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Case No. N25C-09-145 PAW

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

CHETAN DHIRUBHAI PAGHADAL, CHIRAG DHIRUBHAI PAGHADAL, POONAMBEN CHIRAG PAGHADAL, ASHISH PATEL, and DHARTI PATEL, Individually, and on behalf of the respective estates of KANTABEN DHIRUBHAI PAGHADAL, NAAVYA CHIRAG PAGHADAL, KUBERBHAI PATEL, and BABIBEN PATEL, deceased, Plaintiffs, v. THE BOEING COMPANY, a Delaware corporation, and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, Defendants.	C.A. No. N25C-__-___ **Jury Trial of Twelve Demanded**

COMPLAINT

Plaintiffs Chetan Dhirubhai Paghadal (Chetan), Chirag Dhirubhai Paghadal (Chirag), Poonamben Chirag Paghadal (Poonamben), Ashish Patel (Ashish), and Dharti Patel (Dharti) (collectively Plaintiffs) file this Complaint against The Boeing Company and Honeywell International, Inc. (Defendants), and respectfully show the following:

INTRODUCTION

1. This is a products defect and negligence case stemming from the catastrophic crash of Air India Flight 171 on June 12, 2025. Plaintiffs sue for the wrongful death of four passengers on Flight 171: (i) Kantaben Dhirubhai Paghadal (Kantaben); (ii) Naavya Chirag Paghadal (Naavya); (iii) Kuberbhai Patel (Kuberbhai); and (iv) Babiben Patel (Babiben) (collectively Decedents).

2. On June 12, 2025, a Boeing 787-8 Dreamliner operated by Air India crashed shortly after takeoff. Decedents perished in the crash. Available evidence reveals a pilot accidentally shut off fuel to the Dreamliner's engines, which powered down the engines and caused a complete loss of thrust necessary to complete the takeoff. Defendants marketed the fuel cutoff switches at issue here as having a locking mechanism that would prevent unintended cutoff of fuel supply to the engines mid-flight.

3. A Boeing Dreamliner does not operate like an automobile when the fuel is shut off and the engines shut down. Its engines do not just immediately start back up and provide thrust necessary for propulsion. Indeed, it takes minutes for the restarting process to take place and for the thrust to return. If a Boeing Dreamliner's fuel is shut off mid-flight, the Dreamliner may descend several thousand feet before pilots can restart its engines and thrust becomes available to propel the aircraft. The switches at issue allowed for immediate, inadvertent cutoff of fuel to the Dreamliner's

engines and killed the engines almost immediately.

4. Boeing designed, manufactured, and marketed the Dreamliner in South Carolina, Washington, or both. By virtue of Boeing's marketing efforts in those states, the Dreamliner at issue was purchased by Air India. Boeing marketed the Dreamliner as the go-to aircraft for nonstop international flights. Air India used this Dreamliner for international destinations across the globe, including destinations in the United States.

5. Boeing markets the Dreamliner as an aircraft capable of unlocking over 400 nonstop routes across the world. Boeing's Dreamliners have flown millions of miles and have carried over a billion passengers worldwide, including in the U.S.

6. Honeywell designed, manufactured, and marketed the Dreamliner's fuel cutoff switches in Texas, South Carolina, North Carolina, Washington, or a combination thereof. Honeywell markets its switch as appropriate for aircraft including the Boeing 787 Dreamliner at issue here. Honeywell marketed the switch to Boeing in South Carolina or Washington, and the switch at issue was installed by Boeing on the Dreamliner at issue in either South Carolina or Washington.

7. Both Honeywell and Boeing knew the switches would be installed just below the Dreamliner's thrust levers—which is a "high traffic" location for a pilot's hands. Both Honeywell and Boeing knew the locking mechanism of the switches could be missing or become disengaged, thereby allowing for accidental fuel cutoff

mid-flight. Both Honeywell and Boeing knew that many of these switches and Dreamliners—including those at issue here—were delivered with the locking mechanism of those switches disengaged or missing altogether. This defect allowed for inadvertent cutoff of fuel supply and total loss of thrust necessary to propel this Dreamliner. And what did Honeywell and Boeing do to prevent the inevitable catastrophe? Nothing.

8. Defendants have known about the risk of catastrophic crash since they designed, manufactured, installed, and marketed the switch and Dreamliner. Further, in 2018, the Federal Aviation Administration (based on reports regarding the 737 aircraft submitted to Boeing) reported that several of the switches in Boeing's airplanes were being delivered by Boeing with the locking mechanism disengaged, which allowed for "unintended" fuel cutoff mid-flight. This report merely confirmed what Defendants already knew about the risk posed by the switch. Nevertheless, Boeing and Honeywell (i) failed to alert Air India and other customers that they *must* inspect and repair those switches; (ii) failed to ship replacement switches to those airlines so they could install them for the safety of passengers; (iii) failed to warn those customer airlines to ground those aircraft pending inspection and repair; (iv) failed to send technicians to confirm those aircraft were safe for passenger flight; and (v) failed to warn customer airlines that this defect affected the Dreamliner specifically.

9. Boeing and Honeywell sat idly behind a gentle "advisory" that merely recommended inspecting the switches to confirm the locking mechanisms were engaged. The result of Defendants' negligent inaction was nothing short of catastrophic. The Air India pilots accidentally toggled those switches, killed the Dreamliner's engines, crashed, and killed approximately 242 people aboard the aircraft, including Decedents Kantaben Dhirubhai Paghadal, Naavya Chirag Paghadal, Kuberbhai Patel, and Babiben Patel—and 18 more on the ground.

10. Boeing's decision to place the fuel cutoff switches directly behind the thrust levers created a foreseeable and unacceptable hazard. That area is a high-traffic zone in the cockpit where pilots' hands frequently move during takeoff, climb, and other critical phases of flight. It is also the location where pilots commonly set electronic tablets for navigation and communication, exchange materials with one another, and handle other operational equipment. By positioning a critical safety control in such a congested and heavily used space, Boeing effectively guaranteed that normal cockpit activity could result in inadvertent fuel cutoff. The design choice is comparable to an automobile manufacturer placing an emergency brake control next to a radio volume knob, an inherently dangerous placement that invites accidental activation with catastrophic consequences.

11. As a direct result of these reckless design choices, negligent acts and omissions, and unreasonably dangerous products, the pilots of Air India Flight 171

inadvertently engaged the unprotected switches, cutting fuel to both engines at the most critical phase of flight. The Dreamliner, stripped of all thrust within seconds of takeoff, became uncontrollable and crashed into the surrounding community. This entirely preventable sequence of events killed the Decedents along with approximately 256 other innocent men, women, and children. Defendants' defective products and conscious disregard for obvious safety risks caused one of the most devastating aviation tragedies in recent history.

PARTIES

12. Plaintiffs bring this action for damages arising from the catastrophic crash of Air India Flight 171 on June 12, 2025, in Admedabad, India, which resulted from the failure of defectively designed and manufactured fuel cutoff switches on the Boeing 787-8 aircraft.

13. Plaintiffs bring this action in their individual capacities and as representatives of the estates of Decedents who perished in the crash, asserting both wrongful death and survival claims under applicable law.

14. Plaintiff Chetan is the son of Decedent Kantaben. Chetan is a citizen of India and resides there.

15. Plaintiff Chirag is the son of Decedent Kantaben and the father of Decedent Naavya. Chirag is a citizen of India and resides in the United Kingdom.

16. Plaintiff Poonamben is the mother of Decedent Naavya. Poonamben is a

citizen of India and resides in the United Kingdom.

17. Plaintiff Ashish is the son of Decedents Kuberbhai and Babiben. Ashish is a citizen of the United Kingdom and resides there.

18. Plaintiff Dharti is the daughter of Decedents Kuberbhai and Babiben. Dharti is a citizen of India and resides there.

19. Defendant, The Boeing Company is a corporation organized and existing under the laws of Delaware with its principal place of business in Arlington, Virginia. Boeing designs, manufactures, and markets commercial aircraft, including the Boeing Dreamliner involved in this incident. Boeing can be served through its registered agent at Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle, DE, 19808. Alternatively, Boeing can be served through Corporation Service Company at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware.

20. Defendant, Honeywell International, Inc. is a corporation organized and existing under the laws of Delaware with its principal place of business in Charlotte, North Carolina. Honeywell designs and manufactures aircraft components, including the fuel cutoff switches installed on this Dreamliner. Honeywell may be served through its registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, New Castle County, DE 19801. Alternatively, Honeywell may be served through The Corporation Trust Company at 251 Little Falls

Dr., Wilmington, New Castle, DE 19808.

JURISDICTION

21. Boeing designed, manufactured and sold the Boeing 787-8 aircraft which is at issue in this case. Boeing is formed under the laws of the state of Delaware.

22. Honeywell designed and manufactured the fuel cutoff switches installed on the subject aircraft which is at issue in this case. Honeywell is formed under the laws of the state of Delaware.

FACTUAL BACKGROUND

I. THE CRASH WAS CATASTROPHIC AND, FROM THE PILOTS' PERSPECTIVE, UNINTENDED.

23. On or about June 12, 2025, at approximately 1:10 p.m. local time, Air India Flight 171 was scheduled to depart from Sardar Vallabhbhai Patel International Airport in Ahmedabad, India, bound for London Gatwick Airport.

24. The aircraft, a Boeing 787-8 Dreamliner aircraft bearing registration VT-ANB, carried 230 passengers, including 15 in business class and 215 in economy class, along with 12 crew members (2 pilots and 10 cabin crew).

25. The pilot in command had over 8,000 hours' experience operating the Dreamliner, and his copilot had over 1,000 hours' experience. Neither are reported to have had disciplinary issues relating to their performance operating the Dreamliner or any other aircraft.

26. Weather conditions were favorable for flying with high visibility and no

significant winds or other weather-related challenges.

27. After air traffic control cleared Flight 171 for takeoff, the Dreamliner began its takeoff roll with normal acceleration. A minute later, the Dreamliner reached a speed of 153 knots, which represents the critical decision speed beyond which takeoff must continue. Seconds later, the Dreamliner reached 155 knots. Four seconds later, the Dreamliner was airborne.

28. Just three seconds after liftoff and at the critical moment when the aircraft reached its maximum recorded airspeed of 180 knots, both engine fuel cutoff switches suddenly and inadvertently moved from the "RUN" to the "CUTOFF" position. The Engine 1 fuel cutoff switch moved to cutoff first, followed by the Engine 2 switch approximately one second later, completely cutting fuel supply to both engines. A cockpit voice recorder captured a brief exchange between the pilots, indicating that neither intended to shut off fuel to the Dreamliner.

29. The Dreamliner's ram air turbine automatically deployed, signaling a complete loss of engine power. With both engines failing during the critical initial climb phase at low altitude, the pilots had insufficient time and altitude to execute recovery procedures. Despite the pilots' attempts to restore engine power by moving the fuel cutoff switches back to "RUN" position a mere seconds after fuel was shut off, there was insufficient time for engines to restart and provide adequate thrust to prevent the crash. The crew transmitted a mayday call, and six seconds later the

Dreamliner crashed into multiple buildings just one nautical mile from the end of the runway.

30. As a result of the crash, approximately 260 people perished, including the Decedents.

II. DEFECTIVE FUEL CUTOFF SWITCHES CAUSED THIS CATASTROPHIC CRASH.

31. The Boeing 787-8 aircraft was equipped with Honeywell Model 4TL837-3D fuel cutoff switches, part of the TL Series "military-grade" toggle switches. These switches control the fuel supply to the engines and are located on the throttle control quadrant in the flight deck, positioned immediately behind and adjacent to the thrust levers that pilots continuously manipulate during takeoff.

32. The switches were marketed as having a "pull-to-unlock" locking mechanism intended to prevent inadvertent fuel cutoff by requiring pilots to physically lift the switch from its base before and while toggling the switch between positions. When the locking mechanism is installed and engaged properly, it is impossible to move the switch between "run" and "cutoff" positions without deliberately lifting it upward. A proper locking system would prevent the switch from toggling merely because a pilot grazed the switch. However, when the locking mechanism is absent, disengaged, or fails, the switch can move freely between positions with mere lateral pressure, transforming a critical safety control into a hazardous single-point failure mechanism.

33. Defendants have known of the relevant defects at issue in this case since Honeywell manufactured the switches and Boeing installed them on this Dreamliner. Even if Defendants could feign ignorance of the defect and risks, in 2018 Boeing received multiple reports from operators that fuel control switches on Model 737 aircraft were discovered with locking features disengaged.

34. On December 17, 2018, the Federal Aviation Administration issued Special Airworthiness Information Bulletin (SAIB) No. NM-18-33, specifically warning about "the potential for disengagement of the fuel control switch locking feature." The SAIB warned that the fuel cutoff switches could be installed on Boeing aircraft with the locking feature disengaged. The SAIB also warned that an inadvertent operation of the switch could result in loss of power and a crash. While the SAIB originated from complaints to Boeing about its 737 aircraft, it identified the problem as the same switch at issue here and referenced the Dreamliner model aircraft as affected.

35. Boeing has ready access to maintenance records of the Dreamliner in question. Despite its knowledge generally and despite the SAIB's warning, Boeing did not take any action whatsoever to replace these switches, to inspect these switches, or to compel Air India to inspect or replace the switches despite Boeing's right and duty to do so.

36. Honeywell, as the switches' manufacturer, knew the locking mechanism's propensity to be missing or otherwise failing for lack of engagement through its own internal records, warranty claims, service reports, and industry feedback. Yet Honeywell failed to take any action to address the risks presented by its faulty switches.

37. Compounding the risk posed by the missing, disengaged, or faulty locking mechanisms in the fuel cutoff switches, the positioning of these switches immediately behind the thrust levers created an ergonomic hazard, particularly during high-workload phases like takeoff when pilots make rapid adjustments to the thrust levers. During takeoff, pilots' hands frequently move fore and aft along the thrust levers, and any rearward hand movement could contact the unprotected fuel cutoff switches. This hazardous placement, combined with failed locking mechanisms, created a lethal design defect where normal pilot actions during the most critical phase of flight could inadvertently shut down all engines.

PRODUCT LIABILITY CLAIMS AGAINST BOEING[1]

38. Boeing is in the business of designing, manufacturing, and marketing aircraft including the Dreamliner at issue. Boeing marketed the Dreamliner (as well as

1 Because Boeing designed and manufactured the Dreamliner at issue in either Washington or South Carolina, and installed the fuel shutoff switches there, Plaintiffs anticipate the law of one of those states will apply. Moreover, while this crash occurred in India, this Dreamliner was marketed and sold for the purpose of worldwide, international flights. Air India used this Dreamliner for those purposes and flew its passengers all across the world—including to the U.S.—on this aircraft. That

other aircraft) as having fuel shutoff switches that had locking qualities to prevent accidental fuel shutoff. But the Dreamliner's fuel shutoff switches lacked that locking quality, and Boeing placed those switches in a location where accidental fuel shutoff would much more likely occur. Boeing did not provide warnings or instructions sufficient for Air India, its pilots, or its technicians to address the risks.

39. Boeing designed the Dreamliner to incorporate the switch, knowing its locking mechanism may be disengaged or absent unbeknownst to the airline who purchased it. Boeing designed the Dreamliner to position the switch in an area where accidental toggling of the switch could occur because it is an area where pilots are placing objects, exchanging objects, and moving their hands with great frequency—especially during takeoff. These design errors were particularly dangerous given the switch could immediately and inadvertently cut fuel to the Dreamliner's engines and cause the aircraft to crash with over 150 passengers aboard. These defects were present at the time Boeing manufactured the Dreamliner and at the time Air India took delivery of the Dreamliner. Given that the Dreamliner had been marketed as having fuel shut-off switches with a locking lever design, neither Air India nor its pilots would have anticipated the risks at issue.

40. Alternatively, if the Dreamliner represents a safe design in these respects, Boeing manufactured the Dreamliner in a manner that made it fall short of

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the aircraft ultimately crashed in India is fortuitous and, thus, supports application of American law

specifications and unreasonably dangerous. Specifically, Boeing manufactured or installed the switch in the Dreamliner with the locking mechanism disengaged or missing altogether. With the locking mechanism disengaged or absent, the pilots could inadvertently crash the plane by accidentally brushing against the unprotected toggle switch. This defect was present at the time Boeing manufactured the Dreamliner and at the time Air India took delivery of the Dreamliner. Given that the Dreamliner had been marketed as having fuel shut-off switches with a locking lever design, neither Air India nor its pilots would have anticipated the risks at issue.

41. Boeing also provided inadequate warnings and instructions. Boeing failed to warn Air India, its pilots, and other Dreamliner customers that the switch may arrive with the locking mechanism disengaged or absent, thereby allowing for accidental shut off of fuel and crashing the aircraft. Boeing failed to provide instructions on inspecting and testing the switch to ensure its locking mechanism was in place and functional. Boeing failed to provide sufficient warnings that pilots may accidentally shut off fuel to the aircraft and crash by merely brushing against the switch. This defect was present at the time Boeing manufactured the Dreamliner and at the time Air India took delivery of the Dreamliner. Given that the Dreamliner had been marketed as having fuel cutoff switches with a locking lever design, neither Air India nor its pilots would have anticipated the risks at issue, and they would have

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in these circumstances.

heeded sufficient warnings that the switches' locking mechanisms may not be engaged or present.

42. Boeing had actual knowledge of these defects and the risks they presented at the time it sold the Dreamliner to Air India. Despite this knowledge, Boeing did nothing.

43. In these respects, the Dreamliner at issue was in the same condition as it was when it left Boeing's factory in either South Carolina or Washington. No one had altered it in these respects between the time Boeing delivered the aircraft and the time of its crash. And Boeing knew and fully anticipated that the Dreamliner would be delivered to Air India in the same condition as when it left Boeing's factory.

44. An accidental, in-flight toggling of the switch to the off position is catastrophic. Turning fuel off to the Dreamliner's engines kills the engines. It then requires several minutes and complicated procedures to (i) restart the engines and (ii) to allow the engines to generate thrust sufficient to propel the Dreamliner. During this time, the Dreamliner naturally loses altitude at a dangerous rate as it did here. Once the Dreamliner's fuel is shut off, it effectively becomes a 250,000-pound lawn dart with innocent passengers aboard.

45. Absent one or more of these defects, the Crash would not have occurred. Had the switch's locking mechanism been present and engaged, had those switches been positioned in a safer or locked location, or had Boeing properly warned Air India

that those switches may not have locking properties as marketed, the Crash would not have occurred, and 260 innocent people would still be alive.

46. If Boeing is not found strictly liable, it is liable for negligence. It knew that designing, manufacturing, and marketing the Dreamliner in a manner that promoted accidental, in-flight shutoff of the engines' fuel would likely result in a crash. It knew that placing the fuel shutoff switches in a different area would provide a much safer alternative to placing them just behind the thruster lever. It knew that using a switch with a locking mechanism that cannot be disengaged would be much, much safer. It knew that Air India and its pilots would not identify the relevant risks absent proper warnings and instructions regarding the switches' locking mechanisms or lack thereof. But despite this knowledge, Boeing negligently (i) designed the Dreamliner to incorporate fuel shutoff switches that may or may not have locking mechanisms or may or may not have locking mechanisms engaged; (ii) manufactured the Dreamliner in a manner that did not ensure the fuel cutoff switches had functional locking mechanisms; and (iii) failed to properly warn Air India or its pilots of these defects so as to avoid accidental fuel cutoff. As a result, an Air India pilot inadvertently shut off fuel to the Dreamliner at issue, crashed the aircraft, and killed approximately 260 innocent people.

47. It is unknown why Boeing committed these failures and marketed this unreasonably dangerous aircraft. There are alternative switches readily available that

have locking mechanisms that function as expected and cannot be disengaged. Placing those switches in a safer place would also be a cost-neutral alternative to placing them in an area that is just asking for a crash caused by inadvertent fuel cutoff.

COUNT 2: PRODUCT LIABILITY CLAIMS AGAINST HONEYWELL

48. Honeywell is in the business of designing, manufacturing, and marketing aircraft components, including the fuel cutoff switches at issue in the Dreamliner. Honeywell marketed the fuel cutoff switches as having locking qualities to prevent accidental fuel shutoff. But Honeywell's fuel cutoff switches in the Dreamliner at issue lacked that locking quality, whether it altogether lacked the locking mechanism or Honeywell manufactured and sold the switches with the locking mechanisms disengaged. And Honeywell did not provide warnings or instructions sufficient for Air India or Air India pilots and technicians to address the risks posed by these dangerous switches.

49. Honeywell designed the fuel shutoff switches to incorporate a locking mechanism, knowing its locking mechanism may be disengaged or absent unbeknownst to the airline or aircraft manufacturer who purchased it. Honeywell designed the switches knowing they would be positioned in an area where accidental toggling of the switch could occur because it is an area where pilots are placing objects, exchanging objects, and moving their hands with great frequency. Designing these fuel shutoff switches in a manner that allows the locking mechanism to be

disengaged or fail was particularly dangerous given the switches could immediately cut fuel to the Dreamliner's engines and cause the aircraft to crash with over 150 passengers aboard. This defect was present at the time Honeywell manufactured the switches and at the time Boeing incorporated them into the Dreamliner before selling the Dreamliner at issue to Air India. Given that Honeywell had marketed the fuel cutoff switches as having a locking lever design, neither Air India nor its pilots would have anticipated the risks at issue.

50. Alternatively, if the fuel cutoff switches have a safe design in these respects, Honeywell manufactured the switches in a manner that made them fall short of specifications and unreasonably dangerous. Specifically, Honeywell manufactured and marketed the switches with the locking mechanism disengaged or missing altogether. With the locking mechanism disengaged or missing, the pilots could inadvertently crash the plane by accidentally brushing against an unprotected toggle switch. This defect was present at the time Honeywell manufactured the switches and at the time Boeing incorporated them into the Dreamliner before Boeing delivered this Dreamliner to Air India. Given that Honeywell had marketed the fuel cutoff switches as having a locking lever design, neither Air India nor its pilots and technicians would have anticipated the risks at issue.

51. Honeywell also provided inadequate warnings and instructions. Honeywell failed to warn Air India, its pilots, and its other customers that the switches

may arrive with the locking mechanism disengaged or missing, thereby allowing for an inadvertent crash of the aircraft due to a pilot bumping the switch and cutting off fuel to the engines. Honeywell failed to provide instructions on inspecting and testing the switches to ensure these switches had functioning locking mechanisms in place and engaged. Honeywell failed to provide sufficient warnings that pilots may accidentally shut off fuel to the aircraft and crash by merely brushing against the switches. This defect was present at the time Honeywell manufactured the switches and at the time Boeing incorporated them into the Dreamliner before Boeing delivered the aircraft to Air India. Given that Honeywell had marketed the fuel shut-off switches as having a locking lever design, neither Air India nor its pilots would have anticipated the risks at issue, and they would have heeded sufficient warnings that the switches' locking mechanisms may not be engaged or present.

52. In these respects, the fuel cutoff switches at issue were in the same condition as they were when they left Honeywell's factory. No one had altered them in these respects between the time Honeywell delivered the switches to Boeing and the time of the aircraft's crash. And Honeywell knew and fully anticipated that the switches would be delivered to Boeing and incorporated into aircraft in the same condition as when they were installed and left Honeywell's factory.

53. An accidental, in-flight toggling of the switches to the off position is catastrophic. Turning fuel off to the Dreamliner's engines kills the engines. It then

takes several minutes and procedures to (i) restart the engines and (ii) to allow the engines to generate thrust sufficient to propel the Dreamliner. During this time, the Dreamliner naturally loses altitude at a dangerous rate as it did here. Once the Dreamliner's fuel is shut off, it quickly loses altitude. And as was the case here, when there is not much altitude to give, the aircraft crashes within seconds.

54. Absent one or more of these defects, the Crash would not have occurred. Had the switches' locking mechanisms been present and engaged, had Honeywell warned that those switches should be in a position that prevents accidental toggling, or had Honeywell properly warned Boeing and Air India that those switches may not have locking properties as marketed, the Crash would not have occurred, and approximately 260 innocent people would still be alive.

55. If Honeywell is not found strictly liable, it is liable for negligence. Honeywell knew that designing, manufacturing, and marketing the fuel shutoff switches in a manner that promoted accidental, mid-flight shutoff of the engines' fuel would result in a crash. It knew that advising the placement in an area other than the high-traffic area under the thrust levers would provide a much safer alternative to placing them just behind the thruster lever. It knew that using switches with locking mechanisms that cannot be disengaged or removed would be much, much safer. It knew that Air India and its pilots would not identify the relevant risks absent proper warnings and instructions regarding the switches' locking mechanisms or lack thereof.

But despite this knowledge, Honeywell negligently (i) designed fuel cutoff switches that may or may not have locking mechanisms or may or may not have locking mechanisms engaged; (ii) manufactured the switches in a manner that did not ensure they had functioning lock mechanisms; and (iii) failed to properly warn Air India or its pilots and technicians of these defects so as to avoid accidental fuel cutoff. As a result, an Air India pilot inadvertently shut off fuel to the Dreamliner at issue, crashed the aircraft, and killed approximately 260 innocent people.

56. It is unknown why Honeywell committed these failures and marketed these unreasonably dangerous switches. There are alternative switches readily available that have locking mechanisms that function as expected and cannot be disengaged. Designing those switches for placement in a safer location would also be a cost-neutral exercise.

COUNT 3: GROSS NEGLIGENCE AGAINST BOEING

57. Plaintiffs reallege and incorporate by reference the preceding allegations and preceding paragraphs.

58. Before and after Boeing designed, manufactured, and sold the Dreamliner to Air India, Boeing actually knew of the risks posed by the defective fuel cutoff switches and Boeing's placement of those switches adjacent to and under the thrust levers. Boeing had actual knowledge that an inadvertent fuel cutoff would occur, the

engines would shut down, and its aircraft would crash and likely result in numerous fatalities.

59. Still, Boeing did nothing. It did not warn of these risks. It did not cure these risks by replacing the switches, by inspecting the switches, by repairing these faulty switches, by relocating these switches, by requiring or sufficiently warning Air India to do these things, or by taking any other action that a person exercising even slight care would take.

60. As a result, fuel to the Dreamliner was inadvertently cut off, and the Dreamliner crashed. As a result of the crash, Decedents and approximately 256 other innocent people perished. Boeing is therefore liable for gross negligence under applicable law.

COUNT 4: GROSS NEGLIGENCE AGAINST HONEYWELL

61. Plaintiffs reallege and incorporate by reference the preceding allegations and preceding paragraphs.

62. Before and after Honeywell designed, manufactured, and marketed the switches at issue, Honeywell actually knew of the risks posed by its defective fuel cutoff switches and the placement of those switches. Honeywell had actual knowledge that an inadvertent fuel cutoff would occur, the engines would shut down, and an aircraft utilizing Honeywell's defective switch would crash and likely result in numerous fatalities.

63. Still, Honeywell did nothing. It did not warn of these risks. It did not cure these risks by replacing the switches, by inspecting the switches, by repairing these faulty switches, by warning of the need to relocate these switches, by requiring or sufficiently warning Boeing or Air India to do so, or by taking any other action that a person exercising even slight care would take.

64. As a result, fuel to the Dreamliner was inadvertently cut off, and the Dreamliner crashed. As a result of the crash, Decedents and approximately 256 other innocent people perished. Honeywell could have avoided this tragedy. It just chose not to. Honeywell is therefore liable for gross negligence under applicable law.

DAMAGES

65. Plaintiffs assert claims for multiple categories of damages arising from this preventable tragedy:

I. PLAINTIFFS SEEK WRONGFUL DEATH DAMAGES

66. **Economic Damages:** Plaintiffs, as wrongful death beneficiaries, seek economic damages under applicable law, including damages for (a) loss of financial support and services that Decedents would have provided to their beneficiaries; (b) loss of expected earnings and benefits over Decedents' work life expectancy; (c) loss of inheritance that beneficiaries would have received; (d) loss of household services and parental guidance; (e) funeral and burial expenses; and (f) costs of estate administration.

67. **Noneconomic damages for wrongful death:** Plaintiffs seek noneconomic damages under applicable law, including damages for (a) loss of love, companionship, comfort, care, assistance, protection, affection, society, and moral support and (b) mental anguish and emotional distress.

II. SURVIVAL DAMAGES

68. **Decedents' Conscious Pain and Suffering:** Plaintiffs seek damages on behalf of Decedents' respective estates under applicable law, including damages for **(**a) physical pain and mental anguish experienced by Decedents from the moment they became aware of the imminent crash until death; (b) terror, anxiety, and emotional distress Decedents experienced during the period between engine failure and impact; and (c) the horror of experiencing an uncontrolled descent with full awareness of impending death.

III. PUNITIVE DAMAGES

69. As alleged above, Defendants' negligent acts and omissions amount to recklessness, gross negligence, and failure to exercise even slight care. Plaintiffs therefore seek punitive damages to the extent permitted by applicable state law.

JURY DEMAND

70. Plaintiffs request a trial by jury and would show that any appropriate fee is paid contemporaneously with the filing of this Complaint.

PRAYER

Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants as follows:

A. Compensatory damages alleged above;

B. Punitive damages in an amount sufficient to punish Defendants for their conscious disregard of safety and to deter similar conduct;

C. Prejudgment and post-judgment interest at the maximum rate allowed by law;

D. Costs and attorneys' fees to the extent permitted by law;

E. Such other and further relief as this Court deems just and proper.

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