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12 13		
13 14	SUPERIOR COURT OF THE	E STATE OF CALIFORNIA
15	COUNTY OF SA	ANTA CLARA
16	MARIA MAGDALENA OLARTE,	Case No.: 24CV430717
17	individually and as personal representative of	FIRST AMENDED COMPLAINT FOR
18	the Estate of LANCE MACLEAN, deceased,	DAMAGES FOR
19	Plaintiffs,	1. TORTIOUS INTERFERENCE WITH A DEAD BODY
20	vs.	2. WRONGFUL DEATH AND SURVIVAL NEGLIGENCE
21	THEODORE M. NEALE, a California resident	3. PRODUCTS LIABILITY 4. CONVERSION
22	and citizen, SERGEY BRIN, a California citizen, BAYSHORE GLOBAL	5. INJUNCTION
23	MANAGEMENT LLC, a California limited liability company, GOOGLE LLC, a California	DEMAND FOR JURY TRIAL
24	limited liability company, SEAFLY LLC, a California limited liability company,	
25	SOUTHERN CROSS AVIATION INC., and	
26 27	DOES 1 to 50, inclusive,	
27 28	Defendants.	Complaint Filed: February 8, 2024
20		/ _
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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.
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24	And the second sec
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Brin, through Defendant Southern Cross Aviation Inc. ("Southern Cross"),
 contracted with both pilots to ferry his \$8 million aircraft from California to Fiji so Brin could
 treat his private guests to some island hopping.



7. Brin is known for hosting the rich and famous for parties at locations around the



8. Brin and his island-hopping guests were transported to Fiji in Brin's \$15 million
 767-200 widebody airliner—just one of his extensive fleet of aircraft.

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10 Southern Cross not only contracted the ferry-flight pilots for Brin, but Southern 9. 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 a	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 t	he long flight from California to Hawaii. Without the fuel bladders, the subject
6	aircraft woul	d 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 sig	n the required FAA Form 337.
14	17.	Kitti did not log on a form as required under FAA maintenance and alterations
15	regulations: a	a description of the work performed; the date of completion; the name of the person
16	performing the	he work; whether the work was performed satisfactorily; the kind of certificate held
17	by him; the c	vertificate 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 Bring, Bayshore, and Google contracted with Southern Cross to
20	provide the f	uel 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	approximate	y ten thousand (10,000) pounds of jet fuel were loaded into the ferry tanks of the
23	subject aircra	aft.
24	20.	Defendants Brin, Bayshore, Google, and Seafly did not file a Special Permit for the
25	ferry flight. S	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 wi	th a ferry fuel system malfunction. Fuel was not transferring from the fuel bladders
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into the main fuel tanks, starving the aircraft of fuel.

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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.

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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.
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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 sig	nal was lost two minutes later.
5	31.	At 2:05 p.m., USCG dispatched a Dolphin helicopter from the San Francisco
6	Internationa	al Airport.
7	32.	The chopper arrived at the crash site ten minutes later and found the subject
8	aircraft ups	ide-down floating in the water.
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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 wi	thin the Greater Farallones National Marine Sanctuary—home to sea otters, elephant
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1 seals, rockfish, garibaldis, 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). 38. The United States and the State of California extensively co-manage the Greater 6 7 Farallones National Marine Sanctuary. See Ex. 1 at 29-31. 39. 8 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). 19 20 21 22 FEDER 23 24 25 26 Aircraft Beacon Location at 1816Z 22 May 27 28 41. At that time, the aircraft's pingers on board were active. 465664 FIRST AMENDED COMPLAINT

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. 44. From the outset of the crash, despite publicly assuring Plaintiff that her husband's 6 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 feet, Plaintiff begged Brin's agents for help to recover her husband's remains, which they assured 14 15 her would come soon. 47. 16 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 promised, Brin partied on in Fiji, knowing that his long-time pilots and friends lay at the bottom 26 27 of the ocean, having callously determined to keep them there. 28 ///

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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.		
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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 248 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 28<sup>th</sup>, 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 29<sup>th</sup>, 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 <u>sixty (60) days from the date of the crash</u>.

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.

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

- 66. Even in the face of Plaintiff's tearful pleading to recover her husband's remains,
  Brin and his agents made countless decisions that stalled and delayed the recovery, and then
  stalled and delayed it some more.
- 67. Insurance typically does not cover unairworthy planes let alone unairworthy
  aircraft installed without an STC and operating without an FAA Special (Ferry Flight) Permit.

68. To pacify Plaintiff and make her believe that Brin truly wanted to help her, Brin's
agents next represented to Plaintiff that they had retained a team of scientists to review aircraft
data, drift models, images and all data provided by NOAA. No drift models have been publicly
released or shared with Plaintiff. Nor is it clear how these data or models would substitute for
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 found25 something.
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a. Each time the search vessel reached the search site, Plaintiff prayed for success.

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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.	
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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	miliary 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 rer	nains.	
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, Plain	ntiff 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	o 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	o 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	d 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 an	nd being strung along by Brin and his agents through a pattern of mistruths and	
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1	1 needless delays, has resulted in Plaintiff's seeking medical treatment	for severe anxiety,	
2	2 depression, and sleeplessness.		
3	3 97. Brin could have done what was promised by his spoke	esperson. He did not, even in	
4	4 the face of the Plaintiff's pain, because he chose to let Plaintiff suffer	intense grief and anguish	
5	5 rather than face justice.		
6	6 PARTIES		
7	7 98. At all times material, Plaintiff MARIA MAGDALEN.	A OLARTE MACLEAN is a	
8	8 citizen of the United States and a resident of the State of Florida. Pla	intiff is the personal	
9	9 representative of the Estate of LANCE MACLEAN, deceased, and is	the appropriate	
10	10 representative survivor and beneficiary under applicable law.		
11	11 99. At all times material, Decedent LANCE MACLEAN	was a citizen of the United	
12	12 States and a resident of the State of Florida.		
13	13 100. At all times material Defendant THEODORE NEALE	is a United States citizen,	
14	14 and a citizen and resident of the State of California.	and a citizen and resident of the State of California.	
15	15 101. At all times material Defendant SERGEY BRIN is a U	United States citizen and	
16	16 citizen of the State of California.		
17	17 102. Defendant BAYSHORE GLOBAL MANAGEMENT	LLC is a California limited	
18	18 liability company with its principal place of business in Palo Alto, Ca	lifornia.	
19	19 103. Defendant GOOGLE LLC is a California limited liabi	lity company with its	
20	20 principal place of business in Mountain View, California.		
21	21 104. Defendant SEAFLY LLC is a California limited liabil	ity company with its	
22	22 principal place of business in Palo Alto, California.		
23	23 105. Defendant SOUTHERN CROSS AVIATION, INC. is	an Oregon corporation with	
24	24 its principal place of business in Florida.		
25	25 106. Defendants DOES 1 to 50 are individuals and entities	who are also liable for	
26	26 Plaintiff's injuries but whose identities are not known at this time. A	s soon as the DOES are	
27	27 didentified, Plaintiff will amend the complaint to assert the appropriate	e claims against them.	
28	28 ///		
	15		

1	107.	This Court has jurisdiction over this matter pursuant to California Code of Civil	
2	<i>Procedure</i> §§ 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 re	sident.	
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	MANAGEM	ENT LLC as a California limited liability company.	
10	111.	This Court has personal jurisdiction over GOOGLE LLC as a California limited	
11	liability comp	pany.	
12	112.	This Court has personal jurisdiction over SEAFLY LLC as a California limited	
13	liability comp	pany.	
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 St	ates 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 C	County, Florida.	
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1	121. A substantial portion of the events, acts, or omissions giving rise to this action	
2	occurred in Santa Clara County.	
3	122. Documents pertaining to individuals with knowledge regarding the search and	
4	recovery efforts for the subject aircraft are located in Santa Clara County.	
5	123. Individuals possessing knowledge about search and recovery decisions made abo	ut
6	the subject aircraft are located in Santa Clara County.	
7	124. Corporate records related to the subject aircraft's permits, ferry fuel system desig	,n,
8	installation and alterations, as well as flight plans, records related to other ferry flights, contracts	\$
9	between the Defendants, inspection, maintenance, use of the aircraft and for what purposes are	
10	located in Santa Clara County.	
11	125. The recovered fuel bladder is believed to be in NTSB custody.	
12	126. The NTSB investigation into the crash is being conducted out of the agency's	
13	western pacific region.	
14	127. The FAA investigation is being conducted out of the Oakland FSDO in Alameda,	,
15	California.	
16	FIRST CAUSE OF ACTION	
17	TORTIOUS INTERFERENCE WITH A DEAD BODY	
18	(Against Defendants Sergey Brin, Bayshore Global Management LLC and Does 1 - 10)	
19	128. Plaintiff incorporates by reference each and every prior and subsequent allegation	1
20	as though fully set forth herein.	
21	129. Plaintiff is informed and believes, and thereon alleges, that at all times herein	
22	Defendants Brin and Does 1 through 10 engaged in a course of conduct designed to make Plaint	iff
23	believe that Brin would recover her husband's remains, while secretly engaging in a plan to	
24	ensure that the aircraft wreckage would never be recovered, depriving Plaintiff of her legal right	
25	to lay her husband to rest. See Cal. Health & Safety Code § 7100(a)(2).	
26	130. Defendants Brin and Does 1 through 10 engaged in this scheme in reckless	
27	disregard of Plaintiff's extreme emotional and mental distress over the thought of her husband's	
28	body being at the bottom of the ocean after Brin promised, but never intended, to recover it.	
	465664 17 FIRST AMENDED COMPLAINT	
	FINGT AWENDED COWIFLAINT	

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



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

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FIRST AMENDED COMPLAINT

1		c. Assuring Plaintiff that the aircraft would be recovered which deprived Plaintiff
2		of pursuing the recovery through other means at a time when the aircraft's
3		pingers were still active.
4		d. Intentionally delaying any search and recovery efforts until one month after the
5		crash based on the lie that NOAA was in the way.
6		e. Providing Plaintiff with a link to watch the search vessel's movements on June
7		25, knowing full well that the search would be called off the very next day—
8		inflicting greater pain on Plaintiff.
9		f. Purposefully directing the search vessel to a port two days' sail away from the
10		search site on June 26, intentionally preventing search and recovery efforts to
11		take place in June at the time when the subject aircraft's pingers could still help
12		locate the aircraft.
13		g. Delaying any meaningful search until the end of July in full knowledge that the
14		pingers onboard had limited battery life.
15		h. Failing to engage the Titan recovery team which team was at the ready to assist
16		throughout.
17		i. Making Plaintiff wait until the end of July—sixty (60) excruciating days—
18		before planning an underwater sonar search for the wreckage.
19		j. Delaying the sonar search by three (3) days because the search vessel had been
20		directed to San Diego yet needed to travel to San Francisco to pick up the ROV
21		crew.
22		k. Calling off the sonar search after just one day, increasing the chances the
23		aircraft would not be found.
24		1. Lying to Plaintiff in August that NTSB ordered Brin's team not to
25		communicate with Plaintiff after the left wing of the aircraft and an engine
26		were located.
27		m. Failing to recover the left wing and engine for the NTSB investigation.
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		FIRST AMENDED COMPLAINT

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		
	465664	20 EIDET AMENDED COMPLAINT
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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		1. 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.
	465664	21 EIDCT AMENDED COMPLAINT
		FIRST AMENDED COMPLAINT

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



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

17	California Civil Code §3294, such that Plaintiff is entitled to punitive damages.
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	<b>Defendant Owner and Operators Airworthiness Violations</b>
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. Ov	wners and Operators had a legal duty to the decedent to operate and maintain an	
2	airworthy aircraft.		
3	138. Ov	wners and Operators operated the May 20, 2023, ferry-flight with an aircraft that	
4	was in unairworth	hy 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. Ov	wners and Operators authorized and paid for the subject aircraft to be fitted and	
7	then re-fitted with	h a ferry fuel system without the required STC in violation of 14 C.F.R. § 21.97.	
8	140. Ov	wners and Operators further failed to apply for or obtain a Special Flight (Ferry)	
9	Permit for the Ma	ay 20, 2023, ferry flight as required by 14 C.F.R. § 21.97.	
10	141. Th	ne above-described FAA airworthiness violations committed by Owners and	
11	Operators directly	y and proximately caused decedent LANCE MACLEAN's death.	
12	142. Th	ne death of decedent LANCE MACLEAN resulted from a failure of the illegal	
13	ferry-fuel system		
14	143. Th	ne failure of the illegally-installed system caused the aircraft to run out of fuel	
15	and crash into the	e sea.	
16	144. Th	ne 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. De	ecedent 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. Bı	ut for Owners' and Operators' operating an illegal ferry-fuel flight, the May 20,	
23	2023 crash that k	illed the two pilots on board would not have occurred.	
24	<b>Defendants' Alteration Violations</b>		
25	147. Pl	aintiff 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. I	DHC-6 Twin Otter Series 400—N153QS, that crashed off of Half Moon Bay on	
28	May 20, 2023.		
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	11	FIRST AMENDED COMPLAINT	

1	148. A	All Defendants had a legal duty to decedent LANCE MACLEAN to maintain the	
2	airworthiness of the subject aircraft.		
3	149. <i>A</i>	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. A	All Defendants purchased and/or installed the illegal ferry fuel system without an	
6	STC.		
7	151. A	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. § 1	121.667.	
10	152. A	All Defendants instructed that the tracking (GPS) system for the trans-Pacific	
11	flight be disenge	aged.	
12	153. A	All Defendants paid for and procured all maintenance for the subject aircraft	
13	during the relev	ant time period.	
14	154. I	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 strap	s, without following required procedures or recording the alterations made.	
17	155. F	Kitti installed the illegal ferry fuel system "from memory" without referring to a	
18	checklist and the	en he air-leak checked the fuel bladders.	
19	156. F	Kitti made no entry in the logbook regarding the ferry fuel installation, nor did he	
20	fill out or sign the	he required FAA Form 337.	
21	157. F	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. 7	The illegal alterations made to the subject aircraft directly and proximately caused	
26	decedent LANC	CE MACLEAN's death.	
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	465664 24 FIRST AMENDED COMPLAINT		
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1	159. The death of decedent LANCE MACLEAN resulted from the failure of the		
2	illegally installed ferry-fuel system. That system failed to transfer fuel from the fuel bladders to		
3	the main tanks, starving the aircraft of fuel and sending it plummeting into the sea.		
4	160. The FAA's maintenance and alterations regulations cited above are designed to		
5	protect against crashes caused by illegally-altered aircraft.		
6	161. Decedent LANCE MACLEAN was a pilot aboard the illegally-altered aircraft		
7	when it crashed into the ocean. Pilots are within the class of persons whom the FAA's		
8	maintenance and alteration regulations are designed to protect.		
9	162. But for All Defendants' illegal alteration of the subject aircraft, the May 20, 2023		
10	crash that killed the two pilots would not have occurred.		
11	THIRD CAUSE OF ACTION		
12	SURVIVAL		
13	(Against all Defendants)		
14	163. Plaintiff incorporates by reference each and every prior and subsequent allegation		
15	as though fully set forth herein.		
16	164. As a direct consequence and result of the crash and the matters herein alleged,		
17	decedent LANCE MACLEAN was killed after having suffered one-and-a-half hours of		
18	desperation trying to make it back to shore before the aircraft ran out of fuel.		
19	165. Decedent LANCE MACLEAN saw the California coastline within reach, but		
20	Defendants' illegally-installed ferry fuel system failed to deliver enough fuel to make it the last		
21	nautical miles even with ~10,000 pounds of jet fuel loaded in the fuel bladders.		
22	166. Decedent LANCE MACLEAN fell from 3,900 ft., free fall, reporting "Dead Stick"		
23	as he hoped to survive impact.		
24	167. Without any control over the aircraft, it flipped on its head, submerging the cockpit		
25	with LANCE MACLEAN and his co-pilot strapped to their seats.		
26	168. Decedent LANCE MACLEAN died as a result of the crash which would not have		
27	occurred but for Defendants' actions.		
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	465664 25 FIRST AMENDED COMPLAINT		
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1 169. Decedent LANCE MACLEAN was an experienced ferry pilot and a former Naval
 2 aviator. He could have successfully completed the ferry flight had Defendants not violated a host
 3 of FAA regulations designed to protect against such crashes.

4 170. Now decedent LANCE MACLEAN lies at the bottom of the ocean without a
5 proper burial because the aircraft he was flying contains secrets Defendants want hidden forever.

171. As a result of the foregoing, Plaintiff, as the personal representative of LANCE
MACLEAN, hereby asserts survival claims on behalf of him, pursuant to California *Code of Civil Procedure* §§ 377.20, 377.30, *et seq.*, and based upon all other applicable statutes and case law
and succeed to causes of action that might have been brought by LANCE MACLEAN, deceased.

10 172. On or about May 20, 2023, as a direct result of the intentional and negligent
11 conduct of the above-named Defendants, and each of them, LANCE MACLEAN suffered losses
12 and damages to his property and to his estate, in an amount which will be stated according to
13 proof pursuant to California *Code of Civil Procedure* § 425.10, which amount is in excess of the
14 jurisdictional limits.

15 173. On or about May 20, 2023, as a direct result of the intentional and negligent
16 conduct of the above-named Defendants, and each of them, LANCE MACLEAN suffered intense
17 pain and suffering. *Code of Civil Procedure* § 377.34(b).

18 174. Defendants subjected LANCE MACLEAN to their wrongful conduct and
19 misrepresentations, depriving him of rights described herein, knowingly, maliciously, and with
20 conscious and reckless disregard for whether his rights and well-being would be violated by their
21 acts and/or omissions. Plaintiff alleges and contends that the above-alleged conduct constitutes
22 oppression, fraud, and malice, and a conscious disregard of the rights and safety of others under
23 California Civil Code §3294, such that Plaintiff is entitled to punitive damages.

24

175. Plaintiff has therefore been damaged in amounts to be proven at trial.

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1	FOURTH CAUSE OF ACTION		
2	(Mandatory Injunction as to Sergey Brin,		
3	<b>Bayshore Global Management LLC, and Google LLC)</b>		
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.		
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1	184. This Court must act to protect both Plaintiff, the Sanctuary, and the citizens of		
2	California by way of the requested injunction.		
3	185. It is in Plaintiff's and the public's interest to order Defendants Brin, Bayshore, and		
4	Google to recover the aircraft wreckage, the fuel bladders, and the human remains now lying at		
5	the bottom of the Greater Farallones National Marine Sanctuary.		
6	FIFTH CAUSE OF ACTION		
7	(Products Liability—Illegal Alteration as to All Defendants)		
8	186. Plaintiff incorporates by reference each and every prior and subsequent allegation		
9	as though fully set forth herein.		
10	187. Defendants Brin, Neale, Bayshore, Google, Seafly, and Southern Cross operated		
11	and altered the subject aircraft by purchasing and installing an illegal ferry-fuel system; thereby,		
12	rendering the subject aircraft unairworthy.		
13	188. Defendants operated, purchased, and installed the illegal ferry fuel system on the		
14	subject aircraft in violation of FAA regulations governing such operations and alterations.		
15	189. Defendants' failure to abide by FAA regulations and their failure to obtain the		
16	required authorizations, certificates, and permits to operate and alter the subject aircraft was the		
17	direct and proximate cause of the May 20, 2023, crash that killed the two pilots on board.		
18	190. No STC was approved for the ferry fuel system. No Special (Ferry) Permit was		
19	filed for the doomed flight.		
20	191. Without obtaining the required certificates, inspections, permits, and		
21	authorizations, all Defendants installed the ferry-fuel system anyway.		
22	192. All Defendants directed and contracted for the May 20, 2023 ferry flight anyway,		
23	knowing that the unauthorized and illegally installed auxiliary fuel system was on board and that		
24	decedent LANCE MACLEAN would be the pilot for the flight.		
25	193. But for Defendants' numerous violations of FAA regulations governing the		
26	operation and installation of ferry-fuel systems, the subject aircraft would not have run out of fuel		
27	several hours into the flight.		
28			

1	194. Defendants' intentional and illegal operation and alteration of the subject aircraft			
2	rendered the subject aircraft unairworthy, causing the death of decedent LANCE MACLEAN.			
3	SIXTH CAUSE OF ACTION			
4	(Conversion as to Sergey Brin,			
5	Bayshore Global Management LLC, Google LLC and Does 1 through 50)			
6	195. Plaintiff incorporates by reference each and every prior and subsequent allegation			
7	as though fully set forth herein.			
8	196. Defendants Brin, Bayshore, Google and Does 1 through 50 had a legal duty to			
9	recover the subject aircraft and the human remains of both pilots. See The Wreck Act, 14 U.S.C. §			
10	86; see also 33 U.S.C. § 409.			
11	197. On board the subject aircraft were the human remains and personal belongings and			
12	effects of decedent LANCE MACLEAN.			
13	198. Plaintiff has a legal right to lay her husband LANCE MACLEAN's body to rest.			
14	See Cal. Health & Safety Code § 7100(a)(2).			
15	199. Decedent LANCE MACLEAN's personal effects now belong to Plaintiff-his			
16	surviving spouse and personal representative.			
17	200. Defendants' decision not to recover the aircraft and the human remains of decedent			
18	LANCE MACLEAN has substantially interfered with Plaintiff's quasi property rights in the			
19	remains of her husband and her personal property rights in her husband's personal belongings,			
20	depriving her of lawful right to exercise control over them.			
21	201. Among the personal property items Defendants Brin, Bayshore, and Google have			
22	wrongfully withheld from Plaintiff include, among other items, LANCE MACLEAN's wedding			
23	ring and other jewelry, name placard, watch, wallet, sunglasses, flight uniform and other clothing.			
24	202. Defendants have intentionally prevented Plaintiff from having access to her			
25	husband's remains and personal property by refusing to recover the aircraft fuselage and the			
26	bodies of the pilots as promised.			
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203. Defendants have also essentially destroyed Plaintiff's quasi and personal property
 by burying them at sea after Plaintiff demanded they be recovered, which Defendants said they
 would do.

4 204. Plaintiff has consistently fought Defendants' refusal to recover and return her
5 husband's remains and his personal property to no avail.

205. As detailed above, Plaintiff never consented to the burial of her husband and his
personal effects at sea. Plaintiff repeatedly begged Defendants to recover the aircraft wreckage
that contains her deceased husband's body and his personal effects.

9 206. Defendants' decision not to return Plaintiff's property after she demanded its
10 return caused Plaintiff the loss of her right to bury her husband and the loss of possession of
11 decedent's personal items of monetary, unique, and sentimental value.

12 207. Had Defendants kept their promise to recover the aircraft, Plaintiff would not have
13 suffered the loss of her right to lay her husband to rest, nor would she have lost her right to
14 control her late husband's personal belongings and effects which were on board the doomed
15 flight.

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## **PRAYER FOR DAMAGES**

WHEREFORE, Plaintiff requests that the Court enter judgment in her favor and against
Defendants, and seeks recovery for all damages that are, or may be, recoverable under applicable
law, including, but not limited to:

- Severe emotional distress, in an amount in excess of Fifty Thousand Dollars
   (\$50,000), according to proof and in accordance with California *Code of Civil Procedure;*
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  2. Economic damages for past and future loss of financial support, in an amount in
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- 3. General damages including but not limited to loss of love, society, comfort,
  companionship and support, in an amount in excess of Fifty Thousand Dollars

1	(\$50,000), according to proof and in accordance with California Code of Civil		
2	Procedure;		
3	4. Loss of inheritance;		
4	5. Loss of net accumulations;		
5	6. Property damage;		
6	7. Damages for conversion, according to proof;		
7	8. Survival damages according to proof		
8	9. Prejudgment interest, according to proof and in accordance with California Code of	f	
9	Civil Procedure;		
10	10. Costs of suit incurred herein;		
11	11. Punitive or exemplary damages, according to proof and in accordance with Califor	nia	
12	Code of Civil Procedure;		
13	12. Such other and further relief as the Court may deem just and proper.		
14			
15	DEMAND FOR JURY TRIAL		
16	Plaintiff hereby demands a trial by jury on all issues so triable.		
17			
18	Dated: February 13, 2024 ENGSTROM, LIPSCOMB & LACK		
19	MILI		
20	By WALTER J. LACK		
21	ELIZABETH L. CROOKE STEVEN J. LIPSCOMB		
22	Attorneys for Plaintiff		
23	Dated: February 13, 2024 PODHURST ORSECK, P.A.		
24	Aller		
25	By <u>STEVEN C. MARKS</u>		
26	KRISTINA M. INFANTE PABLO ROJAS		
27	Attorneys for Plaintiff		
28			
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