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(ENDORSED)
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8
9 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN MATEO**

CIV 497975

12 **PAUL INGRAM and BARBARA**
13 **INGRAM, as Surviving Parents of**
14 **Decedent ANDREW INGRAM, and**
15 **KATHLEEN TRAFTON, as**
16 **Administrator of The Estate of**
17 **Andrew Ingram,**

18 **Plaintiffs,**

19 **vs.**

20 **AIR UNIQUE, INC., a Corporation;**
21 **DOUGLAS BOURN, an Individual;**
22 **and DOES 1 through 10,**

23 **Defendants.**

Case No.

**COMPLAINT FOR WRONGFUL
DEATH BASED UPON NEGLIGENCE**

JURY TRIAL DEMAND

1 Plaintiffs, PAUL INGRAM and BARBARA INGRAM as the Surviving Parents of
2 decedent ANDREW INGRAM, and KATHLEEN TRAFTON, as Administrator of the
3 Estate of ANDREW INGRAM, hereby complain of the above-named Defendants, and
4 each of them as follows:

5 **I. INTRODUCTION**

6 1. This case arises out of an airplane crash that occurred on February 17, 2010
7 when a Cessna 310R aircraft collided with power lines and a power line tower shortly
8 after take-off from the Palo Alto Municipal Airport. After the aircraft struck the power
9 lines and tower, the airplane crashed into multiple residential structures, narrowly missing
10 a Day Care Center, and killing all aboard the aircraft, including the decedent/passenger,
11 ANDREW INGRAM, age 31. At the time, ANDREW INGRAM worked as an engineer
12 with Silicon Valley based Tesla Motors.

13 2. This crash was foreseeable and avoidable, had the owner and operator of
14 the aircraft demonstrated concern for the safety of his passengers – instead of blatant
15 disregard for his lack of recent flying experience, poor weather and the condition of his
16 aircraft – before deciding to embark on a risky take-off from Palo Alto Municipal Airport
17 on the ill-fated flight which killed ANDREW INGRAM. Defendants herein owned,
18 maintained and/or operated the aircraft at all relevant times prior to the crash.

19 **II. JURISDICTION AND VENUE**

20 3. This court has jurisdiction over this matter because the tragic accident
21 which killed ANDREW INGRAM occurred in San Mateo County.

22 **III. PARTIES**

23 **A. Plaintiffs**

24 4. Plaintiffs PAUL INGRAM and BARBARA INGRAM are the Surviving
25 Parents of decedent ANDREW INGRAM, age 31, who died on February 17, 2010, as the
26 result of the air crash which is the subject of this action. Plaintiffs PAUL and
27 BARBARA INGRAM reside in Ferndale, Washington, and bring this action in their

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1 individual capacity as the lawful heirs of their son ANDREW INGRAM pursuant to Code
2 of Civil Procedure Section 377.60.

3 5. Plaintiff KATHLEEN TRAFTON (hereinafter TRAFTON) is the duly
4 appointed Administrator of the Estate of ANDREW INGRAM by Order of the Court of
5 the State of California for the County of Santa Clara filed July 12, 2010. Plaintiff
6 TRAFTON brings this action in her capacity as the Personal Representative of the
7 decedent pursuant to Code of Civil Procedure Section 377.60.

8 **B. Defendants**

9 6. Plaintiffs are informed and believe, and thereupon allege, that at all relevant
10 times herein, Defendant AIR UNIQUE, INC., is and was a California Corporation doing
11 business in Santa Clara County, and the registered owner of the aircraft involved in this
12 incident, a Cessna 310R fixed wing multi-engine airplane bearing registration number
13 N5225J.

14 7. Plaintiffs are informed and believe, and thereupon allege, that at all relevant
15 times Defendant DOUGLAS BOURN was an individual who served as President of AIR
16 UNIQUE, INC., and was the owner, operator and/or pilot in control of the Cessna 310R
17 aircraft which crashed on February 17, 2010. At the time of this accident, Defendant
18 BOURN was a resident of Santa Clara County, and worked as a Senior Engineer with
19 Palo Alto based Tesla Motors.

20 **C. DOE Defendants**

21 8. The true names and capacities, whether individual, corporate, associate or
22 otherwise of the Defendants DOE 1 through DOE 100, inclusive are unknown to
23 Plaintiffs who therefore sue said Defendants by such fictitious names pursuant to Code of
24 Civil Procedure §474; Plaintiffs further allege that each of said fictitious Defendants is in
25 some manner responsible for the acts and occurrences hereinafter set forth. Plaintiffs will
26 amend this Complaint to show their true names and capacities when the same are
27 ascertained, as well as the manner in which each fictitious Defendant is responsible.

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1 **D. Agency & Concert of Action**

2 9. At all times herein mentioned, each of the Defendants hereinabove was the
3 agent, servant, employee, partner, aider and abettor, co-conspirator and/or joint venturer
4 of each of the remaining Defendants named herein and were at all times operating and
5 acting within the purpose and scope of said agency, service, employment, partnership,
6 conspiracy and/or joint venture, and rendered substantial assistance and encouragement to
7 the other Defendants, knowing that their conduct was wrongful and/or unlawful.

8 **IV. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

9 **A. Control of the Aircraft that Crashed**

10 10. At all times relevant herein the aircraft that crashed killing decedent
11 ANDREW INGRAM was a Cessna 310R twin engine airplane with registration number
12 N5225J. Defendants AIR UNIQUE, INC. and/or DOUGLAS BOURN were the owners
13 of the aircraft at all times relevant.

14 11. Defendants AIR UNIQUE, INC. and/or DOUGLAS BOURN performed,
15 authorized and/or entrusted the overhaul, repairs, inspections, maintenance, certification
16 and servicing of the Cessna 310R aircraft at all relevant times prior to this crash.

17 **B. The Crash of the Cessna 310R**

18 12. The morning of February 17, 2010 decedent ANDREW INGRAM along
19 with another passenger boarded the Cessna 310R aircraft at the Palo Alto Municipal
20 Airport. The commercial pilot in control of the aircraft that morning was Defendant
21 BOURN.

22 13. Prior to taking off that morning, BOURN filed a flight plan with an
23 intended destination of Southern California. Communications with the air traffic
24 controllers reveal that BOURN confirmed his flight plan and was instructed to **TURN**
25 **RIGHT** within one mile of taking off from the airport runway. At that time, BOURN
26 knew that the airport and surrounding area was shrouded in dense fog, with visibility
27 limited to 1/8th of a mile. BOURN was further warned – **on two separate occasions** –
28 by an air traffic controller at the Palo Alto Municipal Airport that he was **not cleared for**

1 **take-off** because **“the runway was not visible, so the release [for take-off] was ‘at**
2 **your own risk”**. **BOURN replied “OK”**.

3 14. Within moments of take-off the airplane with BOURN at the controls
4 **TURNU LEFT**, contrary to instructions, whereupon the airplane struck high voltage
5 power lines, toppled a 60 foot tall tower and split into pieces with parts of the aircraft
6 smashing into homes and adjacent structures in a nearby residential neighborhood of East
7 Palo Alto. All aboard the airplane were killed, including the passenger ANDREW
8 INGRAM, decedent herein.

9 **V. FIRST CAUSE OF ACTION**

10 **NEGLIGENCE**

11 **(Against Defendants AIR UNIQUE, INC. and DOUGLAS BOURN)**

12 15. Plaintiffs hereby reallege and incorporate by reference each and every
13 allegation contained hereinabove, as if fully set forth in detail herein.

14 16. At all relevant times mentioned herein, Defendants AIR UNIQUE, INC.,
15 DOUGLAS BOURN and DOES 1 through 10, inclusive, were the owners and/or
16 operators of the aircraft described in paragraph 6, above.

17 17. At all times relevant herein, Defendants AIR UNIQUE, DOUGLAS
18 BOURN and DOES 1 through 10, so negligently, carelessly, unlawfully, recklessly and/or
19 wantonly exercised responsibility for the ownership, maintenance, service, inspection,
20 repair, overhaul, certification, training, experience and/or operation of the aircraft
21 described hereinabove, so as to cause the airplane to crash on February 17, 2010.

22 18. As a direct and legal result of the wrongful conduct hereinabove set forth,
23 ANDREW INGRAM, a passenger aboard the aircraft was killed on February 17, 2010.

24 19. As a direct and legal result of the premises, Plaintiffs PAUL and
25 BARBARA INGRAM have suffered general damages resulting from the loss of love,
26 companionship, comfort, affection, society, solace, and moral support of their son in an
27 amount to be shown according to proof at the time of trial, and beyond the jurisdictional
28 minimum of this Court.

