

[Products Liability Law Daily Wrap Up, STATUTES OF LIMITATIONS AND REPOSE—AIRCRAFT AND WATERCRAFT—E.D. Pa.: Aircraft engine maker's attempt to dodge verdict against it in plane crash suit fails, \(Jun. 30, 2017\)](#)

Products Liability Law Daily Wrap Up

[Click to open document in a browser](#)

By Georgia D. Koutouzos, J.D.

A jury's \$2.8-million damages award favoring the widow and minor child of a U.S. Forest Service employee who had died in an airplane crash has withstood a challenge by the manufacturer of the plane's engine, a federal court in Pennsylvania determined, denying the company's motion for judgment as a matter of law based on the General Aviation Revitalization Act's 18-year statute of repose as well as the company's contention that the plaintiffs' claims failed because they did not prove that an exhaust valve guide's allegedly deficient material hardness had caused the engine cylinder into which the guide had been inserted to fail ([Snider v. Sterling Airways, Inc.](#), June 28, 2017, Joyner, J.).

A single-engine Cessna aircraft crashed following a total engine failure as the plane was preparing to land, killing the pilot and his two passengers, both of whom were employees of the U.S. Forest Service who had been conducting an aerial deforestation survey. The flight was conducted pursuant to a charter contract between the Forest Service and the plane's owner, Sterling Airways, Inc., and the ill-fated aircraft had been manufactured in 1973 and was equipped with a Continental Motors, Inc. engine that had been last overhauled in 2004.

The estates of the three decedents filed suits against the plane's owner and Continental Motors, alleging claims for negligence, gross negligence, recklessness and/or strict liability on the part of the defendants in, among other things, the manufacturing, maintenance, and operation of the aircraft, its engine, and its component parts. Two of the suits settled prior to trial but the third—on behalf of one of the deceased Forest Service employees—went to trial. The jury returned a nearly \$2.8-million verdict for the deceased man's representatives and against the engine manufacturer only [see *Products Liability Daily's* February 24, 2017 [analysis](#)]. Although the aircraft owner was found to have breached its contract with the Forest Service and to have been negligent, the jury found that the owner's negligence and breach were not actual causes of the accident.

Thereafter, the engine manufacturer filed a motion for judgment as a matter of law, asserting that: (1) there was no legally sufficient basis for a reasonable jury to find that the company had "manufactured" a new component or part that caused the accident under the "rolling provision" of the General Aviation Revitalization Act of 1994; and/or (2) the plaintiffs' claims failed under GARA and Pennsylvania tort law because they failed to prove that the No. 2 exhaust valve guide's allegedly deficient material hardness had caused the engine cylinder in which the guide had been inserted to fail.

GARA applicability. According to the engine maker, there was no legally sufficient basis upon which the jury could find that the company had manufactured a new component or part that in fact had caused the accident so as to fall within the scope of GARA's "rolling provision," which extends the statute's 18-year repose period "with respect to any new component, system, subassembly, or other part which replaced another component, system, subassembly, or other part originally in, or which was added to, the aircraft, and which is alleged to have caused ... death, injury, or damage." As such, because it had made the at-issue engine more than 18 years before the accident, the company maintained that the plaintiffs' claims against it were time-barred under GARA.

In reviewing the trial record of the case, however, the court found that the decedent's representatives produced sufficient documentary and testimonial evidence at trial that Continental Motors had manufactured a replacement part—the No. 2 exhaust valve guide—that had been installed in a cylinder in the ill-fated aircraft's engine

some six years prior to the crash so as to fall within the applicability of GARA's rolling provision. Consequently, inasmuch as Continental Motors was the manufacturer of the component that caused the accident, GARA's rolling provision was properly applied and the claims against the company were not barred.

Exhaust valve defect. Furthermore, the court found no merit to the engine maker's contention that the representatives' claims failed under GARA and Pennsylvania tort law because they had not proved that the No. 2 exhaust valve guide's allegedly deficient material hardness had caused the engine cylinder to fail. Viewing the evidence in the light most favorable to the plaintiffs as non-movants and giving them the benefit of every fair and reasonable inference, the expert testimony adduced at trial was more than sufficient to have enabled the jury to find that the No. 2 valve guide that was in the No. 2 cylinder was not in compliance with its own hardness specifications and that it was because the component did not meet the requisite hardness threshold that it wore prematurely and ultimately fractured and failed. Therefore, Continental Motor's motion for judgment as a matter of law was denied.

The case is No. [13-CV-2949](#).

Attorneys: John R. Merinar Jr. (Step toe & Johnson PLLC) for Elizabeth C. Snider. Jeffrey W. Moryan (Connell Foley LLP) for Sterling Airways, Inc. Leigh Woodruff (Skinner Law Group) for Continental Motors, Inc.

Companies: Sterling Airways, Inc.; Continental Motors, Inc.

Cases: [CourtDecisions](#) [SofLReposeNews](#) [DefensesLiabilityNews](#) [SCLIssuesNews](#) [DesignManufacturingNews](#) [EvidentiaryNews](#) [AircraftWatercraftNews](#) [PennsylvaniaNews](#)