. BACKGROUND OF THE V-22 “OSPREY” AIRCRAFT

37. The V-22 Osprey aircraft is a land- and sea-based, tiltrotor, multi-mission aircraft operated by the United States Marine Corps, Navy and Air Force.

38. The V-22 Osprey carries a crew of between three and five crew members, depending upon the mission assigned.

39. The V-22 Osprey does not have ejection seats or parachutes to facilitate crew egress in the event of a catastrophic emergency.

40. Rather, in the event of a catastrophic emergency the crew must engage in a forced landing on land or water.

41. The V-22 Osprey’s tilting “proprotors” allow the aircraft to takeoff or land vertically, like a helicopter with rotors, but fly horizontally in forward flight like an airplane with propellers.



Photo of V-22 in vertical flight



Photo of V-22 in forward flight

42. The complex moving engine and proprotor system has a transmission-type system that is supposed to provide redundancy and power to both proprotors in the event that one engine fails.

43. The vertical flight characteristics of the V-22 Osprey are supposedly advantageous over a traditional airplane because they supposedly allow for takeoff and landing without a runway or airport.

44. The forward flight characteristics of the V-22 Osprey are supposedly advantageous over a traditional helicopter because they supposedly allow for faster transit.

45. However the aircraft, as fielded, has failed and continues to fail to meet the government's safety and reliability specifications and requirements and the aircraft is not safe in the vertical operating mode, horizontal operating mode, or any transitional or other operating mode in between.

1 46. On Thursday, September 28, 2023 the United States Department of
2 Justice announced that The Boeing Company resolved “allegations that it violated
3 the False Claims Act by submitting false claims and making false statements in
4 connection with contracts with the U.S. Navy to manufacture the V-22 Osprey, a
5 tiltrotor military aircraft.” **(Exhibit A, Dept. of Justice Press Release Sept. 23,**
6 **2023).**
7

8
9 47. On December 31, 2023 the United States House of Representatives’
10 Committee on Oversight and Accountability sent a letter to the Secretary of Defense
11 summarizing the safety and reliability problems with the Osprey and requested eight
12 categories of documents related to Osprey safety. **(Exhibit B, Letter, Dec. 21,**
13 **2023).**
14

15
16 **B. BACKGROUND OF THE DEFENDANTS**
17

18 48. Defendants BELL and BOEING are the general contractors that jointly
19 design, manufacture, and assemble V-22 Osprey aircraft in or near Philadelphia,
20 Pennsylvania and Amarillo, Texas.
21

22 49. Defendant ROLLS is the contractor that designs, manufactures, and
23 assembles, V-22 Osprey engines, which are model AE1107C turboshaft engines,
24 and related components and systems which provide power to both proprotors, in or
25 near Indianapolis, Indiana.
26
27
28

1 50. The ROLLS AE1107C engine, originally designed as the Allison T406
2 engine, has several variants, is a commercially available aircraft engine, and is not
3 unique to military operations.
4

5 51. Defendant ROLLS provides its aircraft engines and their component
6 parts to various locations in California.
7

8 52. Defendants BELL, BOEING, and ROLLS supply, maintain,
9 troubleshoot, and repair V-22 Osprey aircraft, engines, and their component parts in
10 California.
11

12 53. Defendants BELL, BOEING, and ROLLS maintain a regular presence
13 in California through their TECHREPS who assess, maintain, troubleshoot, and
14 repair V-22 Osprey aircraft, engines, and their component parts and/or assist with
15 their assessment, maintenance, troubleshooting, and repair.
16
17

18 **C. RELEVANT AIRCRAFT SYSTEMS BACKGROUND**

19 54. The V-22 Osprey is designed, manufactured, and produced by
20 Defendants BELL and BOEING to perform its mission in all weather conditions,
21 during the day and at night, and it is specifically designed, manufactured, and
22 produced to conduct flight operations in very close proximity to the ground and/or
23 water.
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1 55. The ROLLS engine output power is controlled by a Full Authority
2 Digital Engine Control (“FADEC”) and that engine power is transferred to the
3 propellers by a torque shaft through a clutch assembly and gearboxes.
4

5 56. The FADEC can automatically command an engine shutdown without
6 authority or command from the pilot.
7

8 57. A clutch assembly failure due to internal slippage results in a Hard
9 Clutch Engagement (“HCE”) which results in severe damage to the drive system
10 components on the affected side.
11

12 58. The internal slippage in the clutch assembly is caused by a faulty clutch
13 component known as an Input Quill Assembly that does not meet the government’s
14 specifications for operation, durability, endurance, or reliability.
15

16 59. The BELL/BOEING design, manufacture, production, and/or assembly
17 of the V-22 Osprey aircraft includes a system that is meant to automatically transfer
18 power from one engine to both propellers in the event that one engine fails.
19

20 60. The system described above is called the Interconnect Drive System
21 (ICDS).
22

23 61. The ICDS concept is not unique to the Osprey and has been used in
24 other applications safely for years.
25

26 62. However, the Osprey’s ICDS is flawed, unsafe, and does not meet the
27 government’s specifications for safety and/or reliability.
28

1 63. The Osprey's ICDS also lacks redundancy, contributes to catastrophic
2 systems failure, and grossly fails to meet specifications, because it allows a HCE on
3 one side to initiate a HCE on the other side which results in the assured loss of the
4 aircraft and occupants with no corrective action available to the brave military pilots
5 and crew, who are along for the ride to their deaths.
6

7
8 **D. THE ACCIDENT AT ISSUE IN THIS COMPLAINT**

9 64. While on a training mission during the day with good weather within
10 the Continental United States, specifically Southern
11 California, on June 8, 2022, SWIFT 11 suffered a single HCE that, due to the
12 Osprey's lack of compliance with specifications, cascaded into a catastrophic dual
13 HCE event and an uncontrollable asymmetric thrust condition.
14
15

16 65. SWIFT 11 tragically impacted the ground at 12:14 p.m. on territorial
17 lands owned by the United States federal government, specifically at Target 68 (Inky
18 Barley) within Range 2512.
19

20 66. SWIFT 11's catastrophic mechanical failure and crash was not caused
21 by the pilots or aircrew.
22

23 67. SWIFT 11's catastrophic mechanical failure and crash was not caused
24 by improper maintenance.
25

26 68. The components that failed on SWIFT 11 were in the same condition
27 on the day of the accident as the day they left Defendants' factories and/or control.
28

1 69. There were no prior indications or warnings to the pilots or aircrew of
2 Swift 11 that a dual HCE event would occur.

3 70. Due to the Osprey's lack of compliance with government
4 specifications, the SWIFT 11's pilots and crew were powerless to counteract the
5 aircraft's uncontrollable asymmetric thrust condition where there was a sudden loss
6 of thrust on the right proprotor and positive thrust on the left proprotor.
7

8 71. Due to the Osprey's lack of compliance with government
9 specifications, SWIFT 11's right engine FADEC shut down the right engine without
10 command from the pilot during the dual HCE event.
11

12 72. Due to the ICDS's lack of redundancy and compliance with
13 government specifications, power was not transferred from the operational left
14 engine to the inoperative right proprotor.
15

16 73. Due to their defective products, breaches of contracts, breaches of
17 warranties, wrongful actions and omissions, the defendants named herein caused the
18 Accident and the tragic deaths of Plaintiffs' decedents, five fine young United States
19 Marines.
20

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22
23 **COUNT I – STRICT LIABILITY (Manufacturing Defect)**
24 ***Plaintiffs v. All Defendants***

25 74. Plaintiffs incorporate by reference each prior and subsequent
26 allegation as though fully set forth herein.
27
28

1 75. At all times material all Defendants, and each of them, were in the
2 business of designing, developing, manufacturing, assembling, testing, servicing,
3 distributing, supplying, and/or selling the airframe, engines, propellers, and
4 component parts of V-22 Osprey aircraft, including SWIFT 11, and providing
5 accompanying product support, airworthiness materials, maintenance materials,
6 operating instructions and procedures, and abnormal/emergency procedures.
7

9 76. At all times material all Defendants, and each of them, are liable to
10 Plaintiffs under the theory of Strict Liability in that:
11

12 a. SWIFT 11, the entire aircraft, was defective and unreasonably
13 dangerous because it did not meet the government's specifications for
14 operation, durability, endurance, or reliability;
15

16 b. SWIFT 11, the entire aircraft, was defective and unreasonably
17 dangerous because it failed to conform to the design criteria of the product by
18 allowing a dual HCE;
19

20 c. SWIFT 11, the entire aircraft, was defective and unreasonably
21 dangerous because it failed to conform to its design criteria by allowing a
22 single HCE to result in a catastrophic and uncontrollable condition;
23

24 d. SWIFT 11, the entire aircraft, was defective and unreasonably
25 dangerous because it failed to conform to its design criteria by allowing a
26 single engine failure to result in a catastrophic and uncontrollable condition;
27
28

1 e. SWIFT 11, the entire aircraft, was defective and unreasonably
2 dangerous because it failed to conform to its design criteria by allowing an
3 ICDS failure to result in a catastrophic and uncontrollable condition;
4

5 f. the input quill assembly\assemblies onboard SWIFT 11 were
6 defective and unreasonably dangerous because they did not meet the
7 government's specifications for operation, durability, endurance, or
8 reliability;
9

10 g. the input quill assembly\assemblies onboard SWIFT 11 were
11 defective and unreasonably dangerous because it/they failed to conform to
12 its/their design criteria by allowing internal slippage to result in an HCE;
13
14

15 h. the clutch assemblies onboard SWIFT 11 were defective and
16 unreasonably dangerous because they did not meet the government's
17 specifications for operation, durability, endurance, or reliability;
18

19 i. the clutch assemblies onboard SWIFT 11 were defective and
20 unreasonably dangerous because an internal slippage resulted in an HCE;
21

22 j. the ICDS onboard SWIFT 11 was defective and unreasonably
23 dangerous because it did not meet the government's specifications for
24 operation, durability, endurance, or reliability;
25
26
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28

1 k. the ICDS onboard SWIFT 11 was defective and unreasonably
2 dangerous because it failed to conform to its design criteria by allowing an
3 asymmetric thrust condition when a single engine failed;
4

5 l. the ICDS onboard SWIFT 11 was defective and unreasonably
6 dangerous because it failed to conform to its design criteria by allowing a
7 single HCE to result in a catastrophic and uncontrollable condition;
8

9 m. the engines onboard SWIFT 11 were defective and unreasonably
10 dangerous because they did not meet the government's specifications for
11 operation, durability, endurance, or reliability;
12

13 n. the engines onboard SWIFT 11 were defective and unreasonably
14 dangerous because the FADEC commanded that one engine shut down and
15 the other remain running during a dual HCE event;
16

17 o. the defect and unreasonably dangerous conditions in the aircraft,
18 engines, ICDS, clutch assemblies, and input quill assemblies caused the
19 deaths of Plaintiffs' decedents and Plaintiff's damages;
20

21 p. the defect and unreasonably dangerous condition in the aircraft,
22 engines, ICDS, clutch assemblies, and input quill assemblies existed at the
23 time the system left Defendants' possession and was supplied to the
24 government;
25
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1 q. the defect and unreasonably dangerous condition in the aircraft,
2 engines, ICDS, clutch assemblies, and input quill assemblies were not
3 substantially changed on the day of the Accident;

4 r. the entire airplane was defective and unreasonably dangerous
5 due to the flaw in the systems and components that were integrated into it;
6 and/or
7

8 s. the engine/clutch assembly/ICDS interface was defective and
9 unreasonably dangerous due to the flaw in the input quill assembly that was
10 integrated into them.
11

12 77. As a direct and or proximate result of the defective and unreasonably
13 dangerous condition of the aircraft, engines, FADECs, ICDS, clutch assemblies,
14 and/or input quill assemblies, all Plaintiffs, and each of them, have suffered
15 pecuniary and non-pecuniary damages exceeding \$75,000.00.
16
17

18 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
19 their favor against all Defendants, and each of them, for all damages, costs, and
20 expenses allowable under the law.
21

22 **COUNT II – STRICT LIABILITY (Design Defect)**
23 ***Plaintiffs v. All Defendants***
24

25 78. Plaintiffs incorporate by reference each prior and subsequent allegation
26 as though fully set forth herein.
27
28

1 79. At all times material all Defendants, and each of them, were in the
2 business of designing, developing, manufacturing, assembling, testing, servicing,
3 distributing, supplying, and/or selling the airframe, engines, propellers, and
4 component parts of V-22 Osprey aircraft and SWIFT 11 and providing
5 accompanying product support, airworthiness materials, maintenance materials,
6 operating instructions and procedures, and abnormal/emergency procedures.
7

8
9 80. At all times material all Defendants, and each of them, are liable to
10 Plaintiffs under the theory of Strict Liability in that:
11

12 a. SWIFT 11, the entire aircraft and all of its component parts, was
13 defective and unreasonably dangerous because it was designed with a flaw
14 that allowed a dual HCE event to occur;
15

16 b. SWIFT 11, the entire aircraft and all of its component parts, was
17 defective and unreasonably dangerous because it did not perform as safely as
18 an ordinary pilot would expect when used as intended because it was designed
19 with a flaw that allowed a dual HCE event to occur;
20

21 c. SWIFT 11, the entire aircraft and all of its component parts, was
22 defective and unreasonably dangerous because it was designed with a flaw
23 that allowed an uncontrollable asymmetric power condition to occur;
24

25 d. SWIFT 11, the entire aircraft and all of its component parts, was
26 defective and unreasonably dangerous because it did not perform as safely as
27
28

1 an ordinary pilot would expect when used as intended because it was designed
2 with a flaw that allowed an uncontrollable asymmetric power condition to
3 occur;
4

5 e. SWIFT 11, the entire aircraft and all of its component parts, was
6 defective and unreasonably dangerous because it was designed with a flaw
7 that allowed a single HCE to result in a catastrophic and uncontrollable
8 condition;
9

10 f. SWIFT 11, the entire aircraft and all of its component parts, was
11 defective and unreasonably dangerous because it did not perform as safely as
12 an ordinary pilot would expect when used as intended because it was designed
13 with a flaw that allowed a single HCE to result in a catastrophic and
14 uncontrollable condition;
15
16

17 g. the engines and FADECs onboard SWIFT 11 were defective and
18 unreasonably dangerous because they were designed with a flaw that allowed
19 an engine shutdown to occur without command from the pilot;
20
21

22 h. the engines, FADECs onboard SWIFT 11 were defective and
23 unreasonably dangerous because they did not perform as safely as an ordinary
24 pilot would expect when used as intended because it was designed with a flaw
25 that allowed an engine shutdown to occur without command from the pilot;
26
27
28

1 i. the ICDS onboard SWIFT 11 was defective and unreasonably
2 dangerous because it was designed with a flaw and without redundancy that
3 allowed a catastrophic asymmetric thrust condition;
4

5 j. the ICDS onboard SWIFT 11 was defective and unreasonably
6 dangerous because it did not perform as safely as an ordinary pilot would
7 expect when used as intended because it was designed with a flaw and without
8 redundancy that allowed a catastrophic asymmetric thrust condition;
9

10 k. the defects and unreasonably dangerous condition in the aircraft,
11 engines, ICDS, and/or other systems caused the crash of SWIFT 11, the deaths
12 of Plaintiffs' decedents, and Plaintiffs' damages;
13
14

15 l. the defects and unreasonably dangerous condition in the aircraft,
16 engines, ICDS, and/or other systems existed at the time those items left
17 Defendants' possession and was supplied to the government; and/or
18

19 m. the defect and unreasonably dangerous condition aircraft,
20 engines, ICDS, and/or other systems was not substantially changed on the day
21 of the Accident.
22

23 81. As a direct and proximate result of the defective and unreasonably
24 dangerous condition of the aircraft, engines, ICDS, and/or other systems, Plaintiffs,
25 and each of them, have suffered pecuniary and non-pecuniary damages exceeding
26 \$75,000.00.
27
28

1 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
 2 their favor against all Defendants, and each of them, for all damages, costs, and
 3 expenses allowable under the law.
 4

5 **COUNT III – STRICT LIABILITY (Failure to Warn)**
 6 ***Plaintiffs v. All Defendants***

7 82. Plaintiffs incorporate by reference each prior and subsequent allegation
 8 as though fully set forth herein.
 9

10 83. At all times material all Defendants, and each of them, were in the
 11 business of designing, developing, manufacturing, assembling, testing, servicing,
 12 distributing, supplying, and/or selling the airframe, engines, propellers, and
 13 component parts of V-22 Osprey aircraft and SWIFT 11 and providing
 14 accompanying product support, airworthiness materials, maintenance materials,
 15 operating instructions and procedures, and abnormal/emergency procedures.
 16
 17

18 84. At all times material all Defendants, and each of them, are liable to
 19 Plaintiffs under the theory of Strict Liability in that:
 20

21 a. SWIFT 11, the entire aircraft and all of its component parts, was
 22 defective and unreasonably dangerous because it lacked a suitable warning
 23 that a catastrophic loss of control would occur;
 24

25 b. SWIFT 11, the entire aircraft and all of its component parts, was
 26 defective and unreasonably dangerous because it lacked a suitable warning
 27 that an HCE and/or dual HCE event would occur;
 28

1 c. SWIFT 11, the entire aircraft and all of its component parts, was
2 defective and unreasonably dangerous because they lacked a suitable warning
3 that an uncontrollable asymmetric power condition would occur;
4

5 d. SWIFT 11, the entire aircraft and all of its component parts, was
6 defective and unreasonably dangerous because they lacked a suitable warning
7 that a single HCE would result in a catastrophic and uncontrollable condition;
8

9 e. the engines and FADECs onboard SWIFT 11 were defective and
10 unreasonably dangerous because they lacked a suitable warning that an engine
11 shutdown could occur without command from the pilot;
12

13 f. the ICDS onboard SWIFT 11 was defective and unreasonably
14 dangerous because it lacked a suitable warning that it was designed without
15 redundancy; and/or
16

17 g. the ICDS onboard SWIFT 11 was defective and unreasonably
18 dangerous because it lacked a suitable warning that it could cause a
19 catastrophic asymmetric thrust condition.
20
21

22 85. As a direct and proximate result of the lack of suitable warnings
23 regarding the aircraft, engines, ICDS, and/or other systems, Plaintiffs, and each of
24 them, have suffered pecuniary and non-pecuniary damages exceeding \$75,000.00.
25
26
27
28

1 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
 2 their favor against all Defendants, and each of them, for all damages, costs, and
 3 expenses allowable under the law.
 4

5 **COUNT IV – NEGLIGENCE**
 6 ***Plaintiffs v. All Defendants***

7 86. Plaintiffs incorporate by reference each prior and subsequent allegation
 8 as though fully set forth herein.
 9

10 87. At all times material all Defendants, and each of them, had legal duties
 11 to use reasonable care in the design, manufacture, sale and/or supply the aircraft,
 12 engines, propellers, systems, and component parts of V-22 Osprey aircraft and
 13 SWIFT 11.
 14

15 88. At all times material all Defendants, and each of them, breached their
 16 legal duties and failed to use reasonable care in the design, manufacture, sale, supply,
 17 and upkeep of the aircraft, engines, propellers, systems, and component parts of
 18 SWIFT 11 in that:
 19
 20

21 a. Defendants failed to properly and adequately design aircraft,
 22 engines, FADECs, transmission, clutch, ICDS, and other systems and their
 23 component parts to work together;
 24

25 b. Defendants failed to properly integrate the airframe, engines,
 26 FADECs, transmission, clutch, ICDS, and other systems and their component
 27 parts to work together as intended;
 28

1 c. Defendants failed to properly and adequately manufacture
2 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems and
3 their component parts that operated as intended and as designed;
4

5 d. Defendants designed a system or parts of a system that allowed
6 an HCE event to occur;
7

8 e. Defendants manufactured and/or supplied a system or parts of a
9 system that allowed an HCE event to occur;
10

11 f. Defendants designed a system or parts of a system that allowed
12 a catastrophic asymmetric thrust condition;
13

14 g. they manufactured and/or supplied a system or parts of a system
15 that allowed a catastrophic asymmetric thrust condition;
16

17 h. Defendants fielded a system or parts of a system with a single
18 point of failure without adequate redundancy or safeguards;
19

20 i. Defendants fielded a system or parts of a system with a single
21 point of failure without adequate warnings, instructions, or emergency
22 procedures;
23

24 j. Defendants failed to properly analyze and/or test the aircraft,
25 engines, FADECs, transmission, clutch, ICDS, and other systems and their
26 component parts;
27
28

1 k. Defendants failed to properly troubleshoot known problems with
2 the aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems
3 and their component parts;
4

5 l. Defendants failed to adequately correct known defects in the
6 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems and
7 their component parts;
8

9 m. Defendants failed to adequately monitor the performance of the
10 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems and
11 their component parts to ensure that they worked together properly;
12

13 n. Defendants failed to adequately monitor the performance of the
14 aircraft, engine, FADECs, transmission, clutch, ICDS, and other systems and
15 their component parts to ensure that they operated properly;
16

17 o. Defendants failed to properly and adequately take all reasonable
18 steps to provide the flight crew with redundancy and backup systems in the
19 event of a system malfunction;
20

21 p. Defendants failed to provide appropriate operating instructions,
22 operating limitations; operating procedures; and emergency procedures for an
23 asymmetric thrust condition;
24

25 q. Defendants failed to timely, accurately, and truthfully apprise the
26 government and military service members of the dangers in the aircraft,
27
28

1 engines, FADECs, transmission, clutch, ICDS, and other systems and their
2 component parts about which they knew or reasonably should have known
3 about;
4

5 r. Defendants failed to timely correct the dangers in the aircraft,
6 engine, transmission, clutch, ICDS, and other systems and their component
7 parts about which they knew or reasonably should have known;
8

9 s. Defendants failed to include warnings that a reasonably prudent
10 manufacturer, assembler, supplier, or seller would include about the aircraft's
11 catastrophic loss of control;
12

13 t. Defendants failed to include warnings that a reasonably prudent
14 manufacturer, assembler, supplier, or seller would include about a dual HCE
15 event;
16

17 u. Defendants failed to include warnings that a reasonably prudent
18 manufacturer, assembler, supplier, or seller would include about an
19 uncontrollable asymmetric power condition;
20

21 v. Defendants failed to include warnings that a reasonably prudent
22 manufacturer, assembler, supplier, or seller would include about a single HCE
23 event that would cause a catastrophic and uncontrollable condition;
24
25
26
27
28

1 w. Defendants failed to include warnings that a reasonably prudent
 2 manufacturer, assembler, supplier, or seller would include about an engine
 3 shutdown that was not commanded by the pilot;
 4

5 x. Defendants failed to include warnings that a reasonably prudent
 6 manufacturer, assembler, supplier, or seller would include about the lack of
 7 redundancy in the ICDS and other systems; and/or
 8

9 89. Defendants failed to include warnings that a reasonably prudent
 10 manufacturer, assembler, supplier, or seller would include about the ICDS'
 11 propensity to cause a catastrophic asymmetric thrust condition. As a direct and
 12 proximate result of the defendants' individual and/or collective breaches of duties,
 13 Plaintiffs, and each of them, have suffered damages pecuniary and non-pecuniary
 14 damages exceeding \$75,000.00.
 15
 16
 17

18 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
 19 their favor against All Defendants, and each of them, for all damages, costs, and
 20 expenses allowable under the law.
 21

22 **COUNT V – NEGLIGENT MISREPRESENTATION**
 23 ***Plaintiffs v. All Defendants***

24 90. Plaintiffs incorporate by reference each prior and subsequent allegation
 25 as though fully set forth herein.
 26

27 91. At all times material all Defendants, and each of them, had a pecuniary
 28 interest in their design, manufacture, sale, supply, repair, troubleshooting,

1 maintenance, technical representation, airworthiness assessments, and reporting to
2 the government about V-22 Osprey aircraft, engines, FADECs, transmission, clutch,
3 ICDS, and other systems and their component parts.
4

5 92. At all times material all Defendants, and each of them, had a superior
6 knowledge than the government had about the V-22 Osprey aircraft, engines,
7 FADECs, transmission, clutch, ICDS, and other systems and their component parts.
8

9 93. At all times material all Defendants, and each of them, supplied
10 information to the government knowing that the government would justifiably rely
11 on their information as guidance for the acquisition and operation of V-22 Osprey
12 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems and their
13 component parts including those on SWIFT 11.
14
15

16 94. By virtue of the defendants' position of superior knowledge about the
17 V-22 Osprey aircraft, engines, FADECs, transmission, clutch, ICDS, and other
18 systems and their component parts, the government justifiably relied upon their false
19 statements, information, and/or misrepresentations.
20
21

22 95. At all times material all Defendants, and each of them, had legal duties
23 to make truthful statements, to supply truthful information, and to use reasonable
24 care and competence in communicating information to the government and to
25 service members about the design, operation, and safety of the aircraft, engines,
26 FADECs, transmission, clutch, ICDS, and other systems of SWIFT 11.
27
28

1 96. At all times material all Defendants, and each of them, breached their
2 legal duties and failed to make truthful statements and/or provided false information
3 without reasonable grounds for believing them to be true and failed to use reasonable
4 care and competence in communicating information to the government and to
5 service members in that:
6

7 a. Defendants failed to truthfully, properly, adequately, and timely
8 apprise the government and service members about the lack of safety in the
9 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems in
10 V-22 Osprey aircraft and SWIFT 11;
11

12 b. Defendants supplied false information about the safety of the
13 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems in
14 V-22 Osprey aircraft and SWIFT 11;
15

16 c. they failed to use reasonable care in their communications to the
17 government and service members about the safety of the aircraft, engines,
18 FADECs, transmission, clutch, ICDS, and other systems in V-22 Osprey
19 aircraft and SWIFT 11;
20

21 d. Defendants failed to truthfully, properly, adequately, and timely
22 apprise the government and service members about the propensity for and
23 likelihood of clutch slippage/failure, dual HCE events, catastrophic
24
25
26
27
28

1 asymmetric thrust events, and uncommanded engine shutdowns in V-22
2 Osprey aircraft and SWIFT 11;

3 e. Defendants supplied false information about the propensity for
4 and likelihood of clutch slippage/failure, HCE and dual HCE events,
5 catastrophic asymmetric thrust events, and uncommanded and engine
6 shutdowns in V-22 Osprey aircraft and SWIFT 11;
7

8 f. Defendants failed to truthfully, properly, adequately, and timely
9 apprise the government and service members about the lack of redundancy
10 that allowed HCE and dual HCE events and catastrophic asymmetric thrust
11 events in V-22 Osprey aircraft and SWIFT 11;
12

13 g. Defendants supplied false information about the lack of
14 redundancy that allowed HCE and dual HCE events and catastrophic
15 asymmetric thrust events in V-22 Osprey aircraft and SWIFT 11;
16

17 h. Defendants failed to use reasonable care in their communications
18 to the government about the lack of redundancy that allowed HCE and dual
19 HCE events and catastrophic asymmetric thrust events in V-22 Osprey
20 aircraft and SWIFT 11;
21

22 i. after previous reports of clutch slippage/failure and HCE events
23 in V-22 Osprey aircraft Defendants failed to truthfully, properly, adequately,
24 and timely apprise the government and service members about the true nature
25
26
27
28

1 of the problem, the grossly unsafe condition that existed in V-22 Osprey
2 aircraft; and the true risk that the problem would cause grave harm including
3 loss of life;
4

5 j. after previous reports of clutch slippage/failure and HCE events
6 in V-22 Osprey aircraft Defendants supplied false information about the true
7 nature of the problem, the grossly unsafe condition that existed in V-22
8 Osprey aircraft; and the true risk that the problem would cause grave harm
9 including loss of life;
10
11

12 k. after previous reports of clutch slippage/failure and HCE events
13 in V-22 Osprey aircraft Defendants supplied false information about the true
14 nature of the problem, the grossly unsafe condition that existed in V-22
15 Osprey aircraft; and the true risk that the problem would cause grave and/or
16 catastrophic harm including loss of life; and/or
17
18

19 l. after previous reports of clutch slippage/failure and HCE events
20 aircraft Defendants failed to use reasonable care in their communications to
21 the government and service members about the true nature of the problem, the
22 grossly unsafe condition that existed in V-22 Osprey aircraft; and the true risk
23 that the problem would cause grave and/or catastrophic harm including loss
24 of life.
25
26
27
28

1 97. As a direct and proximate result of the defendants' individual and/or
 2 collective breaches of duties, their misrepresentations and/or their negligent supply
 3 of false information, Plaintiffs, and each of them, have suffered pecuniary and non-
 4 pecuniary damages exceeding \$75,000.00.

5
 6 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
 7 their favor against All Defendants, and each of them, for all damages, costs, and
 8 expenses allowable under the law.
 9

10 **COUNT VI – FRAUDULENT MISREPRESENTATION**
 11 *Plaintiffs v. All Defendants*
 12

13 98. Plaintiffs incorporate by reference each prior and subsequent allegation
 14 as though fully set forth herein.

15 99. At all times material all Defendants, and each of them, had legal duties
 16 to make truthful statements to the government and to service members about the
 17 design, operation, and safety of V-22 Osprey aircraft, engines, FADECs,
 18 transmission, clutch, ICDS, and other systems and their component parts.
 19

20 100. At all times material all Defendants, and each of them, intentionally
 21 and/or recklessly made false statements of material fact as follows:
 22

23 a. Defendants failed to truthfully, properly, adequately, and timely
 24 apprise the government and service members about the lack of safety in the
 25 aircraft, engines, FADECs, transmission, clutch, ICDS, and other systems in
 26 V-22 Osprey aircraft and SWIFT 11;
 27
 28

1 b. Defendants failed to truthfully, properly, adequately, and timely
2 apprise the government and service members about the propensity for and
3 likelihood of clutch slippage/failure, HCE and dual HCE events, catastrophic
4 asymmetric thrust events, and uncommanded engine shutdowns in V-22
5 Osprey aircraft and SWIFT 11;
6

7 c. Defendants failed to truthfully, properly, adequately, and timely
8 apprise the government and service members about the lack of redundancy
9 and single point of failure in the ICDS that allowed HCE and dual HCE events
10 and catastrophic asymmetric thrust events in V-22 Osprey aircraft and SWIFT
11 11; and/or
12
13

14 d. after previous reports of clutch slippage/failure and HCE events
15 in V-22 aircraft Defendants failed to truthfully, properly, adequately, and
16 timely apprise the government and service members about the true nature of
17 the problem, the grossly unsafe condition that existed in V-22 aircraft; and the
18 true risk that the problem would cause grave and/or catastrophic harm
19 including loss of life.
20
21

22 101. All Defendants, and each of them individually, knew that the material
23 facts that they made were false when they made those statements.
24
25
26
27
28

1 102. All Defendants, and each of them individually, intentionally and/or
2 recklessly made false statements of material fact intending that the government and
3 that service members would rely upon those misrepresentations.
4

5 103. The government actually relied on the defendants' intentionally and/or
6 recklessly false statements and the government fielded an unsafe and unairworthy
7 aircraft and allowed service members to fly in those unsafe and unairworthy aircraft.
8

9 104. Service members, including Plaintiffs' decedents actually relied on the
10 defendants' intentionally and/or recklessly false statements and they actually flew
11 in unsafe and unairworthy aircraft.
12

13 105. The government's and Plaintiffs' decedents' reliance upon the
14 defendants' intentional and/or reckless false statements was a direct and proximate
15 cause of the crash of SWIFT 11 and the deaths of Plaintiffs' decedents.
16

17 106. As a direct and proximate result of the defendants' individual and/or
18 collective intentional and/or reckless acts, Plaintiffs, and each of them, have suffered
19 pecuniary and non-pecuniary damages exceeding \$75,000.00.
20
21

22 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
23 their favor against all Defendants, and each of them, for all damages, costs, and
24 expenses allowable under the law including punitive damages for intentional and/or
25 reckless misconduct.
26
27
28

COUNT VII– BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY
Plaintiffs v. All Defendants

107. Plaintiffs incorporate by reference each prior and subsequent allegation as though fully set forth herein.

108. At all times material all Defendants were merchants that were in the business of selling and/or supplying goods to the United States government and the military.

109. There existed at the time of this Accident a warranty of merchantability that was implied from the contracts that were entered into between the United States government and these defendants and/or between the defendants themselves regardless of any writing to eliminate or limit that warranty.

110. The warranty of merchantability was breached by these defendants because SWIFT 11 was not of fair or average quality of other aircraft made by competitors, its engines, transmissions, clutches, ICDS, and other systems were not of fair or average quality of those made by competitors and SWIFT 11 was in this substandard and unmerchantable condition at the time of its initial sale and/or supply.

111. As a direct and proximate result of the defendants' breach of the warranty of merchantability, SWIFT 11 crashed, Plaintiffs, and each of them, have suffered pecuniary and non-pecuniary damages exceeding \$75,000.00.

1 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
 2 their favor against all Defendants, and each of them, for all damages, costs, and
 3 expenses allowable under the law.
 4

5 **COUNT VIII – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A**
 6 **PARTICULAR PURPOSE**
 7 *Plaintiffs v. All Defendants*

8 112. Plaintiffs incorporate by reference each prior and subsequent allegation
 9 as though fully set forth herein.
 10

11 113. At all times material all Defendants were merchants that were in the
 12 business of selling and/or supplying goods and specifically aircraft to the United
 13 States government and the military.
 14

15 114. At all times material the United States government and the military
 16 knew that all Defendants were skilled in the provision of aircraft, engines,
 17 transmissions, clutches, ICDS, and other systems and that is why these defendants
 18 were awarded contracts for the provision of SWIFT 11 and its component parts.
 19

20 115. At all times material the United States government and the military
 21 relied upon all Defendants to provide aircraft, engines, transmissions, clutches,
 22 ICDS, and other systems that were fit for their intended purpose which was safe
 23 flight.
 24

25 116. There existed at the time of this Accident a warranty of fitness for a
 26 particular purpose that was implied from the contracts that were entered into
 27
 28

1 between the United States government and these defendants and/or between the
2 defendants themselves regardless of any writing to eliminate or limit that warranty.

3
4 117. The warranty of fitness for a particular purpose was breached by these
5 defendants because SWIFT 11 was not fit for the specific purpose intended which
6 was safe flight.

7
8 118. As a direct and proximate result of the defendants' breach of the
9 warranty of fitness for a particular purpose, SWIFT 11 crashed, Plaintiffs, and each
10 of them, have suffered pecuniary and non-pecuniary damages exceeding
11 \$75,000.00..

12
13 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
14 their favor against all Defendants, and each of them, for all damages, costs, and
15 expenses allowable under the law.
16

17
18 **COUNT IX– BREACH OF CONTRACT**
19 ***Plaintiffs v. All Defendants***

20 119. Plaintiffs incorporate by reference each prior and subsequent allegation
21 as though fully set forth herein.

22
23 120. The United States government and the military entered into valid,
24 performance-only contracts with these defendants for the design, manufacture,
25 maintenance, repair, upkeep, troubleshooting, and supply of V-22 Osprey aircraft,
26 engines, FADECs, transmission, clutch, ICDS, and other systems and their
27 component parts including for the supply of SWIFT 11 and its systems.
28

1 121. Plaintiffs do not have a copy of the contracts, but they have sufficient
2 information to form a reasonable belief that such contracts exist from the press
3 releases, internet pages, advertisements, and news stories from and about these
4 defendants.
5

6 122. The performance-only contracts did not specify the precise manner of
7 design, construction, manufacture, maintenance, repair, upkeep, troubleshooting, or
8 supply of the V-22 Osprey engines, FADECs, transmission, clutch, ICDS, and other
9 systems and their component parts.
10
11

12 123. The purpose of the contracts was to provide the government and
13 military with engines, FADECs, transmission, clutch, ICDS, and other systems and
14 their component parts that would provide a safe, airworthy and superior all-weather,
15 land- and sea-based multi-mission airborne platforms.
16
17

18 124. The design, manufacture, testing, and systems integration of engines,
19 FADECs, transmission, clutch, ICDS, and other systems and their component parts
20 were the responsibility of these defendants pursuant to the contracts.
21

22 125. One material objective of the contracts was the provision of an aircraft
23 that was airworthy and safe for flight.
24

25 126. It was the clear and/or manifest intention of the contracting parties that
26 the contracts included material provisions for the safety, airworthiness, fitness,
27 suitability, and merchantability of the V-22 Osprey engines, FADECs, transmission,
28

1 clutch, ICDS, and other systems and their component parts which primarily and
2 directly benefited the aircrew who flew and who fly in the plane.

3
4 127. Plaintiffs' decedents were V-22 Osprey aircrew and were third-party
5 beneficiaries of the contracts between these defendants and the United States
6 government.

7
8 128. It was the objective, purpose and specific intention of the parties to the
9 contracts that the beneficiaries of the contracts were the flight crew of the V-22
10 Osprey aircraft, the flight crew of SWIFT 11, and Plaintiffs' decedents.

11
12 129. The defendants breached their contracts for the creditor beneficiaries
13 Plaintiffs' decedents by failing to meet their obligations as set forth herein because
14 SWIFT 11 was unsafe, defective, lacked adequate instructions and/or warnings.

15
16 130. The defendants breached their contracts for the creditor beneficiaries
17 Plaintiffs' decedents by failing to meet their obligations as set forth herein because
18 SWIFT 11 was designed, manufactured, supplied, fielded, troubleshot, repaired,
19 maintained, and upkept by these defendants with a lack of reasonable care as
20 required by the contracts.

21
22 131. The defendants breached their contracts for the creditor beneficiaries
23 Plaintiffs' decedents by failing to meet their obligations as set forth herein because
24 the defendants intentionally, recklessly and/or negligently provided false
25 information about the safety, airworthiness, and reliability of V-22 Osprey aircraft,
26
27
28

1 engines, FADECs, transmission, clutch, ICDS, and other systems and their
2 component parts.

3
4 132. As a direct and proximate result of these defendants' breaches of their
5 contracts, SWIFT 11 crashed, Plaintiffs' decedents lost their lives, and Plaintiffs,
6 and each of them, have suffered pecuniary and non-pecuniary damages exceeding
7 \$75,000.00..
8

9 WHEREFORE, Plaintiffs, and each of them, respectfully request judgment in
10 their favor against all Defendants, and each of them, for all damages, costs, and
11 expenses allowable under the law.
12
13
14

15 **PRAYER FOR RELIEF**

- 16 1. For general damages according to proof;
17
18 2. For special damages according to proof;
19
20 3. For personal property damages according to proof;
21
22 4. For pre-death pain, suffering, and disfigurement pursuant to California Code
23 of Civil Procedure § 377.24;
24
25 5. For costs of the decedent's funeral, burial, and related expenses according to
26 proof;
27
28 6. For prejudgment interest as allowed by law;
7. For costs incurred herein; and

1 8. For such other and further relief as this Court may deem just and proper.

2 Dated: May 23, 2024

By: /s/ Timothy A. Loranger

3 Timothy A. Loranger

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6 Adam M. Foster

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8 11111 Santa Monica Blvd. Ste. 1750

9 Los Angeles, CA 90025

10 Telephone: (310) 207-3233

11 Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby respectfully demand that a jury trial be conducted with respect to all issues and claims.

Dated: May 23, 2024

By: /s/ Timothy A. Loranger

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Attorneys for Plaintiffs

EXHIBIT A



PRESS RELEASE

The Boeing Company to Pay \$8.1 Million to Resolve False Claims Act Allegations

Thursday, September 28, 2023

For Immediate Release

Office of Public Affairs

The Boeing Company, headquartered in Arlington, Virginia, has agreed to pay \$8,100,000 to resolve allegations that it violated the False Claims Act by submitting false claims and making false statements in connection with contracts with the U.S. Navy to manufacture the V-22 Osprey, a tiltrotor military aircraft.

The settlement announced today resolves allegations that from approximately 2007 through 2018, Boeing failed to comply with certain contractual manufacturing specifications in fabricating composite components for the V-22 at its facility in Ridley Park, Pennsylvania. Specifically, the government contends that Boeing failed to perform required monthly testing on autoclaves used in the composite cure process and was not in compliance with additional requirements related to the testing.

“The government expects contractors to adhere to contractual obligations to which they have agreed and for which they have been paid,” said Principal Deputy Assistant Attorney General Brian M. Boynton, head of the Justice Department’s Civil Division. “Today’s settlement demonstrates our commitment to hold accountable contractors who violate such obligations and undermine the integrity of the government’s procurement process.”

“All government contractors have a responsibility to follow the obligations and protocols set forth by their contracts,” said U.S. Attorney Jacqueline C. Romero for the Eastern District of Pennsylvania. “This office is committed to accountability and protection from false claims as shown in cases such as this.”

“Maintaining the integrity of the U.S. Department of Defense (DoD) supply chain is a top priority for the DoD Office of Inspector General’s Defense Criminal Investigative Service (DCIS),” said Special Agent in Charge Patrick J. Hegarty of the DCIS Northeast Field Office. “The DoD expects its contractors to adhere to contract specifications and provide quality products to the U.S. military. We are committed to working with our law enforcement partners to investigate allegations of contractors circumventing required testing protocols and submitting false claims during the DoD procurement process.”

“The integrity of the military procurement process, and ultimately warfighter safety and our national security, demand that our contractors comply strictly with manufacturing requirements, including protocols for equipment testing,” said Special Agent in Charge Greg Gross of the Navy Criminal Investigative Service (NCIS) Economic Crimes Field Office. “NCIS and our partners remain committed to rooting out any noncompliance with manufacturing specifications that threatens warfighter readiness.”

The civil settlement includes the resolution of claims brought under the *qui tam* or whistleblower provisions of the False Claims Act by former employees of Boeing who worked in composites fabrication and autoclave operations with the V-22 program. Under the *qui tam* provisions, a private party can file an action on behalf of the United States and receive a portion of any recovery. The *qui tam* case is captioned *U.S. ex rel. Roath et al. v. The Boeing Company*, No. 16-cv-6547 (E.D. Pa.). The Relators will receive \$1,539,000 in connection with the settlement.

The resolution obtained in this matter was the result of a coordinated effort between the Justice Department’s Civil Division, Commercial Litigation Branch, Fraud Section, and the U.S. Attorney’s Office for the Eastern District of Pennsylvania, with assistance from the DCIS, Naval Criminal Investigative Service, as well as subject matter experts from the Defense Contract Management Agency and the Naval Air Systems Command.

This matter was handled by Trial Attorney Amy Likoff of the Civil Division and Assistant U.S. Attorneys Joel Sweet and David Degnan for the Eastern District of Pennsylvania.

The claims resolved by the settlement are allegations only and there has been no determination of liability.

[Settlement](#)

Updated September 29, 2023

Topic

FALSE CLAIMS ACT

Components

[Civil Division](#) | [USAO - Pennsylvania, Eastern](#)

Press Release Number: 23-1071

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May 16, 2024

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May 13, 2024

PRESS RELEASE

False Claims Act Complaint Filed Against International Student Recruiting Firm for Federal Student Aid Programs Submissions

The Justice Department announced today that it has filed a complaint under the False Claims Act (FCA) against Study Across the Pond LLC (SATP) and its principal, John Borhaug. SATP...

May 7, 2024



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Washington DC 20530



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EXHIBIT B

Congress of the United States

House of Representatives

COMMITTEE ON OVERSIGHT AND ACCOUNTABILITY

2157 RAYBURN HOUSE OFFICE BUILDING

WASHINGTON, DC 20515-6143

MAJORITY (202) 225-5074
 MINORITY (202) 225-5051
<https://oversight.house.gov>

December 21, 2023

The Honorable Lloyd Austin
 Secretary
 U.S. Department of Defense
 1000 Defense Pentagon
 Washington, D.C. 20301

Dear Secretary Austin:

The Committee on Oversight and Accountability is investigating long-term problems regarding the reliability of the V-22 Osprey tiltrotor military aircraft (Osprey). Considering the recent Osprey crash off the shore of Yakushima, Japan, in addition to other crashes during the lifetime of this airframe, the Committee remains concerned about safety and performance issues surrounding the Osprey program.¹ Further concern is warranted because the Department of Defense (DoD) grounded its entire fleet of Ospreys to mitigate risks.² It is crucial for the safety of our servicemembers to ensure transparency, accountability, and a thorough understanding of the steps DoD is taking to mitigate any further mechanical risks. The Committee is requesting documents and information to better understand the Osprey program's performance, safety, and oversight.

Since 1992, there have been over a dozen Osprey crashes that have killed over fifty servicemembers.³ According to the Department of Defense Inspector General (DoD IG), the Osprey has been plagued with reduced visibility and engine failure.⁴ There have also been several Osprey crashes due to faulty gearboxes.⁵ Over nine years of attempts to redesign the U.S. Navy's version of the aircraft to prevent engine failure, crash casualties continue.⁶ The DoD IG also claimed that Osprey redesign may not, "correct long-standing problems with the V-22."⁷ And while, statistically, the Osprey is not considered as dangerous as some other military

¹ Press Briefing, Dep't of Defense, Deputy Pentagon Press Secretary Ms. Sabrina Singh Holds a Press Briefing (Nov. 30, 2023).

² Haley Britzky, *US military grounds Osprey fleet after crash off coast of Japan kills 8 US airmen*, CNN (Dec. 6, 2023).

³ Oren Libermann, Heather Chen, Brad Lendon, Angus Watson and Tara Subramaniam, *US Marines Identify 3 killed in Osprey aircraft crash in Australia*, CNN (Aug. 28, 2023).

⁴ U.S. DEP'T OF DEFENSE OFFICE OF INSPECTOR GEN., DODIG-2020-006, EVALUATION OF THE V-22 ENGINE AIR PARTICLE SEPARATOR, 3 (Nov. 7, 2019).

⁵ Matthew Adams, *Faulty Clutch Caused 2022 Osprey Crash that Killed 5 Marines, Investigation Finds*, AVIATION PROS (July 24, 2023).

⁶ *Supra* n. 4 at Title Page.

⁷ *Id.*

The Honorable Lloyd Austin
 December 21, 2023
 Page 2 of 4

aircraft, the Committee remains alarmed that most fatalities involving the aircraft have happened during training exercises, not combat operations.⁸

The American taxpayer has invested heavily in the Osprey program. Each unit cost approximately \$120 million to procure, and DoD has purchased over 450 Ospreys, spending billions of dollars in sustainment, operations, and maintenance.⁹ The Committee is keen to understand the rationale behind such a significant expenditure and how DoD balances these costs while ensuring military capabilities and readiness.

The Committee has done extensive examination of the Osprey program in the past.¹⁰ In 2009, the Committee held a hearing on the future of the Osprey program.¹¹ Prior to the hearing DoD failed to provide substantial documents and information and stonewalled the Committee's oversight.¹² In the years since that hearing, additional reports from government watchdogs revealed problems in the Osprey program,¹³ yet our servicemembers remain in harm's way without resolution of known mechanical issues.

The Committee recognizes the significant advantages the Osprey can bring to combat. The Osprey's turboshafts can rotate ninety degrees, switching from a helicopter-like flight mode to a horizontal airplane-like configuration, and can carry twenty-four combat troops twice as fast and five times farther than previous helicopters.¹⁴ We also recognize the economic impact of the Osprey program, consisting of more than 500 U.S.-based suppliers, employing over 27,000 people across 44 states.¹⁵ However, if the same tiltrotor technology is planned for use in civilian aircraft¹⁶ or in future military aircraft,¹⁷ additional oversight is needed to ensure public safety.

Given the gravity of the loss of servicemembers' lives, increasing costs, and the future economic impact and innovative applications of Osprey program technology, the Committee requests documents and information to shed light on aspects of the program's safety and performance. Please provide the following documents and information as soon as possible, but no later than January 4, 2024:

⁸ *Supra* n. 3.

⁹ DEP'T OF DEFENSE, DD-A&T(Q&A)823-212, V-22 OSPREY JOINT SERVICES ADVANCED VERTICAL LIFT AIRCRAFT (V-22), 15 (Dec. 2019).

¹⁰ Press Release, H. Comm. On Oversight and Gov't Reform, Towns, Issa Postpone Hearing on the Future of the V-22 Osprey (May 21, 2009).

¹¹ *Id.*

¹² *Id.*

¹³ *Supra* n. 4; GOV'T ACCOUNTABILITY OFFICE, GAO-09-692T, V-22 OSPREY AIRCRAFT: ASSESSMENTS NEEDED TO ADDRESS OPERATIONAL COST CONCERNS AND DEFINE FUTURE INVESTMENTS, (June 23, 2009).

¹⁴ See MV-22 Osprey available at <https://www.military.com/equipment/mv-22-osprey>

¹⁵ See 22 Fast Facts on the Bell Boeing V-22 Osprey, BOEING (June 30, 2023) available at <https://www.boeing.com/features/2023/06/22-fast-facts-on-the-bell-boeing-v-22-osprey.page>

¹⁶ Jeremy Bogaisky, *After 24 Years, The Civilian Version of the Marines' V-22 Osprey Tiltrotor is Finally Nearing Takeoff*, FORBES (Mar. 9, 2020).

¹⁷ See Bell V-280 Valor available at <https://www.bellflight.com/products/bell-v-280>

The Honorable Lloyd Austin

December 21, 2023

Page 3 of 4

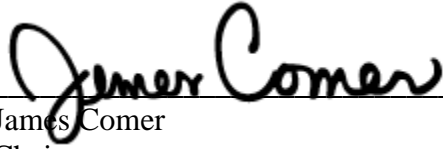
1. All documents and communications detailing safety records specific to the Osprey program, including but not limited to incident reports, accident investigations, and any corrective actions taken by DoD in response to safety concerns;
2. All documents and communications related to the maintenance and reliability of Osprey aircraft, including but not limited to maintenance logs, reports on component failures, and measures taken to address reliability issues;
3. All documents regarding the training and professional development protocols for Osprey pilots and maintenance crews;
4. All documents and communications detailing incidents or accidents involving Osprey aircraft, including but not limited to information on the circumstances of the incident or accident, findings of investigations, and actions taken to prevent similar incidents;
5. All documents and communications detailing the performance evaluations of Osprey aircraft including assessments of its capabilities, limitations, and any modifications or upgrades made to improve performance;
6. Any independent assessment or review conducted by a third party since 2009 in DoD's possession;
7. All documents detailing the costs associated with the Osprey program, including but not limited to acquisition costs, maintenance expenses, and any budgetary considerations; and
8. All documents and communications regarding DoD's plans for the future of the Osprey program, including but not limited to any planned upgrades, modifications, or changes in operational use.

To arrange for the delivery of responsive documents or ask any related follow-up questions, please contact the Committee on Oversight and Accountability Majority staff at (202) 225-5074. Attached are instructions for producing the documents and information to the Committee. The Committee on Oversight and Accountability is the principal oversight committee of the U.S. House of Representatives and has broad authority to investigate "any matter" at "any time" under House Rule X.

Thank you in advance for cooperating with this inquiry.

The Honorable Lloyd Austin
December 21, 2023
Page 4 of 4

Sincerely,

A handwritten signature in black ink that reads "James Comer". The signature is written in a cursive style with a large, stylized "J" and "C".

James Comer
Chairman
Committee on Oversight and Accountability

cc: The Honorable Jamie Raskin, Ranking Member
Committee on Oversight and Accountability

DECLARATION OF AMBER SAX AS SUCCESSOR IN INTEREST

Plaintiff Amber Sax, as the surviving spouse and Successor in Interest of the Estate of John J. Sax, deceased, declares as follows:

1. The Decedent's full name is John Jeremy Sax;
2. The decedent John J. Sax sustained severe injuries and died on or around June 8, 2022, at or near the unincorporated community of Glamis, County of Imperial, State of California.
3. No proceeding is now pending in California for administration of the Estate of Decedent John J. Sax.
4. The undersigned Declarant is Decedent's surviving spouse and Successor-in-Interest as defined by California Code of Civil Procedure § 377.11 and succeed to the Decedent's interest in the action or proceeding.
5. Decedent John J. Sax died intestate without issue. Declarant Amber Sax is the spouse of Decedent John J. Sax.
6. No other person has a superior right to commence the action or proceeding or to be substituted for the Decedent in the pending action or proceeding.
7. Attached hereto as Exhibit "A" is a true and correct copy of the Certificate of Death of John J. Sax.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 20th day of May, 2024 at Lincoln, California
(city) (state)

Amber Sax
Amber Sax

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EXHIBIT A

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF PUBLIC HEALTH

COUNTY OF IMPERIAL

EL CENTRO, CALIFORNIA

3052022137101		CERTIFICATE OF DEATH		3202213000575	
STATE FILE NUMBER		LOCAL REGISTRATION NUMBER			
1. NAME OF DECEDENT—FIRST (Given)		2. MIDDLE		3. LAST (Family)	
JOHN		JEREMY		SAX	
AKA, ALSO KNOWN AS—Include full AKA FIRST, MIDDLE, LAST					
9. BIRTH STATE/FOREIGN COUNTRY		10. SOCIAL SECURITY NUMBER		11. EVER IN U.S. ARMED FORCES?	
UNK				<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
12. EDUCATION—Highest Level/Degree (See worksheet on back)		14.15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back)		16. DECEDENT'S RACE—Up to 3 races may be listed (see worksheet on back)	
BACHELOR		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CAUCASIAN	
17. USUAL OCCUPATION—Type of work for most of life. DO NOT USE RETIRED		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)		19. YEARS IN OCCUPATION	
PILOT		UNITED STATES MARINE CORPS		UNK	
20. DECEDENT'S RESIDENCE (Street and number, or location)					
13 PUCKETT DRIVE					
21. CITY		22. COUNTY/PROVINCE		23. ZIP CODE	
OCEANSIDE		SAN DIEGO		92058	
24. YEARS IN COUNTY		25. STATE/FOREIGN COUNTRY			
1		CA			
26. INFORMANT'S NAME, RELATIONSHIP				27. INFORMANT'S MAILING ADDRESS (Print and number, or road name, city or town, state and zip)	
AMBER MARIE SAX, SPOUSE				13 PUCKETT DRIVE, OCEANSIDE, CA 92058	
28. NAME OF SURVIVING SPOUSE/POD—FIRST		29. MIDDLE		30. LAST (BIRTH NAME)	
AMBER		MARIE		APGAR	
31. NAME OF FATHER/PARENT—FIRST		32. MIDDLE		33. LAST	
STEPHEN		L.		SAX	
34. BIRTH STATE		35. NAME OF MOTHER/PARENT—FIRST		36. MIDDLE	
CA		DEBORAH		A.	
37. BIRTH STATE		38. LAST (BIRTH NAME)		39. BIRTH STATE	
WA		GRAHAM		WA	
39. DISPOSITION DATE		40. PLACE OF FINAL DISPOSITION			
06/13/2022		DOVER AIR FORCE BASE 442 13TH STREET, DOVER, DE 19902			
41. TYPE OF DISPOSITION		42. SIGNATURE OF EMBALMER			
TRANSIT		NOT EMBALMED			
43. NAME OF FUNERAL ESTABLISHMENT		44. LICENSE NUMBER		45. SIGNATURE OF LOCAL REGISTRAR	
LEGACY FUNERAL AND CREMATION CARE		FD2009		STEPHEN MUNDAY MPH MS	
46. DATE		47. DATE			
06/13/2022		06/13/2022			
48. PLACE OF DEATH					
RURAL DESERT AREA					
104. COUNTY		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)		106. CITY	
IMPERIAL		LATITUDE 32.88629, LONGITUDE 115.18991		EL CENTRO	
107. CAUSE OF DEATH					
Enter the chain of events—Diseases, injuries, or complications— that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or vascular occlusion without including the pathology. DO NOT abbreviate.					
IMMEDIATE CAUSE (Final disease or condition resulting in death)					
(A) PENDING					
SEQUENTIALLY, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST.					
(B)					
(C)					
(D)					
110. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107					
PENDING					
111. WAS AUTOPSY PERFORMED FOR ANY CONDITION INTERIM 107 OR 112? (If yes, list type of operation and date)					
NO					
112. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
Decedent Attended Since		Decedent Last Seen Alive		115. SIGNATURE AND TITLE OF CERTIFIER	
(A) mm/dd/yyyy	(B) mm/dd/yyyy			MARTIN ZAVALA	
116. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE					
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.					
MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input checked="" type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined					
119. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK					
120. INJURY DATE mm/dd/yyyy 121. INJURY HOUR (24 Hour)					
122. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
123. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
124. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
125. SIGNATURE OF CORONER/DEPUTY CORONER					
MARTIN ZAVALA					
127. DATE mm/dd/yyyy 128. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER					
06/13/2022 MARTIN ZAVALA, DEP CORONER					
129. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER					

STATE REGISTRAR

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CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF IMPERIAL

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE.

DATE ISSUED

NOV 21 2022

SR

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
LOCAL REGISTRAR
IMPERIAL COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar.

PRNCO (Rev.) 8/17

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Scanned with CamScanner

DECLARATION OF EMILY E. BAXTER AS SUCCESSOR IN INTEREST

Plaintiff Emily E. Baxter, as the surviving spouse and Successor in Interest of the Estate of Nathan E. Carlson, deceased, declares as follows:

1. The Decedent's full name is Nathan Eric Carlson;

2. The decedent Nathan E. Carlson sustained severe injuries and died on or around June 8, 2022, at or near the unincorporated community of Glamis, County of Imperial, State of California.

3. No proceeding is now pending in California for administration of the Estate of Decedent Nathan E. Carlson.

4. The undersigned Declarant is Decedent's surviving spouse and Successor-in-Interest as defined by California Code of Civil Procedure § 377.11 and succeed to the Decedent's interest in the action or proceeding.

5. Decedent Nathan E. Carlson died intestate without issue. Declarant Emily E. Baxter is the spouse of Decedent Nathan E. Carlson.

6. No other person has a superior right to commence the action or proceeding or to be substituted for the Decedent in the pending action or proceeding.

7. Attached hereto as Exhibit "A" is a true and correct copy of the Certificate of Death of Nathan E. Carlson.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 20th day of May, 2024 at Holly Ridge, North Carolina
(city) (state)

Emily Baxter
Emily Baxter

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EXHIBIT A

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

3052022137096

CERTIFICATE OF DEATH

3202213000570

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS-11 (REV 3/06)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT—FIRST (Given) NATHAN		2. MIDDLE ERIC		3. LAST (Family) CARLSON	
4. DATE OF BIRTH mm/dd/yyyy [REDACTED]		5. AGE Yrs. 21		6. SEX M	
9. BIRTH STATE/FOREIGN COUNTRY UNK		10. SOCIAL SECURITY NUMBER [REDACTED]		11. EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS/SDOP (at time of Death) MARRIED		7. DATE OF DEATH mm/dd/yyyy 06/08/2022		8. HOUR (24 Hour) 1200	
13. EDUCATION—highest level/degree (see worksheet on back) 11		14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		15. DECEDENT'S RACE—Up to 3 races may be listed (see worksheet on back) WHITE	
17. USUAL OCCUPATION—Type of work for most of life. DO NOT USE RETIRED UNK		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) UNITED STATES MARINE CORPS		19. YEARS IN OCCUPATION 4	
20. DECEDENT'S RESIDENCE (Street and number, or location) 278 POWERS STREET					
21. CITY OCEANSIDE		22. COUNTY/PROVINCE SAN DIEGO		23. ZIP CODE 92058	
24. YEARS IN COUNTY 0		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP EMILY ELIZABETH CARLSON, SPOUSE		27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 617 OSPERY LANDING DRIVE, HOLLY RIDGE, NC 28445			
28. NAME OF SURVIVING SPOUSE/SDOP—FIRST EMILY		29. MIDDLE ELIZABETH		30. LAST (BIRTH NAME) BAXTER	
31. NAME OF FATHER/PARENT—FIRST ERIC		32. MIDDLE UNK		33. LAST CARLSON	
34. BIRTH STATE IL		35. NAME OF MOTHER/PARENT—FIRST KARRIE		36. MIDDLE UNK	
37. LAST (BIRTH NAME) MCDONALD		38. BIRTH STATE IL			
39. DISPOSITION DATE mm/dd/yyyy 06/13/2022		40. PLACE OF FINAL DISPOSITION DOVER AIR FORCE BASE 115 PURPLE HEART DRIVE, DOVER, DE 19902-5051			
41. TYPE OF DISPOSITION(s) TRANSIT		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER -	
44. NAME OF FUNERAL ESTABLISHMENT LEGACY FUNERAL AND CREMATION CARE		45. LICENSE NUMBER FD2009		46. SIGNATURE OF LOCAL REGISTRAR STEPHEN MUNDAY MPH MS	
47. DATE mm/dd/yyyy 06/13/2022					
101. PLACE OF DEATH RURAL DESERT AREA		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Home <input checked="" type="checkbox"/> Other	
104. COUNTY IMPERIAL		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) LATITUDE 32.88629, LONGITUDE 115.18991		106. CITY EL CENTRO	
107. CAUSE OF DEATH Enter the chain of events—diseases, injuries, or complications—that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or circulatory failure without showing the etiology. DO NOT ABBREVIATE. IN PENDING		108. DEATH REPORTED TO CORONER? (AT) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (BT) NONE		109. BPSYP PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
110. AUTOPSY PERFORMED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		111. USED IN DETERMINING CAUSE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 PENDING					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) NO					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES ENTERED. Decedent Attended Since (A) mm/dd/yyyy Decedent Last Seen Alive (B) mm/dd/yyyy		115. SIGNATURE AND TITLE OF CERTIFIER MARTIN ZAVALA		116. LICENSE NUMBER 117. DATE mm/dd/yyyy	
118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES ENTERED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input checked="" type="checkbox"/> Investigation <input type="checkbox"/> Could not be determined		119. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hour)			
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
126. SIGNATURE OF CORONER / DEPUTY CORONER MARTIN ZAVALA		127. DATE mm/dd/yyyy 06/13/2022		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER MARTIN ZAVALA, DEP CORONER	
STATE REGISTRAR		A B C D E		FAX AUTH. # * 130144956 *	

CERTIFIED COPY OF VITAL RECORDS
 STATE OF CALIFORNIA, COUNTY OF IMPERIAL

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE.

DATE ISSUED **NOV 21 2022 S.R.**

STEPHEN W. MUNDAY, M.O., M.P.H., M.S.
 LOCAL REGISTRAR
 IMPERIAL COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar.
 PRNCO (Rev) 6/2/17

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

PHYSICIAN/CORONER'S AMENDMENT

/3052022137096

NO ERASURES, WHITEOUTS, PHOTOCOPIES,
OR ALTERATIONS

3202213000570

STATE FILE NUMBER

LOCAL REGISTRATION NUMBER

1.1

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST NATHAN	1B. MIDDLE ERIC	1C. LAST CARLSON	2. SEX M
	3. DATE OF EVENT—MM/DD/CCYY 06/08/2022	4. CITY OF EVENT EL CENTRO	5. COUNTY OF EVENT IMPERIAL	

PART II STATEMENT OF CORRECTIONS

6. CERTIFICATE ITEM NUMBER	7. INFORMATION AS IT APPEARS ON ORIGINAL RECORD	8. INFORMATION AS IT SHOULD APPEAR
105	- LATITUDE 32.88629, LONGITUDE 115.18991	GPS LATITUDE 32.88629, LONGITUDE 115.18991
106	EL CENTRO	GLAMIS
107A	PENDING	MULTIPLE INJURIES DUE TO AVIATION MISHAP
107AT	-	SECS
108A	NONE	22-116
112	PENDING	NONE
119	PENDING INVESTIGATION	ACCIDENT
120		Y
121		06/08/2022
122		1200 EST
123		OTHER: OPEN DESERT
124		DECEDENT WAS INVOLVED IN AN AVIATION MISHAP
125		GPS LATITUDE 32.88629, LONGITUDE 115.18991, GLAMIS, CA 92248

DECLARATION
OF
CERTIFYING
PHYSICIAN OR
CORONER

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

9. SIGNATURE OF CERTIFYING PHYSICIAN OR CORONER
MARTIN ZAVALA10. DATE SIGNED—MM/DD/CCYY
10/19/202211. TYPED OR PRINTED NAME AND TITLE/DEGREE OF CERTIFIER
MARTIN ZAVALA, DEPUTY CORONER12. ADDRESS—STREET and NUMBER
328 APPLESTILL ROAD13. CITY
EL CENTRO14. STATE
CA15. ZIP CODE
92244-1040STATE/LOCAL
REGISTRAR
USE ONLY16. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR
CDPH-VR17. DATE ACCEPTED FOR REGISTRATION—MM/DD/CCYY
10/19/2022

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS



CERTIFIED COPY OF VITAL RECORDS
 STATE OF CALIFORNIA, COUNTY OF IMPERIAL

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE.

DATE ISSUED NOV 21 2022 S.R.

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
 LOCAL REGISTRAR
 IMPERIAL COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar.

PRNCO (Rev. 02/17)

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

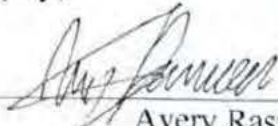
DECLARATION OF AVERY RASMUSON AS SUCCESSOR IN INTEREST

Plaintiff Avery Rasmuson, as the surviving and Successor in Interest of the Estate of spouse, deceased, declares as follows:

1. The Decedent's full name is Seth Dean Rasmuson;
2. The decedent Seth D. Rasmuson sustained severe injuries and died on or around June 8, 2022, at or near the unincorporated community of Glamis, County of Imperial, State of California.
3. No proceeding is now pending in California for administration of the Estate of Decedent Seth D. Rasmuson.
4. The undersigned Declarant is Decedent's surviving spouse and Successor-in-Interest as defined by California Code of Civil Procedure § 377.11 and succeed to the Decedent's interest in the action or proceeding.
5. Decedent Seth D. Rasmuson died intestate without issue. Declarant Avery Rasmuson is the spouse of Decedent Seth D. Rasmuson.
6. No other person has a superior right to commence the action or proceeding or to be substituted for the Decedent in the pending action or proceeding.
7. Attached hereto as Exhibit "A" is a true and correct copy of the Certificate of Death of Seth D. Rasmuson.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 21st day of May, 2024 at Belgrade, Montana.
(city) (state)


Avery Rasmuson

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EXHIBIT A

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORDDEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
EL CENTRO, CALIFORNIA

3052022137100

CERTIFICATE OF DEATH

3202213000574

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		3. LAST (Family)	
SETH		RASMUSON	
2. MIDDLE		4. DATE OF BIRTH mm/dd/yyyy	
DEAN		21	
5. AGE Yrs		6. SEX	
21		M	
9. BIRTH STATE/FORIGN COUNTRY		10. SOCIAL SECURITY NUMBER	
UNK		[REDACTED]	
11. EVER IN U.S. ARMED FORCES?		12. MARITAL STATUS/SPOP (at Time of death)	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		MARRIED	
13. EDUCATION - Highest Level/Degree (see worksheet on back)		7. DATE OF DEATH mm/dd/yyyy	
HS GRADUATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		06/08/2022	
14/15. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back)		8. HOUR (24 Hours)	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		1200	
16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)		17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED	
WHITE		UNK	
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)		19. YEARS IN OCCUPATION	
UNITED STATES MARINE CORPS		4	
20. DECEDENT'S RESIDENCE (Street and number, or location)			
4868 LAKE SHORE PLACE			
21. CITY		22. COUNTY/PROVINCE	
FALLBROOK		SAN DIEGO	
23. ZIP CODE		24. YEARS IN COUNTY	
92028		0	
25. STATE/FORIGN COUNTRY		26. INFORMANT'S NAME, RELATIONSHIP	
CA		AVERY JADE RASMUSON, SPOUSE	
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip)		28. NAME OF SURVIVING SPOUSE/SPOP-FIRST	
4868 LAKE SHORE PLACE, FALLBROOK, CA 92028		AVERY	
29. MIDDLE		30. LAST (BIRTH NAME)	
JADE		UNK	
31. NAME OF FATHER/PARENT-FIRST		32. MIDDLE	
CURTIS		J.	
33. LAST		34. BIRTH STATE	
RASMUSON		UNK	
35. NAME OF MOTHER/PARENT-FIRST		36. MIDDLE	
JENNIFER		A.	
37. LAST (BIRTH NAME)		38. BIRTH STATE	
UNK		UNK	
39. EXPOSITION DATE mm/dd/yyyy		40. PLACE OF FINAL DISPOSITION	
06/13/2022		DOVER AIR FORCE BASE	
41. TYPE OF DISPOSITION		42. SIGNATURE OF EMBALMER	
TRANSIT		NOT EMBALMED	
43. LICENSE NUMBER		44. NAME OF FUNERAL ESTABLISHMENT	
-		LEGACY FUNERAL AND CREMATION	
45. LICENSE NUMBER		46. SIGNATURE OF LOCAL REGISTRAR	
FD2009		STEPHEN MUNDAY MPH MS	
47. DATE mm/dd/yyyy		48. LICENSE NUMBER	
06/13/2022		-	
101. PLACE OF DEATH			
RURAL DESERT AREA			
102. IF OTHER THAN HOSPITAL, SPECIFY ONE			
<input type="checkbox"/> IP <input type="checkbox"/> EVOP <input type="checkbox"/> OCA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home LTC <input type="checkbox"/> Decedent's Home <input checked="" type="checkbox"/> Other			
104. COUNTY		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location)	
IMPERIAL		- LATITUDE 32.88629, LONGITUDE 115.18991	
106. CITY		107. CAUSE OF DEATH	
EL CENTRO		IMMEDIATE CAUSE (A) PENDING	
108. DEATH REPORTED TO CORONER?		109. BIOPSY PERFORMED?	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
110. AUTOPSY PERFORMED?		111. USED IN DETERMINING CAUSE?	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107			
PENDING			
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? If yes, list type of operation and date(s)			
NO			
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		115. SIGNATURE AND TITLE OF CERTIFIER	
Decedent Attended Since		116. LICENSE NUMBER	
Decedent Last Seen Alive		117. DATE mm/dd/yyyy	
(A) mm/dd/yyyy (B) mm/dd/yyyy		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE	
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.		120. INJURED AT WORK?	
MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input checked="" type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hours)	
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)	
125. LOCATION OF INJURY (Street and number, or location, and city, and zip)		126. SIGNATURE OF CORONER / DEPUTY CORONER	
127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
06/13/2022		MARTIN ZAVALA, DEP CORONER	
STATE REGISTRAR		FAX AUTH. #	
A B C D E		* 130144918 *	

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF IMPERIALI DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE.

DATE ISSUED NOV 21 2022 SR

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
LOCAL REGISTRAR
IMPERIAL COUNTY, CALIFORNIAThis copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar.
PBK00 (Rev) 02/17

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORDDEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
EL CENTRO, CALIFORNIA

PHYSICIAN/CORONER'S AMENDMENT

NO ERASURES, WHITEOUTS, PHOTOCOPIES,
OR ALTERATIONS

3052022137100

STATE FILE NUMBER

1.1

3202213000574

LOCAL REGISTRATION NUMBER

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST SETH	1B. MIDDLE DEAN	1C. LAST RASMUSON	2. SEX M
	3. DATE OF EVENT—MM/DD/CCYY 06/08/2022	4. CITY OF EVENT EL CENTRO	5. COUNTY OF EVENT IMPERIAL	

PART II STATEMENT OF CORRECTIONS

6. CERTIFICATE ITEM NUMBER	7. INFORMATION AS IT APPEARS ON ORIGINAL RECORD	8. INFORMATION AS IT SHOULD APPEAR
105	- LATITUDE 32.88629, LONGITUDE 115.18991	GPS LATITUDE 32.88629, LONGITUDE 115.18991
106	EL CENTRO	GRAMIS
107A	PENDING	MULTIPLE INJURIES DUE TO AVIATION MISHAP
107AT	-	SECS
108A	NONE	22-117
112	PENDING	NONE
119	PENDING INVESTIGATION	ACCIDENT
120		Y
121		06/08/2022
122		1200 EST
123		OTHER: OPEN DESERT
124		DECEDENT WAS INVOLVED IN AN AVIATION MISHAP
125		GPS LATITUDE 32.88629, LONGITUDE 115.18991, GLAMIS, CA 92248

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DECLARATION OF CERTIFYING PHYSICIAN OR CORONER	9. SIGNATURE OF CERTIFYING PHYSICIAN OR CORONER MARTIN ZAVALA	10. DATE SIGNED—MM/DD/CCYY 10/20/2022	11. TYPED OR PRINTED NAME AND TITLE/DEGREE OF CERTIFIER MARTIN ZAVALA, DEPUTY CORONER
STATE/LOCAL REGISTRAR USE ONLY	12. ADDRESS—STREET and NUMBER 328 APPLESTILL ROAD	13. CITY EL CENTRO	14. STATE CA 15. ZIP CODE 92244-1040
	16. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR CDPH-VR	17. DATE ACCEPTED FOR REGISTRATION—MM/DD/CCYY 10/21/2022	

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF IMPERIALI DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE.DATE ISSUED **NOV 21 2022** *S.R.*STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
LOCAL REGISTRAR
IMPERIAL COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



PHYSICIAN/CORONER'S AMENDMENT

STATE FILE NUMBER

2.1

NO ERASURES, WHITEOUTS, PHOTOCOPIES,
OR ALTERATIONS

3202213000574

LOCAL REGISTRATION NUMBER

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY – THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST	1B. MIDDLE	1C. LAST	2. SEX
	SETH	DEAN	RASMUSON	M
	3. DATE OF EVENT—MM/DD/YYYY	4. CITY OF EVENT	5. COUNTY OF EVENT	
	06/08/2022	GRAMIS	IMPERIAL	

PART II STATEMENT OF CORRECTIONS

6. CERTIFICATE ITEM NUMBER	7. INFORMATION AS IT APPEARS ON ORIGINAL RECORD	8. INFORMATION AS IT SHOULD APPEAR
106	GRAMIS	GLAMIS
LIST ONE ITEM PER LINE		

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DECLARATION
OF
CERTIFYING
PHYSICIAN OR
CORONER

9. SIGNATURE OF CERTIFYING PHYSICIAN OR CORONER

MARTIN ZAVALA

10/27/2022

10/27/2022

11. TYPED OR PRINTED NAME AND TITLE/DEGREE OF CERTIFIER

MARTIN ZAVALA, DEPUTY CORONER

12. ADDRESS—STREET and NUMBER
328 APPLESTILL ROAD

13. CITY
EL CENTRO

14. STATE
CA

15. ZIP CODE
92244-1040

STATE/LOCAL
REGISTRAR
USE ONLY

16. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR

▶ CDPH-VR

17. DATE ACCEPTED FOR REGISTRATION—MM/DD/CCYY

10/28/2022

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

FORM VS 1-78 REV 1/00

* 1 3 2 1 4 4 9 3 0 *

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF IMPERIAL

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE.

DATE ISSUED NOV 21 2022 *W.R.*

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
LOCAL REGISTRAR
IMPERIAL COUNTY CALIFORNIA

This copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar

FINCO (Rev. 6/77)

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



JOINT DECLARATION OF WAYLAND B. AND MICHELLE A. STRICKLAND
AS SUCCESSORS IN INTEREST

We, Wayland B. Strickland and Michelle A. Strickland, declare as follows:

1. We are over the age of 18 years. We have personal knowledge of the facts contained in this declaration, and if called as a witness, we could and would testify competently to the truth of the facts stated herein.

2. We are the parents of Evan Alexander Strickland, who died on June 8, 2022, at or near the unincorporated community of Glamis, County of Imperial, State of California.

3. No proceeding is now pending in California for administration of the Estate of Decedent Evan A. Strickland.


4. We are the successors in interest to Evan A. Strickland, as defined in Section 377.11 of the code of Civil Procedure and succeed to their interest in the above-entitled proceeding.

5. No other person has a superior right to commence the above-entitled proceeding or be substituted for Evan A. Strickland in the above-entitled proceeding.

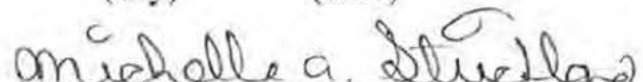
6. A certified copy of the death certificate for Evan A. Strickland is attached hereto as Exhibit "A" and incorporated herein by reference.

7. Wayland B. Strickland and Michelle A. Strickland each declare under penalty of perjury under laws of the State of California that the foregoing is true and correct.

Executed this 20 day of May, 2024 at Peralta, New Mexico.
(city) (state)


Wayland B. Strickland

Executed this 20 day of May, 2024 at Peralta, New Mexico.
(city) (state)


Michelle A. Strickland

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EXHIBIT A

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

3052022137102

CERTIFICATE OF DEATH

3202213000576

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1 NAME OF DECEDENT - FIRST (Given) EVAN		3 LAST (Family) STRICKLAND	
2 MIDDLE ALEXANDER		4 DATE OF BIRTH mm/dd/yyyy 19	
AKA ALSO KNOWN AS - Include full AKA (FIRST MIDDLE, LAST)		5 AGE Yrs. Mths. Days 19	
6 SEX M		7 DATE OF DEATH mm/dd/yyyy 06/08/2022	
8 BIRTH STATE/FOREIGN COUNTRY FRN-UNK		9 SOCIAL SECURITY NUMBER [REDACTED]	
10 EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		11 MARITAL STATUS (per time of death) NEVER MARRIED	
12 EDUCATION - Highest Level/Degree (see worksheet on back) HS GRADUATE		13 DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) <input checked="" type="checkbox"/> NO WHITE	
14/15 WAS DECEDENT HISPANIC/LATINO/SPANISH? (if yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16 DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)	
17 USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED UNK		18 KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) UNITED STATES MARINE CORPS	
19 YEARS IN OCCUPATION 2			
20 DECEDENT'S RESIDENCE (Street and number or location) 7 CHAPARRAL LANE			
21 CITY PERALTA		22 COUNTY/PROVINCE -	
23 ZIP CODE 87042		24 YEARS IN COUNTY 0	
25 STATE/FOREIGN COUNTRY NM			
26 INFORMANT'S NAME, RELATIONSHIP WAYLAND BRETT STRICKLAND, FATHER			
27 INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 7 CHAPARRAL LANE, PERALTA, NM 87042			
28 NAME OF SURVIVING SPOUSE/RODP-FIRST -		29 MIDDLE -	
30 LAST (BIRTH NAME) -			
31 NAME OF FATHER/PARENT-FIRST WAYLAND		32 MIDDLE BRETT	
33 LAST STRICKLAND		34 BIRTH STATE FL	
35 NAME OF MOTHER/PARENT-FIRST MICHELLE		36 MIDDLE ALLENE	
37 LAST (BIRTH NAME) FLOWERS		38 BIRTH STATE NM	
39 DISPOSITION DATE mm/dd/yyyy 06/13/2022		40 PLACE OF FINAL DISPOSITION DOVER AIR FORCE BASE 442 13TH STREET, DOVER, DE 19902	
41 TYPE OF DISPOSITION TRANSIT		42 SIGNATURE OF EMBALMER NOT EMBALMED	
43 LICENSE NUMBER -			
44 NAME OF FUNERAL ESTABLISHMENT LEGACY FUNERAL AND CREMATION		45 LICENSE NUMBER FD2009	
46 SIGNATURE OF LOCAL REGISTRAR STEPHEN MUNDAY MPH MS		47 DATE mm/dd/yyyy 06/13/2022	
48 PLACE OF DEATH RURAL DESERT AREA			
49 IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice		50 IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Nursing Home <input type="checkbox"/> LTC <input type="checkbox"/> Decedent's Home <input checked="" type="checkbox"/> Other	
104 COUNTY IMPERIAL		105 FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) - LATITUDE 32 88629, LONGITUDE 115 18991	
106 CITY EL CENTRO			
107 CAUSE OF DEATH (A) PENDING		108 DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
109 BECAUSE OF DEATH (B) PENDING		110 BECAUSE OF DEATH (C) PENDING	
111 BECAUSE OF DEATH (D) PENDING		112 BECAUSE OF DEATH (E) PENDING	
113 OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 PENDING		114 BECAUSE OF DEATH (F) PENDING	
115 BECAUSE OF DEATH (G) PENDING		116 BECAUSE OF DEATH (H) PENDING	
117 BECAUSE OF DEATH (I) PENDING		118 BECAUSE OF DEATH (J) PENDING	
119 BECAUSE OF DEATH (K) PENDING		120 BECAUSE OF DEATH (L) PENDING	
121 BECAUSE OF DEATH (M) PENDING		122 BECAUSE OF DEATH (N) PENDING	
123 BECAUSE OF DEATH (O) PENDING		124 BECAUSE OF DEATH (P) PENDING	
125 BECAUSE OF DEATH (Q) PENDING		126 BECAUSE OF DEATH (R) PENDING	
127 BECAUSE OF DEATH (S) PENDING		128 BECAUSE OF DEATH (T) PENDING	
129 BECAUSE OF DEATH (U) PENDING		130 BECAUSE OF DEATH (V) PENDING	
131 BECAUSE OF DEATH (W) PENDING		132 BECAUSE OF DEATH (X) PENDING	
133 BECAUSE OF DEATH (Y) PENDING		134 BECAUSE OF DEATH (Z) PENDING	
135 BECAUSE OF DEATH (AA) PENDING		136 BECAUSE OF DEATH (AB) PENDING	
137 BECAUSE OF DEATH (AC) PENDING		138 BECAUSE OF DEATH (AD) PENDING	
139 BECAUSE OF DEATH (AE) PENDING		140 BECAUSE OF DEATH (AF) PENDING	
141 BECAUSE OF DEATH (AG) PENDING		142 BECAUSE OF DEATH (AH) PENDING	
143 BECAUSE OF DEATH (AI) PENDING		144 BECAUSE OF DEATH (AJ) PENDING	
145 BECAUSE OF DEATH (AK) PENDING		146 BECAUSE OF DEATH (AL) PENDING	
147 BECAUSE OF DEATH (AM) PENDING		148 BECAUSE OF DEATH (AN) PENDING	
149 BECAUSE OF DEATH (AO) PENDING		150 BECAUSE OF DEATH (AP) PENDING	
151 BECAUSE OF DEATH (AQ) PENDING		152 BECAUSE OF DEATH (AR) PENDING	
153 BECAUSE OF DEATH (AS) PENDING		154 BECAUSE OF DEATH (AT) PENDING	
155 BECAUSE OF DEATH (AU) PENDING		156 BECAUSE OF DEATH (AV) PENDING	
157 BECAUSE OF DEATH (AW) PENDING		158 BECAUSE OF DEATH (AX) PENDING	
159 BECAUSE OF DEATH (AY) PENDING		160 BECAUSE OF DEATH (AZ) PENDING	
161 BECAUSE OF DEATH (BA) PENDING		162 BECAUSE OF DEATH (BB) PENDING	
163 BECAUSE OF DEATH (BC) PENDING		164 BECAUSE OF DEATH (BD) PENDING	
165 BECAUSE OF DEATH (BE) PENDING		166 BECAUSE OF DEATH (BF) PENDING	
167 BECAUSE OF DEATH (BG) PENDING		168 BECAUSE OF DEATH (BH) PENDING	
169 BECAUSE OF DEATH (BI) PENDING		170 BECAUSE OF DEATH (BJ) PENDING	
171 BECAUSE OF DEATH (BK) PENDING		172 BECAUSE OF DEATH (BL) PENDING	
173 BECAUSE OF DEATH (BM) PENDING		174 BECAUSE OF DEATH (BN) PENDING	
175 BECAUSE OF DEATH (BO) PENDING		176 BECAUSE OF DEATH (BP) PENDING	
177 BECAUSE OF DEATH (BQ) PENDING		178 BECAUSE OF DEATH (BR) PENDING	
179 BECAUSE OF DEATH (BS) PENDING		180 BECAUSE OF DEATH (BT) PENDING	
181 BECAUSE OF DEATH (BU) PENDING		182 BECAUSE OF DEATH (BV) PENDING	
183 BECAUSE OF DEATH (BW) PENDING		184 BECAUSE OF DEATH (BX) PENDING	
185 BECAUSE OF DEATH (BY) PENDING		186 BECAUSE OF DEATH (BZ) PENDING	
187 BECAUSE OF DEATH (CA) PENDING		188 BECAUSE OF DEATH (CB) PENDING	
189 BECAUSE OF DEATH (CC) PENDING		190 BECAUSE OF DEATH (CD) PENDING	
191 BECAUSE OF DEATH (CE) PENDING		192 BECAUSE OF DEATH (CF) PENDING	
193 BECAUSE OF DEATH (CG) PENDING		194 BECAUSE OF DEATH (CH) PENDING	
195 BECAUSE OF DEATH (CI) PENDING		196 BECAUSE OF DEATH (CJ) PENDING	
197 BECAUSE OF DEATH (CK) PENDING		198 BECAUSE OF DEATH (CL) PENDING	
199 BECAUSE OF DEATH (CM) PENDING		200 BECAUSE OF DEATH (CN) PENDING	
201 BECAUSE OF DEATH (CO) PENDING		202 BECAUSE OF DEATH (CP) PENDING	
203 BECAUSE OF DEATH (CQ) PENDING		204 BECAUSE OF DEATH (CR) PENDING	
205 BECAUSE OF DEATH (CS) PENDING		206 BECAUSE OF DEATH (CT) PENDING	
207 BECAUSE OF DEATH (CU) PENDING		208 BECAUSE OF DEATH (CV) PENDING	
209 BECAUSE OF DEATH (CW) PENDING		210 BECAUSE OF DEATH (CX) PENDING	
211 BECAUSE OF DEATH (CY) PENDING		212 BECAUSE OF DEATH (CZ) PENDING	
213 BECAUSE OF DEATH (DA) PENDING		214 BECAUSE OF DEATH (DB) PENDING	
215 BECAUSE OF DEATH (DC) PENDING		216 BECAUSE OF DEATH (DD) PENDING	
217 BECAUSE OF DEATH (DE) PENDING		218 BECAUSE OF DEATH (DF) PENDING	
219 BECAUSE OF DEATH (DG) PENDING		220 BECAUSE OF DEATH (DH) PENDING	
221 BECAUSE OF DEATH (DI) PENDING		222 BECAUSE OF DEATH (DJ) PENDING	
223 BECAUSE OF DEATH (DK) PENDING		224 BECAUSE OF DEATH (DL) PENDING	
225 BECAUSE OF DEATH (DM) PENDING		226 BECAUSE OF DEATH (DN) PENDING	
227 BECAUSE OF DEATH (DO) PENDING		228 BECAUSE OF DEATH (DP) PENDING	
229 BECAUSE OF DEATH (DQ) PENDING		230 BECAUSE OF DEATH (DR) PENDING	
231 BECAUSE OF DEATH (DS) PENDING		232 BECAUSE OF DEATH (DT) PENDING	
233 BECAUSE OF DEATH (DU) PENDING		234 BECAUSE OF DEATH (DV) PENDING	
235 BECAUSE OF DEATH (DW) PENDING		236 BECAUSE OF DEATH (DX) PENDING	
237 BECAUSE OF DEATH (DY) PENDING		238 BECAUSE OF DEATH (DZ) PENDING	
239 BECAUSE OF DEATH (EA) PENDING		240 BECAUSE OF DEATH (EB) PENDING	
241 BECAUSE OF DEATH (EC) PENDING		242 BECAUSE OF DEATH (ED) PENDING	
243 BECAUSE OF DEATH (EE) PENDING		244 BECAUSE OF DEATH (EF) PENDING	
245 BECAUSE OF DEATH (EG) PENDING		246 BECAUSE OF DEATH (EH) PENDING	
247 BECAUSE OF DEATH (EI) PENDING		248 BECAUSE OF DEATH (EJ) PENDING	
249 BECAUSE OF DEATH (EK) PENDING		250 BECAUSE OF DEATH (EL) PENDING	
251 BECAUSE OF DEATH (EM) PENDING		252 BECAUSE OF DEATH (EN) PENDING	
253 BECAUSE OF DEATH (EO) PENDING		254 BECAUSE OF DEATH (EP) PENDING	
255 BECAUSE OF DEATH (EQ) PENDING		256 BECAUSE OF DEATH (ER) PENDING	
257 BECAUSE OF DEATH (ES) PENDING		258 BECAUSE OF DEATH (ET) PENDING	
259 BECAUSE OF DEATH (EU) PENDING		260 BECAUSE OF DEATH (EV) PENDING	
261 BECAUSE OF DEATH (EW) PENDING		262 BECAUSE OF DEATH (EX) PENDING	
263 BECAUSE OF DEATH (EY) PENDING		264 BECAUSE OF DEATH (EZ) PENDING	
265 BECAUSE OF DEATH (FA) PENDING		266 BECAUSE OF DEATH (FB) PENDING	
267 BECAUSE OF DEATH (FC) PENDING		268 BECAUSE OF DEATH (FD) PENDING	
269 BECAUSE OF DEATH (FE) PENDING		270 BECAUSE OF DEATH (FF) PENDING	
271 BECAUSE OF DEATH (FG) PENDING		272 BECAUSE OF DEATH (FH) PENDING	
273 BECAUSE OF DEATH (FI) PENDING		274 BECAUSE OF DEATH (FJ) PENDING	
275 BECAUSE OF DEATH (FK) PENDING		276 BECAUSE OF DEATH (FL) PENDING	
277 BECAUSE OF DEATH (FM) PENDING		278 BECAUSE OF DEATH (FN) PENDING	
279 BECAUSE OF DEATH (FO) PENDING		280 BECAUSE OF DEATH (FP) PENDING	
281 BECAUSE OF DEATH (FQ) PENDING		282 BECAUSE OF DEATH (FR) PENDING	
283 BECAUSE OF DEATH (FS) PENDING		284 BECAUSE OF DEATH (FT) PENDING	
285 BECAUSE OF DEATH (FU) PENDING		286 BECAUSE OF DEATH (FV) PENDING	
287 BECAUSE OF DEATH (FW) PENDING		288 BECAUSE OF DEATH (FX) PENDING	
289 BECAUSE OF DEATH (FY) PENDING		290 BECAUSE OF DEATH (FZ) PENDING	
291 BECAUSE OF DEATH (GA) PENDING		292 BECAUSE OF DEATH (GB) PENDING	
293 BECAUSE OF DEATH (GC) PENDING		294 BECAUSE OF DEATH (GD) PENDING	
295 BECAUSE OF DEATH (GE) PENDING		296 BECAUSE OF DEATH (GF) PENDING	
297 BECAUSE OF DEATH (GG) PENDING		298 BECAUSE OF DEATH (GH) PENDING	
299 BECAUSE OF DEATH (GI) PENDING		300 BECAUSE OF DEATH (GJ) PENDING	
301 BECAUSE OF DEATH (GK) PENDING		302 BECAUSE OF DEATH (GL) PENDING	
303 BECAUSE OF DEATH (GM) PENDING		304 BECAUSE OF DEATH (GN) PENDING	
305 BECAUSE OF DEATH (GO) PENDING		306 BECAUSE OF DEATH (GP) PENDING	
307 BECAUSE OF DEATH (GQ) PENDING		308 BECAUSE OF DEATH (GR) PENDING	
309 BECAUSE OF DEATH (GS) PENDING		310 BECAUSE OF DEATH (GT) PENDING	
311 BECAUSE OF DEATH (GU) PENDING		312 BECAUSE OF DEATH (GV) PENDING	
313 BECAUSE OF DEATH (GW) PENDING		314 BECAUSE OF DEATH (GX) PENDING	
315 BECAUSE OF DEATH (GY) PENDING		316 BECAUSE OF DEATH (GZ) PENDING	
317 BECAUSE OF DEATH (HA) PENDING		318 BECAUSE OF DEATH (HB) PENDING	
319 BECAUSE OF DEATH (HC) PENDING		320 BECAUSE OF DEATH (HD) PENDING	
321 BECAUSE OF DEATH (HE) PENDING		322 BECAUSE OF DEATH (HF) PENDING	
323 BECAUSE OF DEATH (HG) PENDING		324 BECAUSE OF DEATH (HH) PENDING	
325 BECAUSE OF DEATH (HI) PENDING		326 BECAUSE OF DEATH (HJ) PENDING	
327 BECAUSE OF DEATH (HK) PENDING		328 BECAUSE OF DEATH (HL) PENDING	
329 BECAUSE OF DEATH (HM) PENDING		330 BECAUSE OF DEATH (HN) PENDING	
331 BECAUSE OF DEATH (HO) PENDING		332 BECAUSE OF DEATH (HP) PENDING	
333 BECAUSE OF DEATH (HQ) PENDING		334 BECAUSE OF DEATH (HR) PENDING	
335 BECAUSE OF DEATH (HS) PENDING		336 BECAUSE OF DEATH (HT) PENDING	
337 BECAUSE OF DEATH (HU) PENDING		338 BECAUSE OF DEATH (HV) PENDING	
339 BECAUSE OF DEATH (HW) PENDING		340 BECAUSE OF DEATH (HX) PENDING	
341 BECAUSE OF DEATH (HY) PENDING		342 BECAUSE OF DEATH (HZ) PENDING	
343 BECAUSE OF DEATH (IA) PENDING		344 BECAUSE OF DEATH (IB) PENDING	
345 BECAUSE OF DEATH (IC) PENDING		346 BECAUSE OF DEATH (ID) PENDING	
347 BECAUSE OF DEATH (IE) PENDING		348 BECAUSE OF DEATH (IF) PENDING	
349 BECAUSE OF DEATH (IG) PENDING		350 BECAUSE OF DEATH (IH) PENDING	
351 BECAUSE OF DEATH (II) PENDING		352 BECAUSE OF DEATH (IJ) PENDING	
353 BECAUSE OF DEATH (IK) PENDING		354 BECAUSE OF DEATH (IL) PENDING	
355 BECAUSE OF DEATH (IM) PENDING		356 BECAUSE OF DEATH (IN) PENDING	
357 BECAUSE OF DEATH (IO) PENDING		358 BECAUSE OF DEATH (IP) PENDING	
359 BECAUSE OF DEATH (IQ) PENDING		360 BECAUSE OF DEATH (IR) PENDING	
361 BECAUSE OF DEATH (IS) PENDING		362 BECAUSE OF DEATH (IT) PENDING	
363 BECAUSE OF DEATH (IU) PENDING		364 BECAUSE OF DEATH (IV) PENDING	
365 BECAUSE OF DEATH (IW) PENDING		366 BECAUSE OF DEATH (IX) PENDING	
367 BECAUSE OF DEATH (IY) PENDING		368 BECAUSE OF DEATH (IZ) PENDING	
369 BECAUSE OF DEATH (JA) PENDING		370 BECAUSE OF DEATH (JB) PENDING	
371 BECAUSE OF DEATH (JC) PENDING		372 BECAUSE OF DEATH (JD) PENDING	
373 BECAUSE OF DEATH (JE) PENDING		374 BECAUSE OF DEATH (JF) PENDING	
375 BECAUSE OF DEATH (JG) PENDING		376 BECAUSE OF DEATH (JH) PENDING	
377 BECAUSE OF DEATH (JI) PENDING		378 BECAUSE OF DEATH (JJ) PENDING	
379 BECAUSE OF DEATH (JK) PENDING		380 BECAUSE OF DEATH (JL) PENDING	
381 BECAUSE OF DEATH (JM) PENDING		382 BECAUSE OF DEATH (JN) PENDING	
383 BECAUSE OF DEATH (JO) PENDING		384 BECAUSE OF DEATH (JP) PENDING	
385 BECAUSE OF DEATH (JQ) PENDING		386 BECAUSE OF DEATH (JR) PENDING	
387 BECAUSE OF DEATH (JS) PENDING		388 BECAUSE OF DEATH (JT) PENDING	
389 BECAUSE OF DEATH (JU) PENDING		390 BECAUSE OF DEATH (JV) PENDING	
391 BECAUSE OF DEATH (JW) PENDING		392 BECAUSE OF DEATH (JX) PENDING	
393 BECAUSE OF DEATH (JY) PENDING		394 BECAUSE OF DEATH (JZ) PENDING	
395 BECAUSE OF DEATH (KA) PENDING		396 BECAUSE OF DEATH (KB) PENDING	
397 BECAUSE OF DEATH (KC) PENDING		398 BECAUSE OF DEATH (KD) PENDING	
399 BECAUSE OF DEATH (KE) PENDING		400 BECAUSE OF DEATH (KF) PENDING	
401 BECAUSE OF DEATH (KG) PENDING		402 BECAUSE OF DEATH (KH) PENDING	
403 BECAUSE OF DEATH (KI) PENDING		404 BECAUSE OF DEATH (KJ) PENDING	
405 BECAUSE OF DEATH (KK) PENDING		406 BECAUSE OF DEATH (KL) PENDING	
407 BECAUSE OF DEATH (KM) PENDING		408 BECAUSE OF DEATH (KN) PENDING	
409 BECAUSE OF DEATH (KO) PENDING		410 BECAUSE OF DEATH (KP) PENDING	
411 BECAUSE OF DEATH (KQ) PENDING		412 BECAUSE OF DEATH (KR) PENDING	
413 BECAUSE OF DEATH (KS) PENDING		414 BECAUSE OF DEATH (KT) PENDING	
415 BECAUSE OF DEATH (KU) PENDING		416 BECAUSE OF DEATH (KV) PENDING	
417 BECAUSE OF DEATH (KW) PENDING		418 BECAUSE OF DEATH (KX) PENDING	
419 BECAUSE OF DEATH (KY) PENDING		420 BECAUSE OF DEATH (KZ) PENDING	
421 BECAUSE OF DEATH (LA) PENDING		422 BECAUSE OF DEATH (LB) PENDING	
423 BECAUSE OF DEATH (LC) PENDING		424 BECAUSE OF DEATH (LD) PENDING	
425 BECAUSE OF DEATH (LE) PENDING		426 BECAUSE OF DEATH (LF) PENDING	
427 BECAUSE OF DE			

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

PHYSICIAN/CORONER'S AMENDMENT

3052022137102

STATE FILE NUMBER

2.1

NO ERASURES, WHITEOUTS, PHOTOCOPIES,
OR ALTERATIONS

3202213000576

LOCAL REGISTRATION NUMBER

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST EVAN	1B. MIDDLE ALEXANDER	1C. LAST STRICKLAND	2. SEX M
	3. DATE OF EVENT—MM/DD/CCYY 06/08/2022	4. CITY OF EVENT GLAMIS	5. COUNTY OF EVENT IMPERIAL	

PART II STATEMENT OF CORRECTIONS

LIST ONE ITEM PER LINE	6. CERTIFICATE ITEM NUMBER	7. INFORMATION AS IT APPEARS ON ORIGINAL RECORD	8. INFORMATION AS IT SHOULD APPEAR
	125	GPS LATITUDE 32 88629, LONGITUDE 115 18991, GRAMIS, CA 92248	GPS LATITUDE 32 88629, LONGITUDE 115.18991, GLAMIS, CA 92248

DECLARATION OF CERTIFYING PHYSICIAN OR CORONER	I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE			
	9. SIGNATURE OF CERTIFYING PHYSICIAN OR CORONER MARTIN ZAVALA	10. DATE SIGNED—MM/DD/CCYY 10/27/2022	11. TYPED OR PRINTED NAME AND TITLE/DEGREE OF CERTIFIER MARTIN ZAVALA, DEPUTY CORONER	
	12. ADDRESS—STREET AND NUMBER 328 APPLESTILL ROAD	13. CITY EL CENTRO	14. STATE CA	15. ZIP CODE 92244-1040

STATE/LOCAL REGISTRAR USE ONLY	16. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR CDPH-VR	17. DATE ACCEPTED FOR REGISTRATION—MM/DD/CCYY 10/28/2022
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STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

* 130144952 *

CERTIFIED COPY OF VITAL RECORDS
 STATE OF CALIFORNIA, COUNTY OF IMPERIAL

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE

DATE ISSUED

NOV 2 1 2022 SR

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
 LOCAL REGISTRAR
 IMPERIAL COUNTY, CALIFORNIA

This copy is not valid unless prepared on engraved border, displaying the date, seal and signature of the Local Registrar

PDC00001/0017

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF PUBLIC HEALTH
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

PHYSICIAN/CORONER'S AMENDMENT

NO ERASURES, WHITEOUTS, PHOTOCOPIES,
OR ALTERATIONS

3052022137102

STATE FILE NUMBER

1.1

3202213000576

LOCAL REGISTRATION NUMBER

☐ BIRTH ☒ DEATH ☐ FETAL DEATH

TYPE OR PRINT CLEARLY IN BLACK INK ONLY - THIS AMENDMENT BECOMES AN ACTUAL PART OF THE OFFICIAL RECORD

PART I INFORMATION TO LOCATE RECORD

INFORMATION AS IT APPEARS ON ORIGINAL RECORD	1A. NAME—FIRST EVAN	1B. MIDDLE ALEXANDER	1C. LAST STRICKLAND	2. SEX M
	3. DATE OF EVENT—MM/DD/CCYY 06/08/2022	4. CITY OF EVENT EL CENTRO	5. COUNTY OF EVENT IMPERIAL	

PART II STATEMENT OF CORRECTIONS

6. CERTIFICATE ITEM NUMBER	7. INFORMATION AS IT APPEARS ON ORIGINAL RECORD	8. INFORMATION AS IT SHOULD APPEAR
105	- LATITUDE 32 88629, LONGITUDE 115.18991	GPS LATITUDE 32 88629, LONGITUDE 115.18991
106	EL CENTRO	GLAMIS
107A	PENDING	MULTIPLE INJURIES DUE TO AVIATION MISHAP
107AT	-	SECS
108A	NONE	22-115
112	PENDING	NONE
119	PENDING INVESTIGATION	ACCIDENT
120		Y
121		06/08/2022
122		1200 EST
123		OTHER: OPEN DESERT
124		DECEDENT WAS INVOLVED IN AN AVIATION MISHAP
125		GPS LATITUDE 32.88629, LONGITUDE 115.18991, GRAMIS, CA 92248

DECLARATION
OF
CERTIFYING
PHYSICIAN OR
CORONER

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

9. SIGNATURE OF CERTIFYING PHYSICIAN OR CORONER

MARTIN ZAVALA

10. DATE SIGNED—MM/DD/CCYY

10/19/2022

11. TYPED OR PRINTED NAME AND TITLE/DEGREE OF CERTIFIER

MARTIN ZAVALA, DEPUTY CORONER

12. ADDRESS—STREET AND NUMBER

328 APPLESTILL ROAD

13. CITY

EL CENTRO

14. STATE

CA

15. ZIP CODE

92244-1040

STATE/LOCAL
REGISTRAR
USE ONLY

16. OFFICE OF VITAL RECORDS OR LOCAL REGISTRAR

CDPH-VR

17. DATE ACCEPTED FOR REGISTRATION—MM/DD/CCYY

10/19/2022

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

* 130144941 *

CERTIFIED COPY OF VITAL RECORDS
 STATE OF CALIFORNIA, COUNTY OF IMPERIAL

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL RECORD AS FILED IN THIS OFFICE

DATE ISSUED

NOV 21 2022

STEPHEN W. MUNDAY, M.D., M.P.H., M.S.
 LOCAL REGISTRAR
 IMPERIAL COUNTY, CALIFORNIA

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PENDING

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE