

HONORABLE RICARDO S. MARTINEZ

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ELNA BERRY, et al.,

Plaintiffs,

v.

THE BOEING COMPANY, a Delaware
corporation, and ALASKA AIRLINES, INC.,
an Alaska corporation,

Defendants.

Case No.: 2:24-cv-00134-RSM

ALASKA AIRLINES’ ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS’ FIRST AMENDED
COMPLAINT FOR DAMAGES AND
CLASS RELIEF

Alaska Airlines, Inc., (“Alaska Airlines”) answers Plaintiffs’ First Amended Complaint for Damages and Class Relief (“FAC”) to the extent permitted by the applicable federal regulations controlling the National Transportation Safety Board’s (“NTSB”) Investigation into the subject accident. Alaska Airlines is a Party to the on-going NTSB Investigation represented in the Investigation by designated Party Representatives. 49 CFR §§ 831.11 and 831.13 restrict access to and disclosure of information and data collected and produced in the course of the NTSB Investigation. As such, Alaska Airlines is restricted in its access to investigative information and its ability to respond to certain of the allegations asserted in the FAC. Alaska Airlines reserves the right to amend its Answer to the FAC when it is permitted to do so in accordance with applicable NTSB Investigation regulations.

I. THE INCIDENT

1
2 1.1 In answer to paragraph 1.1 of the FAC, Alaska Airlines admits that, during Flight
3 1282 on January 5, 2024, the left mid exit door plug on the Boeing 737-9 MAX aircraft used to
4 operate the flight (registration number N704AL) detached from the aircraft, and the aircraft
5 sustained a loss of cabin pressure before descending and returning to Portland International
6 Airport. Alaska Airlines further admits Flight 1282 was a regularly scheduled domestic flight
7 from Portland, Oregon, to Ontario, California, and that Boeing CEO Dave Calhoun’s public
8 statements speak for themselves. Alaska Airlines lacks knowledge or information sufficient to
9 form a belief about the truth of the remaining allegations in paragraph 1.1 of the FAC.

10 1.2 In answer to paragraph 1.2 of the FAC and noting the graphic appears intended
11 only as a general representation, Alaska Airlines admits the allegations contained in paragraph
12 1.2.

13 1.3 In answer to paragraph 1.3 of the FAC, Alaska Airlines admits only that there
14 were 171 passengers and 6 crew members aboard Flight 1282 and that the left mid exit door plug
15 detached from the aircraft in flight, causing the aircraft to lose cabin pressure. Alaska Airlines
16 denies any remaining allegations in paragraph 1.3 of the FAC.

17 1.4 In answer to paragraph 1.4 of the FAC, Alaska Airlines admits only that some
18 passengers’ personal belongings and certain parts of the cabin interior were damaged and/or lost
19 in the accident. Alaska Airlines lacks knowledge or information sufficient to form a belief about
20 the truth of the remaining allegations in paragraph 1.4 of the FAC.

21 1.5 In answer to paragraph 1.5 of the FAC, Alaska Airlines admits only that the
22 cockpit door opened during the accident and passengers reported experiencing various levels of
23 physical and emotional distress from the accident. Alaska Airlines lacks knowledge or
24 information sufficient to form a belief about the truth of the remaining allegations in paragraph
25 1.5 of the FAC.

1.6 In answer to paragraph 1.6 of the FAC, Alaska Airlines admits only that oxygen
masks released during the flight and its flight attendants attended to children and other

1 passengers. Alaska denies the oxygen masks did not work. By way of further response, Alaska
2 Airlines has been designated by the NTSB as a Party to its investigation for this accident. 49
3 C.F.R. §§ 831.11. As a Party to the NTSB Investigation, Alaska Airlines is prohibited from
4 disseminating certain information related to the accident at this time, including information
5 alleged in paragraph 1.6 of the FAC. *See* 49 C.F.R. § 831.13. Therefore, Alaska Airlines can
6 neither admit nor deny any remaining allegations in paragraph 1.6 of the FAC. Alaska Airlines
7 may amend its Answer when it is permitted to do so.

8 1.7 In answer to paragraph 1.7 of the FAC, Alaska Airlines admits only that the
9 accident affected the flight crew's communications. Alaska Airlines lacks knowledge or
10 information sufficient to form a belief about the truth of the remaining allegations in paragraph
11 1.7 of the FAC.

12 1.8 Alaska Airlines admits the allegations in paragraph 1.8 of the FAC.

13 1.9 In answer to paragraph 1.9 of the FAC, Alaska Airlines admits only that
14 passengers reported experiencing various levels of physical and emotional distress from the
15 accident. Alaska Airlines lacks knowledge or information sufficient to form a belief about the
16 truth of the remaining allegations in paragraph 1.9 of the FAC.

17 1.10 Alaska Airlines admits the allegations in paragraph 1.10 of the FAC.

18 1.11 In answer to paragraph 1.11 of the FAC, Alaska Airlines admits only that EMTs
19 responded to the accident. Alaska Airlines lacks knowledge or information sufficient to form a
20 believe about the truth of the remaining allegations in paragraph 1.11 of the FAC.

21 1.12 Alaska Airlines lacks knowledge or information sufficient to form a belief about
22 the truth of the allegations in paragraph 1.12 of the FAC.

23 1.13 In answer to paragraph 1.13 of the FAC, Alaska Airlines admits only that some
24 passengers were rebooked on a different flight and some declined. Alaska Airlines lacks
25 knowledge or information sufficient to form a belief about the truth of the remaining allegations
26 in paragraph 1.13 of the FAC.

1
2 1.14 Alaska Airlines lacks knowledge or information sufficient to form a belief about
3 the truth of the allegations in paragraph 1.14 of the FAC.

4 II. THE AIRCRAFT

5 2.1 The allegations in paragraph 2.1 of the FAC are directed to defendant Boeing and
6 assert legal conclusions. As such, no response from Alaska Airlines is required. To the extent a
7 response is required, Alaska Airlines admits Boeing is the manufacturer and Type Certificate
8 Holder of the subject aircraft and owes duties consistent with applicable law. Alaska Airlines
9 lacks knowledge or information sufficient to form a belief about the truth of any remaining
10 allegations contained in paragraph 2.1 of the FAC.

11 2.2 In answer to paragraph 2.2 of the FAC, Alaska Airlines admits only that the
12 subject aircraft received its airworthiness certificate on October 25, 2023, was delivered to
13 Alaska Airlines on October 31, 2023, and received its FAA registration certificate on November
14 2, 2023. Alaska Airlines denies the remaining allegations in paragraph 2.2 of the FAC.

15 2.3 In answer to paragraph 2.3 of the FAC, Alaska Airlines admits only that, at the
16 time of the subject flight, Alaska was the registered owner of the subject aircraft. Alaska
17 Airlines denies the remaining allegations in paragraph 2.3 of the FAC.

18 2.4 Alaska Airlines denies the allegations in paragraph 2.4 of the FAC.

19 2.5 In answer to paragraph 2.5 of the FAC, Alaska Airlines admits only the
20 allegations and image reflect a generalized description and illustration of a 737-9 MAX door
21 plug. Alaska lacks knowledge or information sufficient to form a belief as to the truth of any
22 remaining allegations in paragraph 2.5 of the FAC.

23 2.6 In answer to paragraph 2.6 of the FAC, Alaska Airlines admits only that the
24 subject aircraft was delivered by Boeing to Alaska Airlines. By way of further response, Alaska
Airlines has been designated by the NTSB as a Party to its investigation for this accident. 49
C.F.R. §§ 831.11. As a Party to the NTSB Investigation, Alaska Airlines is prohibited from
disseminating certain information related to the accident at this time, including information

1 alleged in paragraph 2.6 of the FAC. *See* 49 C.F.R. § 831.13. Therefore, Alaska Airlines can
2 neither admit nor deny the remaining allegations in paragraph 2.6 of the FAC. Alaska Airlines
3 will amend its Answer when it is permitted to do so.

4 2.7 In answer to paragraph 2.7 of the FAC, Alaska Airlines admits only that loose
5 bolts were discovered on certain of its Boeing 737-9 MAX aircraft during inspections conducted
6 following the accident. Alaska Airlines lacks knowledge or information sufficient to form a
7 belief about the truth of the remaining allegations in paragraph 2.7 of the FAC.

8 2.8 In answer to paragraph 2.8 of the FAC, Alaska Airlines admits only that: (1) the
9 subject aircraft's Auto Cabin Pressure Controller light activated on three occasions prior to
10 Flight 1282 on January 5, 2024, none of these events involved an issue with the pressurization of
11 N704AL, and each time the control system lights were evaluated and resolved in compliance
12 with FAA-approved maintenance procedures; and (2) Alaska Airlines restricted N704AL from
13 Extended-Range Twin-Engine Operations Performance Standards ("ETOPS") so the aircraft
14 could remain closer to one of Alaska Airlines' maintenance repair stations which are located in
15 the continental United States in case a control system issue were to reoccur, consistent with
16 industry-standard practice. By way of further response, pressurization on the 737-9 MAX is
17 managed by a triple-redundant system, which operated as designed on the three prior occasions
18 where the light activated. Alaska Airlines denies the Auto Cabin Pressure Controller light
19 activations made the aircraft unsafe to fly, denies any correlation between the pressurization
20 controller warning light activations and the door plug accident on Flight 1282, and denies the
21 remaining allegations in paragraph 2.8 of the FAC.

22 III. QUALITY KILLERS

23 3.1 Alaska Airlines lacks knowledge or information sufficient to form a belief about
24 the truth of the allegations in paragraph 3.1 of the FAC.

3.2 Alaska Airlines lacks knowledge or information sufficient to form a belief about
the truth of the allegations in paragraph 3.2 of the FAC.

1 3.3 Alaska Airlines lacks knowledge or information sufficient to form a belief about
2 the truth of the allegations in paragraph 3.3 of the FAC.

3 3.4 Alaska Airlines lacks knowledge or information sufficient to form a belief about
4 the truth of the allegations in paragraph 3.4 of the FAC.

5 3.5 Alaska Airlines denies the allegations in paragraph 3.5 of the FAC.

6 3.6 In answer to paragraph 3.6 of the FAC, Alaska Airlines admits only that Boeing
7 utilizes a supply chain in its production of 737 MAX aircraft, conducts final assembly in Renton,
8 Washington, and issued a Multi-Operator Message (“MOM”) regarding possible loose hardware
9 that controls rudder movement in its 737 MAX aircraft on or around December 2023, a
10 document that speaks for itself. Alaska Airlines lacks knowledge or information sufficient to
11 form a belief about the truth of the remaining allegations in paragraph 3.6 of the FAC.

12 3.7 Alaska Airlines admits the allegations in paragraph 3.7 of the FAC.

13 3.8 In answer to paragraph 3.8 of the FAC, Alaska Airlines has been designated by
14 the NTSB as a Party to its investigation for this accident. 49 C.F.R. §§ 831.11. As a Party to the
15 NTSB Investigation, Alaska Airlines is prohibited from disseminating certain information related
16 to the accident at this time, including information alleged in paragraph 3.8 of the FAC. *See* 49
17 C.F.R. § 831.13. Therefore, Alaska Airlines can neither admit nor deny the allegations in
18 paragraph 3.8 of the FAC. Alaska Airlines will amend its Answer when it is permitted to do so.

19 3.9 Alaska Airlines denies the allegations in paragraph 3.9 of the FAC.

20 **IV. THE PARTIES**

21 4.1 In answer to paragraph 4.1 of the FAC, Alaska Airlines admits only that Plaintiff
22 Iris Ruiz was a passenger on flight 1282 on January 5, 2024, ticketed for seat 18A. Alaska
23 Airlines lacks knowledge or information sufficient to form a belief about the truth of the
24 remaining allegations in paragraph 4.1 of the FAC.

4.2 In answer to paragraph 4.2 of the FAC, Alaska Airlines admits only that Plaintiff
Garet Cunningham was a passenger on flight 1282 on January 5, 2024, ticketed for seat 28E (not
28D as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient to form a

1 belief about the truth of the remaining allegations in paragraph 4.2 of the FAC.

2 4.3 In answer to paragraph 4.3 of the FAC, Alaska Airlines admits only that Plaintiff
3 Rosalba Ruiz was a passenger on flight 1282 on January 5, 2024, ticketed for seat 28D (not 28E
4 as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient to form a
5 belief about the truth of the remaining allegations in paragraph 4.3 of the FAC.

6 4.4 In answer to paragraph 4.4 of the FAC, Alaska Airlines admits only that Plaintiff
7 Elna Berry was a passenger on flight 1282 on January 5, 2024. Alaska Airlines lacks knowledge
8 or information sufficient to form a belief about the truth of the remaining allegations in
9 paragraph 4.4 of the FAC.

10 4.5 In answer to paragraph 4.5 of the FAC, Alaska Airlines admits only that Plaintiff
11 Elna Berry was a passenger on flight 1282 on January 5, 2024, ticketed for seat 18C. Alaska
12 Airlines lacks knowledge or information sufficient to form a belief about the truth of the
13 remaining allegations in paragraph 4.5 of the FAC.

14 4.6 In answer to paragraph 4.6 of the FAC, Alaska Airlines admits only that Plaintiff
15 Gwint Fisher was a passenger on flight 1282 on January 5, 2024, ticketed for seat 16B (not 16C
16 as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient to form a
17 belief about the truth of the remaining allegations in paragraph 4.6 of the FAC.

18 4.7 In answer to paragraph 4.7 of the FAC, Alaska Airlines admits only that Plaintiff
19 Renee Fisher was a passenger on flight 1282 on January 5, 2024, ticketed for seat 16C (not 16B
20 as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient to form a
21 belief about the truth of the remaining allegations in paragraph 4.7 of the FAC

22 4.8 In answer to paragraph 4.8 of the FAC, Alaska Airlines admits only that a
23 passenger on flight 1282 on January 5, 2024, with the first name Suzannah, was ticketed for seat
24 1C. Alaska Airlines denies the passenger manifest shows a passenger “Suzannah Anderson” on
the subject flight. Alaska Airlines lacks knowledge or information sufficient to form a belief
about the truth of any remaining allegations in paragraph 4.8 of the FAC.

1 4.9 In answer to paragraph 4.9 of the FAC, Alaska Airlines admits only that Plaintiff
2 C.A., a minor, was a passenger on flight 1282 on January 5, 2024, ticketed for seat 20F. Alaska
3 Airlines lacks knowledge or information sufficient to form a belief about the truth of the
4 remaining allegations in paragraph 4.9 of the FAC.

5 4.10 In answer to paragraph 4.10 of the FAC, Alaska Airlines admits only that Plaintiff
6 Kendra Frome was a passenger on flight 1282 on January 5, 2024, ticketed for seat 19D, along
7 with minor J.F. ticketed as a lap infant, minor O.F., ticketed for seat 19E, and minor H.F.,
8 ticketed for seat 19F. Alaska Airlines lacks knowledge or information sufficient to form a belief
9 about the truth of the remaining allegations in paragraph 4.10 of the FAC.

10 4.11 In answer to paragraph 4.11 of the FAC, Alaska Airlines admits only that Plaintiff
11 J.F., a minor, was a passenger on flight 1282 on January 5, 2024, ticketed as a lap infant for seat
12 19D (not 1D as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient
13 to form a belief about the truth of the remaining allegations in paragraph 4.11 of the FAC.

14 4.12 In answer to paragraph 4.12 of the FAC, Alaska Airlines admits only that Plaintiff
15 H.F., a minor, was a passenger on flight 1282 on January 5, 2024, ticketed for seat 19E (not 1E
16 as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient to form a
17 belief about the truth of the remaining allegations in paragraph 4.12 of the FAC.

18 4.13 In answer to paragraph 4.13 of the FAC, Alaska Airlines admits only that Plaintiff
19 O.F., a minor, was a passenger on flight 1282 on January 5, 2024, ticketed for seat 19F (not 1F
20 as alleged in the FAC). Alaska Airlines lacks knowledge or information sufficient to form a
21 belief about the truth of the remaining allegations in paragraph 4.13 of the FAC.

22 4.14 In answer to paragraph 4.14 of the FAC, Alaska Airlines admits Boeing is a
23 Delaware corporation with its corporate headquarters in Virginia and its Commercial Airplanes
24 Division in Renton, Washington. Alaska Airlines further admits Boeing manufactures its 737-9
MAX aircraft at its manufacturing facility in Renton, Washington. Alaska Airlines lacks
knowledge or information sufficient to form a belief about the truth of the remaining allegations
in paragraph 4.14 of the FAC.

1 Alaska Airlines admits only that passengers reported experiencing various levels of physical and
2 emotional distress from the accident. Alaska Airlines lacks knowledge or information sufficient
3 to form a belief about the truth of each Plaintiff’s individual experience on Flight 1282 contained
4 in paragraph 7.1 of the FAC, including subparagraphs 7.2.2–7.1.7.

5 7.2 In answer to paragraph 7.2 of the FAC, Alaska Airlines admits only that
6 passengers reported experiencing various levels of physical and emotional distress from the
7 accident. Alaska Airlines lacks knowledge or information sufficient to form a belief about the
8 truth of each Plaintiff’s individual experience on Flight 1282 contained in paragraph 7.2 of the
9 FAC.

10 7.3 In answer to paragraph 7.3 of the FAC, Alaska Airlines admits only that
11 passengers reported experiencing various levels of physical and emotional distress from the
12 accident. Alaska Airlines lacks knowledge or information sufficient to form a belief about the
13 truth of each Plaintiff’s individual experience on Flight 1282 contained in paragraph 7.3 of the
14 FAC.

15 7.4 Alaska Airlines lacks knowledge or information sufficient to form a belief about
16 the truth of the allegations in paragraph 7.4 of the FAC. By way of further response, Alaska
17 Airlines denies it is liable for any of the relief mentioned in paragraph 7.4 of the FAC.

18 **VIII. CAUSES OF ACTION**

19 **A. PRODUCT LIABILITY: CONSTRUCTION DEFECT-BOEING**

20 8.1 The allegations in paragraph 8.1 of the FAC are not directed to Alaska Airlines
21 and therefore no response is required. To the extent a response is necessary, Alaska Airlines
22 admits the allegations contained in paragraph 8.1 of the FAC, to the extent Washington law
23 applies to Plaintiffs’ claims.

24 8.2 The allegations in paragraph 8.2 of the FAC are not directed to Alaska Airlines
and therefore no response is required. To the extent a response is necessary, Alaska Airlines has
been designated by the NTSB as a Party to its investigation for this accident. 49 C.F.R. § 831.11.
As a Party to the NTSB Investigation, Alaska Airlines is prohibited from disseminating

1 information related to the accident at this time, including the information alleged in paragraph
2 8.2 of the FAC. *See* 49 C.F.R. § 831.13. Therefore, Alaska Airlines can neither admit nor deny
3 the allegations in paragraph 8.2 of the FAC. Alaska Airlines will amend its answer when it is
4 permitted to do so.

5 8.3 The allegations in paragraph 8.3 of the FAC are not directed to Alaska Airlines
6 and therefore no response is required. To the extent a response is necessary, Alaska Airlines has
7 been designated by the NTSB as a party to its investigation for this accident. 49 C.F.R. § 831.11.
8 As a Party to the NTSB Investigation, Alaska Airlines is prohibited from disseminating
9 information related to the accident at this time, including the information alleged in paragraph
10 8.3 of the FAC. *See* 49 C.F.R. § 831.13. Therefore, Alaska Airlines can neither admit nor deny
11 the allegations in paragraph 8.3 of the FAC. Alaska Airlines will amend its answer when it is
12 permitted to do so.

13 **B. BREACH OF COMMON CARRIER’S DUTY-ALASKA AIRLINES¹**

14 8.4 In answer to paragraph 8.4 of the FAC, Alaska Airlines admits only that Boeing
15 was indicted by the Justice Department and entered into a deferred prosecution agreement as
16 detailed in publicly available documents, including the DOJ press release cited in footnote 13,
17 which documents speak for themselves. Alaska Airlines lacks knowledge or information
18 sufficient to form a belief about the truth of the remaining allegations in paragraph 8.4 of the
19 FAC.

20 8.5 In answer to paragraph 8.5 of the FAC, Alaska Airlines admits only that the
21 referenced court order cited in paragraph 8.5 of the FAC at footnote 14 speaks for itself. Alaska
22 Airlines lacks knowledge or information sufficient to form a belief about the truth of the
23 remaining allegations in paragraph 8.5 of the FAC.

24 8.6 In answer to paragraph 8.6 of the FAC, Alaska Airlines admits only that Alaska
Airlines management and the public at large, were aware, based on publicly available

¹ To the extent section headings in the FAC are intended as allegations, Alaska denies that it breached any duties of care to Plaintiffs regarding the subject incident.

1 information, of Boeing's indictment and deferred prosecution related to the MCAS accidents. To
2 the extent further answer is required, Alaska Airlines denies it violated any duty of care related
3 to the purchase, maintenance, or operation of the subject aircraft and denies liability for the
4 subject accident.

5 8.7 In answer to paragraph 8.7 of the FAC, Alaska Airlines admits only that the press
6 release from October 26, 2022, cited at footnote 15 of the FAC, and the press release from
7 December 22, 2020, cited at footnote 16 of the FAC, speak for themselves. Alaska Airlines
8 denies Plaintiffs' characterizations of the press releases in paragraph 8.7, including the allegation
9 that the December 22, 2020, press release was "two months later" than the October 26, 2022
10 press release. To the extent further answer is required, Alaska Airlines denies it violated any duty
11 of care related to the purchase, maintenance, or operation of the subject aircraft and denies
12 liability for the subject accident.

13 8.8 In answer to paragraph 8.8 of the FAC, Alaska Airlines admits only that, as of
14 January 5, 2024, its fleet included 65 Boeing 737-9 MAX aircraft. Alaska Airlines lacks
15 knowledge or information sufficient to form a belief about the truth of the remaining allegations
16 in paragraph 8.8 of the FAC.

17 8.9 The allegations contained in paragraph 8.9 of the FAC state a legal conclusion to
18 which no response is required. To the extent a response is required, Alaska Airlines admits only
19 that it is a 14 CFR Part 121 air carrier, subject to federal aviation regulations, and that it met the
20 applicable duty of care with regard to each Plaintiff. Alaska Airlines denies it violated any duty
21 of care related to the purchase, maintenance, or operation of the subject aircraft and denies
22 liability for the subject accident. Alaska Airlines further denies that paragraph 8.9 of the FAC
23 accurately states the applicable duty of care and denies the remaining allegations contained in
24 paragraph 8.9 of the FAC.

8.10 The allegations contained in paragraph 8.10 of the FAC state a legal conclusion to
which no response is required. To the extent a response is required, Alaska Airlines admits only
that it is a 14 CFR Part 121 air carrier, subject to federal aviation regulations, and that it met the

1 applicable duty of care with regard to each Plaintiff. Alaska Airlines denies it violated any duty
2 of care related to the purchase, maintenance, or operation of the subject aircraft and denies
3 liability for the subject accident. Alaska Airlines further denies that paragraph 8.10 of the FAC
4 accurately states the applicable duty of care and denies the remaining allegations contained in
5 paragraph 8.10 of the FAC.

6 8.11 The allegations contained in paragraph 8.11 of the FAC state a legal conclusion to
7 which no response is required. To the extent a response is required, Alaska Airlines admits only
8 that it is a 14 CFR Part 121 air carrier, subject to federal aviation regulations, and that it met the
9 applicable duty of care with regard to each Plaintiff. Alaska Airlines denies it violated any duty
10 of care related to the purchase, maintenance, or operation of the subject aircraft and denies
11 liability for the subject accident. Alaska Airlines further denies that paragraph 8.11 of the FAC
12 accurately states the applicable duty of care and denies the remaining allegations contained in
13 paragraph 8.11 of the FAC.

14 8.12 The allegations contained in paragraph 8.12 of the FAC state a legal conclusion to
15 which no response is required. To the extent a response is required, Alaska Airlines admits only
16 that it is a 14 CFR Part 121 air carrier, subject to federal aviation regulations, and that it met the
17 applicable duty of care with regard to each Plaintiff. Alaska Airlines denies it violated any duty
18 of care related to the purchase, maintenance, or operation of the subject aircraft and denies
19 liability for the subject accident. Alaska Airlines further denies that paragraph 8.12 of the FAC
20 accurately states the applicable duty of care and denies the remaining allegations contained in
21 paragraph 8.12 of the FAC.

22 8.13 In answer to paragraph 8.13 of the FAC, Alaska Airlines admits only that the
23 press release from January 13, 2024, cited in footnotes 17 and 18 of the FAC, speaks for itself.
24 To the extent further response is required, Alaska Airlines denies it violated any duty of care
related to the purchase, maintenance, or operation of the subject aircraft and denies liability for
the subject accident.

1 8.14 Alaska Airlines denies the allegations in paragraph 8.14 of the FAC accurately
2 state the duty of care applicable to a 14 CFR Part 121 air carrier, denies it violated any duty of
3 care related to the purchase, maintenance, or operation of the subject aircraft, and denies liability
4 for the subject accident. By way of further answer, Alaska Airlines is a Party to the NTSB
5 Investigation of the subject accident. 49 C.F.R. § 831.11. As such Alaska Airlines admits only
6 that it is prohibited from disseminating information related to the accident at this time, including
7 but not limited to the information referenced in paragraph 8.14 of the FAC. *See* 49 C.F.R. §
8 831.13. Alaska Airlines can neither admit nor deny the remaining allegations in paragraph 8.14
9 of the FAC. Alaska Airlines will amend its answer when it is permitted to do so.

10 8.15 Alaska Airlines denies the allegations in paragraph 8.15 of the FAC accurately
11 state the duty of care applicable to a 14 CFR Part 121 air carrier, denies it violated any duty of
12 care related to the purchase, maintenance, or operation of the subject aircraft, denies liability for
13 the subject accident, and denies any remaining allegations in paragraph 8.15 of the FAC.

14 8.16 Alaska Airlines denies the allegations in paragraph 8.16 of the FAC.

15 C. CLASS RELIEF

16 8.17 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
17 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
18 Airlines denies it violated any duty of care related to the purchase, maintenance, or operation of
19 the subject aircraft, denies liability for the subject accident, and denies any conduct on the part of
20 Alaska Airlines was a proximate cause of Plaintiffs' claimed injuries. Alaska Airlines lacks
21 knowledge or information sufficient to form a belief about the truth of the remaining allegations
22 in paragraph 8.17 of the FAC.

23 8.18 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
24 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
Airlines denies the allegations in paragraph 8.18 of the FAC.

8.19 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
Airlines and therefore no response is required. To the extent a response is necessary, Alaska

1 Airlines denies the allegations in paragraph 8.19 of the FAC.

2 8.20 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
3 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
4 Airlines denies the allegations in paragraph 8.20 of the FAC.

5 8.21 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
6 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
7 Airlines denies the allegations in paragraph 8.21 of the FAC.

8 8.22 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
9 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
10 Airlines denies the allegations in paragraph 8.22 of the FAC, including all subparagraphs.

11 8.23 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
12 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
13 Airlines denies the allegations in paragraph 8.23 of the FAC.

14 8.24 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
15 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
16 Airlines denies the allegations in paragraph 8.24 of the FAC.

17 8.25 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
18 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
19 Airlines denies the allegations in paragraph 8.25 of the FAC.

20 8.26 The class action allegations in paragraphs 8.17-8.26 are not directed to Alaska
21 Airlines and therefore no response is required. To the extent a response is necessary, Alaska
22 Airlines denies the allegations in paragraph 8.26 of the FAC, including all subparagraphs.

23 **IX. PLAINTIFFS' PRAYER FOR RELIEF**

24 9.1 In response to Plaintiffs' Prayer for Relief, Alaska Airlines denies it is liable to
Plaintiffs and denies Plaintiffs are entitled to any of the damages or relief requested from Alaska
Airlines.

X. ALASKA AIRLINES' AFFIRMATIVE DEFENSES

Without conceding the burden of proof as to any issue, Alaska Airlines asserts the following affirmative defenses:

1. Plaintiffs may have failed, in whole or in part, to state a claim against Alaska Airlines upon which relief may be granted.

2. Plaintiffs' alleged injuries or damages were caused by the fault of persons or entities over whom Alaska Airlines has no control and for whom Alaska Airlines carries no responsibility, including but not limited to Defendant The Boeing Company and/or non-party Spirit AeroSystems.

3. Neither Alaska Airlines nor its agents and employees were the legal, proximate, or substantial cause of any of the injuries alleged by Plaintiffs.

4. Some or all of Plaintiffs' claims or the standard of care applicable to Plaintiffs' claims may be preempted by federal law, including but not limited to the Airline Deregulation Act, the Federal Aviation Act, federal aviation regulations, the Montreal Convention, and other treaties, conventions, federal laws, and regulations.

5. Plaintiffs seek recovery for product related harms, as such, their exclusive remedy is via the applicable product liability law including, dependent on conflict of law principles, the Washington Product Liability Act, and Alaska Airlines cannot be liable for design or manufacturing defects.

6. Alaska Airlines at all times relevant hereto acted in good faith and consistent with applicable law, including but not limited to federal aviation regulations.

7. Some or all of Plaintiffs' alleged injuries may involve a pre-existing illness, injury, or condition or may have resulted from intervening or superseding causes.

Alaska Airlines reserves the right to amend its answer to assert additional defenses revealed in the course of investigation and discovery.

XII. DEFENDANT’S PRAYER FOR RELIEF

WHEREFORE, Alaska Airlines, Inc. prays for relief as follows:

1. Dismissal of Plaintiffs’ claims with prejudice;
2. An award to Alaska Airlines of its attorneys’ fees and costs to the extent permitted by law; and
3. Any other relief the Court may deem just and equitable.

Dated this 11th day of March 2024.

STOKES LAWRENCE, P.S.

By: /s/Caryn Geraghty Jorgensen

Caryn Geraghty Jorgensen (WSBA #27514)

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