

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION

ANNA HANEY, as Personal Representative of
the Estate of JEFFREY HANEY, deceased,

Plaintiff,

v.

THE BOEING COMPANY, a corporation;
LOCKHEED MARTIN CORPORATION;
HONEYWELL INTERNATIONAL, Inc., a
corporation; and PRATT & WHITNEY a
division of UNITED TECHNOLOGIES
CORPORATION,

Defendants.

No.

PLAINTIFF DEMAND TRIAL BY JURY

COMPLAINT AT LAW

COUNT I

Wrongful Death/Product Liability - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor Aircraft to the United States Government.
2. The F-22 Raptor Aircraft and its life support systems and engine bleed air system, were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
3. LOCKHEED was given complete latitude in the design and selection of the life

support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

4. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

5. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

6. On November 16, 2010 and at the time the F-22 Raptor aircraft left the control of LOCKHEED, it was unreasonably defective in that:

a. it was designed, manufactured, distributed and sold with an Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were

known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems

failures.

7. As a direct result of one or more of the aforesaid defects of the F-22 designed, manufactured, distributed and sold by LOCKHEED, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

8. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

9. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT II

Survival Action/Product Liability - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.

2. The F-22 Raptor aircraft and its life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only

contracts with the United States Government that did not contain specific design specifications.

3. LOCKHEED was given complete latitude in the design and selection of the life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

4. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

5. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

6. On November 16, 2010 and at the time the F-22 Raptor aircraft left the control of LOCKHEED, it was unreasonably defective in that:

a. it was designed, manufactured, distributed and sold with an Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air

contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and

defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

7. As a direct result of one or more of the aforesaid defects of the F-22 Raptor aircraft designed, manufactured, distributed and sold by LOCKHEED, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

8. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT III

Wrongful Death/Negligence - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.

2. The F-22 Raptor aircraft and its life support systems and engine bleed air system

were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

3. LOCKHEED was given complete latitude in the design and selection of the life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

4. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

5. On November 16, 2010, while operating in Alaska, the F-22 operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

6. On or before November 16, 2010, LOCKHEED was negligent, and that negligence was the cause of the death of JEFFREY HANEY.

7. The negligence of LOCKHEED consisted of the following:

a. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft

with safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems because the F-22 Raptor included a backup

oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, build and integrate the crew life support systems, including the Onboard Oxygen Generating System ("OBOGS"), the Environmental Control System ("ECS") and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the negligence of LOCKHEED, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well

as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT IV

Survival Action/Negligence - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.
2. The F-22 aircraft and its life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
3. LOCKHEED was given complete latitude in the design and selection of the life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.
4. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

5. On November 16, 2010, while operating in Alaska, the F-22 operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

6. On or before November 16, 2010, LOCKHEED was negligent, and that negligence was the cause of the death of JEFFREY HANEY.

7. The negligence of LOCKHEED consisted of the following:

a. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft

with safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, build and integrate the crew life support systems, including the OBOGS, the ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result the negligence of LOCKHEED, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the

COUNT V

Wrongful Death/Breach of Warranty - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.

2. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and LOCKHEED regardless of any writing to eliminate or limit them.

3. The warranty of fitness for a particular purpose was breached by LOCKHEED in that the life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:

a. the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. the life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. the life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. the life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. the life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the life support systems did not safely and reliably alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the life support systems did not safely and reliably contain warnings as there were and are none;

i. the life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;

j. the life support systems did include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. the life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

4. The warranty of merchantability was breached by LOCKHEED because the OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by LOCKHEED in that these systems failed to function as required.

5. As a direct result of the breaches of warranties by LOCKHEED, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

6. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

7. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT VI

Survival Action/Breach of Warranty - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY

HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.

2. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and LOCKHEED regardless of any writing to eliminate or limit them.

3. The warranty of fitness for a particular purpose was breached by LOCKHEED in that the life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate for the purpose intended, which was safe flight. The life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:

a. the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. the life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. the life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. the life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22

Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. the life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the life support systems did not safely and reliably alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the life support systems did not safely and reliably contain warnings as there were and are none;

i. the life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;

j. the life support systems did not include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. the life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

4. The warranty of merchantability was breached by LOCKHEED because the

OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by LOCKHEED in that these systems failed to function as required.

5. As a direct result of the breaches of warranties by LOCKHEED, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

6. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT VII

Wrongful Death/Breach of Contract - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.

2. The United States Government entered into a contract with LOCKHEED for the

design and manufacture of \$100,000,000.00 per copy fifth generation stealth fighter.

3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.

4. The pilot life support requirements of the contract were performance requirements only, with the contractor LOCKHEED to decide what system would best meet the requirements for performance that included mission profile and sufficient breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.

5. The entire objective of the pilot life support portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.

6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective that he or she be equipped with an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS") and other life support systems that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.

7. LOCKHEED breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

a. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft

with safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included a backup oxygen system that

automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. failing to properly and adequately design, build and integrate the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems in to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the breach of contract by LOCKHEED, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well

as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT VIII

Survival Action/Breach of Contract - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. On or before November 16, 2010, LOCKHEED designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.
2. The United States Government entered into a contract with LOCKHEED for the design and manufacture of \$100,000,000.00 per copy fifth generation stealth fighter.
3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.
4. The pilot life support requirements of the contract were performance requirements only, with the contractor LOCKHEED to decide what system would best meet the requirements for performance that included mission profile and sufficient breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.

5. The entire objective of the pilot life support portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.

6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective that he or she be equipped with an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS") and other life support systems that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.

7. LOCKHEED breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

a. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to

support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute and sell the F-22 Raptor aircraft with safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the

speed of sound and while he or she experienced forces many times the force gravity;

k. failing to properly and adequately design, build and integrate the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems in to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the breaches of warranties by LOCKHEED, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN

CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT IX

Wrongful Death/Fraud - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. LOCKHEED committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly designing, manufacturing, distributing and selling an unreasonably dangerous and defective F-22 Raptor aircraft, including its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS") and its other life support systems.

2. The F-22 Raptor aircraft was unreasonably dangerous and defective as follows:

a. it was designed, manufactured, distributed and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the

engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to LOCKHEED;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

3. The fraud of LOCKHEED included, but is not limited to the following:

a. Before November 16, 2010 LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems met the performance requirements of the crew survivability contract when LOCKHEED knew that they did not;

b. Before November 16, 2010 LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the reliability requirements of the crew survivability contract when LOCKHEED knew that they did not;

c. Before November 16, 2010 LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems met systems integration requirements when LOCKHEED knew that they did not;

d. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would provide early and adequate warning to the pilots of failure or insufficiency of these systems when LOCKHEED knew that they did not;

e. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would work with oxygen masks, counter-pressure

garments, anti-exposure garments and high "g" maneuvering when LOCKHEED knew that they would not;

f. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its OBOGS, its ECS or its other life support systems when LOCKHEED knew that it had not;

g. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems in the field when LOCKHEED knew that it had not;

4. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems that would allow our fighting men and women to survive combat, when LOCKHEED knew that it had not provided such and aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiffs' decedent JEFFREY HANEY. As a direct result of the fraud of LOCKHEED that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of LOCKHEED that continues to this date, the United States Air Force has awarded LOCKHEED a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which LOCKHEED has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of LOCKHEED, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

7. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

8. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT X

Survival Action/Fraud - LOCKHEED MARTIN CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, LOCKHEED MARTIN CORPORATION, (hereinafter "LOCKHEED"), states:

1. LOCKHEED committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly designing, manufacturing, distributing and selling an unreasonably dangerous and defective F-22 Raptor aircraft, including its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS") and its other life support systems.

2. The F-22 Raptor aircraft was unreasonably dangerous and defective as follows:

a. it was designed, manufactured, distributed and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to LOCKHEED but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of

the life support systems, which were known to LOCKHEED;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

3. The fraud of LOCKHEED included, but is not limited to the following:

a. Before November 16, 2010 LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems met the performance requirements of the crew survivability contract when LOCKHEED knew that they did not;

b. Before November 16, 2010 LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the reliability requirements of the crew survivability contract when LOCKHEED knew that they did not;

c. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems met systems integration requirements when LOCKHEED knew that they did not;

d. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would provide early and adequate warning to the pilots of failure or insufficiency of these systems when LOCKHEED knew that they did not;

e. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when LOCKHEED knew that they would not;

f. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its OBOGS, its ECS or its other life support systems when LOCKHEED knew that it had not;

g. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems in the field when LOCKHEED knew that it had not;

h. Before November 16, 2010, LOCKHEED represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems that would allow our

fighting men and women to survive combat, when LOCKHEED knew that it had not provided such and aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiffs' decedent JEFFREY HANEY.

4. As a direct result of the fraud of LOCKHEED that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of LOCKHEED that continues to this date, the United States Air Force has awarded LOCKHEED a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which LOCKHEED has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of LOCKHEED, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

7. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, LOCKHEED MARTIN CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the

COUNT XI

Wrongful Death/Product Liability – BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter “BOEING”), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, BOEING was the integrator of the life support systems of the F-22 Raptor aircraft and was responsible for the selection of individual life support systems, engine bleed air system and for the integration and interoperability of each life support system and other components and systems of the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. BOEING was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff’s decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff’s decedent, JEFFREY HANEY crashed and he was killed.

7. On November 16, 2010 and at the time the components, life support systems and engine bleed air system of the F-22 Raptor aircraft left the control of BOEING, they were unreasonably defective in that:

a. they were designed, manufactured, distributed, integrated and sold with an Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures,

faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of one or more of the aforesaid defects of the F-22 Raptor aircraft components, life support systems and engine bleed air system designed, manufactured, distributed, integrated and sold by BOEING, plaintiff's decedent, JEFFREY HANEY was killed

on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XII

Survival Action/Product Liability - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, BOEING was the integrator of the life support systems of the F-22 Raptor aircraft and was responsible for the selection of individual life support systems, engine bleed air system and for the integration and interoperability of each life support system and other components and systems of the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. BOEING was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On November 16, 2010 and at the time the components, life support systems and engine bleed air system of the F-22 Raptor aircraft left the control of BOEING, they were unreasonably defective in that:

a. they were designed, manufactured, distributed, integrated and sold with an Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known life support systems failure

modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a

dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

they were designed, manufactured, distributed, integrated and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of one or more of the aforesaid defects of the F-22 Raptor aircraft components, life support systems and engine bleed air system designed, manufactured, distributed, integrated and sold by BOEING, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XIII

Wrongful Death/Negligence - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY

HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, BOEING was the integrator of the life support systems of the F-22 Raptor aircraft and was responsible for the selection of individual life support systems, engine bleed air system and for the integration and interoperability of each life support system and other components and systems of the F-22 Raptor aircraft.
3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. BOEING was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.
5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.
6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.
7. On or before November 16, 2010, BOEING was negligent, and that negligence was the cause of the death of JEFFREY HANEY.
8. The negligence of BOEING consisted of the following:
 - a. failing to design, manufacture, distribute, integrate and sell a safe and

reliable Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and

reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

9. As a direct result of the negligence of BOEING, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

10. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

11. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XIV

Survival Action/Negligence - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed

and sold an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, BOEING was the integrator of the life support systems of the F-22 Raptor aircraft and was responsible for the selection of individual life support systems, engine bleed air system and for the integration and interoperability of each life support system and other components and systems of the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. BOEING was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On or before November 16, 2010, BOEING was negligent, and that negligence was the cause of the death of JEFFREY HANEY.

8. The negligence of BOEING consisted of the following:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable Onboard Oxygen Generating System ("OBOGS"), the Environmental Control System ("ECS"), and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and

reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and

reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support

systems failures;

q. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

9. As a direct result the negligence of BOEING, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

10. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XV

Wrongful Death/Breach of Warranty – BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, BOEING was the integrator of the life support

systems of the F-22 Raptor aircraft and was responsible for the selection of individual life support systems, engine bleed air system and for the integration and interoperability of each life support system and other components and systems of the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. BOEING was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and BOEING regardless of any writing to eliminate or limit them.

6. The warranty of fitness for a particular purpose was breached by BOEING in that the life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:

a. the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. the life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. the life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to BOEING but were not

known to the pilots or maintainers of F-22 Raptor aircraft.

d. the life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. the life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the life support systems did not safely and reliably alert pilots or maintainers of the failures of the life support systems, which were known to BOEING but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the life support systems did not safely and reliably contain warnings as there were and are none;

i. the life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;

j. the life support systems did not include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces

many times the force gravity.

k. the life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

7. The warranty of merchantability was breached by BOEING because the OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by BOEING in that these systems failed to function as required.

8. As a direct result of the breaches of warranties by BOEING, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XVI

Survival Action/Breach of Warranty - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, BOEING was the integrator of the life support systems of the F-22 Raptor aircraft and was responsible for the selection of individual life support systems, engine bleed air system and for the integration and interoperability of each life support system and other components and systems of the F-22 Raptor aircraft.
3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. BOEING was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.
5. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and BOEING regardless of any writing to eliminate or limit them.
6. The warranty of fitness for a particular purpose was breached by BOEING in that the life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:
 - a. the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), and other life support systems did not safely or properly

provide breathable oxygen to the pilot operating the aircraft;

b. the life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. the life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. the life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. the life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the life support systems did not safely and reliably alert pilots or maintainers of the failures of the life support systems, which were known to BOEING but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the life support systems did not safely and reliably contain warnings as there were and are none;

i. the life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot

in the event of a malfunction;

j. the life support systems did include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. the life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

7. The warranty of merchantability was breached by BOEING because the OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by BOEING in that these systems failed to function as required.

8. As a direct result of the breaches of warranties by BOEING, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of

JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XVII

Wrongful Death/Breach of Contract - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. The United States Government entered into a contract with BOEING for the design, manufacture, selection and integration of the life support systems in the \$100,000,000.00 per copy fifth generation stealth fighter.
3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.
4. The pilot life support requirements of the contract were performance requirements only, with the contractor BOEING to decide what system would best meet the requirements for performance that included mission profile and sufficient breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.
5. The entire objective of the pilot life support portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.
6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective that he or she be equipped with an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS"), other life support systems and an engine bleed air system that would provide, under all

anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.

7. BOEING breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and

malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up

equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems in to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the breach of contract by BOEING, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XVIII

Survival Action/Breach of Contract - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. On or before November 16, 2010, BOEING designed, manufactured, distributed, integrated and sold certain components and systems in the F-22 Raptor aircraft to the United States Government.
2. The United States Government entered into a contract with BOEING for the design, manufacture, selection and integration of the life support systems in the \$100,000,000.00 per copy fifth generation stealth fighter.
3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.
4. The pilot life support requirements of the contract were performance requirements only, with the contractor BOEING to decide what system would best meet the requirements for performance that included mission profile and sufficient breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.
5. The entire objective of the pilot life support portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.
6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective was that he or she be equipped with an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS") other life support systems and an engine bleed air system that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.
7. BOEING breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and

reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems in to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the breaches of warranties by BOEING, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XIX

Wrongful Death/Fraud - BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. BOEING committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly supplying unreasonably dangerous and defective

components in an F-22 Raptor aircraft, including its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS"), its other life support systems and engine bleed air system.

2. The F-22 Raptor aircraft was unreasonably dangerous and defective as follows:

a. it was designed, manufactured, distributed and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

3. The fraud of BOEING included, but is not limited to, the following:

a. before November 16, 2010 BOEING represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the performance requirements of the crew survivability contract when BOEING knew that

they did not;

b. before November 16, 2010 BOEING represented to the Unites States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, it ECS and its other life support systems, met the reliability requirements of the crew survivability contract when BOEING knew that they did not;

c. before November 16, 2010 BOEING represented to the Unites States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, it ECS and its other life support systems met systems integration requirements when BOEING knew that they did not;

d. before November 16, 2010, BOEING represented to the Unites States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft systems, including its OBOGS, its ECS and its other life support systems, would provide early and adequate warning to the pilots of failure or insufficiency of these systems when BOEING knew that they did not;

e. before November 16, 2010, BOEING represented to the Unites States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when BOEING knew that they would not;

f. before November 16, 2010, BOEING represented to the Unites States Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its OBOGS, its ECS or its other life support systems when BOEING knew that it had not;

g. before November 16, 2010, BOEING represented to the Unites States

Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems in the field when BOEING knew that it had not;

h. before November 16, 2010, BOEING represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems that would allow our fighting men and women to survive combat, when BOEING knew that it had not provided such aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiff's decedent JEFFREY HANEY.

4. As a direct result of the fraud of BOEING that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of BOEING that continues to this date, the United States Air Force has awarded BOEING a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which BOEING has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of BOEING, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

7. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

8. ANNA HANEY is the Court Appointed Personal Representative of the Estate of

JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XX

Survival Action/Fraud – BOEING CORPORATION

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, BOEING CORPORATION, (hereinafter "BOEING"), states:

1. BOEING committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly supplying unreasonably dangerous and defective components in the F-22 Raptor aircraft, including its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS"), its other life support systems and engine bleed air system.

2. The F-22 Raptor aircraft was unreasonably dangerous and defective as follows:

a. it was designed, manufactured, distributed and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and

defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to BOEING but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to BOEING;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and

defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

3. The fraud of BOEING included, but is not limited to, the following:

a. before November 16, 2010 BOEING represented to the Unites States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, it ECS and its other life support systems, met the performance requirements of the crew survivability contract when BOEING knew that they did not;

b. before November 16, 2010 BOEING represented to the Unites States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, it ECS and its other life support systems, met the reliability requirements of the crew survivability contract when BOEING knew that they did not;

c. before November 16, 2010 BOEING represented to the Unites States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, it ECS and its other life support systems met systems integration requirements when BOEING knew that they did not;

d. before November 16, 2010, BOEING represented to the Unites States

Government and to the public that the failure annunciation system for the F-22 Raptor aircraft systems, including its OBOGS, its ECS and its other life support systems, would provide early and adequate warning to the pilots of failure or insufficiency of these systems when BOEING knew that they did not;

e. before November 16, 2010, BOEING represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when BOEING knew that they would not;

f. before November 16, 2010, BOEING represented to the United States Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its OBOGS, its ECS or its other life support systems when BOEING knew that it had not;

g. before November 16, 2010, BOEING represented to the United States Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems in the field when BOEING knew that it had not;

h. before November 16, 2010, BOEING represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems that would allow our fighting men and women to survive combat, when BOEING knew that it had not provided such aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiffs' decedent JEFFREY HANEY.

4. As a direct result of the fraud of BOEING that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which

has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of BOEING that continues to this date, the United States Air Force has awarded BOEING a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which BOEING has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of BOEING, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

7. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, BOEING CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXI

Wrongful Death/Product Liability – HONEYWELL INTERNATIONAL, INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL,

INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, HONEYWELL was the designer, manufacturer, distributor, integrator and seller of the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), other life support systems and engine bleed air system for the F-22 Raptor aircraft.
3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. HONEYWELL was given complete latitude in the design and selection of the OBOGS and other components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.
5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.
6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.
7. On November 16, 2010 and at the time the components, life support systems and engine bleed air system of the F-22 Raptor aircraft left the control of HONEYWELL, they were unreasonably defective in that:
 - a. they were designed, manufactured, distributed, integrated and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide

breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of

the failures of the life support systems, which were known to HONEYWELL;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of one or more of the aforesaid defects of the F-22 Raptor aircraft components, life support systems and engine bleed air system designed, manufactured, distributed, integrated and sold by HONEYWELL, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of

JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL, INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXII

Survival Action/Product Liability – HONEYWELL INTERNATIONAL,

INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL, INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, HONEYWELL was the designer, manufacturer, distributor, integrator and seller of the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), other life support systems and engine bleed air system for the F-22 Raptor aircraft.
3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. HONEYWELL was given complete latitude in the design and selection of the

OBOGS and other components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On November 16, 2010 and at the time the components, life support systems and engine bleed air system of the F-22 Raptor aircraft left the control of HONEYWELL, they were unreasonably defective in that:

a. they were designed, manufactured, distributed, integrated and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to

support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a

dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of one or more of the aforesaid defects of the F-22 Raptor aircraft components, life support systems and engine bleed air system designed, manufactured, distributed, integrated and sold by HONEYWELL, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL, INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXIII

Wrongful Death/Negligence – HONEYWELL INTERNATIONAL INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, HONEYWELL was the designer, manufacturer, distributor, integrator and seller of the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), other life support systems and engine bleed air system for the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. HONEYWELL was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On or before November 16, 2010, HONEYWELL was negligent, and that negligence was the cause of the death of JEFFREY HANEY.

8. The negligence of HONEYWELL consisted of the following:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable OBOGS, ECS, and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air

system;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and

reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

9. As a direct result of the negligence of HONEYWELL, plaintiff's decedent,

JEFFREY HANEY was killed on November 16, 2010.

10. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

11. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXIV

Survival Action/Negligence – HONEYWELL INTERNATIONAL INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter “HONEYWELL”), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, HONEYWELL was the designer, manufacturer, distributor, integrator and seller of the Onboard Oxygen Generating System (“OBOGS”), Environmental Control System (“ECS”), other life support systems and engine bleed air system for the F-22 Raptor aircraft.
3. The F-22 Raptor aircraft and its components, life support systems and engine

bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. HONEYWELL was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On or before November 16, 2010, HONEYWELL was negligent, and that negligence was the cause of the death of JEFFREY HANEY.

8. The negligence of HONEYWELL consisted of the following:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable OBOGS, ECS, and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was

located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

9. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures. As a direct result the negligence of HONEYWELL, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived

him.

10. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXV

Wrongful Death/Breach of Warranty – HONEYWELL INTERNATIONAL

INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, HONEYWELL was the designer, manufacturer, distributor, integrator and seller of the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), other life support systems and engine bleed air system for the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific

design specifications.

4. HONEYWELL was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and HONEYWELL regardless of any writing to eliminate or limit them.

6. The warranty of fitness for a particular purpose was breached by HONEYWELL in that the life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:

- a. the OBOGS, ECS, and other life support systems did not safely or properly provide breathable oxygen to the pilot operating the aircraft;
- b. the life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;
- c. the life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.
- d. the life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known

to the pilots or maintainers of F-22 Raptor aircraft;

e. the life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the life support systems did not safely and reliably alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the life support systems did not safely and reliably contain warnings as there were and are none;

i. the life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;

j. the life support systems did not include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. the life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

7. The warranty of merchantability was breached by HONEYWELL because the OBOGS and the ECS and the life support systems were not of fair or average quality of other

ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by HONEYWELL in that these systems failed to function as required.

8. As a direct result of the breaches of warranties by HONEYWELL, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXVI

Survival Action/Breach of Warranty – HONEYWELL INTERNATIONAL

INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States

Government.

2. On or before November 16, 2010, HONEYWELL was the designer, manufacturer, distributor, integrator and seller of the Onboard Oxygen Generating System ("OBOGS"), Environmental Control System ("ECS"), other life support systems and engine bleed air system for the F-22 Raptor aircraft.

3. The F-22 Raptor aircraft and its components, life support systems and engine bleed air system were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. HONEYWELL was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.

5. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and HONEYWELL regardless of any writing to eliminate or limit them.

6. The warranty of fitness for a particular purpose was breached by HONEYWELL in that the life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:

a. the OBOGS, ECS, and other life support systems did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. the life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;

- c. the life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.
- d. the life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;
- e. the life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;
- f. the life support systems did not safely and reliably include adequate and reliable warning sensors;
- g. the life support systems did not safely and reliably alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL but were not known to pilots and maintainers of the F-22 Raptor aircraft;
- h. the life support systems did not safely and reliably contain warnings as there were and are none;
- i. the life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;
- j. the life support systems did not include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in

an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. the life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

7. The warranty of merchantability was breached by HONEYWELL because the OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by HONEYWELL in that these systems failed to function as required.

8. As a direct result of the breaches of warranties by HONEYWELL, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXVII

Wrongful Death/Breach of Contract – HONEYWELL INTERNATIONAL

INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. The United States Government entered into a contract with HONEYWELL for the design, manufacture, selection and integration of the life support systems in the \$100,000,000.00 per copy fifth generation stealth fighter.
3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.
4. The pilot life support requirements of the contract were performance requirements only, with the contractor HONEYWELL to decide what system would best meet the requirements for performance that included mission profile and sufficient breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.
5. The entire objective of the pilot life support portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.
6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective that he or she be equipped with an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS" other life support systems and an engine bleed air system that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be

able to control his or her aircraft and survive the flight.

7. HONEYWELL breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

- a. failing to design, manufacture, distribute, integrate and sell a safe and reliable OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;
- b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;
- c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.
- d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;
- e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

- f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;
- g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL but were not known to pilots and maintainers of the F-22 Raptor aircraft;
- h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;
- i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;
- j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.
- k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;
- l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;
- m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems in to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the breach of contract by HONEYWELL, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXVIII

Survival Action/Breach of Contract – HONEYWELL INTERNATIONAL

INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter "HONEYWELL"), states:

1. On or before November 16, 2010, HONEYWELL designed, manufactured, distributed, integrated and sold certain components and systems in the F-22 Raptor aircraft to the United States Government.

2. The United States Government entered into a contract with HONEYWELL for the design, manufacture, selection and integration of the life support systems in the \$100,000,000.00 per copy fifth generation stealth fighter.

3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.

4. The pilot life support requirements of the contract were performance requirements only, with the contractor HONEYWELL to decide what system would best meet the requirements for performance that included mission profile and sufficient breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.

5. The entire objective of the pilot life support portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.

6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective was that he or she be equipped with an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS"), other life support systems and an engine bleed air system that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.

7. HONEYWELL breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

- a. failing to design, manufacture, distribute, integrate and sell a safe and reliable OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;
- b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS and the engine bleed air system;
- c. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.
- d. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;
- e. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;
- f. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included adequate and reliable warning sensors;
- g. failing to design, manufacture, distribute, integrate and sell safe and

reliable instructions for the life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to design, manufacture, distribute, integrate and sell safe and reliable life support systems because the F-22 Raptor included a backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity.

k. failing to properly and adequately design, manufacture, integrate and sell the crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

l. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

m. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

n. failing to properly and adequately inform the United States Government of the weaknesses and defects in the OBOGS, the ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

o. failing to properly and adequately redesign the OBOGS, the ECS, and other life support systems in to correct known deficiencies;

p. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

8. As a direct result of the breaches of warranties by HONEYWELL, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXIX

Wrongful Death/Fraud – HONEYWELL INTERNATIONAL INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter "HONEYWELL"), states:

1. HONEYWELL committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly supplying unreasonably dangerous and

defective components in the F-22 Raptor aircraft, including its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS"), its other life support systems and engine bleed air system.

2. The F-22 Raptor aircraft was unreasonably dangerous and defective as follows:

- a. it was designed, manufactured, distributed and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;
- b. it was designed, manufactured, distributed and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;
- c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.
- d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;
- e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

- f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;
 - g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL;
 - h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;
 - i. it was designed, manufactured, distributed and sold with a dangerous and defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;
 - j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;
 - k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.
3. The fraud of HONEYWELL included, but is not limited to, the following:
- a. before November 16, 2010 HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the performance requirements of the crew survivability contract when HONEYWELL knew

that they did not;

b. before November 16, 2010 HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the reliability requirements of the crew survivability contract when HONEYWELL knew that they did not;

c. before November 16, 2010 HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems met systems integration requirements when HONEYWELL knew that they did not;

d. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft systems, including its OBOGS, its ECS and its other life support systems, would provide early and adequate warning to the pilots of failure or insufficiency of these systems when HONEYWELL knew that they did not;

e. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when HONEYWELL knew that they would not;

f. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its OBOGS, its ECS or its other life support systems when HONEYWELL knew that it had not;

g. before November 16, 2010, HONEYWELL represented to the United States

States Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems in the field when HONEYWELL knew that it had not;

h. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems that would allow our fighting men and women to survive combat, when HONEYWELL knew that it had not provided such an aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiff's decedent JEFFREY HANEY.

4. As a direct result of the fraud of HONEYWELL that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of HONEYWELL that continues to this date, the United States Air Force has awarded HONEYWELL a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which HONEYWELL has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of HONEYWELL, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

7. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well

as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

8. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXX

Survival Action/Fraud – HONEYWELL INTERNATIONAL INCORPORATED

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, HONEYWELL INTERNATIONAL INCORPORATED, (hereinafter “HONEYWELL”), states:

1. HONEYWELL committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly supplying an unreasonably dangerous and defective F-22 Raptor aircraft, including its Onboard Oxygen Generating System (“OBOGS”), its Environmental Control System (“ECS”), its other life support systems and engine bleed air system.

2. The F-22 Raptor aircraft was unreasonably dangerous and defective as follows:

a. it was designed, manufactured, distributed and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. it was designed, manufactured, distributed and sold with the dangerous

and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds by the OBOGS, the ECS and the engine bleed air system;

c. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the known life support systems failure modes and oxygen contamination modes that were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. it was designed, manufactured, distributed and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to HONEYWELL but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. it was designed, manufactured, distributed and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. it was designed, manufactured, distributed and sold with dangerous and defective life support warning sensors that were inadequate and unreliable;

g. it was designed, manufactured, distributed and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the life support systems, which were known to HONEYWELL;

h. it was designed, manufactured, distributed and sold with dangerous and defective life support system warnings as there were none;

i. it was designed, manufactured, distributed and sold with a dangerous and

defective oxygen backup system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. it was designed, manufactured, distributed and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. it was designed, manufactured, distributed and sold with a dangerous and defective life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other life support systems failures.

3. The fraud of HONEYWELL included, but is not limited to, the following:

a. before November 16, 2010 HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the performance requirements of the crew survivability contract when HONEYWELL knew that they did not;

b. before November 16, 2010 HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems, met the reliability requirements of the crew survivability contract when HONEYWELL knew that they did not;

c. before November 16, 2010 HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor

aircraft, including its OBOGS, its ECS and its other life support systems met systems integration requirements when HONEYWELL knew that they did not;

d. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft systems, including its OBOGS, its ECS and its other life support systems, would provide early and adequate warning to the pilots of failure or insufficiency of these systems when HONEYWELL knew that they did not;

e. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when HONEYWELL knew that they would not;

f. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its OBOGS, its ECS or its other life support systems when HONEYWELL knew that it had not;

g. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems in the field when HONEYWELL knew that it had not;

h. before November 16, 2010, HONEYWELL represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its OBOGS, its ECS and its other life support systems that would allow our fighting men and women to survive combat, when HONEYWELL knew that it had

not provided such and aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiffs' decedent JEFFREY HANEY.

4. As a direct result of the fraud of HONEYWELL that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of HONEYWELL that continues to this date, the United States Air Force has awarded HONEYWELL a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which HONEYWELL has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of HONEYWELL, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

7. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, HONEYWELL INTERNATIONAL INCORPORATED in an amount in excess of the minimum amount required

for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXI

Wrongful Death/Product Liability – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter “PRATT”), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, PRATT was the designer, manufacturer, distributor, integrator and seller of the F-119 afterburning turbofan engine that is installed on the F-22 Raptor aircraft and which provides high-temperature and high-pressure air, called engine “bleed air” to aircraft systems and components, including the Onboard Oxygen Generating System (“OBOGS”), the Environmental Control System (“ECS”) and other life support systems.

3. The F-22 Raptor aircraft and its engines, components, engine bleed air and other systems were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. PRATT was given complete latitude in the design and selection of the engine bleed air system and other systems and components necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff’s decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft

operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On November 16, 2010 and at the time the F-119 engines, engine bleed air systems, and other systems and components of the F-22 Raptor aircraft left the control of PRATT, they were unreasonably defective in that:

a. they were designed, manufactured, distributed, integrated and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds from the OBOGS, the ECS, the F-119 engine and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known bleed air systems failure modes and life support systems failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air supplied by the F-119 engine is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures,

faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the engine bleed air and life support systems, which were known to PRATT;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air and life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other engine bleed air and life support systems failures.

8. As a direct result of one or more of the aforesaid defects of the F-22 Raptor

aircraft components, engine bleed air systems and F-119 engines, designed, manufactured, distributed, integrated and sold by PRATT, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXII

Survival Action/Product Liability – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed, integrated and sold certain components in an F-22 Raptor aircraft to the United States Government.

2. On or before November 16, 2010, PRATT was the designer, manufacturer,

distributor, integrator and seller of the F-119 afterburning turbofan engine that is installed on the F-22 Raptor aircraft and which provides high-temperature and high-pressure air, called engine "bleed air" to aircraft systems and components, including the Onboard Oxygen Generating System ("OBOGS"), the Environmental Control System ("ECS") and other life support systems.

3. The F-22 Raptor aircraft and its engines, components, engine bleed air and other systems were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.

4. PRATT was given complete latitude in the design and selection of the engine bleed air system and other systems and components necessary and/or appropriate to meet the performance requirement of the United States Government.

5. On November 16, 2010, plaintiff's decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On November 16, 2010 and at the time the F-119 engines, engine bleed air systems, and other systems and components of the F-22 Raptor aircraft left the control of PRATT, they were unreasonably defective in that:

a. they were designed, manufactured, distributed, integrated and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds from the OBOGS, the ECS, the F-119 engine and the

engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known bleed air systems failure modes and life support systems failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air supplied by the F-119 engine is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the engine bleed air and life support systems, which were known to PRATT;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support system warnings as there were

none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air and life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other engine bleed air and life support systems failures.

8. As a direct result of one or more of the aforesaid defects of the F-22 Raptor aircraft components, life support systems and engine bleed air system designed, manufactured, distributed, integrated and sold by PRATT, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of

JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXIII

Wrongful Death/Negligence – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter “PRATT”), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, PRATT was the designer, manufacturer, distributor, integrator and seller of the F-119 afterburning turbofan engine that is installed on the F-22 Raptor aircraft and which provides high-temperature and high-pressure air, called engine “bleed air” to aircraft systems and components, including the Onboard Oxygen Generating System (“OBOGS”), the Environmental Control System (“ECS”) and other life support systems.
3. The F-22 Raptor aircraft and its engines, components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. PRATT was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.
5. On November 16, 2010, plaintiff’s decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson,

Alaska.

6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff's decedent, JEFFREY HANEY crashed and he was killed.

7. On or before November 16, 2010, PRATT was negligent, and that negligence was the cause of the death of JEFFREY HANEY.

8. The negligence of PRATT consisted of the following:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable aircraft engine, engine bleed air system, OBOGS, ECS, and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the engine, the engine bleed air system, OBOGS, the ECS and other life support systems;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other systems that accounted for system failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

- e. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;
- f. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included adequate and reliable warning sensors;
- g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the engines, engine bleed air systems, and other systems as there was nothing to alert pilots or maintainers of the failures of the engine bleed air system and life support systems, which were known to PRATT but were not known to pilots and maintainers of the F-22 Raptor aircraft;
- h. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that contained warnings as there were none;
- i. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;
- j. failing to properly and adequately design, manufacture, integrate and sell the engine, engine bleed air systems, and crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;
- k. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;
- l. failing to properly and adequately inform the United States Government so

that steps could be taken to train pilots and equip them with necessary back-up equipment;

m. failing to properly and adequately inform the United States Government of the weaknesses and defects in the engines, engine bleed air systems and life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

n. failing to properly and adequately redesign the engines, engine bleed air systems and life support systems to correct known deficiencies;

o. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of engine failures, engine bleed air systems failures, and other life support systems failures.

9. As a direct result of the negligence of PRATT, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

10. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

11. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXIV

Survival Action/Negligence – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter “PRATT”), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed and sold an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, PRATT was the designer, manufacturer, distributor, integrator and seller of the F-119 afterburning turbofan engine that is installed on the F-22 Raptor aircraft and which provides high-temperature and high-pressure air, called engine “bleed air” to aircraft systems and components, including the Onboard Oxygen Generating System (“OBOGS”), the Environmental Control System (“ECS”) and other life support systems.
3. The F-22 Raptor aircraft and its engines, components, life support systems and engine bleed air system were designed, manufactured, distributed, integrated and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. PRATT was given complete latitude in the design and selection of the components, life support systems and engine bleed air system necessary and/or appropriate to meet the performance requirement of the United States Government.
5. On November 16, 2010, plaintiff’s decedent, JEFFREY HANEY, was operating the aforesaid F-22 Raptor aircraft from, and in proximity to, Joint Base Elmendorf-Richardson, Alaska.
6. On November 16, 2010, while operating in Alaska, the F-22 Raptor aircraft operated by plaintiff’s decedent, JEFFREY HANEY crashed and he was killed.
7. On or before November 16, 2010, PRATT was negligent, and that negligence was

the cause of the death of JEFFREY HANEY.

8. The negligence of PRATT consisted of the following:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable aircraft engine, engine bleed air system, OBOGS, ECS, and other life support systems that safely and properly provided breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the engine, the engine bleed air system, OBOGS, the ECS and other life support systems;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other systems that accounted for system failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other systems that accounted for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

- f. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included adequate and reliable warning sensors;
- g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the engines, engine bleed air systems, and other systems as there was nothing to alert pilots or maintainers of the failures of the engine bleed air system and life support systems, which were known to PRATT but were not known to pilots and maintainers of the F-22 Raptor aircraft;
- h. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that contained warnings as there were none;
- i. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;
- j. failing to properly and adequately design, manufacture, integrate and sell the engine, engine bleed air systems, and crew life support systems, including the OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;
- k. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;
- l. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;
- m. failing to properly and adequately inform the United States Government of the weaknesses and defects in the engines, engine bleed air systems and life support

systems so adequate manuals could have been prepared for pilots and maintenance crews;

n. failing to properly and adequately redesign the engines, engine bleed air systems and life support systems to correct known deficiencies;

o. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of engine failures, engine bleed air systems failures, and other life support systems failures.

9. As a direct result the negligence of PRATT, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

10. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXV

Wrongful Death/Breach of Warranty – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, PRATT was the designer, manufacturer, distributor, integrator and seller of the F-119 afterburning turbofan engine that is installed on the F-22 Raptor aircraft and which provides high-temperature and high-pressure air, called engine "bleed air" to aircraft systems and components, including the Onboard Oxygen Generating System ("OBOGS"), the Environmental Control System ("ECS") and other life support systems.
3. The F-22 Raptor aircraft and its components, engine bleed air and other systems were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. PRATT was given complete latitude in the design and selection of the engine bleed air system and other systems and components necessary and/or appropriate to meet the performance requirement of the United States Government.
5. There existed on November 16, 2010 certain warranties of fitness for a particular purpose and merchantability that were implied from the contracts that were entered into between the United States Government and PRATT regardless of any writing to eliminate or limit them.
6. The warranty of fitness for a particular purpose was breached by PRATT in that the F-119 engines, engine bleed air systems and life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The F-119 engines, engine bleed air systems and life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:
 - a. the F-119 engines, engine bleed air systems, OBOGS, ECS, and other life support systems did not safely or properly provide breathable oxygen to the pilot operating the aircraft;
 - b. the F-119 engines, engine bleed air systems and life support systems did

not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS, the F-119 engine and the engine bleed air system;

c. the F-119 engines, engine bleed air systems, and life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably alert pilots or maintainers of the failures of the engine bleed air system, which were known to PRATT but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the F-119 engine, engine bleed air and life support systems did not safely and reliably contain warnings as there were and are none;

i. the F-119 engine, engine bleed air and life support systems did not safely

and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;

j. the F-119 engine, engine bleed air and life support systems did include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. the F-119 engine, engine bleed air and life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS, engine bleed air and life support systems failures.

7. The warranty of merchantability was breached by PRATT because the OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others designed, manufactured, sold or distributed by PRATT in that these systems failed to function as required.

8. As a direct result of the breaches of warranties by PRATT, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by

the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXVI

Survival Action/Breach of Warranty – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed and sold certain components in an F-22 Raptor aircraft to the United States Government.
2. On or before November 16, 2010, PRATT was the designer, manufacturer, distributor, integrator and seller of the F-119 afterburning turbofan engine that is installed on the F-22 Raptor aircraft and which provides high-temperature and high-pressure air, called engine "bleed air" to aircraft systems and components, including the Onboard Oxygen Generating System ("OBOGS"), the Environmental Control System ("ECS") and other life support systems.
3. The F-22 Raptor aircraft and its components, engine bleed air and other systems were designed, manufactured, distributed and sold pursuant to general, performance-only contracts with the United States Government that did not contain specific design specifications.
4. PRATT was given complete latitude in the design and selection of the engine bleed air system and other systems and components necessary and/or appropriate to meet the performance requirement of the United States Government.
5. There existed on November 16, 2010 certain warranties of fitness for a particular

purpose and merchantability that were implied from the contracts that were entered into between the United States Government and PRATT regardless of any writing to eliminate or limit them.

6. The warranty of fitness for a particular purpose was breached by PRATT in that the F-119 engines, engine bleed air systems and life support systems of the F-22 Raptor aircraft were completely and wholly inadequate for the purpose intended, which was safe flight. The F-119 engines, engine bleed air systems and life support systems of the F-22 Raptor aircraft were and are completely and wholly inadequate as follows:

a. the F-119 engines, engine bleed air systems, OBOGS, ECS, and other life support systems did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably supply the pilot with oxygen that was free of harmful contaminants and compounds that were introduced by the OBOGS, the ECS. the F-119 engine and the engine bleed air system;

c. the F-119 engines, engine bleed air systems, and life support systems did not safely and reliably account for failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably account for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. the F-119 engines, engine bleed air systems and life support systems did

not safely and reliably account for known failure modes and protected critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably include adequate and reliable warning sensors;

g. the F-119 engines, engine bleed air systems and life support systems did not safely and reliably alert pilots or maintainers of the failures of the engine bleed air system, which were known to PRATT but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. the F-119 engine, engine bleed air and life support systems did not safely and reliably contain warnings as there were and are none;

i. the F-119 engine, engine bleed air and life support systems did not safely and reliably include a backup oxygen system that automatically provides life support or breathable oxygen to the pilot in the event of a malfunction;

j. the F-119 engine, engine bleed air and life support systems did include a safe and reliable backup oxygen system because the existing backup oxygen system could be activated only manually, and its manual activation mechanism was and is located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. the F-119 engine, engine bleed air and life support systems did not safely and reliably take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS, engine bleed air and life support systems failures.

7. The warranty of merchantability was breached by PRATT because the OBOGS and the ECS and the life support systems were not of fair or average quality of other ECS or OBOGS or life support systems made by competitors nor were they of the same quality as others

designed, manufactured, sold or distributed by PRATT in that these systems failed to function as required.

8. As a direct result of the breaches of warranties by PRATT, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXVII

Wrongful Death/Breach of Contract – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed and sold the F-119 afterburning turbofan engine, its engine bleed air systems and certain other components in an F-22 Raptor aircraft to the United States Government.

2. The United States Government entered into a contract with PRATT for the

design, manufacture, selection and integration of F-119 afterburning turbofan engine, its engine bleed air system and certain other components that are installed in the \$100,000,000.00 per copy fifth generation stealth fighter.

3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.

4. The engine, engine bleed air system and pilot life support requirements of the contract were performance requirements only, with the contractor PRATT to decide what system would best meet the requirements for performance that included mission profile and sufficient engine bleed air to provide breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.

5. The entire objective of the engine bleed air portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.

6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective that he or she be equipped with engine bleed air sufficient to power F-22 Raptor aircraft systems, including an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS") and other life support systems that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.

7. PRATT breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable engines, engine bleed air systems, OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

- b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to provide a continuous and uncontaminated bleed air supply to the F-22 Raptor aircraft and its systems, including the OBOGS, the ECS, and its other life support systems;
- c. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that accounted for failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.
- d. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;
- e. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other life support systems that accounted for known failure modes and protected critical life support systems from the impact of engine and engine bleed air system failures, faults and malfunctions;
- f. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included adequate and reliable warning sensors;
- g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the engines, engine bleed air systems and life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems,

which were known to PRATT but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to properly and adequately design, manufacture, integrate and sell the engines, engine bleed air systems, OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

k. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

l. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

m. failing to properly and adequately inform the United States Government of the weaknesses and defects in the engines, engine bleed air systems, OBOGS, ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

n. failing to properly and adequately redesign the engines, engine bleed air, OBOGS, ECS, and other life support systems in to correct known deficiencies;

o. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of engines, engine bleed air systems,

OBOGS, ECS and other life support systems failures.

8. As a direct result of the breach of contract by PRATT, plaintiff's decedent, JEFFREY HANEY was killed on November 16, 2010.

9. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

10. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXVIII

Survival Action/Breach of Contract – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. On or before November 16, 2010, PRATT designed, manufactured, distributed and sold the F-119 afterburning turbofan engine, its engine bleed air systems and certain other components in an F-22 Raptor aircraft to the United States Government.

2. The United States Government entered into a contract with PRATT for the

design, manufacture, selection and integration of F-119 afterburning turbofan engine, its engine bleed air system and certain other components that are installed in the \$100,000,000.00 per copy fifth generation stealth fighter.

3. The purpose of that contract was to provide the United States Air Force with a fighter aircraft that would eclipse those operated by the world's other air forces.

4. The engine, engine bleed air system and pilot life support requirements of the contract were performance requirements only, with the contractor PRATT to decide what system would best meet the requirements for performance that included mission profile and sufficient engine bleed air to provide breathable oxygen to support pilot performance for the flight envelope and mission of the aircraft.

5. The entire objective of the engine bleed air portion of the contract was to benefit the pilot of the aircraft, in this instance plaintiff's decedent JEFFREY HANEY.

6. It was the objective, purpose and specific intention of the parties that the beneficiary of this contract was the pilot and the specific objective that he or she be equipped with engine bleed air sufficient to power F-22 Raptor aircraft systems, including an Onboard Oxygen Generating System ("OBOGS"), an Environmental Control System ("ECS") and other life support systems that would provide, under all anticipatable flight conditions, and in combat, sufficient breathable oxygen for the pilot to be able to control his or her aircraft and survive the flight.

7. PRATT breached its contract for the creditor beneficiary, JEFFREY HANEY, by failing to meet its obligations as follows:

a. failing to design, manufacture, distribute, integrate and sell a safe and reliable engines, engine bleed air systems, OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. failing to design, manufacture, distribute, integrate and sell a safe and reliable method to provide a continuous and uncontaminated bleed air supply to the F-22 Raptor aircraft and its systems, including the OBOGS, the ECS, and its other life support systems;

c. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that accounted for failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that accounted for the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and other life support systems that accounted for known failure modes and protected critical life support systems from the impact of engine and engine bleed air system failures, faults and malfunctions;

f. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included adequate and reliable warning sensors;

g. failing to design, manufacture, distribute, integrate and sell safe and reliable instructions for the engines, engine bleed air systems and life support systems as there was nothing to alert pilots or maintainers of the failures of the life support systems,

which were known to PRATT but were not known to pilots and maintainers of the F-22 Raptor aircraft;

h. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that contained warnings as there were none;

i. failing to design, manufacture, distribute, integrate and sell safe and reliable engines, engine bleed air systems and life support systems that included a backup oxygen system that automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. failing to properly and adequately design, manufacture, integrate and sell the engines, engine bleed air systems, OBOGS, ECS and other life support systems in the F-22 Raptor aircraft;

k. failing to properly and adequately perform their contracts in good faith to protect those who serve their country;

l. failing to properly and adequately inform the United States Government so that steps could be taken to train pilots and equip them with necessary back-up equipment;

m. failing to properly and adequately inform the United States Government of the weaknesses and defects in the engines, engine bleed air systems, OBOGS, ECS, and other life support systems so adequate manuals could have been prepared for pilots and maintenance crews;

n. failing to properly and adequately redesign the engines, engine bleed air, OBOGS, ECS, and other life support systems in to correct known deficiencies;

o. failing to properly and adequately take all reasonable steps to provide pilots with redundancy given the known history of engines, engine bleed air systems,

OBOGS, ECS and other life support systems failures

8. As a direct result of the breaches of warranties by PRATT, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

9. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XXXIX

Wrongful Death/Fraud – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. PRATT committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly supplying an unreasonably dangerous and defective F-22 Raptor aircraft, including its afterburning turbofan F-119 engine, its engine bleed air system, its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS"), and its other life support systems.

2. The F-119 engines, engine bleed air systems, life support systems and certain other components of the F-22 Raptor aircraft were unreasonably dangerous and defective as follows:

a. they were designed, manufactured, distributed, integrated and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds from the OBOGS, the ECS, the F-119 engine and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known bleed air systems failure modes and life support systems failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air supplied by the F-119 engine is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the engine bleed air and life support systems, which were known to PRATT;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air and life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other engine bleed air and life support systems failures.

3. The fraud of PRATT included, but is not limited to, the following:

a. before November 16, 2010 PRATT represented to the United States

Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems, met the performance requirements of the crew survivability contract when PRATT knew that they did not;

b. before November 16, 2010 PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems, met the reliability requirements of the crew survivability contract when PRATT knew that they did not;

c. before November 16, 2010 PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems met systems integration requirements when PRATT knew that they did not;

d. before November 16, 2010, PRATT represented to the United States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft systems, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems, would provide early and adequate warning to the pilots of failure or insufficiency of these systems when PRATT knew that they did not;

e. before November 16, 2010, PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when PRATT knew that they would not;

f. before November 16, 2010, PRATT represented to the United States

Government and to the public that it had fixed or cured any deficiencies in the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS or other life support systems when PRATT knew that it had not;

g. before November 16, 2010, PRATT represented to the United States Government and to the public that it had provided sufficient maintenance information to allow diagnostic and repair of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems in the field when PRATT knew that it had not;

h. before November 16, 2010, PRATT represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems that would allow our fighting men and women to survive combat, when PRATT knew that it had not provided such aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiff's decedent JEFFREY HANEY.

4. As a direct result of the fraud of PRATT that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

5. As a direct result of the fraud of PRATT that continues to this date, the United States Air Force has awarded PRATT a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which PRATT has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of PRATT, plaintiff's decedent, JEFFREY HANEY

was killed on November 16, 2010.

7. JEFFREY HANEY left surviving him as his next of kin, ANNA HANEY, his wife; AVA HANEY, his minor daughter; STELLA ROSE HANEY, his minor daughter, as well as any additional heirs or next of kin entitled to compensation under the Wrongful Death Act chosen by the Court.

8. ANNA HANEY is the Court Appointed Personal Representative of the Estate of JEFFREY HANEY, deceased and she brings this cause of action Pursuant to the Illinois Wrongful Death Statute, 740 ILCS 180/1, et seq. and/or any similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.

COUNT XL

Survival Action/Fraud – PRATT & WHITNEY

Plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased, complaining of defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION, (hereinafter "PRATT"), states:

1. PRATT committed actual fraud on the United States Government and therefore its employee JEFFREY HANEY by knowingly supplying an unreasonably dangerous and defective F-22 Raptor aircraft, including its afterburning turbofan F-119 engine, its engine bleed air system, its Onboard Oxygen Generating System ("OBOGS"), its Environmental Control System ("ECS"), and its other life support systems.

2. The F-119 engines, engine bleed air systems, life support systems and certain

other components of the F-22 Raptor aircraft were unreasonably dangerous and defective as follows:

a. they were designed, manufactured, distributed, integrated and sold with an OBOGS, ECS, and other life support systems that did not safely or properly provide breathable oxygen to the pilot operating the aircraft;

b. they were designed, manufactured, distributed, integrated and sold with the dangerous and defective propensity to supply the pilot with oxygen contaminated by harmful elements and compounds from the OBOGS, the ECS, the F-119 engine and the engine bleed air system;

c. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the known bleed air systems failure modes and life support systems failure modes and oxygen contamination modes that were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft.

d. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that ignored the numerous failures, faults and malfunctions of the engine bleed air system, including but not limited to overheat conditions and bleed air contamination, such that the engine bleed air supplied by the F-119 engine is not suitable to support the OBOGS, ECS and other life support systems of the F-22 Raptor aircraft and these conditions were known to PRATT but were not known to the pilots or maintainers of F-22 Raptor aircraft;

e. they were designed, manufactured, distributed, integrated and sold in a dangerous and defective condition that did not account for known failure modes and did not protect critical life support systems from the impact of bleed air system failures, faults and malfunctions;

f. they were designed, manufactured, distributed, integrated and sold with

dangerous and defective engine bleed air and life support warning sensors that were inadequate and unreliable;

g. they were designed, manufactured, distributed, integrated and sold with dangerous and defective instructions as there was nothing to alert pilots or maintainers of the failures of the engine bleed air and life support systems, which were known to PRATT;

h. they were designed, manufactured, distributed, integrated and sold with dangerous and defective engine bleed air and life support system warnings as there were none;

i. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air system that did not automatically provide life support or breathable oxygen to the pilot in the event of a malfunction;

j. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective backup oxygen system which could be activated only manually, and whose manual activation mechanism was located underneath and behind the pilot, in an area impossible for a pilot to reach while he or she maneuvered the sophisticated aircraft at speeds exceeding the speed of sound and while he or she experienced forces many times the force gravity;

k. they were designed, manufactured, distributed, integrated and sold with a dangerous and defective engine bleed air and life support systems that did not take all reasonable steps to provide the pilots with redundancy given the known history of OBOGS, ECS and other engine bleed air and life support systems failures.

3. The fraud of PRATT included, but is not limited to, the following:

a. before November 16, 2010 PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor

aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems, met the performance requirements of the crew survivability contract when PRATT knew that they did not;

b. before November 16, 2010 PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems, met the reliability requirements of the crew survivability contract when PRATT knew that they did not;

c. before November 16, 2010 PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems met systems integration requirements when PRATT knew that they did not;

d. before November 16, 2010, PRATT represented to the United States Government and to the public that the failure annunciation system for the F-22 Raptor aircraft systems, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems, would provide early and adequate warning to the pilots of failure or insufficiency of these systems when PRATT knew that they did not;

e. before November 16, 2010, PRATT represented to the United States Government and to the public that the systems and components of the F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems would work with oxygen masks, counter-pressure garments, anti-exposure garments and high "g" maneuvering when PRATT knew that they would not;

f. before November 16, 2010, PRATT represented to the United States Government and to the public that it had fixed or cured any deficiencies in the F-22

Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS or other life support systems when PRATT knew that it had not;

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h. before November 16, 2010, PRATT represented to the United States Government and to the public that it had provided a safe and reliable F-22 Raptor aircraft, including its F-119 engines, engine bleed air systems, OBOGS, ECS and other life support systems that would allow our fighting men and women to survive combat, when PRATT knew that it had not provided such aircraft nor such systems to allow our pilots to survive even routine training missions, such as the one that killed plaintiff's decedent JEFFREY HANEY.

4. As a direct result of the fraud of PRATT that continues to this date, the United States Air Force has had to ground and/or severely limit flight of the F-22 Raptor aircraft, which has severely limited the aircraft's combat operations, range, and utility and the plaintiff's decedent JEFFREY HANEY is dead.

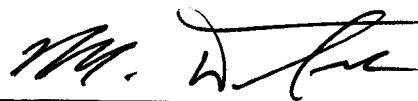
5. As a direct result of the fraud of PRATT that continues to this date, the United States Air Force has awarded PRATT a new multi-million dollar contract to investigate the failures, defects and deficiencies of the F-22 Raptor aircraft OBOGS, ECS and other life support systems, of which PRATT has had continuing knowledge since the inception of the F-22 Raptor program and which directly caused the death of plaintiff's decedent JEFFREY HANEY.

6. As a direct result of the fraud of PRATT, plaintiff's decedent, JEFFREY HANEY sustained injuries of a personal and pecuniary nature, including conscious pain and suffering

prior to his death on November 16, 2010 and had he survived, he would have been entitled to bring a cause of action for such personal and pecuniary injuries, and such action has survived him.

7. Plaintiff, ANNA HANEY, Personal Representative of the Estate of JEFFREY HANEY, deceased, brings this Survival Action, pursuant to 755 ILCS 5/27-6, commonly known as the Survival Act of the State of Illinois, and/or any other similar Act deemed applicable by the Court.

WHEREFORE, plaintiff, ANNA HANEY, as Personal Representative of the Estate of JEFFREY HANEY, deceased demands judgment against defendant, PRATT & WHITNEY, a division of UNITED TECHNOLOGIES CORPORATION in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.



Michael K. Demetrio

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION

ANNA HANEY, Personal Representative of the
Estate of JEFFREY HANEY, deceased,

Plaintiff,

v.

THE BOEING COMPANY, a corporation;
LOCKHEED MARTIN CORPORATION;
HONEYWELL INTERNATIONAL, Inc., a
corporation; and PRATT & WHITNEY a
division of UNTIED TECHNOLOGIES
CORPORATION,

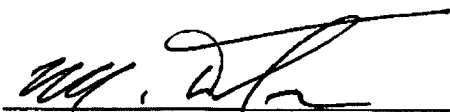
Defendants.

No.

AFFIDAVIT

I, MICHAEL K. DEMETRIO, state under oath:

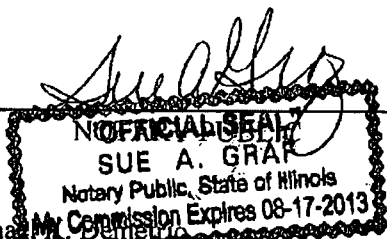
1. I am an attorney associated with Corboy & Demetrio, P.C. and am responsible for filing of the Complaint at Law in this matter.
2. The total of money damages sought by plaintiff does exceed \$50,000.00, exclusive of interest and costs.



CORBOY & DEMETRIO, P.C.

By: Michael K. Demetrio

SUBSCRIBED and SWORN to before me
this 5th day of MARCH, 2012.



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