

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

YARAI SI SANTISO MOREJON,	)	
individually as survivor and putative	)	
Personal Representative of the ESTATE	)	
OF YOEL RODRIGUEZ NARANJO,	)	
	)	
Plaintiffs,	)	Case
	)	
v.	)	JURY TRIAL DEMANDED
	)	
AMAZON.COM, INC.; AMAZON.COM	)	
SERVICES, LLC, d/b/a “Amazon Air	)	
Cargo”; 21 AIR LLC, AVIA	)	
ACQUISITION, LLC; AVIA	)	
INVESTMENTS, LLC; ANDROMEDA	)	
LEASING II LLC; ATLAS AIR	)	
WORLDWIDE HOLDINGS, INC.;	)	
TITAN AVIATION LEASING	)	
LIMITED—AMERICAS, INC.;	)	
JOSEPH CARROLL; and JAMIE	)	
FELIPE SILVA MOLINA	)	
	)	
Defendants.	)	
	)	
	)	
	)	

PLAINTIFF’S COMPLAINT

COMES NOW Plaintiff, YARAI SI SANTISO MOREJON., individually as survivor and putative Personal Representative of the ESTATE OF YOEL RODRIGUEZ NARANJO, through her undersigned counsel, and files this Complaint for damages against AMAZON.COM, INC.; AMAZON.COM SERVICES, LLC, d/b/a “Amazon Air Cargo”; 21 AIR LLC, AVIA ACQUISITION, LLC; AVIA INVESTMENTS, LLC; ANDROMEDA LEASING II LLC; ATLAS AIR WORLDWIDE HOLDINGS, INC; TITAN AVIATION LEASING LIMITED—

AMERICAS, INC.; JOSEPH CARROLL; and JAMIE FELIPE SILVA MOLINA for the causes of action stated herein and pursuant to the Florida Wrongful Death Act. In support thereof, Plaintiff states as follows:

INTRODUCTION TO THE CASE

1. This is an action for wrongful death arising from the catastrophic crash of Amazon Prime Air Flight 7598 on September 6, 2026, at Miami International Airport, Miami-Dade County, Florida. The crash killed five innocent people and seriously injured five others, three critically. The victims were airport workers and a motorist on a public road—people who had every reason to believe they were safe. They were not.

2. At approximately 1:53 p.m. Eastern Time, a Boeing 767-300 freighter, tail number N1997A, operated by Defendant 21 Air, LLC under contract with Defendants Amazon.com, Inc. and Amazon.com Services LLC (collectively "Amazon"), overran Runway 30 at Miami International Airport. The aircraft plowed through a cleaning crew van and vehicles on and adjacent to airport property, killing five individuals and igniting a catastrophic fire. A photo of the Amazon branded plane after the incident is provided below:



3. This disaster was not an unavoidable accident. It was the foreseeable and preventable result of multiple, concurrent failures: pilot error by Defendants Josph Carroll and Jamie Felipe Silva Molina in attempting a high-speed, tailwind-affected landing while failing to execute a mandatory go-around; a systemic failure by Defendants Amazon and 21 Air to ensure adequate pilot training, fitness, and sound aeronautical decision-making; the deployment of a 32-year-old aircraft by all pertinent Defendants whose braking, thrust reverser, and spoiler systems are under active NTSB investigation. Each of these failures, standing alone, was sufficient to cause death. Together, they were catastrophic.

4. Plaintiff brings this action pursuant to Florida's Wrongful Death Act, § 768.16–768.26, Florida Statutes, and seeks all available compensatory damages, and will later amend, if appropriate, to seek punitive damages

THE PARTIES, JURISDICTION AND VENUE

5. This is a wrongful-death action for damages in excess of Fifty Thousand Dollars (\$50,000.00) exclusive of interest, costs, and attorney's fees. Plaintiff pleads this amount solely as an indication of this Court's required jurisdictional amount in controversy, *see* § 34.01(1)(c)(3), Fla. Stat. The actual damages awardable here will be determined by a jury consistent with article I, sections 21-22 of the Florida Constitution and Plaintiff's fundamental rights of access to courts and trial by jury.

6. The incident described herein took place in Miami Dade County, and this Court has jurisdiction and venue. *See* §§ 47.011, 47.021, 47.051, Fla. Stat.

7. **Plaintiff Yaraishi Santiso Morejon** is the surviving spouse and putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, Decedent. Ms. Morejon is a Florida citizen.

8. **Decedent Yoel Rodriguez Naranjo** was a Florida citizen who was killed on September 6, 2026, as a direct and proximate result of Defendants' negligence.

A. Amazon Defendants

9. **Defendant Amazon.com, Inc. ("Amazon Inc.")** is a Delaware corporation with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. Amazon.com Inc. may be served with process through its registered agent Corporation Services Company LLC at 1201 Hays St., Tallahassee, Florida 32301.

10. **Defendant Amazon.com Services LLC ("Amazon LLC")** is a Delaware limited liability company with its principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. Amazon.com Inc. may be served with process through its registered agent Corporation Services Company LLC at 1201 Hays St., Tallahassee, Florida 32301.

11. Defendants Amazon.com Inc. and Amazon.com LLC will occasionally be referred to collectively as the “**Amazon Defendants.**”

12. This Court is authorized under Florida law to exercise personal jurisdiction over the foreign Amazon Defendants pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein arise out of the Amazon Defendants:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either
 - (i) the Amazon Defendants were engaged in solicitation or service activities within

Florida, or (ii) products, materials, or things processed, serviced, or manufactured or distributed by the Amazon Defendants anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

13. This Court further has the constitutional authority to exercise personal jurisdiction over the Amazon Defendants because the Amazon Defendants purposefully availed themselves of the Florida forum by establishing a distribution network within Florida at the Miami International Airport to distribute and import millions of goods using air travel from across the world that it they collectively controlled and coordinated. The causes of action herein arise directly from that conduct and exercising jurisdiction over the Amazon Defendants is consistent with the traditional notions of fair play and substantial justice. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021); *Walden v. Fiore*, 571 U.S. 277 (2014); *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873 (2011); *Asahi Metal Indus. Co. v. CA Super. Ct.*, 480 U.S. 102 (1987).

B. 21 Air Defendants.

14. **Defendant 21 Air LLC, (“21 Air”)** is a North Carolina limited liability company with its principal place of business located at 6505 Waterford District Drive, Suite 400, Miami, FL 33126. Defendant 21 Air may be served with process through its registered agent Olga Guerra, 6505 Waterford District Drive, Suite 400, Miami, Florida 33126.

15. **Defendant Avia Acquisition, LLC (“Avia Acquisition”)** is a Delaware limited liability company. Avia Acquisition may be served with process through its registered agent the Corporate Creations Network, Inc. at 1521 Concord Pike Suite 201, Wilmington, DE 19803.

16. **Defendant Avia Investments, LLC (“Avia Investments”)** is a Delaware limited liability company. Avia Investments may be served with process through its registered agent the Corporate Creations Network, Inc. at 1521 Concord Pike Suite 201, Wilmington, DE 19803.

17. Defendants 21 Air LLC, Avia Acquisition and Avia Investments will sometimes be collectively referred to as the “**21 Air Defendants.**”

18. This Court is authorized under Florida law to exercise personal jurisdiction over the foreign 21 Air Defendants pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein arise out of the 21 Air Defendants:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) the 21 Air Defendants were engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured or distributed by the 21 Air Defendants anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

19. This Court further has the constitutional authority to exercise personal jurisdiction over the 21 Air Defendants because the 21 Air Defendants purposefully availed themselves of the Florida forum by establishing a distribution network within Florida at the Miami International Airport to distribute and import millions of goods using air travel from across the world that it controlled and coordinated. This includes employing, training and providing pilots to fly freight into Miami International Airport. The causes of action herein arise directly from that conduct and exercising jurisdiction over the 21 Air Defendants is consistent with the traditional notions of fair play and substantial justice. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S.

351 (2021); *Walden v. Fiore*, 571 U.S. 277 (2014); *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873 (2011); *Asahi Metal Indus. Co. v. CA Super. Ct.*, 480 U.S. 102 (1987).

C. Atlas Defendants.

20. **Defendant Andromeda Leasing, II LLC (“Andromeda”)** is a Delaware limited liability company. Defendant Andromeda may be served with process through their registered agent Corporation Services Company at 251 Little Falls Drive, Wilmington, DE 19808.

21. **Defendant Atlas Air Worldwide Holdings, Inc. (“Atlas”)** is a Delaware corporation with its principal place of business in White Plains, New York. Defendant Atlas may be served with process through their registered agent Corporation Services Company at 251 Little Falls Drive, Wilmington, DE 19808.

22. **Defendant Titan Aviation Leasing Limited-Americas, Inc. (“Titan”)** is a Delaware corporation with its principal place of business in White Plains, New York. Defendant Titan may be served with process through their registered agent CT Corporation System at 1200 South Pine Island Road, Plantation Florida 33324.

23. Defendants Andromeda, Atlas, and Titan may be referred to collectively as the **“Atlas Defendants.”**

24. This Court is authorized under Florida law to exercise personal jurisdiction over the foreign Atlas Defendants pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein arise out of the Atlas Defendants:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or

- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) the Atlas Defendants were engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured or distributed by the Atlas Defendants anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

25. This Court further has the constitutional authority to exercise personal jurisdiction over the Atlas Defendants because the Atlas Defendants purposefully availed themselves of the Florida forum by establishing a distribution network within Florida at the Miami International Airport to distribute and import millions of goods using air travel from across the world that it controlled and coordinated. This includes leasing, servicing, maintaining, retrofitting and otherwise facilitating the use of aircrafts that they lease to others within Florida. The causes of action herein arise directly from that conduct and exercising jurisdiction over the Atlas Defendants is consistent with the traditional notions of fair play and substantial justice. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021); *Walden v. Fiore*, 571 U.S. 277 (2014); *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873 (2011); *Asahi Metal Indus. Co. v. CA Super. Ct.*, 480 U.S. 102 (1987).

D. Pilot Defendants.

26. **Defendant Joseph Carroll** was the pilot and captain of Flight 7598 and is a resident and/or citizen of Lafayette, Colorado. Joseph Carroll may be served with process personally.

27. This Court is authorized under Florida law to exercise personal jurisdiction over the foreign Defendant Joseph Carroll pursuant to the Florida Long-Arm Statute, Fla. Stat. §§

48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein arise out of the Defendant Joseph Carroll:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either
 - (i) Defendant Joseph Carroll was engaged in solicitation or service activities within Florida.

28. This Court further has the constitutional authority to exercise personal jurisdiction over Defendant Joseph Carroll because Defendant Joseph Carroll purposefully availed themselves of the Florida forum by agreeing to fly into and out of Miami International Airport. During his trip back to Miami International Airport, Defendant Joseph Carroll negligently performed his duties which he knew or should have known would place life and property within the State of Florida at direct risk of harm. The causes of action herein arise directly from that conduct and exercising jurisdiction over Defendant Joseph Carroll is consistent with the traditional notions of fair play and substantial justice. *See, e.g., Walden v. Fiore*, 571 U.S. 277 (2014) (personal jurisdiction over individual defendant would have been proper in Georgia regarding conduct that took place at Atlanta Hartsfield International Airport but was improper in Nevada).

29. **Defendant Jaime Felipe Silva Molina** was the co-pilot of Flight 7598 and is a resident of Miami Gardens, Florida and a citizen of the State of Florida or, alternatively, a subject of a foreign state lawfully residing as a permanent resident of the United States of America with his domicile in the State of Florida. Defendant Jaime Felipe Silva Molina may be served with

process personally in this jurisdiction and is subject to specific and general personal jurisdiction in his home/domicile State of Florida. *See, e.g., Burnham v. CA Super. Ct.*, 495 U.S. 604 (1990); *Milliken v. Meyer*, 311 U.S. 457 (1940).

30. This Court has personal jurisdiction over Defendant Jaime Felipe Silva Molina because he is a Florida resident.

31. Defendants Joseph Carroll and Jamie Felipe Silva Molina will occasionally be referred to collectively as the “**Pilot Defendants.**”

THE AMAZON AIR NETWORK

32. Amazon Air is a cargo airline network operated through a system of contracted air carriers. Amazon.com Services LLC contracts with freight carriers to operate flights using aircraft that in many instances are owned by Amazon-affiliated entities or leased through Amazon-connected lessors, including the Atlas Defendants. The network includes over 100 aircraft operating more than 250 daily flights, generating billions of dollars in revenue for Amazon, including, but not limited to, thousands of annual flights into and out of Florida, specifically at Miami International Airport and Lakeland Linder Hub.

33. In November 2024, Amazon Services and 21 Air entered into an agreement under which 21 Air would operate seven Boeing 767-300 freighters for Amazon's cargo network. Under the operative commercial agreement, Amazon Services supplied or controlled the aircraft, provided or paid for fuel, directed cargo loading and unloading, dictated flight schedules, and set safety and performance standards to which 21 Air was required to adhere. Amazon effectively had the power to hire and fire 21 Air as its operator.

34. Aircraft N1997A was registered to Andromeda Leasing II LLC, which was owned by Defendant Titan, which itself is owned by Defendant Atlas. The Atlas Defendants collectively

were responsible for leasing an aircraft that was properly maintained and safe for use. Upon information and belief, Defendant Atlas played a direct role in the acquisition, maintenance schedules, conversion-to-freight service, leasing and servicing of Aircraft N1997A. Upon information and belief, Defendant Titan played a direct role in the acquisition, maintenance schedules, conversion-to-freight service, leasing and serving of Aircraft N1997A. Upon information and belief, Aircraft N1997A is technically owned by Defendant Andromeda who is controlled or managed by or in conjunction with the other Atlas Defendants.

35. The aircraft was leased or sub-leased to Amazon or Amazon-affiliated entities, and from there made available to 21 Air for use transporting Amazon Air freight. In its August 2016 announcement introducing the first Amazon-branded Prime Air aircraft—reported as Boeing 767 N1997A—Amazon presented the lease program as a customer-service and network-capacity initiative rather than an acquisition of an in-house airline: it said it had agreements to lease 40 dedicated cargo aircraft, with the branded aircraft debuting in Seattle’s Seafair air show before entering service, and described the fleet as supporting faster and more reliable package delivery as Amazon expanded its transportation network.

36. N1997A was a Boeing 767-33AER (BDSF), serial number 27310, originally manufactured in 1994 and delivered to Belgian charter carrier Sobelair. Over the following two decades it operated for Vietnam Airlines, Air Europa, Kenya Airways, Russian carrier Nordwind, and others before being placed in storage. It was, in short, a worn out, 32-year-old airframe that had been passed from operator to operator across continents.

37. In late 2015, N1997A was ferried to Tel Aviv, Israel, where Israel Aerospace Industries' Bedek division converted it from a passenger aircraft to a freighter under the "Bedek

Special Freighter" (BDSF) program. It entered cargo service with Atlas Air in August 2016, painted in Amazon Prime Air colors—making it one of the first aircraft to bear Amazon's livery.

38. In January 2025, N1997A was transferred from Atlas Air's operation to 21 Air, its seventh commercial operator. At the time of the September 6, 2026 crash, the airframe was 32 years old and had logged thousands of flight cycles across multiple operators and two continents. The Amazon Defendants, 21 Air Defendants and Atlas Defendant each continued to engage in an ongoing relationship with respect to flight scheduling, crew scheduling, maintenance, servicing, as well as coordinating with the co-Defendants on the steps needed to ensure that the aircraft would remain in an airworthy condition at all times.

39. Importantly, because this Boeing 767 was a large commercial aircraft used for cargo purposes (and previously commercial passenger purposes) the statute of repose that aviation defendants often rely on under the General Aviation Revitalization Act of 1994, Pub. L. No. 103-298, 108 Stat. 1552, codified at 49 U.S.C. § 40101, Note, does NOT apply here.

40. Furthermore, the Amazon Defendants contracted with the 21 Air Defendants despite clear violations that they knew or should have known were occurring. Specifically, before the subject crash, former 21 Air employees had raised safety complaints and alleged that 21 Air was engaged in a culture of substandard practices that fell well below the prevailing standard of care of a reasonable air carrier. This included reports that 21 Air had a practice of suppressing safety reports, pushing crew to fly without proper rest, staffing pilots who could not communicate safety in English and placing planes that were not airworthy into the sky despite knowledge of ongoing problems with such planes.

41. Upon information and belief, the Amazon Defendants knew or, through the exercise of reasonable care in selecting, retaining, supervising, auditing, and contracting with their air-cargo

operators, should have known of 21 Air's reported safety deficiencies, its safety-related complaints, and the risks those deficiencies posed to persons and property on and adjacent to airport operations.

42. Similarly, the Atlas Defendants knew or should have known the same and negligently leased the plane to the 21 Air Defendants despite this ongoing violative conduct.

FACTUAL ALLEGATIONS

43. On September 6, 2026, at approximately 11:42 a.m. Atlantic Standard Time, Flight 7598 departed Luis Muñoz Marín International Airport (SJU) in San Juan, Puerto Rico, with two flight crew members and a cargo load bound for Miami.

44. Flight 7598 was conducted utilizing Aircraft N1997A. Aircraft N1997A is a Boeing 767-33AER(BDSF), serial number 27310, originally manufactured in 1994 and delivered to Belgian charter carrier Sobelair and subsequently retrofitted for cargo use.

45. The Atlas Defendants acquired Aircraft N1997A for the purpose of leasing the aircraft to the Amazon Defendants and the 21 Air Defendants.

46. The 21 Air Defendants leased Aircraft N1997A from the Atlas Defendants for the purpose of conducting freight shipments on behalf of the Amazon Defendants and at the behest of the Amazon Defendants.

47. The 21 Air Defendants also employed, certified and trained the Pilot Defendants and provided them with Aircraft N1997A for the purpose of conducting Flight 7589.

48. Flight 7598 on September 6, 2026, was N1997A's third revenue trip of the day, having previously operated Cincinnati–Miami and Miami–San Juan. The crew and aircraft had already logged multiple hours and two takeoff and landing cycles before the fatal approach to Miami.

49. At approximately 1:53 p.m. Eastern Time, Flight 7598 made its approach to Runway 30 at Miami International Airport. At the time of approach, weather conditions at MIA included southerly tailwinds and thunderstorm activity in the area. A tailwind landing of this magnitude is among the most hazardous conditions a flight crew can encounter, demanding heightened situational awareness, strict adherence to stabilized approach criteria, and an unwavering readiness to execute a go-around. Runway 30 is 9,360 feet in total length and is the shortest runway at Miami International Airport.

50. ADS-B flight tracking data establishes that as Flight 7598 descended through 500 feet altitude, it was traveling at a groundspeed of approximately 183 knots (approximately 210 mph). The aircraft crossed the runway threshold at approximately 180 knots groundspeed. The normal approach reference speed (V_{ref}) for a Boeing 767-300 freighter under typical conditions is approximately 135–140 knots. Flight 7598 was traveling at more than 40 knots above V_{ref} . Social media video of the landing confirms the aircraft floated above the runway for an extended period without the standard nose-flare maneuver, burning through critical stopping distance while still airborne.

51. Rather than touching down at or near the standard 1,000-foot aiming point on Runway 30, Flight 7598 touched down at approximately 167 knots groundspeed with only approximately 5,000 feet of paved runway surface remaining—approximately 4,000 feet past the intended touchdown zone. The crew did not declare an emergency. The crew did not attempt a go-around. The aircraft floated past any reasonable point at which a safe stop could be executed.

52. Flight 7598 exited the far end of Runway 30 leaving the Miami International Airport and crossing into a public street. No emergency was declared by the flight crew prior to the runway excursion. No emergency services were pre-positioned to protect the public.

53. After departing the paved runway surface, the aircraft traveled approximately 1,300 feet beyond the runway end. The aircraft first struck a 2012 white Ford Econoline van carrying seven individuals employed by Professional Ocean Service Corp., an aircraft cleaning company operating within the airport perimeter pursuant to an MDAD access permit. The aircraft then continued through the airport perimeter fence and struck a Toyota Corolla Cross LE SUV traveling on Northwest 67th Avenue, a public roadway.

54. The collision was catastrophic. Five individuals were killed and five others were seriously injured, three critically. The aircraft, weighing approximately 300,000 pounds, struck the occupied vehicles. NTSB Chairwoman Jennifer Homendy described the scene as one of "utter devastation" and noted the Ford van had been "torn apart." The aircraft caught fire following the collision. Fuel leaked from the aircraft for hours.

55. Miami-Dade Fire Rescue deployed more than 60 units and 200 personnel. The aircraft's pilots were trapped in the cockpit. Occupants of the vehicles required specialized technical rescue to be extracted. All five individuals who died were occupants of the two vehicles the aircraft struck. None of the decedents had any ability to anticipate, avoid, or protect themselves from what was coming.

56. Upon information and belief, due to the negligent acts of the Defendants, Aircraft N1997A was not airworthy on the date of the incident and had been improperly designed, serviced or maintained in an otherwise defective and unreasonably dangerous condition.

57. Upon information and belief, due to unreasonable decisions of the Defendants, required maintenance was deferred on critical flight systems and these deferrals caused or contributed to the defective and dangerous condition of Aircraft N1997A at the time of the incident.

58. Upon information and belief, the defective and unreasonably dangerous condition of the Aircraft N1997A was a proximate cause of the incident and the failure of the aircraft to properly perform the landing in a safe manner.

59. Upon information and belief, the 21 Air Defendants, Atlas Defendants, and Amazon Defendants knew or should have known that Aircraft N1997A was unfit for service and needed to be removed and remediated before additional flight hours were logged on Aircraft N1997A.

60. Further, the 21 Air Defendants and Amazon Defendants were charged with training, instructing, supervising and managing the Pilot Defendants.

61. Upon information and belief, the 21 Air Defendants repeatedly violated the standard of care and applicable aviation industry rules on workload, competency reviews, and training of its pilots, ground crew personnel and other employees.

62. Upon information and belief, the 21 Air Defendants knew or should have known that the Pilot Defendants were unfit to fly Aircraft N1997A due to their poor training, overloaded work schedule and lack of competency.

63. Upon information and belief, the 21 Air Defendants knew or should have known that Aircraft N1997A was unfit for use on the day of the incident due to the unreasonably dangerous condition of the airplane.

64. Upon information and belief, the Amazon Defendants were aware of the violative conduct of the 21 Air Defendants and unreasonably chose to enlist them as their air freight provider and to use Aircraft N1997A despite the fact they knew or should have known that the practices and policies of the 21 Air Defendants posed a risk to bystanders and the Pilot Defendants themselves.

65. The 21 Air Defendants and Amazon Defendants negligently trained, instructed and supervised the Pilot Defendants and otherwise provided the Pilot Defendants with Aircraft N1997A despite the fact that the 21 Air Defendants and Amazon Defendants knew that the Pilot Defendants were unfit for service and presented an ongoing danger to themselves and the public when piloting Aircraft N1997A.

66. Upon information and belief, the Atlas Defendants were aware of the violative conduct of the 21 Air Defendants and unreasonably chose to entrust them with Aircraft N1997A despite the fact they knew or should have known that the practices and policies of the 21 Air Defendants posed a risk to bystanders and the Pilot Defendants themselves.

67. Plaintiff sues each of the Defendants for their respective negligence which were each a substantial contributing cause of the accident and the death of the Decedent. Plaintiff seeks all available damages under the Florida Wrongful Death Act for the aforementioned breaches of care and, as noted above, will later move, if appropriate, to also seek punitive damages under § 768.72, Florida Statutes.

CAUSES OF ACTION

COUNT I—WRONGFUL DEATH, NEGLIGENCE **(against the Amazon Defendants)**

68. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

69. Amazon Defendants owed Decedent a duty of reasonable care when carrying out and managing air freight services using Aircraft N1997A, which it had selected, provided and coordinated the use of for their logistics needs.

70. Amazon also undertook the vetting and selection of air freight service providers as part of its ordinary business and owed a duty to use reasonable care in selecting a competent and safe air freight service provider.

71. Amazon Defendants exercised substantial direction and control over 21 Air's operation of Flight 7598, including by: owning or controlling the aircraft through Andromeda or affiliated entities; supplying and paying for aircraft fuel; directing cargo loading and unloading procedures; controlling flight scheduling, route selection, and daily aircraft utilization; establishing safety compliance requirements applicable to 21 Air's operations; and otherwise retaining the right to control the manner and method of 21 Air's flight operations. The Amazon Air brand, prominently displayed on N1997A, further cemented the agency relationship in the eyes of the public.

72. 21 Air acted as Amazon Defendant's agent, servant, or contractor subject to Amazon Inc.'s retained right of control, and Amazon Defendants are vicariously liable for the negligent acts and omissions of 21 Air's employees under the doctrines of respondeat superior, principal-agent liability, and/or non-delegable duty.

73. Upon information and belief, the 21 Air Defendants had received or should have received notice of significant safety concerns before the subject crash. Former 21 Air employees had raised safety complaints and alleged violations of the applicable standard of care expected of a reasonable air carrier. Those reported concerns placed the 21 Air Defendants on actual or constructive notice that deficiencies in their safety-management system, maintenance and inspection practices, training, supervision, and/or flight operations created an unreasonable risk of a catastrophic aircraft occurrence. The 21 Air Defendants nevertheless failed to timely investigate, correct, and prevent the unsafe conditions and practices within their control.

74. Upon information and belief, Amazon was aware of the issues with 21 Air as a result of its relationship and/or ownership interest in 21 Air and should have been aware of these problems had they used ordinary care when selecting 21 Air as their air freight service provider.

75. The Amazon Defendants owed a duty to exercise reasonable care to ensure that 21 Air was competent in their ownership, possession, maintenance, inspection, dispatch, crew selection, supervision, and operation of the subject aircraft. The Amazon Defendants breached that duty by, among other things, contracting with the 21 Air Defendants despite the fact the Amazon Defendants knew or should have know of the 21 Air Defendants failures to remedy known or reasonably discoverable safety deficiencies; failures to maintain and enforce adequate safety-management, maintenance, inspection, training, and operational-control procedures; and prior history of allowing the aircraft to be operated in an unsafe condition and/or manner. As a direct and proximate result, the aircraft overran the runway, left the airfield, and struck the occupied vehicle, causing the injuries, deaths, and damages alleged herein

76. Alternatively and additionally, the Amazon Defendants are liable under the doctrine of apparent agency because: (a) Amazon aircraft bear the Amazon Prime Air logo and branding prominently on the fuselage; (b) Amazon publicly represents and markets the service as "Amazon Air," creating the reasonable impression that the Amazon Defendants own employees and agents are operating the flights; and (c) members of the public and those with whom Amazon interacted in connection with this flight reasonably relied on Amazon's representations and branding.

77. The Amazon Defendants independently breached direct duties of care it owed to Decedent and the public, including:

- a. The duty to select, monitor, oversee, and retain only competent, adequately trained, and properly equipped contracted carriers to operate its cargo network;
- b. The duty to establish, enforce, and audit safety standards and training requirements applicable to all carriers operating under the Amazon Air brand;
- c. The duty to ensure that aircraft it owned, controlled, or supplied were airworthy and properly maintained throughout their service lives; and
- d. The duty to ensure that scheduling practices and operational pressures imposed on contracted carriers—including multi-leg daily schedules under adverse conditions—did not compromise flight safety

78. Amazon.com Defendants breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso Morejon individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against the Amazon Defendants for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable

COUNT II—WRONGFUL DEATH, NEGLIGENT ENTRUSTMENT
(against the Amazon Defendants)

79. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

80. At all relevant times, the Amazon Defendants possessed, controlled, leased, chartered, furnished, and/or otherwise had the right to authorize use of the subject aircraft.

81. The Amazon Defendants entrusted possession, custody, operation, and/or control of the subject aircraft to the 21 Air Defendants and/or their pilots, agents, servants, employees, and representatives pursuant to a lease, charter, operating arrangement, or other agreement.

82. At the time of the entrustment, the 21 Air Defendants and/or the individuals authorized by them to operate the aircraft were incompetent, unqualified, inadequately trained, inadequately supervised, unsafe, and/or otherwise unfit to possess, manage, maintain, and operate the subject aircraft safely.

83. The Amazon Defendants knew, or in the exercise of reasonable care should have known, that the 21 Air Defendants and/or the persons to whom operation of the aircraft was entrusted were incompetent or unfit. This knowledge included, but was not limited to, actual or constructive knowledge of prior safety complaints, alleged inadequate safety-management practices, deficient maintenance and inspection practices, deficient training or operational supervision, and other facts demonstrating a material risk that the aircraft would be operated unsafely.

84. The Amazon Defendants knew or should have known that entrusting a 200,000 lb plane that can be filled with up to 116,000 lbs of fuel to a negligent operator would pose a risk to innocent bystanders anywhere near the vicinity of the airplane.

85. Despite that knowledge, the Amazon Defendants negligently entrusted the subject aircraft to the 21 Air Defendants and/or permitted them to operate, manage, maintain, crew, dispatch, and control the aircraft.

86. The Amazon Defendants had a duty to exercise reasonable care before entrusting an aircraft capable of causing catastrophic harm to another entity or person, including a duty to use reasonable care to determine whether the proposed operator was competent, qualified, properly certificated, adequately trained and supervised, and reasonably capable of safely operating and maintaining the aircraft.

87. The Amazon Defendants breached that duty by, among other things:

- a. Leasing, furnishing, or otherwise entrusting the aircraft to an incompetent or unfit operator;
- b. Failing to conduct adequate pre-entrustment due diligence concerning the 21 Air Defendants' safety record, qualifications, training, maintenance practices, operational controls, and competency;
- c. Failing to investigate, address, or require correction of known or reasonably discoverable safety deficiencies;
- d. Failing to require adequate safety, maintenance, inspection, training, supervision, and operational-control measures as a condition of the lease, charter, or operating arrangement;
- e. Failing to monitor compliance with safety-related contractual and competency after entrusting the aircraft; and
- f. Permitting continued use of the aircraft after acquiring, or when it should have acquired, knowledge of facts demonstrating that the 21 Air Defendants and/or their personnel presented an unreasonable risk of harm.

88. As a direct and proximate result of the Amazon Defendants' negligent entrustment, the subject aircraft was operated, maintained, controlled, and/or landed in an unsafe manner; overran the runway; left the runway and airport area; and struck the vehicle occupied by Decedent.

89. The Amazon Defendants breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso Morejon individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against the

Amazon Defendants for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

COUNT III—WRONGFUL DEATH, NEGLIGENCE
(against the 21 Air Defendants)

90. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

91. 21 Air Defendants leased Aircraft N1997A and serviced Flight 7598.

92. 21 Air Defendants also provided the training and certification of the Pilot Defendants and otherwise provided them with Aircraft N1997A to conduct Flight 7598.

93. Upon information and belief, the 21 Air Defendants had received or should have received notice of significant safety concerns before the subject crash. Former 21 Air employees had raised safety complaints and alleged violations of the applicable standard of care expected of a reasonable air carrier. Those reported concerns placed the 21 Air Defendants on actual or constructive notice that deficiencies in their safety-management system, maintenance and inspection practices, training, supervision, and/or flight operations created an unreasonable risk of a catastrophic aircraft occurrence. The 21 Air Defendants nevertheless failed to timely investigate, correct, and prevent the unsafe conditions and practices within their control.

94. The 21 Air Defendants owed a duty to exercise reasonable care in the ownership, possession, maintenance, inspection, dispatch, crew selection, supervision, and operation of the subject aircraft. The 21 Air Defendants breached that duty by, among other things, failing to remedy known or reasonably discoverable safety deficiencies; failing to maintain and enforce adequate safety-management, maintenance, inspection, training, and operational-control procedures; and allowing the aircraft to be operated in an unsafe condition and/or manner. As a

direct and proximate result, the aircraft overran the runway, left the airfield, and struck the occupied vehicle, causing the injuries, deaths, and damages alleged herein.

95. The 21 Air Defendants as air carrier operating Flight 7598, owed the following non-delegable duties of care to Decedent and the general public:

- a. The duty to hire, train, qualify, recurrently train, and supervise flight crew members to exercise sound aeronautical judgment, including the unwavering judgment to execute a go-around when an approach is unstable or exceeds safe parameters;
- b. The duty to promulgate, enforce, and comply with safe operating procedures, including stabilized approach criteria, maximum tailwind component limitations, and mandatory go-around decision standards;
- c. The duty to maintain N1997A in an airworthy condition, including all braking, thrust reversal, and spoiler systems;
- d. The duty to act reasonably to ensure that it provided adequately trained pilots and airworthy aircraft; and
- e. The duty to ensure that flight dispatch and scheduling practices did not create operational pressures inconsistent with safe flight operations, including pressures arising from a third revenue trip in a single day under adverse meteorological conditions.

96. 21 Air Defendants through their flight crew, flight operations department, and management, breached each of these duties by, among other acts and omissions:

- a. Continuing an approach to Runway 30 with tailwinds, in excess of safe and/or authorized tailwind limits for the aircraft and conditions;

- b. Failing to execute a go-around when the approach was clearly unstable and/or the aircraft was operating at more than 40 knots above Vref speed at or before the established stabilization gate;
- c. Failing to flare the aircraft appropriately for landing, resulting in a flat, energy-laden touchdown far down the runway;
- d. Touching down with approximately 5,000 feet of runway remaining, instead of the standard 1,000-foot aiming point, leaving wholly inadequate stopping distance;
- e. Failing to declare an emergency or request emergency services in time to protect the public from the foreseeable consequences of the overrun;
- f. Operating an aircraft with brake, thrust reverser, and/or spoiler systems in a condition inadequate to arrest the aircraft's excessive speed; and
- g. Such other acts and omissions to be established through discovery and the NTSB investigation.

97. The 21 Air Defendants breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso Morejon individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against the 21 Air Defendants for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

COUNT IV—WRONGFUL DEATH, NEGLIGENCE
(against the Atlas Defendants)

98. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

99. The Atlas Defendants owned Aircraft N1997A and provided maintenance to Aircraft N1997A to ensure it was airworthy at all times.

100. The Atlas Defendants, as the registered owner of N1997A, had an independent duty to ensure that the aircraft was airworthy at the time it was entrusted to 21 Air for commercial air carrier operation, including a duty to ensure that N1997A's braking systems, thrust reversers, and spoilers were fully operational and certified for commercial service.

101. The Atlas Defendants knew or should have known that N1997A was a 32-year-old aircraft with a maintenance history spanning seven commercial operators across multiple continents, a passenger-to-freighter conversion, and years of high-cycle commercial cargo service. Entrusting such an aircraft for commercial passenger and cargo operations demanded rigorous confirmation that it met all applicable airworthiness standards.

102. The Atlas Defendants breached these duties by providing N1997A to 21 Air for commercial air carrier operations without adequately ensuring the aircraft was in an airworthy and fully operational condition, including its critical stopping systems.

103. The Atlas Defendants breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against the Atlas Defendants for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

COUNT V—WRONGFUL DEATH, NEGLIGENT ENTRUSTMENT
(against the Atlas Defendants)

104. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

105. At all relevant times, the Atlas Defendants owned, possessed, controlled, leased, chartered, furnished, and/or otherwise had the right to authorize use of the subject aircraft.

106. The Atlas Defendants entrusted possession, custody, operation, and/or control of the subject aircraft to the 21 Air Defendants and/or their pilots, agents, servants, employees, and representatives pursuant to a lease, charter, operating arrangement, or other agreement.

107. At the time of the entrustment, the 21 Air Defendants and/or the individuals authorized by them to operate the aircraft were incompetent, unqualified, inadequately trained, inadequately supervised, unsafe, and/or otherwise unfit to possess, manage, maintain, and operate the subject aircraft safely.

108. The Atlas Defendants knew, or in the exercise of reasonable care should have known, that the 21 Air Defendants and/or the persons to whom operation of the aircraft was entrusted were incompetent or unfit. This knowledge included, but was not limited to, actual or constructive knowledge of prior safety complaints, alleged inadequate safety-management practices, deficient maintenance and inspection practices, deficient training or operational supervision, and other facts demonstrating a material risk that the aircraft would be operated unsafely.

109. The Atlas Defendants knew or should have known that entrusting a 200,000 lb plane that can be filled with up to 116,000 lbs of fuel to a negligent operator would pose a risk to innocent bystanders anywhere near the vicinity of the airplane.

110. Despite that knowledge, the Atlas Defendants negligently entrusted the subject aircraft to the 21 Air Defendants and/or permitted them to operate, manage, maintain, crew, dispatch, and control the aircraft.

111. The Atlas Defendants had a duty to exercise reasonable care before entrusting an aircraft capable of causing catastrophic harm to another entity or person, including a duty to use reasonable care to determine whether the proposed operator was competent, qualified, properly certificated, adequately trained and supervised, and reasonably capable of safely operating and maintaining the aircraft.

112. The Atlas Defendants breached that duty by, among other things:

- a. Leasing, furnishing, or otherwise entrusting the aircraft to an incompetent or unfit operator;
- b. Failing to conduct adequate pre-entrustment due diligence concerning the 21 Air Defendants' safety record, qualifications, training, maintenance practices, operational controls, and competency;
- c. Failing to investigate, address, or require correction of known or reasonably discoverable safety deficiencies;
- d. Failing to require adequate safety, maintenance, inspection, training, supervision, and operational-control measures as a condition of the lease, charter, or operating arrangement;
- e. Failing to monitor compliance with safety-related contractual and competency after entrusting the aircraft; and
- f. Permitting continued use of the aircraft after acquiring, or when it should have acquired, knowledge of facts demonstrating that the 21 Air Defendants and/or their personnel presented an unreasonable risk of harm.

113. As a direct and proximate result of the Atlas Defendants' negligent entrustment, the subject aircraft was operated, maintained, controlled, and/or landed in an unsafe manner; overran the runway; left the runway and airport area; and struck the vehicle occupied by Decedent.

114. The Atlas Defendants breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso Morejon individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against the Atlas Defendants for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

COUNT VI—WRONGFUL DEATH, STRICT PRODUCTS LIABILITY
(against The Atlas Defendants)

115. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

116. The statute of response does not apply as Aircraft N1997A was guaranteed and marketed to have a useful life that well exceeded 20 years.

117. The Atlas Defendants leased, distributed, supplied, and/or imported Aircraft N1997A.

118. The Atlas Defendants provided ongoing training, inspection, recommendations, training, operational and technical support to its co-Defendants to ensure that Aircraft N1997A would be airworthy after Aircraft N1997A was introduced into the stream of commerce.

119. The Atlas Defendants are strictly liable for any defects in a product that they lease under Florida law.

120. The Atlas Defendants knew or should have known that the Aircraft N1997A was unreasonably dangerous and defective posing a risk to this exact type of incident if such issues were not resolved.

121. The Atlas Defendants intended for consumers like its co-Defendant to lease and/or use the Aircraft N1997A and to continuously rely on the Atlas Defendants ongoing advise, information, requirements, service protocols and training protocols when using Aircraft N1997A.

122. Aircraft N1997A was used for its intended or foreseeable use.

123. The Atlas Defendants certified, and provided continued airworthiness support for N1997A, including its braking system, thrust reverser systems, spoiler systems, and all other stopping systems.

124. The Atlas Defendants are strictly liable under Florida law for any design or manufacturing defect in N1997A or its stopping systems that contributed to the aircraft's failure to stop within the available runway distance. A product is defective when it fails to perform as safely as an ordinary consumer would expect when used in a reasonably foreseeable manner—including a high-speed tailwind-affected cargo landing.

125. The Atlas Defendants were independently negligent in their distribution, leasing and/or continued airworthiness support of N1997A. The Atlas Defendants knew or should have known that the aircraft's stopping systems were susceptible to performance degradation under the foreseeable conditions of a tailwind-affected, high-speed, energy-laden landing encounter by an aging aircraft with multiple prior operators Aircraft N1997A was defective in its design, manufacture, and warning.

126. Aircraft N1997A defects rendered Aircraft N1997A unreasonably dangerous beyond the contemplation and expectation of ordinary consumers.

127. The very incident at issue in this case is the type that is known by its sheer occurrence to frustrate the expectations of the ordinary consumer who does not expect a company to sell a dangerous product that will cause vast physical harm and injury during the ordinary use of the product.

128. At all times material hereto, the Aircraft N1997A remained substantially unchanged from its designed and manufactured condition and/or any material modifications were conducted upon the advice of and with the input of the Atlas Defendants as part of its ongoing service and technical support.

129. Aircraft N1997A's defective condition directly and proximately acted as a cause of Yoel Rodriguez Naranjo's death.

130. The Atlas Defendants failed to provide adequate warnings and instructions as part of this ongoing support to instruct or warn its co-Defendants of the dangerous conditions that the Atlas Defendants knew or should have known existed and which caused or contributed to the incident.

131. The defecting and unreasonably dangerous conditions of Aircraft N1997A were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso Morejon individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against the Atlas Defendants for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

COUNT VII—NEGLIGENCE
(against Joseph Carroll)

132. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

133. At all material times, Defendant **Joseph Carroll** was the captain and pilot in command of the subject aircraft/jet involved in the incident at issue.

134. As captain and pilot in command, Defendant Carroll exercised—or had the right and responsibility to exercise—operational control over the aircraft, including responsibility for its safe operation, preflight assessment, compliance with applicable flight rules and company procedures, and the safety of passengers, crew, and persons on the ground.

135. Defendant Carroll owed Plaintiff a duty to use reasonable care under the circumstances, including the degree of care required of a reasonably prudent, properly trained, and qualified commercial aircraft captain operating under like or similar circumstances.

136. Defendant Carroll breached those duties by committing one or more of the following acts or omissions:

- a. Failing to operate the aircraft safely and prudently under the circumstances;
- b. Failing to properly assess weather, runway, aircraft, airport, air-traffic, cargo, and/or operational conditions before and during flight;
- c. Failing to conduct, require, or verify an adequate preflight inspection and safety review;
- d. Failing to use appropriate checklists, procedures, and crew-resource-management practices;
- e. Failing to maintain a proper lookout and situational awareness;
- f. Failing to comply with applicable standard of care, aircraft operating limitations, and company policies and procedures;
- g. Operating, attempting to operate, or continuing to operate the aircraft when it was unsafe to do so;

- h. Failing to timely recognize and appropriately respond to unsafe conditions, warnings, abnormal indications, and/or an emergency;
 - i. Failing to timely abort, discontinue, divert, go around, reject takeoff, or otherwise alter the flight operation when a reasonably prudent captain would have done so;
 - j. Failing to properly communicate and coordinate with the flight crew, air traffic control, ground personnel, maintenance personnel, and/or other persons responsible for flight safety;
 - k. Failing to ensure the aircraft was operated within applicable performance limitations; and
 - l. Otherwise acting or failing to act in a manner that fell below the applicable standard of care.
137. Defendant Joseph Carroll's breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso Morejon individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against Defendant Joseph Carroll for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

COUNT VIII—WRONGFUL DEATH, NEGLIGENCE
(against Jaime Felipe Silva Molina)

254. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 67 as if fully set forth herein.

255. At all material times, Defendant Jaime Felipe Silva Molina was the co-pilot of the subject aircraft/jet involved in the incident at issue.

256. As the pilot, Defendant Jaime Felipe Silva Molina exercised—or had the right and responsibility to exercise—operational control over the aircraft, including responsibility for its safe operation, preflight assessment, compliance with applicable flight rules and company procedures, and the safety of passengers, crew, and persons on the ground.

257. Defendant Jaime Felipe Silva Molina owed Plaintiff a duty to use reasonable care under the circumstances, including the degree of care required of a reasonably prudent, properly trained, and qualified commercial aircraft pilot operating under like or similar circumstances.

258. Defendant Jaime Felipe Silva Molina breached those duties by committing one or more of the following acts or omissions:

- a. Failing to operate the aircraft safely and prudently under the circumstances;
- b. Failing to properly assess weather, runway, aircraft, airport, air-traffic, cargo, and/or operational conditions before and during flight;
- c. Failing to conduct, require, or verify an adequate preflight inspection and safety review;
- d. Failing to use appropriate checklists, procedures, and crew-resource-management practices;
- e. Failing to maintain a proper lookout and situational awareness;
- f. Failing to comply with the applicable standard of care, aircraft operating limitations, and company policies and procedures;
- g. Operating, attempting to operate, or continuing to operate the aircraft when it was unsafe to do so;
- h. Failing to timely recognize and appropriately respond to unsafe conditions, warnings, abnormal indications, and/or an emergency;

- i. Failing to timely abort, discontinue, divert, go around, reject takeoff, or otherwise alter the flight operation when a reasonably prudent pilot would have done so;
- j. Failing to take control of the plane and/or execute a go-around when it became clear that the captain had failed to do so as is required under the prevailing standard of care;
- k. Failing to properly communicate and coordinate with the flight crew, air traffic control, ground personnel, maintenance personnel, and/or other persons responsible for flight safety;
- l. Failing to ensure the aircraft was operated within applicable performance limitations; and
- m. Otherwise acting or failing to act in a manner that fell below the applicable standard of care.

259. Defendant Jaime Felipe Silva Molina's breaches of duty were a proximate cause of Yoel Rodriguez Naranjo's death.

WHEREFORE, Plaintiff, Yaraishi Santiso individually survivor and as putative Personal Representative of the Estate of Yoel Rodriguez Naranjo, demands judgment against Defendant Jaime Felipe Silva Molina for any and all damages available under Florida's Wrongful Death Act, and such other relief as the Court deems just and demands a trial by jury on all issues so triable.

JURY TRIAL DEMANDED

138. Plaintiff demands a jury on all triable issues.

Dated: September 9, 2026

Respectfully Submitted,

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