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Superior Court of California,  
County of Los Angeles  
6/06/2023 2:46 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Pollock, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

MAHDI A. M. ZOUGUB, Individually; FAY  
Y. H. ELHANAFY, Individually; RACHEL  
JORDAN, individually; and ERIC JORDAN,  
Individually,

Plaintiffs,

vs.

ROBINSON HELICOPTER COMPANY,  
INC., a California corporation; AVCO  
CORPORATION; WELDON PUMP, LLC;  
PARKER HANNIFIN CORPORATION;  
LYCOMING; and DOES 1 through 100,  
Inclusive,

Defendants.

**Case No.: 23TRCV01792**

**COMPLAINT FOR DAMAGES  
STRICT PRODUCTS LIABILITY;  
BREACH OF WARRANTIES; AND  
NEGLIGENCE**

**DEMAND FOR JURY TRIAL**

**[Amount demanded exceeds \$25,000]**

COMES NOW plaintiffs MAHDI A. M. ZOUGUB, Individually; FAY Y. H.  
ELHANAFY, Individually; RACHEL JORDAN, Individually; and ERIC JORDAN,

1 Individually, (collectively, hereinafter “PLAINTIFFS”), and for causes of action against the  
2 defendants, and each of them, allege:

3 **GENERAL ALLEGATIONS**

4 **OVERVIEW**

5 1. On June 12, 2021, at approximately 4:00pm, a Robinson Helicopter Company  
6 (hereinafter “Robinson” or “RHC”) R44 II model helicopter (Registration No. ZK-HVX)  
7 (hereinafter “ZK-HVX” or “SUBJECT HELICOPTER”) containing a Lycoming IO-540 model  
8 engine (hereinafter “SUBJECT ENGINE”), a model PARKER-HANNIFIN pressure relief valve,  
9 Part No. D321-1 (hereinafter “SUBJECT PRESSURE RELIEF VALVE”), and a WELDON  
10 PUMP auxiliary fuel pump (hereinafter “SUBJECT PUMP”) was carrying passengers MAHDI  
11 A. M. ZOUGUB and FAY Y. H. ELHANAFY and RACHEL JORDAN when it suffered a  
12 catastrophic mechanical failure and loss of engine power causing ZK-HVX to suddenly descend  
13 and crash.

14 2. MAHDI A. M. ZOUGUB and FAY Y. H. ELHANAFY and RACHEL JORDAN  
15 suffered serious and permanent physical injuries as a result of the crash. ERIC JORDAN,  
16 husband of RACHEL JORDAN suffered a loss of consortium.

17 **PARTIES**

18 3. At all relevant times, plaintiff MAHDI A. M. ZOUGUB was and is a citizen of  
19 New Zealand and was legally married to FAY Y. H. ELHANAFY.

20 4. At all relevant times, plaintiff FAY Y. H. ELHANAFY was and is a citizen of  
21 New Zealand and was legally married to MAHDI A. M. ZOUGUB.

22 5. At all relevant times, plaintiff RACHEL JORDAN was a citizen of the United  
23 States, was living abroad in New Zealand, and was legally married to ERIC JORDAN.

24 6. At all relevant times, plaintiff ERIC JORDAN was a citizen of the United States,  
25 was living abroad in New Zealand, and was legally married to RACHEL JORDAN.  
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1           7. Defendant ROBINSON HELICOPTER COMPANY, INC. is a California  
2 corporation that maintains its headquarters and principal place of business at 2901 Airport Drive,  
3 Torrance, California 90505 in Los Angeles County, California. RHC designed, manufactured,  
4 and sold the SUBJECT HELICOPTER.

5           8. Defendant AVCO CORPORATION (hereinafter "AVCO"), aka Lycoming  
6 Engines, is a Delaware corporation headquartered in Texas that, at all material times hereto, was  
7 doing business in the County of Los Angeles, State of California. AVCO has appointed an agent  
8 for service of process in California: The Corporation Company, 555 Capitol Mall Ste 1150,  
9 Sacramento, California 95814. AVCO is solely owned by Textron Inc., a publicly held  
10 corporation. Lycoming Engines, the designer, manufacturer, and seller of the SUBJECT  
11 ENGINE, was formerly a separate entity but is now an unincorporated operating division of  
12 AVCO. Upon information and belief, AVCO is the successor-in-interest to Lycoming Engines  
13 for purposes of liability in this case because, among other things, AVCO expressly or impliedly  
14 agreed to assume the debts and liabilities of Lycoming Engines as part of its acquisition of, or  
15 merger with, Lycoming Engines. Upon information and belief, AVCO is now merely a  
16 continuation of Lycoming Engines. Upon information and belief, AVCO is now an alter ego of  
17 and/or joint venturer with Lycoming Engines, and AVCO and Lycoming Engines have  
18 maintained such a unity of interest and ownership that the separate personalities of the corporate  
19 entities no longer exist, and an inequitable result would follow if they were treated as separate  
20 entities. Thus, AVCO and Lycoming Engines will be referred to herein as  
21 "AVCO/LYCOMING."  
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25           9. AVCO/LYCOMING designed, manufactured, and shipped to RHC the SUBJECT  
26 ENGINE installed by RHC on the SUBJECT HELICOPTER at its Torrance, California facility.  
27 RHC has for several years used AVCO/LYCOMING engines in its helicopters as direct factory  
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1 install at RHC's facility in Torrance, California. Upon information and belief,  
2 AVCO/LYCOMING have earned, and continue to earn, significant revenue selling and shipping  
3 hundreds, if not thousands, of their engines to RHC in California. In fact, RHC certified its R44  
4 model helicopter with an AVCO/LYCOMING 0-540-F1B5 engine in 1997.

5 10. AVCO/LYCOMING also either currently maintain and previously have  
6 maintained business relationships with six authorized dealers in California that sell  
7 AVCO/LYCOMING products across the state, including Aero Performance in Corona, Aircraft  
8 Spruce in Corona, Aviall, Inc. in Los Angeles, Aviall, Inc. in San Jose, Kendra Air Parts in  
9 Visalia, and Omaha Air Supply in Long Beach. In addition, AVCO/LYCOMING advertise and  
10 advise where to purchase their products directly to consumers, including those residing in  
11 California, online through their interactive website: <https://www.lycoming.com>.  
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13 11. Defendant PARKER-HANNIFIN CORPORATION is an Ohio corporation that,  
14 at all material times hereto, was doing business in the County of Los Angeles, State of California.  
15 PARKER-HANNIFIN has appointed an agent for service of process in California: 1505  
16 Corporation, C T Corporation System, Amanda Garcia, 330 N Brand Blvd., Glendale, CA 91203.  
17 With locations in 45 countries around the world plus an extensive network reaching 104  
18 countries, PARKER-HANNIFIN, in relevant part, designs, manufactures, distributes, and sells  
19 pressure relief valves for use in aircraft such as the SUBJECT HELICOPTER. It currently  
20 advertises locations across California in Buena Park, Camarillo, Carson, Corona, Fontana,  
21 Gardena, Irvine, Modesto, North Hollywood, Oxnard, Rancho Dominguez, Richmond,  
22 Riverside, Rohnert Park, Sacramento, San Diego, Sante Fe Springs, Simi Valley, South Gate,  
23 Sunnyvale, and Ventura. PARKER-HANNIFIN designed, manufactured, and shipped to RHC  
24 the SUBJECT PRESSURE RELIEF VALVE installed by RHC on the SUBJECT HELICOPTER  
25 at its Torrance, California facility. RHC has for several years used PARKER-HANNIFIN  
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1 pressure relief valves in its helicopters as direct factory install at RHC's facility in Torrance,  
2 California. Upon information and belief, PARKER-HANNIFIN has earned, and continues to  
3 earn, significant revenue selling and shipping hundreds, if not thousands, of their products to  
4 RHC in California. In addition, PARKER-HANNIFIN advertises and advises where to purchase  
5 its products directly to consumers, including those residing in California, online through its  
6 interactive website: <https://www.parker.com/us/en/home.html>.

7  
8 12. Defendant WELDON PUMP LLC is an Ohio limited liability corporation that, at  
9 all material times hereto, was doing business in the County of Los Angeles, State of California.  
10 In business since 1942, WELDON PUMP is a global aircraft parts manufacturer with distributors  
11 in Africa, Asia, Australia, Brazil, Canada, China, Colombia, Germany, Japan, Peru, Singapore,  
12 Taiwan, the United Kingdom, and the United States. It currently has three distributors in  
13 California alone: Aircraft Spruce and Specialty Co. in Corona, Aviall Inc. in Van Nuys, and  
14 Aviall Inc. in San Jose. WELDON PUMP designed, manufactured, and shipped to RHC the  
15 SUBJECT PUMP installed by RHC on the SUBJECT HELICOPTER at its Torrance, California  
16 facility. RHC has for several years used WELDON PUMP products in its helicopters as direct  
17 factory install at RHC's facility in Torrance, California. Upon information and belief, WELDON  
18 PUMP has earned, and continues to earn, significant revenue selling and shipping hundreds, if  
19 not thousands, of their products to RHC in California. In addition, WELDON PUMP advertises  
20 and advises where to purchase its products directly to consumers, including those residing in  
21 California, online through its interactive website: <https://www.weldonpumps.com>.

#### 22 23 PERSONAL JURISDICTION

24  
25 13. This Court has personal jurisdiction over each Defendant in that, at all relevant  
26 times, Defendant RHC and DOES 1 through 100, and each of them, were residents and citizens  
27 of California, and organized and doing business in the County of Los Angeles, State of California.

1 All RHC helicopters, including the SUBJECT HELICOPTER, are designed, manufactured,  
2 assembled, tested and delivered to purchasers at its factory located at 2901 Airport Drive,  
3 Torrance, California 90505.

4 14. A substantial part of the events, acts or omissions giving rise to the claims,  
5 including but not limited to, the development, design, manufacture, assembly, installation,  
6 testing, training, advertising, warranting, authoring, publishing of manuals, warnings, and other  
7 literature, and the sale and delivery of RHC helicopters, and their component parts (including the  
8 engine, pressure relief valve, and pump), occurred in the County of Los Angeles, California.  
9 Defendants, and each of them were, at all times relevant herein, authorized to do business, and  
10 were doing business, in Los Angeles, California.  
11

12 15. This Court also has personal jurisdiction over Defendants because Plaintiffs'  
13 claims against Defendants arise from their assembly, manufacture, warnings (or lack thereof),  
14 marketing, and sale of the SUBJECT HELICOPTER with its component parts in California.  
15 Defendants through their websites (which are the equivalent of having a physical store in  
16 California), advertising, partners, agents, and authorized dealers/representatives, have  
17 continuously and deliberately exploited the California marketplace over the course of many years  
18 by selling their products in California such that they should reasonably anticipate being haled  
19 into court in California for harm caused by those products.  
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21 16. Defendants AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP,  
22 DOES 1 through 100 and/or their authorized dealers have earned substantial revenue from  
23 California by selling and shipping thousands of component parts to RHC for direct factory  
24 installation in RHC helicopters in California, including the subject engine, pressure relief valve,  
25 and pump. These are not isolated occurrences, but instead arise from the efforts of Defendants  
26 AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP, and DOES 1 through 100 to  
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1 serve, directly or indirectly, the market for their products in California over many years through  
2 the stream of commerce. Indeed, there was a regular and anticipated flow of products from  
3 Defendants AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP, and DOES 1  
4 through 100 to distribution to sale in California, and Defendants AVCO/LYCOMING,  
5 PARKER-HANNIFIN, WELDON PUMP, and DOES 1 through 100 designed, manufactured,  
6 and marketed products specifically for California buyers, advertised their products for sale in  
7 California, marketed their products through distributors in California, and/or established  
8 channels for providing regular advice to California buyers.  
9

10 17. Also, through express or implied sales and authorized dealer agreements between  
11 and amongst Defendants AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP,  
12 DOES 1 through 100, and/or their California authorized dealers, they were at all times acting as  
13 the authorized agents of each other in making sales of Defendants AVCO/LYCOMING,  
14 PARKER-HANNIFIN, WELDON PUMP, and DOES 1 through 100 products to buyers in  
15 California such that each of their individual contacts with California can be imputed onto each  
16 other.  
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18 18. In addition, Defendant RHC, and/or the subsidiaries or authorized dealers of  
19 Defendants AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP, and DOES 1  
20 through 100 performed a function that was compatible with, and assisted Defendants  
21 AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP, and DOES 1 through 100 in  
22 the pursuit of the business of Defendants AVCO/LYCOMING, PARKER-HANNIFIN,  
23 WELDON PUMP, and DOES 1 through 100, and thus Defendants AVCO/LYCOMING,  
24 PARKER-HANNIFIN, WELDON PUMP, and DOES 1 through 100 were using Defendant RHC  
25 and/or their subsidiaries or authorized dealers to do in California what they otherwise would have  
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done themselves, thus availing Defendants AVCO/LYCOMING, PARKER-HANNIFIN, WELDON PUMP, and DOES 1 through 100 of the privilege of doing business in California.

### BACKGROUND

19. ZK-HVX has Serial Number 11112 and, upon information and belief, was purchased by the owner/operator through RHC's authorized dealer and delivered personally in the County of Los Angeles, as is the custom and practice of RHC. Upon information and belief, the operator/pilot had previously satisfied RHC's requirements for delivery by taking, and satisfactorily completing, RHC's Pilot Safety Course and had received RHC's Certificate of Completion.

20. At the time of purchase, RHC provided an express warranty concerning ZK-HVX.

21. On June 12, 2021, at approximately 4:00pm, ZK-HVX took off from Terrace Downs Resort, Coleridge Road, Selwyn District, near Christchurch, New Zealand. The purpose of the flight was to transport MAHDI A. M. ZOUGUB and FAY Y. H. ELHANAFY along with their photographer, RACHEL JORDAN, to their wedding reception and to take wedding photos.





22. During the June 21, 2021, flight, ZK-HVX, suddenly and without warning, suffered a loss of engine power causing a rapid descent from a low altitude resulting in the aircraft landing hard on its skids near the 9<sup>th</sup> hole of the golf course at Terrace Downs Resort. The helicopter suffered serious damage including separation of the tail boom and tail rotor system.

23. During the June 21, 2021, flight and subsequent crash, newlyweds, MAHDI A. M. ZOUGUB and FAY Y. H. ELHANAFY each suffered serious and permanent physical and psychological injuries as well as a loss of consortium. RACHEL JORDAN, the photographer onboard, suffered serious and permanent physical and psychological injuries. RACHEL JORDAN's husband ERIC JORDAN suffered a loss of consortium.



### **FIRST CAUSE OF ACTION**

#### **STRICT PRODUCT LIABILITY**

(Against ALL DEFENDANTS and DOES 1 through 100, inclusive.)

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

25. From the date of initial delivery through June 12, 2021, KZ-HVX and its component parts, were in substantially the same condition as when KZ-HVX left defendants' possession, except for minimal, normal, reasonably foreseeable, use.

26. At all times herein relevant, KZ-HVX was used as intended by RHC, and in a manner reasonably foreseeable to defendants, and each of them.

27. At all times herein mentioned, defendants, and each of them, knew and intended that R44 helicopters and their component parts and manuals, warnings, recommendations for training, and literature, would be purchased by members of the public, and used by the purchasers, operators, pilots, and passengers without inspection for defects which were present at the time of manufacture and delivery of KZ-HVX.

28. At all times herein relevant, KZ-HVX was defective in each of the following respects, which include but are not limited to:

- a. The SUBJECT ENGINE and fuel delivery system, including the SUBJECT PRESSURE RELIEF VALVE, SUBJECT PUMP, and other component parts, contained manufacturing defects that caused KZ-HVX to experience a sudden and catastrophic loss of engine power which resulted in a rapid and sudden descent and collision with terrain.
- b. Lack of warnings regarding loss of engine power at low altitude;
- c. Lack of a system to detect and warn about low fuel quantity being delivered to the engine and instructions to promptly take corrective actions;
- d. Lack of effective warnings and emergency procedures in the event of a loss of engine power due to inadequate fuel being delivered to the engine;
- e. Failure to establish a life limit and replacement schedule for fuel system components including, but not limited to the SUBJECT PUMP and the SUBJECT PRESSURE RELIEF VALVE;
- f. Failure to report failures, malfunctions, and defects; and
- g. Inadequate quality assurance system.

1           29.     As a direct and proximate cause of the foregoing defects and conditions in ZK-  
2 HVX, the risks associated with the design of the SUBJET ENGINE, fuel system (including, but  
3 not limited to the SUBJECT PUMP and the SUBJECT PRESSURE RELIEF VALVE), and other  
4 parts and manuals outweigh their benefits, taking into account the potential harm to the helicopter  
5 occupants, the likelihood that this harm would occur, the existence of several alternative designs  
6 at the time of the design and manufacture and the cost of safer alternative designs.

7           30.     Additionally, as manufactured, designed, distributed, supplied, and sold, ZK-  
8 HVX, its SUBJECT ENGINE, fuel system (including, but not limited to the SUBJECT PUMP  
9 and the SUBJECT PRESSURE RELIEF VALVE), and component parts, manuals, warnings and  
10 literature, were defective in that ZK-HVX suffered, without warning, catastrophic loss of engine  
11 power during normal flight operations, causing the aircraft not to perform as safely as an ordinary  
12 consumer would have expected it to perform during its fatal flight on June 12, 2021.

13           31.     ZK-HVX's defects were a substantial factor in causing the injuries and damages  
14 to the plaintiffs, and each of them, as alleged herein, and as such, defendants, and each of them,  
15 are strictly liable.

16           32.     As a direct and proximate result of the acts, conduct and omissions of defendants,  
17 and each of them, plaintiffs, and each of them, have suffered, *inter alia*, physical, mental, and  
18 emotional injuries, including but not limited to loss of consortium.

19           33.     As a further direct and proximate result of the conduct of defendants, and each of  
20 them, plaintiffs, and each of them, have suffered, and will continue to suffer, pain, grief, sorrow,  
21 anguish, stress, shock, and mental anguish, according to proof at the time of trial.

22           34.     As a further direct and proximate result of the conduct of defendants, and each of  
23 them, plaintiffs, and each of them, have suffered, and will continue to suffer emotional and  
24 physical pain and discomfort, economic losses, including but not limited to, costs of medical care  
25 and services, income, earning capacity, services, personal property loss, and incidental expenses  
26 in an amount to be determined according to proof at the time of trial.

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1           42.     At the time of the purchase, defendants, and each of them, knew or had reason to  
2 know that plaintiffs, and each of them, intended to use the product without inspection for defects,  
3 for the particular purpose of flight.

4           43.     At the time of purchase, defendants, and each of them, knew or had reason to  
5 know that plaintiffs were relying upon defendants', and each of their, skill and judgment to select,  
6 furnish, design, manufacture, distribute, publish, and sell a product that was suitable for the  
7 particular purpose.

8           44.     Plaintiffs justifiably relied on defendants', and each of their, skill and judgment  
9 in making the decision to be passengers onboard ZK-HVX.

10          45.     With its inherent manufacturing and design defects, the product was not suitable  
11 for the particular purpose.

12          46.     As a direct and proximate result of the unsuitability of the product and its failure  
13 to meet the intended purposes, ZK-HVX suffered a sudden loss of engine power during normal  
14 flight and crashed, and plaintiffs, and each of them, were damaged as a result of defendants'  
15 failures to provide a product suitable for the particular purposes *to wit*, safe air transportation.

16          47.     Defendants, and each of them, expressly represented that ZK-HVX was safe and  
17 airworthy when, in fact, it was not. These warranties ran to plaintiffs, as intended users and  
18 beneficiaries.

19          48.     Defendants, and each of them, made assurances to plaintiffs that ZK-HVX was  
20 safe, and airworthy, and that it conformed to defendants', and each of their, stated methods of  
21 producing helicopters, and that component parts were designed and manufactured to the highest  
22 quality and complied with all required airworthiness standards.

23          49.     Contrary to the express and implied representations made by defendants, and each  
24 of them, ZK-HVX contained, among other things, dangerous, defective characteristics of its  
25 design, SUBJECT ENGINE and fuel system (including, but not limited to the SUBJECT PUMP  
26 and the SUBJECT PRESSURE RELIEF VALVE), and other parts, rendering it unsafe, and  
27

1 therefore not designed, manufactured, distributed and sold as expressly represented by  
2 defendants.

3 50. Defendants' failure to provide a helicopter suitable for plaintiffs' use, as expressly  
4 or impliedly represented, was a substantial factor in causing the crash and injuries and damages  
5 suffered by plaintiffs, and each of them.

### 6 **THIRD CAUSE OF ACTION**

#### 7 **NEGLIGENCE**

8 (Against ALL DEFENDANTS and DOES 1 through 100, inclusive.)

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

11 52. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
12 defendants and DOES 1-100 inclusive, and each of them, were engaged in the business of, among  
13 other things, designing, manufacturing, inspecting, testing, training, marketing, distributing,  
14 advertising, warranting, supplying, licensing, selling, authoring, publishing and monitoring its  
15 products in the market place including ZK-HVX, its airframe, SUBJECT ENGINE, fuel system  
16 (including, but not limited to the SUBJECT PUMP and the SUBJECT PRESSURE RELIEF  
17 VALVE), and component parts, manuals, warnings and literature.

18 53. In addition to the duties imposed by common law, defendants and DOES 1-100  
19 were subject to the duties imposed by regulatory law.

20 54. At all times herein defendants, and each of them, so negligently, carelessly and  
21 recklessly, among other things, designed, manufactured, assembled, inspected, tested, trained,  
22 warranted, authored, published, distributed and sold the R44model helicopter and its component  
23 parts, manuals, warnings and literature, including ZK-HVX, so as to be the direct and proximate  
24 cause of the loss of engine power during normal and foreseeable use, causing the crash and  
25 resultant injuries and damages to plaintiffs, and each of them, as described herein.

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

Dated: June 6, 2023

WISNER BAUM LLP

*Timothy A. Loranger*

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