

1 ELIZABETH L. CROOKE, ESQ. [SBN 90305]
2 STEVEN J. LIPSCOMB, ESQ. [SBN 203266]
3 **ENGSTROM, LIPSCOMB & LACK**
4 10100 SANTA MONICA BLVD., SUITE 1200
5 LOS ANGELES, CA 90067-4113
6 Tel.: (310) 552-3800
7 Fax: (310) 552-9434
8 EMAIL: bcrooke@elllaw.com

9 STEVEN C. MARKS (*pending pro hac vice*)
10 KRISTINA M. INFANTE (*pending pro hac vice*)
11 PABLO ROJAS (*pending pro hac vice*)
12 **PODHURST ORSECK, P.A.**
13 SUNTRUST INTERNATIONAL CENTER
14 ONE S.E. 3RD AVENUE, SUITE 2300
15 MIAMI, FLORIDA 33131
16 Tel.: (305) 358-2800
17 Fax: (305) 358-2382

18 Attorneys for Plaintiff

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF SANTA CLARA**

21 MARIA MAGDALENA OLARTE,
22 individually and as personal representative of
23 the Estate of LANCE MACLEAN, deceased,

24 Plaintiffs,

25 vs.

26 THEODORE M. NEALE, a California resident
27 and citizen, SERGEY BRIN, a California
28 citizen, BAYSHORE GLOBAL
MANAGEMENT LLC, a California limited
liability company, GOOGLE LLC, a California
limited liability company, SEAFLY LLC, a
California limited liability company,
SOUTHERN CROSS AVIATION INC., and
DOES 1 to 50, inclusive,

Defendants.

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 2/13/2024 3:08 PM
Reviewed By: J. Nguyen
Case #24CV430717
Envelope: 14397924**

Case No.: 24CV430717

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR**

1. **TORTIOUS INTERFERENCE WITH
A DEAD BODY**
2. **WRONGFUL DEATH AND
SURVIVAL NEGLIGENCE**
3. **PRODUCTS LIABILITY**
4. **CONVERSION**
5. **INJUNCTION**

DEMAND FOR JURY TRIAL

Complaint Filed: February 8, 2024

1 Plaintiff, MARIA MAGDALENA OLARTE MACLEAN, as personal representative of
2 the Estate of LANCE MACLEAN, deceased brings this action against Defendants THEODORE
3 M. NEALE, SERGEY BRIN, BAYSHORE GLOBAL MANAGEMENT LLC, GOOGLE LLC,
4 SEAFLY LLC, SOUTHERN CROSS AVIATION INC., and DOES 1 to 50 and alleges upon
5 information and belief as follows:

6 **GENERAL ALLEGATIONS**

7 1. On May 20, 2023, at 1:54 p.m. local time, a Viking Air Ltd. DHC-6 Twin Otter
8 Series 400—N153QS, crashed into the Pacific Ocean west of Half Moon Bay, California.

9 2. Defendants Sergey Brin (“Brin”), Bayshore Global Management LLC
10 (“Bayshore”), and Google LLC (“Google”) are owner/operators of the aircraft. They were
11 responsible for procuring—and upon information did procure—liability and other insurance
12 coverages for the aircraft.

13 3. The two pilots on board the aircraft—pilot Lance Maclean and co-pilot Dean
14 Rushfeldt—died as a result of the crash. The pilots were the only ones on board.

15 4. The aircraft took off at 8:05 a.m. on May 20, 2023, from a Sonoma County airstrip
16 in Santa Rosa, California bound for Honolulu, Hawaii.

17 5. The aircraft’s ultimate destination was Brin’s private island in Fiji. Upon
18 information, the flight was performed at the direction, instruction and/or request of Brin,
19 Bayshore and/or Google.



1 6. Brin, through Defendant Southern Cross Aviation Inc. (“Southern Cross”),
2 contracted with both pilots to ferry his **\$8 million** aircraft from California to Fiji so Brin could
3 treat his private guests to some island hopping.



4
5
6
7
8
9
10
11
12
13
14
15 7. Brin is known for hosting the rich and famous for parties at locations around the
16 world.



17
18
19
20
21
22
23
24
25
26
27 8. Brin and his island-hopping guests were transported to Fiji in Brin’s **\$15 million**
28 767-200 widebody airliner—just one of his extensive fleet of aircraft.



10 9. Southern Cross not only contracted the ferry-flight pilots for Brin, but Southern
11 Cross also coordinated test flights, permits, flight briefs, and accommodations in advance of the
12 flight. Southern Cross did not file a flight plan as required.

13 10. To get the aircraft from California to Fiji for Brin’s personal use, Brin’s agents
14 instructed the subject aircraft’s regular maintenance team, Defendant Seafly LLC (“Seafly”), to
15 ready the ferry flight.

16 11. Defendant Theodore Neal served as the Director of Aviation for Seafly LLC
17 (“Seafly”), the company responsible for maintaining the subject aircraft over a period of many
18 years. Seafly mechanic James Kitti installed a ferry fuel system inside the aircraft’s fuselage at the
19 Santa Rosa airport prior to departure.



1 12. The ferry fuel system Kitti installed was purchased by Defendants Brin, Bayshore,
2 and Google and was comprised of three (3) Turtle-Pac Pty. Ltd. manufactured “fuel bladders”
3 with electric pumps in addition to hoses manufactured by Aeroquip Corporation.

4 13. The purpose of installing these fuel bladders was to permit the aircraft to
5 accomplish the long flight from California to Hawaii. Without the fuel bladders, the subject
6 aircraft would not have enough fuel to accomplish a flight of this length.

7 14. Kitti did not have the Turtle-Pac data to guide the installation of the ferry fuel
8 system when he installed the bladders, valves, electric pumps, hoses, and straps for the doomed
9 flight.

10 15. Instead, Kitti installed the ferry fuel system “from memory” without referring to a
11 checklist and then did an air-leak check on the fuel bladders.

12 16. Kitti made no entry in the logbook regarding the ferry fuel installation, nor did he
13 fill out or sign the required FAA Form 337.

14 17. Kitti did not log on a form as required under FAA maintenance and alterations
15 regulations: a description of the work performed; the date of completion; the name of the person
16 performing the work; whether the work was performed satisfactorily; the kind of certificate held
17 by him; the certificate number; or sign the form. *See* 14 C.F.R. §§ 43.9(a), (d); 43.15(a)(1). FAR
18 91.405(b).

19 18. Defendants Brin, Bayshore, and Google contracted with Southern Cross to
20 provide the fuel and tip tanks for the ferry flight.

21 19. For the first leg of the flight from Santa Rosa to Fiji by way of Honolulu,
22 approximately **ten thousand (10,000) pounds of jet fuel** were loaded into the ferry tanks of the
23 subject aircraft.

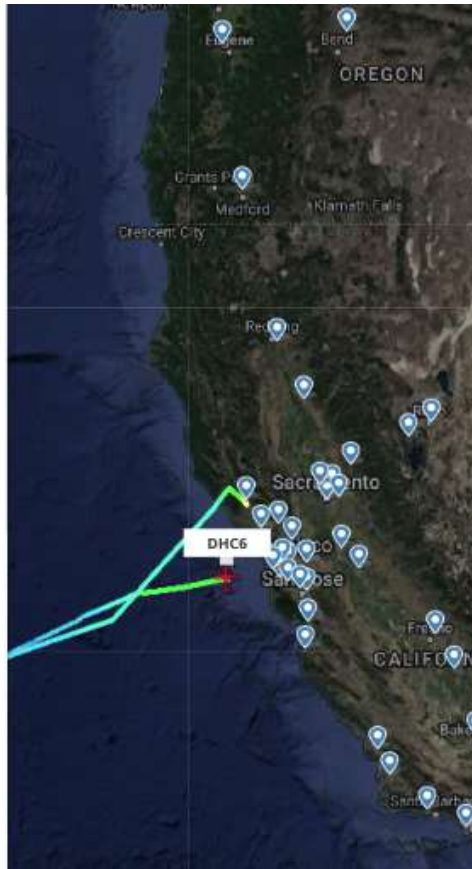
24 20. Defendants Brin, Bayshore, Google, and Seafly did not file a Special Permit for the
25 ferry flight. *See* FAR 91.7 & FAR 21.197.

26 21. The ferry flight took off without incident and proceeded on its course to Hawaii.

27 22. Several hours into the flight, the pilots radioed Seafly personnel asking for
28 assistance with a ferry fuel system malfunction. Fuel was not transferring from the fuel bladders

1 into the main fuel tanks, starving the aircraft of fuel.

2 23. Without fuel transfer from the fuel bladders into the main tanks, the pilot-in-charge
3 decedent LANCE MACLEAN immediately diverted the aircraft back East toward the California
4 coast.



5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20 24. Seafly personnel continued to troubleshoot the ferry fuel system’s failure to
21 transfer fuel via HF radio for approximately one-and-a-half hours to no avail.

22 25. The pilot decedent LANCE MACLEAN headed the aircraft toward the closest
23 airstrip—a community airfield near Half Moon Bay.

24 26. With fuel quickly running out, the pilots declared an emergency.

25 27. Air Traffic Control alerted the United States Coast Guard (“USCG”) that the
26 aircraft was running out of fuel and would likely ditch in the ocean.

27 28. USCG was provided the aircraft’s location.

28 ///

1 29. The last communication with the aircraft was at 3900 ft. and reported “Dead
2 Stick.”

3 30. The aircraft crashed into the sea at 1:54 p.m., just off the coast near Half Moon
4 Bay. Its signal was lost two minutes later.

5 31. At 2:05 p.m., USCG dispatched a Dolphin helicopter from the San Francisco
6 International Airport.

7 32. The chopper arrived at the crash site ten minutes later and found the subject
8 aircraft upside-down floating in the water.



21 33. A USCG swimmer was hoisted down from the helicopter to attempt a rescue.

22 34. The swimmer found both pilots strapped in their seats in the submerged cockpit.
23 According to the swimmer’s observations, neither had survived the crash.

24 35. The helicopter crew was unable to recover the bodies of the pilots or the aircraft at
25 that time, so the aircraft and the pilots subsequently sunk to the bottom of the sea, resting at a
26 depth of less than 3,000 feet.

27 36. Upon information, the aircraft wreckage, including **~10,000 pounds of jet fuel**,
28 now lies within the Greater Farallones National Marine Sanctuary—home to sea otters, elephant

1 seals, rockfish, garibaldi, abalone, spiny lobsters, and millions of other marine organisms. Gray
2 whales, an endangered species, migrate through the Marine Sanctuary each year.

3 37. Upon information, The Greater Farallones National Marine Sanctuary is located
4 within the territorial sea of the United States and the State of California. *See* Ex. 1, GULF OF THE
5 FARALLONES NATIONAL MARINE SANCTUARY FINAL MANAGEMENT PLAN (Dec. 2014).

6 38. The United States and the State of California extensively co-manage the Greater
7 Farallones National Marine Sanctuary. *See* Ex. 1 at 29-31.

8 39. California agencies responsible for managing and protecting the Greater Farallones
9 National Marine Sanctuary include the California Coastal Commission, the California State Lands
10 Commission, the California Department of Fish and Wildlife, and the California Department of
11 Parks and Recreation. *See* Ex. 1 at 31.

12 **SERGEY BRIN'S PARTICULAR ROLE**

13 40. As news of the May 20, 2023, crash and the subject aircraft's ties to Brin,
14 Bayshore and Google spread, a spokesperson for Bayshore told the *LA Times* two days after the
15 crash that "We are providing the families with assistance and will continue to do so *as long as*
16 *needed*. Similarly, we are working to ensure all available resources are ready to assist in the
17 recovery efforts once weather and seas provide safer conditions."

18 Yahoo! News article, May 22, 2023).



41. At that time, the aircraft's pingers on board were active.

1 42. Not five days later, however, Brin’s agents misrepresented to Plaintiff that no one
2 could legally attempt to recover the aircraft because the National Oceanic and Atmospheric
3 Administration (“NOAA”) refused to grant permission for any underwater activities in the area.

4 43. That was not true. On June 13, 2023, NOAA denied it was standing in the way of
5 the recovery effort, stating that no permit was, in fact, required.

6 44. From the outset of the crash, despite publicly assuring Plaintiff that her husband’s
7 remains would be recovered, Brin and his agents decided to leave him at the bottom of the ocean
8 along with evidence that would establish that Defendants were responsible for the crash that killed
9 the two pilots.

10 45. Due to Brin’s agent’s representation to Plaintiff that NOAA would not allow
11 recovery of the aircraft, **twenty-four (24) days of critical search and recovery time were lost**
12 **immediately following the crash.** This was the first of many delays that prevented recovery.

13 46. During the twenty-four (24) days when Plaintiff believed NOAA was dragging its
14 feet, Plaintiff begged Brin’s agents for help to recover her husband’s remains, which they assured
15 her would come soon.

16 47. When the lie about NOAA’s blocking the recovery efforts was exposed, Plaintiff
17 endured even more trauma realizing that Brin’s agents, who publicly promised to “ensure all
18 resources” would assist the recovery “as long as needed,” did not mean it.

19 48. But still Plaintiff held out hope that Brin would keep his word.

20 49. Brin is among the richest people in the world. If he wanted to recover the aircraft
21 and the remains of those lost, it would be done.

22 50. The Titan—a submersible which was tragically lost in June of 2023 while
23 exploring the wreckage of the Titanic in the North Atlantic, far from any significant land mass—
24 was located in just four (4) days under worse conditions. All humans remains were recovered.

25 51. Instead of bringing all assets to bear to recover the aircraft and the pilots as
26 promised, Brin partied on in Fiji, knowing that his long-time pilots and friends lay at the bottom
27 of the ocean, having callously determined to keep them there.

28 ///

1 52. Brin decided not to act because he, presumably, already knew the troubling facts
2 that the FAA later uncovered in its investigation:

3 a. No Supplemental Type Certificate (“STC”) was issued for the ferry fuel system
4 installed on the subject aircraft. FAA will issue an STC only if (1) the
5 pertinent technical data have been examined and found satisfactory; (2) all
6 necessary tests and compliance instructions have been completed; and (3) the
7 alteration has been found to confirm with the technical data.

8 i. In August 2013, an STC was requested for the subject aircraft. In its
9 review of the request, FAA ACO discovered several areas of concern
10 with the proposed installation, noting that the project required complex
11 review.

12 1. Without obtaining the required STC, the original ferry fuel
13 system was installed by Southern Cross on September 3, 2013,
14 nevertheless.

15 ii. On April 4, 2015, without an STC, the subject aircraft was re-fitted
16 with a ferry fuel system.

17 1. Only the engineering data provided by the manufacturer was
18 approved on Form 337. No STC approval was given for the
19 ferry fuel system itself.

20 b. No FAA Form 337 appears to exist for the auxiliary fuel system installed on
21 the subject aircraft prior to the fatal crash.

22 c. No logbook entries were made for the installation of the ferry fuel system used
23 for the fatal flight.

24 d. No Special Airworthiness (Ferry Permit) was requested or approved for the
25 fatal flight.

26 e. Brin’s mechanic who installed the ferry system for the May 20, 2023, flight did
27 not follow any written instructions, did not use a checklist, and failed to fill out
28 the required paperwork. The mechanic was later fired.

1 f. No copy of the weight and balance computations for the flight were kept.

2 53. In June 2023, one month after the crash, a fuel bladder was recovered at Manhattan
3 Beach, California. Plaintiff has not been informed as to whether the fuel bladder recovered at
4 Manhattan Beach had anything to do with the subject aircraft.

5 54. Brin sent his agents to recover the bladder and conducted an aerial search (by
6 helicopter) along sixty (60) miles of coastline, looking for more wreckage. None was found.

7 55. **One month after the crash**, on June 21, 2023, Brin’s agents told Plaintiff that **24-**
8 **hour-a-day search operations would begin on June 25**. Yet, **on June 26**, the search was **called**
9 **off**, allegedly due to weather.

10 56. The weather improved on June 28th, but by that time, Brin’s agents had directed
11 the search vessel to San Diego—a two days’ sail away from the search site.

12 57. No explanation was given as to why the search vessel was not directed to a port
13 closer to the crash site to allow search and recovery efforts to immediately resume once the
14 weather improved.

15 58. Despite a forecast of “fine weather” the entire week of June 29th, Brin’s agents
16 represented to Plaintiff that, once again, high waves and strong winds prevented any search and
17 recovery efforts—for the next two weeks.

18 59. Brin knew that this news would be devastating to Plaintiff, but he did not care.

19 60. The stall tactics had a tragic and insidious upshot. If the search did not proceed in
20 June, the vessel selected by Brin and/or his agents would not be available for another month,
21 further delaying the search.

22 61. The search vessel had a one-month government contract for the month of July.

23 62. Stalling any search and recovery in June meant that the search and recovery effort
24 would be delayed sixty (60) days from the date of the crash.

25 63. Brin and his team were intentionally running out the clock.

26 64. By the time the search vessel would be available to resume search and recovery
27 efforts, the pingers aboard the aircraft would be out of battery.

28

1 65. Brin’s agents were pretending to help Plaintiff while blocking the recovery. They
2 knew full well—because Plaintiff repeatedly told them—that Plaintiff could not sleep or eat until
3 they had recovered her husband’s body.

4 66. Even in the face of Plaintiff’s tearful pleading to recover her husband’s remains,
5 Brin and his agents made countless decisions that stalled and delayed the recovery, and then
6 stalled and delayed it some more.

7 67. Insurance typically does not cover unairworthy planes let alone unairworthy
8 aircraft installed without an STC and operating without an FAA Special (Ferry Flight) Permit.

9 68. To pacify Plaintiff and make her believe that Brin truly wanted to help her, Brin’s
10 agents next represented to Plaintiff that they had retained a team of scientists to review aircraft
11 data, drift models, images and all data provided by NOAA. No drift models have been publicly
12 released or shared with Plaintiff. Nor is it clear how these data or models would substitute for
13 concrete efforts to recover the aircraft, the very efforts that Brin and his agents promised.

14 69. On July 31, 2023, Brin’s agents advised Plaintiff that, at long last, the search vessel
15 would leave San Diego with an ROV onboard. **Sixty (60) days late.**

16 70. Conveniently, the ROV *crew* was on standby in San Francisco.

17 71. Thus, the search vessel had to travel from San Diego to San Francisco to retrieve
18 the ROV crew before it could return to the crash site to conduct a sonar search, wasting yet
19 another three days.

20 72. And, just when the search vessel was ready to begin the sonar search, the search
21 was **called off** once again due to “weather.”

22 73. Each time the search vessel attempted to reach the search site, Plaintiff was
23 anxiously watching the link Brin’s agents provided her showing the vessel’s location, 24/7.

24 74. Plaintiff watched hours upon hours, looking for signs that the vessel had found
25 something.

- 26 a. Each time the search vessel reached the search site, Plaintiff prayed for
27 success.

1 b. Each time the vessel exited the search site (usually within just a day or so),
2 Plaintiff was thrown into despair.

3 75. The experienced team of search and recovery experts hired by Brin seemed oddly
4 to arrive at the search site only when conditions were unfavorable for search and recovery over a
5 period of sixty (60) days. This bizarre pattern of “weather”-related and other delays continued for
6 weeks and weeks, aggravating Plaintiff’s suffering.

7 76. According to the narrative spun by Brin’s agents, they suffered the extreme bad
8 luck of always encountering prohibitive weather and other freak delays each time that they sought
9 to recover the aircraft wreckage and the pilots.

10 77. The pingers on the aircraft had limited battery life.

11 78. Finally, on August 8, 2023, Brin’s agents notified Plaintiff that a sonar search had
12 identified the left wing of the aircraft and an engine. Neither was recovered.

13 79. After the left wing and engine were located, Brin’s agents went radio silent. No
14 more communications with Plaintiff. No more updates on search and recovery plans. Nothing.

15 80. Then, on August 14, 2023, NTSB advised Plaintiff that the NTSB (not Brin’s
16 agents) would be Plaintiff’s primary point of contact going forward.

17 81. When Plaintiff attempted to contact Brin’s agents thereafter, they told her that
18 NTSB had instructed them not to communicate with her. That was not true.

19 82. In fact, NTSB had urged Plaintiff’s representatives to urge Brin’s agents to
20 communicate with NTSB about next steps in the recovery effort.

21 83. Even though NTSB was responsible for the investigation, Brin was responsible for
22 search and recovery.

23 84. When confronted with yet another lie that they had told, Brin’s agents doubled
24 down. They insisted that NTSB had ordered them not to communicate with Plaintiff. That was
25 still not true.

26 85. Over many months, the acts and omissions of Brin and his agents had the effect of
27 literally “burying” the evidence of the crash that killed the subject aircraft’s two pilots.

28 ///

1 86. Plaintiff could not bear the thought of her husband’s body being forever entombed
2 at the bottom of the ocean with no burial service—no religious ceremony; no recognition of his
3 military service as a Navy pilot.

4 87. So, Plaintiff persisted in trying to get Brin to keep his promise to recover her
5 husband’s remains.

6 88. In September 2023, Brin’s agents finally responded to her pleas.

7 89. This time, Brin’s agents told Plaintiff yet another story, this time blaming the U.S.
8 Coast Guard (“USCG”). Plaintiff was told that USCG failed to deliver the data needed to locate
9 the aircraft.

10 90. Distraught that the USCG would hinder the recovery of a Navy service member’s
11 remains, Plaintiff reached out.

12 91. Once again, the words of Brin’s agents did not withstand basic scrutiny. USCG
13 informed Plaintiff that not only had they provided all location data to Brin’s agents and expedited
14 their FOIA requests, but they had also asked Brin (as the owner of the aircraft) to give his
15 permission to recover the wreckage. Apparently, Brin and/or his agents declined to grant such
16 permission.

17 92. In October 2023, counsel for Plaintiff reached out to Google’s in-house counsel to
18 enlist the help of the global tech giant to retain the Titan team—still at the ready to conduct the
19 search—to recover the aircraft wreckage and the human remains.

20 93. The Titan team to this day still believes it can locate and recover the fuselage.

21 94. On October 5, 2023, counsel for Google represented to Plaintiff’s counsel that it
22 had “no involvement” with the May 20, 2023, crash and “does not own or otherwise have a
23 relationship to the aircraft, its pilots, or other personnel.”

24 95. Brin and his agents delayed the search and recovery effort of the subject aircraft,
25 degrading and destroying evidence that would show that the ferry fuel system aboard the aircraft
26 was illegally installed, causing the death of both pilots.

27 96. The stress and trauma endured by Plaintiff these past eight (8) months, hanging on
28 by a thread and being strung along by Brin and his agents through a pattern of mistruths and

1 needless delays, has resulted in Plaintiff's seeking medical treatment for severe anxiety,
2 depression, and sleeplessness.

3 97. Brin could have done what was promised by his spokesperson. He did not, even in
4 the face of the Plaintiff's pain, because he chose to let Plaintiff suffer intense grief and anguish
5 rather than face justice.

6 PARTIES

7 98. At all times material, Plaintiff MARIA MAGDALENA OLARTE MACLEAN is a
8 citizen of the United States and a resident of the State of Florida. Plaintiff is the personal
9 representative of the Estate of LANCE MACLEAN, deceased, and is the appropriate
10 representative survivor and beneficiary under applicable law.

11 99. At all times material, Decedent LANCE MACLEAN was a citizen of the United
12 States and a resident of the State of Florida.

13 100. At all times material Defendant THEODORE NEALE is a United States citizen,
14 and a citizen and resident of the State of California.

15 101. At all times material Defendant SERGEY BRIN is a United States citizen and
16 citizen of the State of California.

17 102. Defendant BAYSHORE GLOBAL MANAGEMENT LLC is a California limited
18 liability company with its principal place of business in Palo Alto, California.

19 103. Defendant GOOGLE LLC is a California limited liability company with its
20 principal place of business in Mountain View, California.

21 104. Defendant SEAFLY LLC is a California limited liability company with its
22 principal place of business in Palo Alto, California.

23 105. Defendant SOUTHERN CROSS AVIATION, INC. is an Oregon corporation with
24 its principal place of business in Florida.

25 106. Defendants DOES 1 to 50 are individuals and entities who are also liable for
26 Plaintiff's injuries but whose identities are not known at this time. As soon as the DOES are
27 identified, Plaintiff will amend the complaint to assert the appropriate claims against them.

28 ///

1 107. This Court has jurisdiction over this matter pursuant to California *Code of Civil*
2 *Procedure* §§ 377.20, 377.30, 377.34, 377.60, 377.61, and 377.62 for damages in excess of
3 twenty-five thousand dollars (\$25,000), exclusive of costs, interest and attorney’s fees arising
4 from injuries to and wrongful death of LANCE MACLEAN.

5 108. This Court has personal jurisdiction over THEODORE NEALE as a California
6 citizen and resident.

7 109. This Court has personal jurisdiction over SERGEY BRIN as a California citizen.

8 110. This Court has personal jurisdiction over BAYSHORE GLOBAL
9 MANAGEMENT LLC as a California limited liability company.

10 111. This Court has personal jurisdiction over GOOGLE LLC as a California limited
11 liability company.

12 112. This Court has personal jurisdiction over SEAFLY LLC as a California limited
13 liability company.

14 113. This Court has personal jurisdiction over SOUTHERN CROSS AVIATION INC.
15 because exercising such jurisdiction over the foreign corporation would not be inconsistent with
16 the United States Constitution or the Constitution of the State of California. *Cal. Code Civ. Proc.*
17 § 410.10.

18 114. Venue in this Court is proper pursuant to California Rules of *Civil Procedure* §
19 395(a) because venue is appropriate in either Santa Clara County or Sonoma County and Plaintiff
20 elects to bring suit in this Court.

21 115. Defendant SERGEY BRIN is a resident of Santa Clara County.

22 116. Defendant THEODORE NEALE is a resident of Sonoma County.

23 117. Defendant BAYSHORE GLOBAL MANAGEMENT LLC’s principal place of
24 business is in Santa Clara County.

25 118. Defendant GOOGLE LLC’s principal place of business is in Santa Clara County.

26 119. Defendant SEAFLY LLC’s principal place of business is in Santa Clara County.

27 120. Defendant SOUTHERN CROSS AVIATION INC.’s principal place of business is
28 in Broward County, Florida.

1 131. The pacify and delay tactics used by Brin and his agents over eight (8) months
2 were intended to and did have the effect of interfering with the proper and lawful recovery of,
3 treatment of and respect toward the body of Plaintiff's deceased husband. And it necessarily
4 caused Plaintiff extreme suffering and distress.



- 21 132. Defendants' outrageous conduct includes the following actions:
- 22 a. Publicly stating that Plaintiff's husband's remains would be recovered while
23 secretly plotting never to do so.
- 24 b. Lying to Plaintiff that NOAA would not allow search and recovery efforts
25 immediately following the crash without a permit, which was not true; thereby,
26 delaying search and recovery efforts during the most critical time-period (in
27 May) for twenty-four (24) days—knowing Plaintiff was in agony as she
28 waited.

- c. Assuring Plaintiff that the aircraft would be recovered which deprived Plaintiff of pursuing the recovery through other means at a time when the aircraft's pingers were still active.
- d. Intentionally delaying any search and recovery efforts until one month after the crash based on the lie that NOAA was in the way.
- e. Providing Plaintiff with a link to watch the search vessel's movements on June 25, knowing full well that the search would be called off the very next day—inflicting greater pain on Plaintiff.
- f. Purposefully directing the search vessel to a port two days' sail away from the search site on June 26, intentionally preventing search and recovery efforts to take place in June at the time when the subject aircraft's pingers could still help locate the aircraft.
- g. Delaying any meaningful search until the end of July in full knowledge that the pingers onboard had limited battery life.
- h. Failing to engage the Titan recovery team which team was at the ready to assist throughout.
- i. Making Plaintiff wait until the end of July—sixty (60) excruciating days—before planning an underwater sonar search for the wreckage.
- j. Delaying the sonar search by three (3) days because the search vessel had been directed to San Diego yet needed to travel to San Francisco to pick up the ROV crew.
- k. Calling off the sonar search after just one day, increasing the chances the aircraft would not be found.
- l. Lying to Plaintiff in August that NTSB ordered Brin's team not to communicate with Plaintiff after the left wing of the aircraft and an engine were located.
- m. Failing to recover the left wing and engine for the NTSB investigation.

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

///

- 1 n. Stopping all communications with Plaintiff and refusing to continue to search
2 for the fuselage and human remains after the left wing and engine were found
3 in August.
- 4 o. Lying to Plaintiff in September that USCG had failed to provide location data
5 to assist search and recovery efforts.
- 6 p. Depriving Plaintiff of her statutory right to bury her husband for the sole
7 purpose of protecting himself against answering for the pilot's death.
- 8 q. Callously disregarding Plaintiff's pleas over a period of eight (8) months to
9 keep his promise to recover her husband's remains, when Brin has the
10 resources and capacity (although not the will) to keep that promise.
- 11 r. Deciding that it was better to let his pilots and friends never receive a formal
12 burial than get caught having an illegal fuel ferry system on board his \$8
13 million aircraft.

14 133. Defendants' outrageous conduct caused Plaintiff extreme emotional distress as
15 follows:

- 16 a. Plaintiff believed Brin would recover her husband's remains based on the
17 public statement by his spokesperson that he would.
- 18 b. Brin and his agents affirmatively took actions to give the false impression that
19 they would work to recover the aircraft and human remains, such as hiring a
20 search vessel and sending Plaintiff a link so she could monitor the vessel's
21 location 24/7.
- 22 c. Brin is the seventh richest person in the world, so Plaintiff's reliance on his
23 public promise was well-founded.
- 24 d. Plaintiff's husband had been Brin's pilot for years, so Plaintiff reasonably
25 believed that Brin cared about the recovery of her husband's remains.
- 26 e. Plaintiff expected search and recovery efforts to begin immediately due to the
27 urgency of locating the aircraft. Yet, Plaintiff suffered needlessly for twenty-
28

1 four (24) days immediately following the crash because Brin's agents lied to
2 her, saying NOAA would not authorize a search of the area.

3 f. When Plaintiff learned that NOAA had not prevented the recovery efforts, she
4 was devastated. Twenty-four days had passed during the crucial search period
5 right after the crash all because of Brin's agent's lie.

6 g. Instead of coming clean about the decision not to recover the aircraft, Brin's
7 agents kept up a façade of pretending to want to locate the aircraft, while
8 working against it, knowing Plaintiff was suffering.

9 h. Each time a search was scheduled, Plaintiff was given hope.

10 i. Plaintiff then anxiously watched the link Brin's agents provided her 24/7 to see
11 where the search vessel was located and how far away it was from the search
12 site.

13 j. Waiting and watching, Plaintiff could not eat or sleep. All she could think
14 about was her husband at the bottom of the sea.

15 k. Each time the search vessel arrived at the search site, Plaintiff prayed and
16 begged God that her husband would be found.

17 l. Yet, as soon as she started to feel hopeful, the search was soon canceled
18 leaving Plaintiff devastated and in shock. The weather forecast was fine. Why
19 did they leave so soon?

20 m. This "hopes up", "24/7 search watch", "devastated" cycle occurred not once,
21 not twice, but three times.

22 n. The emotional roller coast caused such mental anguish that Plaintiff is now
23 being treated for anxiety, depression, and sleeplessness.

24 o. A pilot herself, Plaintiff knows that the aircraft should have and could have
25 been recovered right away.

26 p. Living with the pain that one of the richest people in the world actively worked
27 against the recovery of her husband's remains (who was his personal pilot and
28 friend) and repeatedly lied about it, is unbearable.

1 q. Knowing that her husband will never be given a religious ceremony or buried
2 with military honors as a United States Navy pilot is gut wrenching.



10
11 134. Defendants subjected Plaintiff to their wrongful conduct and misrepresentations,
12 depriving her of rights described herein, knowingly, maliciously, and with conscious and reckless
13 disregard for whether the rights and well-being of Plaintiff and others would be violated by their
14 acts and/or omissions. Plaintiff alleges and contends that the above-alleged conduct constitutes
15 oppression, fraud, and malice, and a conscious disregard of the rights and safety of others under
16 California Civil Code §3294, such that Plaintiff is entitled to punitive damages.
17

18 **SECOND CAUSE OF ACTION**

19 **WRONGFUL DEATH**

20 *(Negligence against All Defendants)*

21 135. Plaintiff incorporates by reference each and every prior and subsequent allegation
22 as though fully set forth herein.

23 **Defendant Owner and Operators Airworthiness Violations**

24 136. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 Defendants Brin, Bayshore, Google and Does 1 through 20 are owners and operators
26 (collectively, “Owners and Operators”)—as the terms are used in FAA regulations governing the
27 airworthiness of aircraft—of the Viking Air Ltd. DHC-6 Twin Otter Series 400—N153QS, that
28 crashed off of Half Moon Bay on May 20, 2023.

1 137. Owners and Operators had a legal duty to the decedent to operate and maintain an
2 airworthy aircraft.

3 138. Owners and Operators operated the May 20, 2023, ferry-flight with an aircraft that
4 was in unairworthy condition due to the unauthorized and illegal installation of the ferry fuel
5 system on board in violation of 14 C.F.R. § 91.407(a)(2).

6 139. Owners and Operators authorized and paid for the subject aircraft to be fitted and
7 then re-fitted with a ferry fuel system without the required STC in violation of 14 C.F.R. § 21.97.

8 140. Owners and Operators further failed to apply for or obtain a Special Flight (Ferry)
9 Permit for the May 20, 2023, ferry flight as required by 14 C.F.R. § 21.97.

10 141. The above-described FAA airworthiness violations committed by Owners and
11 Operators directly and proximately caused decedent LANCE MACLEAN's death.

12 142. The death of decedent LANCE MACLEAN resulted from a failure of the illegal
13 ferry-fuel system.

14 143. The failure of the illegally-installed system caused the aircraft to run out of fuel
15 and crash into the sea.

16 144. The FAA's airworthiness regulations cited above are designed to protect against
17 failures and crashes caused by illegally-installed auxiliary fuel systems aboard unairworthy
18 aircraft.

19 145. Decedent LANCE MACLEAN was a pilot aboard the unairworthy aircraft when it
20 crashed. Pilots are within the class of persons whom the FAA's airworthiness regulations are
21 designed to protect.

22 146. But for Owners' and Operators' operating an illegal ferry-fuel flight, the May 20,
23 2023 crash that killed the two pilots on board would not have occurred.

24 **Defendants' Alteration Violations**

25 147. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 Defendants Brin, Neale, Bayshore, Google, Seafly, and Southern Cross illegally altered the
27 Viking Air Ltd. DHC-6 Twin Otter Series 400—N153QS, that crashed off of Half Moon Bay on
28 May 20, 2023.

1 148. All Defendants had a legal duty to decedent LANCE MACLEAN to maintain the
2 airworthiness of the subject aircraft.

3 149. All Defendants had a legal duty to decedent LANCE MACLEAN not to alter the
4 subject aircraft so as to render it unairworthy.

5 150. All Defendants purchased and/or installed the illegal ferry fuel system without an
6 STC.

7 151. All Defendants contracted and paid for all arrangements for the May 20, 2023,
8 flight to include test flights, fuel and fuel tips, permits, but failed to file a flight plan as required
9 by 14 C.F.R. § 121.667.

10 152. All Defendants instructed that the tracking (GPS) system for the trans-Pacific
11 flight be disengaged.

12 153. All Defendants paid for and procured all maintenance for the subject aircraft
13 during the relevant time period.

14 154. Defendants' agent, Seafly mechanic James Kitti ("Kitti"), illegally altered the
15 aircraft for the May 20, 2023, ferry flight by installing fuel bladders, valves, electric pumps,
16 hoses, and straps, without following required procedures or recording the alterations made.

17 155. Kitti installed the illegal ferry fuel system "from memory" without referring to a
18 checklist and then he air-leak checked the fuel bladders.

19 156. Kitti made no entry in the logbook regarding the ferry fuel installation, nor did he
20 fill out or sign the required FAA Form 337.

21 157. Kitti did not log on a form as required: a description of the work performed; the
22 date of completion; the name of the person performing the work; whether the work was
23 performed satisfactorily; the kind of certificate held by him; the certificate number; or sign the
24 form. *See* 14 C.F.R. §§ 43.9(a), (d); 43.15(a)(1); 43.5. FAR 91.405(b).

25 158. The illegal alterations made to the subject aircraft directly and proximately caused
26 decedent LANCE MACLEAN's death.

27

28

1 **FOURTH CAUSE OF ACTION**

2 ***(Mandatory Injunction as to Sergey Brin,***

3 ***Bayshore Global Management LLC, and Google LLC)***

4 176. Plaintiff incorporates by reference each and every prior and subsequent allegation
5 as though fully set forth herein.

6 177. Plaintiff seeks a mandatory injunction requiring Defendants Brin, Bayshore, and
7 Google to search for and recover Plaintiff's husband's remains as promised, which, but for Brin's
8 agents' obfuscation and delay, would be safely recovered and at rest today.

9 178. There is no remedy at law that will provide an adequate remedy as long as
10 Plaintiff's husband remains "buried at sea" when his remains can and should be recovered for a
11 proper Christian burial with military honors (which is possible still today).

12 179. The human remains now rest in the Greater Farallones National Marine Sanctuary
13 within the territorial sea of the State of California and the United States.

14 180. Given the allegations set forth above based in large part by the FAA's and NTSB's
15 investigation and Defendants' own admissions and communications with Plaintiff and other
16 governmental agencies, there is a high likelihood that Plaintiff will prevail on the merits in this
17 action for Tortious Interference with a Dead Body, Wrongful Death, (Negligence), Survival,
18 Products Liability, and Conversion.

19 181. The harm to Defendants Brin, Bayshore, and Google in doing what they promised
20 to do (which may cost more now because of their choices to delay search and recovery efforts)
21 cannot compare to Plaintiff's harm were her beloved husband never to be recovered.

22 182. If the Court were to fail to order Defendants Brin, Bayshore, and Google to recover
23 the aircraft fuselage wreckage and decedent's remains, Plaintiff will not be the only person
24 aggrieved.

25 183. The unrecovered fuselage scuttled ~ **10,000 pounds** of jet fuel in the Greater
26 Farallones National Marine Sanctuary, threatening the sanctuary's delicate ecosystem as well as
27 endangered marine species and a host of other species and organisms that the State of California
28 has sought to protect.

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

(\$50,000), according to proof and in accordance with California *Code of Civil Procedure*;


- 4. Loss of inheritance;
- 5. Loss of net accumulations;
- 6. Property damage;
- 7. Damages for conversion, according to proof;
- 8. Survival damages according to proof
- 9. Prejudgment interest, according to proof and in accordance with California *Code of Civil Procedure*;
- 10. Costs of suit incurred herein;
- 11. Punitive or exemplary damages, according to proof and in accordance with California *Code of Civil Procedure*;
- 12. Such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.


Dated: February 13, 2024

ENGSTROM, LIPSCOMB & LACK

By 
 WALTER J. LACK
 ELIZABETH L. CROOKE
 STEVEN J. LIPSCOMB
 Attorneys for Plaintiff

Dated: February 13, 2024

PODHURST ORSECK, P.A.

By 
 STEVEN C. MARKS
 KRISTINA M. INFANTE
 PABLO ROJAS
 Attorneys for Plaintiff