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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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 14 California Regional Rail Authority dba Metrolink

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16 UNITED STATES DISTRICT COURT
 17 CENTRAL DISTRICT OF CALIFORNIA

18 SOUTHERN CALIFORNIA
 19 REGIONAL RAIL AUTHORITY dba
 20 Metrolink and CONNEX RAILROAD
 LLC,

21 Plaintiffs/Interpleader
 22 Fund Creators,

23 v.

24 LETICIA MAGDALENO and
 JUVENAL MAGDALENO,
 25 individuals; additional named
 defendants listed in Exhibit A; and
 26 Does 1 through 10, inclusive,

27 Defendants/Interpleader
 28 Fund Claimants.

CASE NO.

CV10 6365-PA
 (S)(H)

**COMPLAINT IN INTERPLEADER
 TO ESTABLISH \$200 MILLION
 FUND FOR CHATSWORTH
 PASSENGERS**

1 **Introduction**

2 1. Plaintiffs (“Interpleader Fund Creators”) file this interpleader action in
3 order to avoid unnecessary proceedings and create a quick, equitable, and efficient
4 way to compensate all claims asserted by, or on behalf of, injured or deceased
5 Passengers¹ from the train collision in Chatsworth, California on September 12,
6 2008 involving a Metrolink commuter train and a Union Pacific freight train
7 (“Chatsworth accident”). Twenty-four Passengers died in the Chatsworth accident,
8 and dozens of others were injured and have asserted claims for compensation for
9 their injuries.

10 2. The Interpleader Fund Creators have obtained the authority of their
11 insurers to apply their policy reserves to the funding of this Interpleader and will
12 move the Court for an order pursuant to Federal Rule of Civil Procedure 67 for the
13 deposit of \$200 million in an approved interest bearing account, to compensate
14 injured Passengers and those claiming damages on account of injured or deceased
15 Passengers of Metrolink train 111 on September 12, 2008 which was involved in
16 the Chatsworth accident (collectively, the “Interpleader Fund Claimants”). The
17 payment to the Interpleader Fund Claimants shall be without regard to fault or
18 liability of the Interpleader Fund Creators, and shall be made upon the release and
19 discharge of the Interpleader Fund Creators and all other persons and entities who
20 have been or possibly could be sued by Interpleader Claimants for death, injury or
21 other damages as a result of the Chatsworth accident, and meet any part of the
22 definitions contained in 49 U.S.C. § 28103(e)(1)² (collectively, and together with
23 the Interpleader Fund Creators, the “Released Parties”). The Released Parties
24 specifically include the Los Angeles County Metropolitan Transportation

25 ¹ “Passenger” means “passenger” or “rail passenger” as identified in The Amtrak Reform and Accountability Act of
26 1997 (“Amtrak Reform Act”), 49 U.S.C. § 28103(a)(1) and (2).

27 ² 49 U.S.C. § 28103(e)(1): “Amtrak, any high-speed railroad authority or operator, any commuter authority or
28 operator, any rail carrier, or any State; or ... an officer, employee, affiliate engaged in railroad operations, or agent,
of Amtrak, any high-speed railroad authority or operator, any commuter authority or operator, any rail carrier, or any
State.”

1 Authority, the member agencies of the Southern California Regional Rail
2 Authority, Veolia Transportation, Inc., Union Pacific Railroad Company, BNSF
3 Railway Company, Bombardier Transit Corporation, Herzog Contracting, and Mass
4 Electric Construction Corporation.

5 3. \$200 million is the maximum amount available to the Interpleader
6 Fund Claimants because a federal statute places an aggregate limit on Passenger
7 damages of any kind at \$200 million arising from any single passenger train
8 accident. Accordingly, there exists a genuine limited-fund situation. 49 U.S.C. §
9 28103(a)(2). A limited-fund situation creates the predicate for a statutory
10 interpleader under section 1335(a) of United States Code, title 28.

11 4. Upon the final determination that the conditions of this interpleader
12 complaint set forth below ("Interpleader Conditions") have been satisfied, the
13 Interpleader Fund Creators and their insurers will have no further right or interest in
14 the interpleader fund and the Court should enter a final order releasing and
15 discharging the Released Parties. The Interpleader Fund Creators will not dispute
16 in this proceeding that the Interpleader Fund Claimants are entitled to compensation
17 for their injuries in the amounts determined in accordance with the Allocation
18 Procedure (described below) within the full amount of the interpleader fund. This
19 interpleader will avoid months and perhaps years of litigation over liability and
20 causation issues while making compensation available to Passengers on an
21 expedited basis.

22 Parties to the Action

23 5. The Plaintiffs to this Action are the Southern California Regional Rail
24 Authority dba Metrolink and Connex Railroad, LLC, collectively the Interpleader
25 Fund Creators.

26 6. The Defendants to this Action are all known and unknown Interpleader
27 Fund Claimants including, without limitation, those persons and estates identified
28 in Exhibit A (which includes all known Passenger claimants and those claiming

1 damages on account of injured or deceased Passengers) and Does 1-200, inclusive,
2 representing unknown Passenger claimants.

3 **Jurisdiction for Statutory Interpleader**

4 7. The Court has original federal jurisdiction under section 1335(a) of
5 United States Code, title 28. The Interpleader Fund Creators are in possession of a
6 limited fund in excess of \$500. The fund is in the form of cash to be deposited with
7 the Court upon the entry of an order pursuant to Federal Rule of Civil Procedure 67
8 payable to the Clerk of the Court with appropriate conditions.

9 8. The Interpleader Fund Claimants are of diverse citizenship. Claimants
10 Charles E. Peck, Jr., Daniel John Peck, and Rachel Renee Peck, by and through her
11 guardian ad litem, Maria Peck, reside in Salt Lake City, Utah, and therefore are
12 citizens of the State of Utah. Claimants Leap Lav and Mey Chao, the wife and
13 daughter of deceased passenger Yi Chao, are citizens of the State of Nevada.
14 Several other claimants, including named claimants Leticia Magdaleno and Juvenal
15 Magdaleno, who reside in the County of Ventura, are citizens of the State of
16 California. Minimal diversity is satisfied.

17 9. The dispositive legal issue underlying the interpleader complaint
18 relates to the application and enforcement of the Amtrak Reform Act. As such, this
19 interpleader also presents a substantial federal question of first impression.

20 10. The Interpleader Fund Claimants are believed to have conflicting
21 assertions of right to the proceeds of this limited fund.

22 11. The Interpleader Fund Creators will pay their own attorneys fees and
23 expenses related to the institution and maintenance of the interpleader. Interpleader
24 Fund Claimants shall be responsible for their own attorneys' fees and expenses.

25 **An Interpleader Solution Would Be Faster and Fairer and Result in Greater**
26 **Compensation to Persons Injured in the Chatsworth Collision**

27 12. There are overwhelming advantages to both Interpleader Fund
28 Claimants and Interpleader Fund Creators accomplished by this interpleader action.

1 An interpleader should yield a much faster compensation process with many fact-
2 intensive liability and fault-finding issues eliminated. The award process can move
3 along quickly, perhaps years faster without the needless consumption of time and
4 resources dedicated to the litigation of liability issues and the enforcement of any
5 award arising from such litigation.

6 13. In light of the provisions of the Amtrak Reform Act and the scope of
7 the damages alleged herein, interpleader is the appropriate method for resolving
8 Passenger claims.

9 14. There are currently 109 lawsuits pending which arise from the
10 Chatsworth accident, all but a few of which involve Passenger claims. These
11 lawsuits are pending before the Superior Court of the State of California in and for
12 the County of Los Angeles in a designated coordinated complex proceeding known
13 as the Chatsworth Metrolink Collision Cases ("Passenger Coordinated Litigation").
14 Those Passenger claims should be consolidated into this proceeding. This
15 interpleader should become the global solution for the compensation of Passengers
16 as it provides for compensation to the Passengers and those claiming damages on
17 their behalf to the maximum amount permitted under the Amtrak Reform Act in
18 exchange for a release for all Released Parties.

19 15. Upon order of the Court that the conditions of this Interpleader
20 Complaint have been satisfied ("Interpleader Conditions") and that all that remains
21 for the completion of these proceedings is the Interpleader Funding (described
22 below) and allocation and distribution of the interpleader funds to the Interpleader
23 Fund Claimants, the Court shall enter an order and partial final judgment
24 dismissing Interpleader Fund Creators ("Discharge Order"). The Discharge Order
25 and judgment entered thereon shall operate as a full and final release and discharge
26 from any further liability to Interpleader Fund Claimants in favor of all Released
27 Parties.

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1 Procedure set forth below for distribution of awards to all Interpleader Fund
2 Claimants that collectively do not exceed \$200 million.

3 18. Upon the expiration of the time for the filing of any appeal from the
4 Discharge Order either (1) without any appeal having been filed; or (2) upon the
5 successful resolution of any appeal(s) by issuance of the mandate affirming in all
6 respects the Discharge Order and judgment thereon, the Discharge Order shall be
7 deemed final (the "Final Discharge Order").

8 **The Interpleader Funding And Allocation Procedure**

9 19. Within 10 days of the entry of the Final Discharge Order, or such other
10 time period as shall be approved by the Parties or the Court, (the "Interpleader
11 Funding Date"), the cash and accrued interest in the account established to hold the
12 interpleader funds shall be converted to the Chatsworth Metrolink Litigation
13 Qualified Settlement Fund established pursuant to Internal Revenue Code 468B and
14 26 CFR 1.468B-1 at Union Bank of California or such other bank or financial
15 institution approved by the Parties and the court ("Interpleader Funding").

16 20. Upon the entry of the Final Discharge Order, the Interpleader Fund
17 Creators join in any request made by the Interpleader Claimants that the Court stay
18 further proceedings and transfer responsibility for determining the allocation and
19 distribution of the Interpleader Funding to the Passenger Coordinated Litigation
20 under California state law governing interpleader actions and on terms that this
21 Court, the state court and the Parties shall deem just and appropriate (the
22 "Allocation Procedure"). The Allocation Procedure shall include provisions to
23 ensure the protection of the interests of all persons or entities asserting liens based
24 on payments made, or services provided, to Interpleader Fund Claimants, including
25 without limitation liens asserted by providers of legal services, medical or
26 healthcare services, and by governmental entities, including Medicare.

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1 **The Federal Aggregate-Damages Statute Creates a Limited Fund**

2 21. An interpleader or an action in the nature of interpleader requires the
3 presence of a limited fund with actual or potential conflicting claims thereto. In this
4 case, a federal statute creates a limited-fund situation.

5 22. Federal law mandates that the aggregate Passenger damages shall not
6 exceed \$200 million against the Released Parties. The statute reads in relevant part:
7 “The aggregate allowable awards to all rail passengers, against all defendants, for
8 all claims, including claims for punitive damages, arising from a single accident or
9 incident, shall not exceed \$200,000,000.” 49 U.S.C. § 28103(a)(2). “Claim” is
10 defined as any claim made against Amtrak, any high-speed railroad authority or
11 operator, any commuter authority or operator, and any rail carrier, and any officers,
12 employees, agents, or affiliates of the same. 49 U.S.C. § 28103(e).

13 23. The Interpleader Fund Creators are subject to the federal statute. They
14 are, variously, a commuter authority, an operator and a rail carrier. The purpose
15 and expansive language of the Amtrak Reform Act is clearly intended to extend the
16 protections of the Amtrak Reform Act at least to the Released Parties who
17 constitute the agents and/or contractors of the Interpleader Fund Creators.

18 24. The Interpleader Fund Claimants are Passengers with actual or
19 potential claims arising from the Chatsworth accident and those claiming damages
20 on account of injured or deceased Passengers.

21 25. The Chatsworth accident was a single accident or incident.

22 26. The federal damages statute is enforceable and applicable to the
23 Chatsworth accident. The plain terms of the statute are sufficient and compelling.

24 27. The plain language and the legislative history of the aggregate-
25 damages statute confirms the purpose of the statute. Congress enacted this tort
26 reform to bolster the prospects for the creation, maintenance and extension of
27 publicly-financed commuter transportation. Congress also recognized the
28 environmental and economic advantages of promoting mass transit by rail.

1 Congress further recognized the mutual dependency of public and private entities in
2 promoting mass transit. While the aggregate-damages statute is found in the
3 Amtrak Reform Act, the purposes of the statute plainly – and for sound public-
4 policy reasons – extend beyond Amtrak.

5 **The Interpleader Fund Claimants Will**
6 **Assert Rights to the Same Limited Fund**

7 28. The Interpleader Fund Claimants have asserted, and are expected to
8 further assert, rights to the proceeds of the limited fund. Their claims are in good
9 faith believed to be adverse and overlapping.

10 29. The asserted damages of the Interpleader Fund Claimants reportedly
11 exceed \$200 million. The Interpleader Fund Creators believe in good faith that the
12 Interpleader Fund Claimants will collectively seek over \$200 million in
13 compensatory and other damages, thus exceeding the limits of the fund.

14 WHEREFORE, Interpleader Fund Creators respectfully pray for judgment as
15 follows:

16 (A) That the federal aggregate damages cap, section 28103(a)(2) of
17 United States Code, title 49, be found applicable and sufficient to create the basis
18 for a statutory interpleader action;

19 (B) That the Court determine that the remaining Interpleader
20 Conditions are appropriate and satisfied as follows:

21 (i) The payment of \$200 million by the Interpleader Fund
22 Creators through this interpleader “was made in good faith” within the meaning of
23 California Code of Civil Procedure Section 877.6 and has the effect of barring
24 claims for contribution and indemnity against the Interpleader Fund Creators and
25 the Released Parties as set forth in California Code of Civil Procedure Section
26 877.6;

27 (ii) The payment of \$200 million by the Interpleader Fund
28 Creators through this interpleader releases the Interpleader Fund Creators and the

1 Released Parties from liability for indemnity or contribution to any third party
2 arising out of any claims which are subject to the Amtrak Reform Act;

3 (iii) The Los Angeles County Superior Court shall assume
4 responsibility for the Allocation Procedure under California state law governing
5 interpleader actions and on terms that the state court shall deem just and
6 appropriate; and

7 (iv) The Court shall enter the Discharge Order and Judgment
8 on behalf of the Released Parties, constituting a full and final release of any claims,
9 demands or causes of action whatsoever on behalf of the Interpleader Fund
10 Claimants and any other person or entity claiming any form of relief, including,
11 without limitation, indemnity on account of liability arising from the death or injury
12 of Passengers involved in the Chatsworth accident;

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(C) That the Court enter any other relief that it deems just and proper.

Dated: August 25 2010

DLA PIPER LLP (US)

By: 

**JEFFREY M. SHOHE
CHRISTOPHER M. YOUNG**

**D. LEE ROBERTS, JR. (pro hac vice)
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Connex Railroad LLC*

Dated: August 25 2010

ERNSTER LAW OFFICES, P.C.

By: 

**JOHN H. ERNSTER
MARILYN J. BACON
RYAN K. MARDEN**

*Attorneys for Plaintiff in Interpleader
Southern California Regional Rail Authority
dba Metrolink*

EXHIBIT A

[NOTE: Identified passengers are separately listed in brackets; individuals and entities listed below a passenger's name are known potential claimants associated with that passenger.]

[Passenger Joel Aaronson]

- **Joel Aaronson**
- **Barbara Aaronson**

[Passenger Karen Abed]

- **Karen Abed**

[Passenger Daniel Aiello]

- **Daniel Aiello**
- **Amanda Aiello**

[Passenger Christopher Aiken]

- **Estate of Christopher Aiken**, by and through its successor in interest Sharon R. Aiken
- **Sharon R. Aiken**, individually, and as guardian ad litem for Kaitlin B. Trevett and Samantha A. Trevett, and as successor in interest to the Estate of Christopher Aiken
- **Kaitlin B. Trevett**, a minor, by guardian ad litem Sharon R. Aiken
- **Samantha A. Trevett**, a minor, by guardian ad litem Sharon R. Aiken
- **Thaddeaus Berry**

[Passenger Robin Akers]

- **Robin Akers**
- **Jenyfer Akers**

[Passenger Gerald L. Akins]

- **Gerald L. Akins**
- **Angelina Akins**

[Passenger Jose Martin Alcaraz (aka Daniel Sosa)]

- **Jose Martin Alcaraz (aka Daniel Sosa)**

[Passenger Dennis Arnold]

- **Estate of Dennis Arnold**, by and through its personal representative Maria Luisa Arnold
- **Maria Luisa Arnold**, individually and as personal representative of Estate of Dennis Arnold
- **Scott M. Noble**
- **Jeanette Arnold Noble**

[Passenger Donald M. Ashman]

- Donald M. Ashman
- Ellen Ashman

[Passenger Jenny Baarstad]

- Jenny Baarstad

[Passenger Michelle Baker]

- Michelle Baker
- Brian Baker

[Passenger Joseph Binggeli]

- Joseph Binggeli

[Passenger Valerie Bekeny]

- Valerie Bekeny

[Passenger Alan Bell]

- Alan Bell

[Passenger Ernest Bishop]

- Ernest Bishop

[Passenger Phillip Bleau]

- Phillip Bleau

[Passenger David Bostwick]

- David Bostwick

[Passenger Dean LaFoy Brower]

- Estate of Dean LaFoy Brower
- Kimberly Sue Brower, individually and as guardian ad litem for William LaFoy Brower and Armando Ramos-Brower
- Lindsey E. Brower-Wilson
- William LaFoy Brower, an incompetent adult, by his guardian ad litem Kimberly Sue Brower
- Armando Ramos-Brower, an incompetent adult, by his guardian ad litem Kimberly Sue Brower

[Passenger Greg Brown]

- Greg Brown

[Passenger Alan Buckley]

- Estate of Alan Buckley, by its successors in interest Jeffrey Buckley and Diane Adair
- Jeffrey Buckley, individually and as successor in interest of Alan Buckley
- Diane Adair, individually and as successor in interest of Alan Buckley
- Patricia Buckley

[Passenger Stephen Burch]

- Stephen Burch
- Patricia Burch

[Passenger John A. Carey]

- John A. Carey

[Passenger Pedro Castillo]

- Pedro Castillo

[Passenger David Castro]

- David Castro
- Raquel Castro

[Passenger Wilfredo Castro]

- Wilfredo Castro

[Passenger Paul Chaton]

- Paul Chaton

[Passenger Yi Chao]

- Estate of Yi Chao
- Kong Chao, individually, as Special Administrator of the Estate of Yi Chao, and on behalf of the survivors, heirs and beneficiaries of Yi Chao
- Leap Lav, individually and as successor in interest to Estate of Yi Chao
- Caryn Chao
- Chi Vouy Chao
- Mey Chao

[Passenger Patricia Chelius]

- Patricia Chelius

[Passenger Suzanne Coane]

- Suzanne Coane

[Passenger Ray Conklin]

- Ray Conklin
- Lynne Conklin

[Passenger Jeremy Conyers]

- **Jeremy Conyers**

[Passenger Enriqueta Coronado]

- **Enriqueta Coronado**

[Passenger Nicholas S. Cotsis]

- **Nicholas S. Costis**
- **Sylvia Cotsis**

[Passenger Albert Cox]

- **Albert Cox**
- **Marianne Cox**

[Passenger Louis Cruz Aldana]

- **Louis Cruz Aldana**
- **Iris Cruz**

[Passenger Gustavo DeAlba]

- **Gustavo De Alba**

[Passenger Spree DeSha]

- **Estate of Spree DeSha**, by Administrator Laura Gerritsen and survivors Alan Moran and Sha Moran
- **Laura Gerritsen**, individually and as Administrator of Estate of Spree DeSha
- **Alan Moran**, individually and as survivor of Spree DeSha
- **Sha Moran**, individually and as survivor of Spree DeSha

[Passenger David Dolnick]

- **David Dolnick**

[Passenger Tim Donis]

- **Tim Donis**

[Passenger Scott Doran]

- **Scott Doran**
- **Cordelia G. Doran**

[Passenger Alfred Dutra]

- **Alfred Dutra**

[Passenger John Mark Ebert]

- **John Mark Ebert**
- **Susan Ebert**

[Passenger Paulo Cesar Reyes Espinosa]

- **Paulo Cesar Reyes Espinosa**

[Passenger Frederick Stephen Fetchet]

- **Frederick Stephen Fetchet**
- **Catherine S. Fetchet**

[Passenger Eric G. Forbes]

- **Eric G. Forbes**

[Passenger John Freel]

- **John Freel**
- **Evelyn Freel**

[Passenger Walter Arney Fuller]

- **Estate of Walter Arney Fuller**
- **Jennifer Anne Fuller**, individually and as successor in interest to Walter Arney Fuller
- **Kelly Ann Loftis**, individually and as successor in interest to Walter Arney Fuller
- **Kristi Fuller**, individually and as successor in interest to Walter Arney Fuller
- **Casey Fuller**, individually and as successor in interest to Walter Arney Fuller

[Passenger Patricia Galtress]

- **Patricia Galtress**

[Passenger Budiman Gondosubroto]

- **Budiman Gondosubroto**

[Passenger Carmen Gonzalez]

- **Carmen Gonzalez**

[Passenger Ronald Grace]

- **Estate of Ron Grace**, through his Survivors Janice Grace, Brian Grace, and Andrew Grace
- **Janice Grace**, individually and as survivor of Ron Grace
- **Brian Grace**, individually and as survivor of Ron Grace
- **Andrew Grace**, individually and as survivor of Ron Grace

[Passenger Brandon Gray]

- **Brandon Gray**
- **Sylvia Gray**

[Passenger Seamus Gray]

- **Seamus Gray**

[Passenger Karen Hamilton]

- **Karen Hamilton**

[Passenger Michael Hammersley]

- **Estate of Michael Hammersley**
- **Patricia Hammersley, individually and as successor in interest to the Estate of Michael Hammersley**

[Passenger Jocelyn Harris]

- **Jocelyn Harris**

[Passenger Kimberly Hartzog]

- **Kimberly Hartzog**

[Passenger Michael Harvey]

- **Michael Harvey**

[Passenger Norma Gomez Haverstock]

- **Norma Gomez Haverstock**
- **Frank Haverstock**

[Passenger Jacob Hefter]

- **Estate of Jacob Hefter**
- **Alan Lee Hefter, individually and as successor in interest to Jacob Alan Hefter**
- **Angela Rose Hefter, individually and as successor in interest to Jacob Alan Hefter**

[Passenger Lyrik Hightower]

- **Lyrik Hightower**

[Passenger Dale Hoagland]

- **Dale Hoagland**
- **Martha Hoagland**

[Passenger John Hodgkinson]

- **John Hodgkinson**

[Passenger Chen Wyan "Kari" Hsieh]

- **Estate of Chen Wyan "Kari" Hsieh, by its successor in interest Tien Shen Hsieh**
- **Tien Shen Hsieh, individually and as successor in interest to Estate of Chen Wyan "Kari" Hsieh**
- **Hsiu Lien Yeh**
- **Sophia Yuan Hsieh**

[Passenger James Hugo]

- James Hugo
- Lorraine Hugo

[Passenger Maria Kapamas]

- Maria Kapamas

[Passenger Gary S. Katzman]

- Gary S. Katzman

[Passenger Ernest "Pete" Kish]

- Estate of Ernest Kish
- Janice M. Kish, individually and as guardian ad litem to Lori Kish
- Alex Kish
- Lori Kish, a minor, by her guardian ad litem Janice M. Kish

[Passenger Michael Kloster]

- Michael Kloster
- Christi Kloster

[Passenger Nancy Kniep]

- Nancy Kniep

[Passenger Frank Kohler]

- Frank Kohler

[Passenger Kipp Landis]

- Kipp Landis
- Charee Landis

[Passenger Steven Lindell]

- Steven Lindell

[Passenger Gregory Lintner]

- Estate of Gregory Lintner
- Michelle Lintner, individually, as guardian ad litem for Andrew Gregory Lintner
- Andrew Gregory Lintner, a minor, by his guardian ad litem Michelle Lintner

[Passenger Devin M. Long]

- Devin M. Long, a minor, by his guardian ad litem, Karen S. Long

[Passenger Karen S. Long]

- Karen S. Long

[Passenger Paul Long]

- **Estate of Paul S. Long**
- **Karen S. Long**, individually, as guardian ad litem of Devin M. Long, and as Surviving Heir and successor in interest to Paul S. Long
- **Devin M. Long**, a minor, by his guardian ad litem Karen S. Long, individually and as Surviving Heir and successor in interest to Paul S. Long

[Passenger Kathryn Longawa]

- **Kathryn Longawa**

[Passenger Steve Longhorn]

- **Steve Longhorn**

[Passenger Gary Lopez]

- **Gary Lopez**
- **Sandra Lopez**

[Passenger Manuel Macias Jr.]

- **Estate of Manuel Macias Jr.**, by its successor in interest Cynthia Macias
- **Cynthia Macias**, individually and as successor in interest to Manuel Macias Jr.

Passenger Victoria Madison]

- **Victoria Madison**

[Passenger Aida Magdaleno]

- **Estate of Aida Magdaleno**
- **Juvenal Magdaleno**
- **Leticia Magdaleno**

[Passenger Leslie Mainwal]

- **Leslie Mainwal**

[Passenger Antonio Martinez Jr.]

- **Antonio Martinez Jr.**

[Passenger Blesilda Masatani]

- **Blesilda Masatani**

[Passenger Michael McDonald]

- **Michael McDonald**
- **Victoria McDonald**

[Passenger Michael R. McReynolds]

- Michael McReynolds
- Kathy McReynolds

[Passenger Theresa Meehan]

- Theresa Meehan

[Passenger Paula A. Mills]

- Paula A. Mills
- Robert Randall

[Passenger Rachael Mofya]

- Rachael Mofya

[Passenger Beverley Mosley]

- Estate of Beverly Mosley
- Thomasina M. Mosley
- Nicole P. Mosley, individually and as guardian ad litem for Kingston S. Ifield
- Kingston S. Ifield, a minor, by his guardian ad litem Nicole P. Mosley

[Passenger Richard Myles]

- Richard Myles
- Helen Myles

[Passenger Marcia Nalivansky]

- Marcia Nalivansky
- Albert Nalivansky

[Passenger Norman Nicholson]

- Norman Nicholson

[Passenger Francisco Ocampo]

- Francisco Ocampo

[Passenger Leonardo Pabro]

- Leonardo Pabro

[Passenger Gina Paduano]

- Gina Paduano

[Passenger Teneal Page]

- Teneal Page

[Passenger James A. Paulson]

- James A. Paulson
- Nanci Paulson

[Passenger Charles E. Peck]

- Estate of Charles E. Peck
- Charles E. Peck Jr.
- Daniel John Peck
- Rachel Renee Peck, an incompetent adult, by her guardian ad litem Maria Peck
- Maria Peck, as guardian ad litem for Rachel Renee Peck
- Andrea Katz

[Passenger John Perdigao]

- John Perdigao

[Passenger Arnold Peterson]

- Arnold Peterson
- Anna Peterson

[Passenger Charles Pfhul]

- Charles Pfhul

[Passenger Howard Pompel]

- Estate of Howard Pompel
- Rebecca Pompel
- Stuart Pompel
- Barry Winston
- Clifford Pompel
- Annette Conway
- Allie Parnell

[Passenger Philip M. Pratt]

- Philip M. Pratt

[Passenger Laura Prieto Ramirez]

- Laura Prieto Ramirez

[Passenger Aurora Prieto]

- Aurora Prieto
- Heliodoro Prieto

[Passenger Ravindra Ramachandran]

- Ravindra Ramachandran

[Passenger Carolyn Rambo]

- **Carolyn Rambo**

[Passenger Robyn Rayburn]

- **Robyn Rayburn**

[Passenger Judith E. Reel]

- **Judith Reel**

[Passenger Donna Lynn Remata]

- **Estate of Donna Lynn Remata**, by its successor in interest to Donna Lynn Remata
- **Lawrence G. Remata**, individually, as guardian ad litem for Tiffany Remata, and as successor in interest to Donna Lynn Remata
- **Lawrence G. Remata II**
- **Tiffany Remata**, a minor, by her guardian ad litem Lawrence G. Remata

[Passenger Robert Reeves]

- **Robert Reeves**

[Passenger Mike Roark]

- **Mike Roark**

[Passenger Chad Russo]

- **Chad Russo**

[Passenger Mary Sachs]

- **Mary Sachs**

[Passenger Cheryl F. Santor]

- **Cheryl F. Santor**
- **Louis J. Santor**

[Passenger Jeremy Schneider]

- **Jeremy Schneider**

[Passenger Carol Shandor]

- **Carol Shandor**

[Passenger Kumar Shankar]

- **Kumar Shankar**
- **Anita Shankar**

[Passenger Richard Slavett]

- **Richard Slavett**

[Passenger Doug Smith]

- **Doug Smith**

[Passenger Doyle Jay Souser]

- **Estate of Doyle Jay Souser**, by its Executor Claudia Souser
- **Claudia Souser**, individually, as guardian ad litem for Zachary Souser and McKenzie Souser, and as Executor of the Estate of Doyle Jay Souser
- **Kelsey Souser**
- **Zachary Souser**, a minor, by his guardian ad litem Claudia Souser
- **McKenzie Souser**, a minor, by her guardian ad litem Claudia Souser

[Passenger Roger Spacey]

- **Estate of Roger Spacey**
- **Elizabeth Spacey**, individually and as successor in interest to Roger Spacey
- **Christopher Spacey**
- **Matthew Spacey**

[Passenger Tim Stafford]

- **Tim Stafford**

[Passenger Eric Summers]

- **Eric Summers**

[Passenger Sheldon Swickard]

- **Sheldon Swickard**
- **Janise Swickard**

[Passenger Greg Tevis]

- **Greg Tevis**

[Passenger Phillip Thiele]

- **Phillip Thiele**
- **Magda Thiele**

[Passenger Gracilda Tejero Tiu]

- **Gracilda Tejero Tiu**
- **Jay Tiu**
- **Pomenio D. Tejero**
- **Victoria R. Tejero**

[Passenger Amy Trujillo]

- **Amy Trujillo**

[Passenger Penny Tunney]

- Penny Tunney

[Passenger Christina Ventura]

- Christina Ventura

[Passenger Victor Villa]

- Victor Villa

[Passenger Maria E. Villalobos]

- Estate of Maria E. Villalobos, by its successors in interest
- Gonzalo Villalobos, individually and as successor in interest to Maria E. Villalobos
- Belen Moya Villalobos, individually and as successor in interest to Maria E. Villalobos

[Passenger Atul Vyas]

- Estate of Atul Vyas
- Vijay Vyas, individually and as successor in interest to Atul Vyas
- Ruby Vyas, individually and as successor in interest to Atul Vyas
- Aseem Vyas, individually and as successor in interest to Atul Vyas

[Passenger Austin Walbridge]

- Austin Walbridge

[Passenger Dr. Mandy J. Ward]

- Dr. Many J. Ward

[Passenger Kristen Waterbury]

- Kristen Waterbury

[Passenger Beatrice Watts]

- Beatrice Watts
- Paul Watts

[Passenger Eric Welling]

- Eric Welling
- Anna Welling

[Passenger Curtis Whitney]

- Curtis Whitney

[Passenger Michael Widerkehr (sometimes Weiderkehr)]

- Michael Widerkehr (sometimes Weiderkehr)
- Helen Widerkehr (sometimes Weiderkehr)

[Passenger Jeff Zoumbaris]

- **Jeff Zoumbaris**
- **Barbara Zoumbaris**

[Passenger Vincent P. Zurzolo]

- **Vincent P. Zurzolo**
- **Dana Zurzolo**