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Superior Court Of California  
County Of Los Angeles

SEP 08 2014

Sherri R. Carter, Executive Officer/Clerk  
By: Judi Lara, Deputy

5 Attorneys for Plaintiffs, *COLETTE CARPENTER,*  
*JON TERNSTROM, MARIA TERNSTROM,*  
6 *CAMERON WITZLER, and MICHELLE WITZLER*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

CASE NO.: **BC 5 5 6 9 0 9**

11 COLETTE CARPENTER, individually and as )  
Administrator of the Estate of CLAYTON O. )  
12 CARPENTER, deceased; JON TERNSTROM, an )  
individual; MARIA TERNSTROM, an )  
13 individual; CAMERON WITZLER, an )  
individual; and MICHELLE WITZLER, an )  
14 individual, )

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**

15 **Plaintiffs,** )

16 vs. )

17 SIKORSKY AIRCRAFT CORPORATION, a )  
Delaware corporation; SIKORSKY SUPPORT )  
18 SERVICES, INC. dba SIKORSKY )  
AEROSPACE MAINTENANCE, a Delaware )  
19 corporation; PROTOTYPE ENGINEERING )  
AND MANUFACTURING, INC., a California )  
20 corporation; CUBIC DEFENSE )  
APPLICATIONS, INC., a California corporation; )  
21 BAE SYSTEMS, INC, a Delaware corporation; )  
BAE SYSTEMS SIMULA, INC., an Arizona )  
22 corporation; BAE SYSTEMS AEROSPACE & )  
DEFENSE GROUP, INC., an Arizona )  
23 corporation; and DOES 1-100, inclusive, )

24 **Defendants,** )

25 PAUL CARPENTER, an individual; and ROES )  
1-10, inclusive, )

26 **Nominal Defendants.** )  
27  
28

1 COMES NOW the Plaintiffs COLETTE CARPENTER, individually and as Administrator of  
2 the Estate of CLAYTON O. CARPENTER, deceased, JON TERNSTROM, MARIA TERNSTROM,  
3 CAMERON WITZLER, and MICHELLE WITZLER (hereinafter the "Plaintiffs") and for causes of  
4 action against the Defendants identified herein, and each of them, alleges:

5 **PARTIES**

6 1. On January 15, 2014, Captain Clayton O. Carpenter (posthumously promoted to the  
7 rank of Major) (hereinafter "CAPTAIN CARPENTER" and "Deceased") was on active duty in the  
8 U.S. Army and was the co-pilot of the subject MH-60M Blackhawk helicopter, Tail Number 05-20005  
9 (hereinafter "05-20005") at the time of the crash. CAPTAIN CARPENTER died when the aircraft he  
10 was piloting experienced a mechanical failure, entered into an uncontrollable spin, lost altitude, and  
11 crashed.

12 2. Plaintiff COLETTE CARPENTER is the duly appointed and acting Administrator of  
13 the Estate of Clayton O. Carpenter, deceased, and she brings this action in her individual capacity as  
14 the surviving mother of CAPTAIN CARPENTER, in her representative capacity for the Estate of  
15 Clayton Carpenter, and for the use and benefit of all persons entitled to recover for the death of  
16 CAPTAIN CARPENTER, deceased. The Estate of Clayton Carpenter is organized and existing  
17 according to the law of the State of Georgia, and is being administered (Estate No. C-7059) in  
18 Chatham County Probate Court, Georgia.

19 3. Plaintiff COLETTE CARPENTER is the duly appointed Special Administrator in the  
20 ancillary estate that was opened in the Los Angeles Superior Court, Central District (Case No.  
21 BP155341). Letters of Special Administration were issued on September 4, 2014.

22 4. Plaintiff JON TERNSTROM (hereinafter "TERNSTROM") was on active duty in the  
23 U.S. Army and was acting as pilot-in-command of 05-20005 at the time of the crash. At all relevant  
24 times herein, TERNSTROM was and is domiciled in the State of California.

25 5. At all relevant times alleged herein, Plaintiff MARIA TERNSTROM was and is the  
26 wife of JON TERNSTROM.

27 6. Plaintiff CAMERON WITZLER (hereinafter "WITZLER") was on active duty in the  
28 U.S. Army and was acting as the Crew Chief onboard the 05-20005 at the time of the crash.

1           7.     At all relevant times alleged herein, Plaintiff MICHELLE WITZLER was and is the  
2 wife of CAMERON WITZLER.

3           8.     PAUL CARPENTER, the father of CAPTAIN CARPENTER, is identified as a  
4 Nominal Defendant herein because he may be an heir of CAPTAIN CARPENTER, deceased. Any  
5 other persons who claim, or may claim, to be beneficiaries, survivors and heirs of Plaintiffs' decedent  
6 under applicable law are hereby identified as ROES 1 through 10.

7           9.     At all relevant times herein, Defendant SIKORSKY AIRCRAFT CORPORATION  
8 (hereinafter "SIKORSKY") was and is a Delaware corporation with its principle place of business in  
9 Stratford, Connecticut. On information and belief, SIKORSKY was and is doing business in the State  
10 of California.

11          10.    At all relevant times herein, Defendant SIKORSKY SUPPORT SERVICES, INC. (dba  
12 Sikorsky Aerospace Maintenance) (hereinafter "SIKORSY AEROSPACE") was and is a Delaware  
13 corporation registered with the California Secretary of State and was and is doing business in the City  
14 of Los Angeles, County of Los Angeles, and State of California.

15          11.    At all times relevant herein, Defendants SIKORSKY, SIKORSKY AEROSPACE, and  
16 DOES 1 through 10, inclusive (hereinafter collectively referred to as "SIKORSKY") among other  
17 things, designed, manufactured, tested, inspected, assembled, instructed, maintained, trained,  
18 distributed, advertised, marketed, warranted, and sold 05-20005 and/or its component parts.

19          12.    At all time relevant herein, Defendant PROTOTYPE ENGINEERING AND  
20 MANUFACTURING, INC. (hereinafter "PROTOTYPE") was and is a California corporation,  
21 registered and doing business in the City of Gardena, County of Los Angeles, and State of California.

22          13.    At all times relevant herein, Defendants PROTOTYPE and DOES 11 THROUGH 20,  
23 inclusive, (hereinafter collectively referred to as "PROTOTYPE") among other things, designed,  
24 manufactured, tested, inspected, assembled, instructed, maintained, trained, distributed, advertised,  
25 marketed, warranted, and sold 05-20005 and/or its component parts.

26          14.    At all relevant times herein, Defendant CUBIC DEFENSE APPLICATIONS, INC.  
27 (hereinafter "CUBIC") was and is a California corporation, registered and doing business in the City of  
28 San Diego, County of San Diego, and State of California.

1           15.     At all times relevant herein, Defendants CUBIC and DOES 21 THROUGH 30,  
2 inclusive, (hereinafter collectively referred to as "CUBIC") among other things, designed,  
3 manufactured, tested, inspected, assembled, instructed, maintained, trained, distributed, advertised,  
4 marketed, warranted, and sold 05-20005 and/or its component parts.

5           16.     At all relevant times herein, Defendant BAE Systems, Inc. (hereinafter "BAE INC")  
6 was and is a Delaware Corporation, registered with the California Secretary of State and doing  
7 business in Ontario, California.

8           17.     At all relevant times herein, Defendant BAE Systems Simula, Inc. (hereinafter  
9 "SIMULA") was and is an Arizona corporation, registered and doing business in the City of Phoenix,  
10 County of Maricopa, and State of Arizona. On information and belief, SIMULA was and is doing  
11 business in the State of California.

12           18.     At all relevant times herein, Defendant BAE Systems Aerospace & Defense Group, Inc.  
13 (hereinafter "BAE SYSTEMS") was and is an Arizona corporation, registered and doing business in  
14 the City of Phoenix, County of Maricopa, and State of Arizona. On information and belief, BAE  
15 Systems was and is doing business in the State of California.

16           19.     Defendants BAE INC, SIMULA, BAE SYSTEMS, and Does 31 through 40, inclusive,  
17 (hereinafter collectively referred to as "BAE") among other things, designed, manufactured, tested,  
18 inspected, assembled, maintained, trained, distributed, advertised, instructed, marketed, warranted, and  
19 sold 05-20005 and/or its component parts.

20           20.     Plaintiffs are informed and believe, and thereon allege that SIKORSKY, PROTOTYPE,  
21 CUBIC, BAE, and DOES 41 THROUGH 100, and each of them, participated in and were actively  
22 engaged in the development, design, manufacture, assembly, and maintenance of 05-20005 and its  
23 component parts, including, but not limited to, the Tail Rotor Pitch Change Assembly and its related  
24 systems and parts, each of the pilot seats and related systems and parts, the Emergency Locator  
25 Transmitter (hereinafter "ELT") and its related parts and systems, and other relevant components and  
26 systems installed thereon.

27           21.     Defendants SIKORSKY, PROTOTYPE, CUBIC, and DOES 31 THROUGH 100, and  
28 each of them, at all times herein, knew and intended that the MH-60M model helicopter, including, but

1 not limited to, 05-20005 and its component parts, were designed, manufactured, distributed,  
2 maintained, advertised, instructed, marketed, warranted, and sold and used by purchasers and users,  
3 including CAPTAIN CARPENTER, deceased, TERNSTROM, and WITZLER.

4 22. The true names and capacities, whether individual, corporate, associate or otherwise, of  
5 defendants DOES 1-100, inclusive, are unknown to Plaintiffs, who are therefore sued by those  
6 fictitious names pursuant to the provisions of California *Code of Civil Procedure* § 474. Plaintiffs are  
7 informed and believe, and thereon allege, that each of those defendants was in some manner legally  
8 responsible for the events and happenings alleged in this complaint and legally caused the injuries and  
9 damages alleged herein, and Plaintiffs will amend this complaint to show their true names and  
10 capacities when the same have been ascertained.

11 23. At all times herein mentioned, Defendants, and each of them, and their aggregates,  
12 associates, and partners, and each of them, were the agents, servants, employees, assignees, permissive  
13 users, successors in interest or joint venturers of each other, and were acting within the time, purpose,  
14 or scope of such agency or employment or permission; and all acts or omissions alleged herein of each  
15 such Defendant were authorized, adopted, approved, or ratified by each of the other Defendants.

#### 16 JURISDICTION AND VENUE

17 24. This Court has jurisdiction of this matter pursuant to California *Code of Civil Procedure*  
18 §§ 377.60 and 377.61 for damages in excess of TWENTY-FIVE THOUSAND AND NO/100  
19 DOLLARS (\$25,000.00), exclusive of interest, costs, and attorney fees arising from the injuries to, and  
20 wrongful death of CAPTAIN CARPENTER, and for injuries to COLETTE CARPENTER, JON  
21 TERNSTROM, MARIA TERNSTROM, CAMERON WITZLER, and MICHELLE WITZLER.

22 25. Venue in this Court is proper pursuant to California *Code of Civil Procedure* § 395(a) in  
23 that PROTOTYPE maintains its principal place of business in Los Angeles, County, California and  
24 because the helicopter crash occurred outside of Los Angeles County.

25 26. Plaintiffs are informed and believe, and based thereon allege, that a substantial part of  
26 the events or omissions giving rise to the claim, including, but not limited to the maintenance,  
27 assembly, design, instruction, testing, and inspection of 05-20005 and/or one or more of its component  
28 parts occurred in the County of Los Angeles, State of California. Defendants, and each of them, were,

1 at all times herein relevant, authorized to do business, and were doing business, in the County of Los  
2 Angeles, State of California.

3 27. The crash occurred wholly within Hunter Army Airfield which is located in Savannah,  
4 Georgia. Hunter Army Airfield is operated, controlled, maintained, and secured by the Federal  
5 Government, through the Department of the Army. Pursuant to 16 U.S.C. 457 this case will be  
6 governed by the substantive laws of Georgia.

7 **FIRST CAUSE OF ACTION**

8 ***STRICT PRODUCT LIABILITY***

9 *(By All Plaintiffs Against All Defendants)*

10 28. Plaintiffs incorporate by reference each and every prior and subsequent allegation as  
11 though fully set forth at this point.

12 29. At all relevant times, Defendants, and each of them, among other things, designed,  
13 manufactured, published manuals, assembled, inspected, tested, instructed, maintained, trained,  
14 warranted, distributed, and sold 05-20005 and its component parts.

15 30. At all relevant times, 05-20005 and its component parts were in substantially the same  
16 condition, including but not limited to, the tail rotor pitch change shaft and related systems and parts,  
17 the pilots seats and related systems and parts, and the ELT and related systems and parts, as each were  
18 when each left Defendants', and each of their, possession, except for normal wear and tear caused by  
19 defective manufacture, assembly, inspection, and/or design.

20 31. At all relevant times, 05-20005 and its components were used in a way that was  
21 reasonably foreseeable to Defendants, and each of them. The helicopter and its component parts'  
22 design, manufacture, assembly, and maintenance were each a substantial factor in causing 05-20005 to  
23 crash, causing the death of CAPTAIN CARPENTER, and causing the injuries to Plaintiffs, and each of  
24 them, as herein alleged.

25 32. At all relevant times, 05-20005 was defective in that, among other things, the tail rotor  
26 pitch change shaft and related systems and parts contained manufacturing and/or design, and/or  
27 maintenance, and/or assembly defects that caused mechanical failures during normal flight, resulting in  
28 the loss of control of the aircraft, the subsequent crash, and the death and injuries as herein alleged.

1 33. At all relevant times, 05-20005 was defective in that, among other things, the pilots'  
2 seats and related systems and parts contained manufacturing and/or design, and/or maintenance, and/or  
3 assembly defects that caused mechanical failures during normal flight, resulting in the loss of control  
4 of the aircraft, the subsequent crash, and the death and injuries as herein alleged.

5 34. At all relevant times, 05-20005 was defective in that, among other things, the ELT and  
6 related systems and parts contained manufacturing and/or design, and/or maintenance, and/or assembly  
7 defects that caused mechanical failures during the crash of 05-20005. The failure of the ELT to  
8 function caused a substantial delay in rescue efforts and delayed the treatment of Plaintiffs, causing the  
9 death of CAPTAIN CARPENTER and exacerbation of TERNSTROM and WITZLER's injuries.

10 35. By virtue of the foregoing defects and conditions in 05-20005 and its component parts,  
11 the risks associated with the design thereof outweigh its benefits taking into account the potential harm  
12 to the helicopter occupants, the likelihood that this harm would occur, the existence of several  
13 alternative designs at the time of the design and manufacture, and the cost of safer alternative designs.

14 36. Additionally, as manufactured, designed, assembled, instructed, maintained, distributed  
15 and sold, 05-20005, its tail rotor pitch change shaft and related systems and parts, the pilots seats and  
16 related systems and parts, and the ELT and related systems and parts, and other parts, were defective in  
17 that the helicopter suffered catastrophic mechanical failure and loss of control during normal flight  
18 operations, causing the aircraft not to perform as safely as an ordinary consumer would have expected  
19 it to on the occasion in question, and unreasonable delay in rescue and treatment of the injured crew.

20 37. 05-20005's failure to perform safely was a substantial factor in causing the death of  
21 CAPTAIN CARPENTER and damages to each Plaintiff as described herein, and as such, Defendants,  
22 and each of them, are strictly liable.

23 38. Defendants, and each of them, were and are charged with supplying the helicopters and  
24 related components for use in aircraft that meet generally accepted performance requirements as well  
25 as safety and reliability standards.

26 39. The design, manufacture, maintenance, and assembly of 05-20005 were and are  
27 defective and dangerous because the aircraft is not capable of safe flight throughout the entire  
28

1 operating envelope, for which it was supplied, does not meet generally accepted performance  
2 requirements, and does not meet required manufacturing and quality control standards.

3 40. The design, manufacture, maintenance, and assembly of 05-20005 were and are  
4 defective and dangerous because the aircraft is not crashworthy and, in the event of a malfunction and  
5 impact with terrain, the aircraft did not and does not provide for survivability of the pilots and other  
6 occupants of 05-20005.

7 41. Defendants, and each of them, have failed in their duties to ensure that the equipment  
8 that they design, manufacture, assemble, maintain, test, supply, and sell is airworthy and capable of  
9 safe flight, which it is not. But worse, Defendants have, through manufacturing and design flaws, and  
10 quality assurance failures, provided instead an unreliable, un-airworthy, and defectively manufactured  
11 helicopter, including its component parts, which resulted in death, injuries, and losses as herein  
12 alleged.

13 42. At the time of the crash, CLAYTON CARPENTER, held the rank of Captain in the  
14 U.S. Army, was Basic Mission Qualified, and was assigned to C Company, 3/160<sup>th</sup> Special Operations  
15 Aviation Regiment (A).

16 43. At the time of the crash, TERNSTROM held the rank of Chief Warrant Officer 3 in the  
17 U.S. Army, was Fully Mission Qualified, and was assigned to C Company, 3/160<sup>th</sup> Special Operations  
18 Aviation Regiment (A).

19 44. At the time of the crash, WITZLER held the rank of Specialist in the U.S. Army, was  
20 Basic Mission Trained CE, and was assigned to C Company 3/160<sup>th</sup> Special Operations Aviation  
21 Regiment (A).

22 45. On January 15, 2014, TERNSTROM was acting as Pilot-in-Command, sitting in the  
23 front left seat, and CAPTAIN CARPENTER was acting as the co-pilot, sitting in the front right seat.  
24 Both pilots were able to control 05-20005 at any time from their respective positions in the front of the  
25 aircraft. WITZLER was the Crew Chief and was seated in a crew seat during relevant portions of the  
26 flight.

27 46. On the night of January 15, 2014, after an uneventful training flight to St. Augustine,  
28 Florida, CAPTAIN CARPENTER was at the controls of 05-20005 as it made an approach to land at



1 Hunter Army Airfield in Savannah, Georgia (hereinafter "Hunter"). After receiving a clearance from  
2 Hunter Air Traffic Control to land on Runway 28, 05-20005 slowed during its approach to land on  
3 Runway 28. Suddenly and without warning, 05-20005 experienced, *inter alia*, a failure of the Tail  
4 Rotor Pitch Change Shaft and began to rotate. CAPTAIN CARPENTER announced to the crew that  
5 there was a problem and despite appropriate flight control inputs was unable to stop or slow the  
6 rotation. TERNSTROM immediately took control of the aircraft from CAPTAIN CARPENTER.  
7 TERNSTROM and CAPTAIN CARPENTER appropriately executed all emergency procedures for  
8 loss of tail rotor control, including manipulation of the engine control levers to reduce the rate of spin.  
9 Nonetheless, 05-20005 continued out of control and impacted the ground.

10 47. CAPTAIN CARPENTER was located inside the wreckage of 05-20005, having  
11 suffered, among other things, massive internal injuries. On information and belief, CAPTAIN  
12 CARPENTER survived for some appreciable period of time after the crash, but died later as a result of  
13 those injuries.

14 48. TERNSTROM was found outside of the aircraft having extricated himself from the  
15 wreckage of 05-20005. TERNSTROM survived, but suffered severe physical and psychological  
16 injuries as a result of the crash, some of which will be permanent. TERNSTROM was transported to  
17 the hospital where he received extensive medical care and attention.

18 49. WITZLER was located inside the wreckage of 05-20005. WITZLER survived, but  
19 suffered severe physical and psychological injuries, some of which will be permanent. WITZLER was  
20 transported to the hospital where he received extensive medical care and attention.

21 50. Plaintiffs are informed and believe, and based thereon allege, that the injuries that  
22 CAPTAIN CARPENTER and TERNSTROM suffered were exacerbated and made worse by the  
23 failure of the pilots' seats to, among other things, absorb or otherwise attenuate the forces of the  
24 impact, as they were designed, manufactured and held out to do.

25 51. Plaintiffs are informed and believe, and based thereon allege, that the injuries that  
26 CAPTAIN CARPENTER, TERNSTROM, and WITZLER suffered were exacerbated and made worse  
27 by the failure of, among other things, the ELT to activate during the crash sequence so that no alert  
28 was transmitted to Air Traffic Control and others that a crash had occurred. As a result of the failure of

1 the ELT, valuable time was lost because air traffic control and others were not promptly put on notice  
2 of the crash, and emergency vehicles were not immediately dispatched to the scene to render medical  
3 aid to the injured crew.

4 52. As a proximate result of the conduct of the Defendants, and each of them,  
5 TERNSTROM was hurt and injured in his health, strength, and activity, sustaining injury to his body  
6 and shock to TERNSTROM's nervous system and person, all of which said injuries have caused and  
7 continue to cause him great pain and suffering. TERNSTROM alleges that said injuries will result in  
8 permanent disability, all to Plaintiff's general damages in an amount within the jurisdictional limits of  
9 the above-entitled Court.

10 53. As a further and proximate result of the conduct of Defendants, and each of them,  
11 TERNSTROM was prevented from attending his usual occupation and he therefore alleges that he will  
12 thereby be prevented from attending to said usual occupation for a period in the future. The exact  
13 amount and value of working time lost or to be lost is undetermined at this time and Plaintiff will ask  
14 for leave to amend this pleading to set forth the exact amount thereof when ascertained or will offer  
15 proof thereof at the time of trial.

16 54. As a direct and proximate result of Defendants' actions, and each of them, Plaintiff  
17 MARIA TERNSTROM has sustained and incurred injuries and damages, and is certain in the future to  
18 sustain and incur further losses, injuries and damages in that she has been deprived of the full  
19 enjoyment of her marital state. Plaintiff MARIA TERNSTROM has suffered and continues to suffer  
20 loss of companionship, comfort, solace, moral support, emotional support, love, felicity, affection,  
21 society, loss of physical assistance in the operation and maintenance of the home, loss of consortium,  
22 and loss of sexual relations with her spouse.

23 55. As a proximate result of the conduct of the Defendants, and each of them, WITZLER  
24 was hurt and injured in his health, strength, and activity, sustaining injury to his body and shock to his  
25 nervous system and person, all of which said injuries have caused and continue to cause him great pain  
26 and suffering. WITZLER alleges that said injuries will result in permanent disability to him, all to his  
27 general damages in an amount within the jurisdictional limits of the above-entitled Court.

28



1 by competitors or of the same quality as others manufactured by Defendants, and each of them,  
2 resulting in the crash, injuries, and delay, as alleged herein.

3 62. As a direct result of the breaches of warranty and the conduct of Defendants, and each  
4 of them, CAPTAIN CARPENTER suffered severe physical injuries and lived for an appreciable  
5 amount of time before finally succumbing to his extensive injuries.

6 63. As a direct and proximate result of the conduct of Defendants, and each of them, the  
7 Estate of Clayton O. Carpenter suffered damages and injuries equal to the value of his life, from the  
8 perspective of the Decedent, the loss of the value of Decedent's lifetime earnings, and the intangibles  
9 related to loss of relationships, altruistic activities, and the general impact Decedent had on his  
10 community. Furthermore, as a direct and proximate result of the conduct of Defendants, and each of  
11 them, the Estate of Clayton O. Carpenter suffered from Decedent's experience of pre-death terror, pain  
12 and suffering.

13 **THIRD CAUSE OF ACTION**

14 ***NEGLIGENCE***

15 **(By All Plaintiffs Against All Defendants)**

16 64. Plaintiffs incorporate by reference each and every prior and subsequent allegation as  
17 though fully set forth at this point.

18 65. At all times herein Defendants, and each of them, so negligently, carelessly, and  
19 recklessly, among other things, designed, manufactured, assembled, maintained, inspected, tested,  
20 instructed, trained, warranted, published manuals, distributed and sold 05-20005 and its component  
21 parts, including, but not limited to the tail rotor pitch change shaft and related systems and parts, the  
22 pilots' seats and relates systems and parts, and the ELT and related systems and parts, and other parts,  
23 so as to be a direct and proximate cause of its mechanical failure during foreseeable use, causing the  
24 crash and resultant injuries and death to CAPTAIN CARPENTER and damages to Plaintiffs, and each  
25 of them, as described herein.

**PRAYER**

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

A. COLETTE CARPENTER, on behalf of the Estate of Clayton O. Carpenter:

1. For past and future loss of earnings;
2. For pre-death fright, terror, pain, and suffering according to proof;
3. For damages constituting the full value of the life of Clayton O. Carpenter;
3. For personal property damages according to proof;
4. For costs of the decedent's funeral, burial, and related expenses according to proof;
5. For pre-judgment and post-judgment interest as allowed by law;
6. For costs of suit incurred herein; and
7. For such other and further relief as this court may deem just and proper.

B. JON TERNSTROM and MARIA TERNSTROM:

1. For general damages according to proof;
2. For special damages according to proof;
3. For loss of consortium according to proof;
5. For personal property damage according to proof;
6. For pre-judgment and post-judgment interest as allowed by law;
7. For costs of suit incurred herein; and
8. For such other and further relief as this court may deem just and proper.

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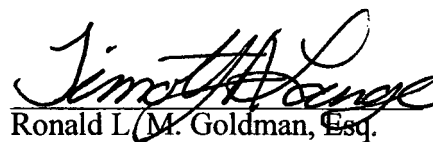
1 C. CAMERON WITZLER and MICHELLE WITZLER:

- 2 1. For general damages according to proof;
- 3 2. For special damages according to proof;
- 4 3. For loss of consortium according to proof;
- 5 5. For personal property damage according to proof;
- 6 6. For pre-judgment and post-judgment interest as allowed by law;
- 7 7. For costs of suit incurred herein; and
- 8 8. For such other and further relief as this court may deem just and proper.
- 9

10 Dated: September 5, 2014

BAUM, HEDLUND, ARISTEI & GOLDMAN, P.C.

11  
12  
13 By:

  
Ronald L. Goldman, Esq.  
Timothy A. Loranger, Esq.

14 Attorneys for Plaintiffs  
15 **COLETTE CARPENTER, JON TERNSTROM,**  
16 **MARIA TERNSTROM, CAMERON WITZLER,**  
17 **and MICHELLE WITZLER**

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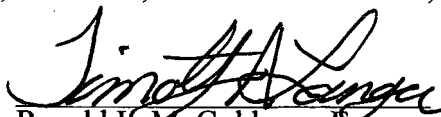
1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs and each of them demand a jury trial on all issues and causes of action.

3  
4 Dated: September 5, 2014

BAUM, HEDLUND, ARISTEI & GOLDMAN, P.C.

5  
6 By:



Ronald L.M. Goldman, Esq.  
Timothy A. Loranger, Esq.

7  
8 Attorneys for Plaintiffs  
9 **COLETTE CARPENTER, JON TERNSTROM,**  
10 **MARIA TERNSTROM, CAMERON WITZLER,**  
11 **and MICHELLE WITZLER**