

Lance L. Milne (14879)  
Alan W. Mortensen (6616)  
Christopher J. Cheney (15572)  
MORTENSEN & MILNE  
68 S. Main Street, Suite 700  
Salt Lake City, Utah 84101  
Telephone: (801) 521-4444  
[lmilne@mortmilnelaw.com](mailto:lmilne@mortmilnelaw.com)  
[amort@mortmilnelaw.com](mailto:amort@mortmilnelaw.com)  
[ccheney@mortmilnelaw.com](mailto:ccheney@mortmilnelaw.com)

If you do not respond to this document within applicable time limits, judgment could be entered against you as requested.

Robert F. Hedrick, Esq.\*  
Casey A. DuBose, Esq.\*  
AVIATION LAW GROUP P.S.  
140 Lakeside Ave, A-340  
Seattle, WA 98122  
Phone: (206) 249-9975  
[hedrick@aviationlawgroup.com](mailto:hedrick@aviationlawgroup.com)  
[dubose@aviationlawgroup.com](mailto:dubose@aviationlawgroup.com)  
*\*Pro Hac Vice Admission Pending*  
***Attorneys for Plaintiffs***

---

**IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY  
STATE OF UTAH**

---

REX BAXTER; JOELLE BAXTER and  
STEVAN BAXTER; TROY BROWN;  
CHRISTIAN EIKELAND and MARIA  
EIKELAND, individually and as parents and  
natural guardians of L.E., T.E., and H.E.,  
minors; CHANIN MCKEIGHEN;  
MAKAYLA MILLER; RACHEL PAULSEN  
and STEIN PAULSEN; KAITLYN  
SCHLEUTER; JESSICA TENNEY;  
DELORES VORWALLER; and ALAN  
WOLF and DARIA WOLF, individually and  
as parents and natural guardians of J.W. and  
K.W., minors,  
Plaintiffs,  
v.  
  
DELTA AIR LINES, INC.,  
Defendant.

**COMPLAINT  
(Jury Trial Demanded)**

(Tier 3)

Case No.: 260904951

Judge: Richard Pehrson

---

Plaintiffs, by and through their counsel of record, Aviation Law Group and Mortensen & Milne, complain and allege the following:

**NATURE OF THE ACTION**

1. This action is brought by the Plaintiffs for serious personal injuries, emotional distress, and all damages that they sustained in an aircraft accident that occurred on July 30, 2025, on Delta Flight 56 from Salt Lake City, Utah, to Amsterdam, Netherlands. Defendant Delta Air Lines, Inc., recklessly flew into an area of thunderstorms and negligently lost control of its aircraft in severe turbulence, which caused the Plaintiffs to be violently thrown about the cabin.

**PARTIES, JURISDICTION, AND VENUE**

2. Plaintiff Rex Baxter is a resident of the State of Utah.
3. Plaintiffs Stevan Baxter and Joelle Baxter are residents of the State of Utah
4. Plaintiff Troy Brown is a resident of the State of California.
5. Plaintiffs Christian Eikeland and Maria Eikeland are citizens and permanent residents of Norway, domiciled in Norway, where they reside with their minor children, L.E., T.E., and H.E. Mr. and Ms. Eikeland bring claims individually and as parents and natural guardians for their minor children pursuant to Utah Code § 78B-3-102. At all times relevant hereto, the five members of the Eikeland family are citizens and permanent residents of the Netherlands.
6. Plaintiff Chanin McKeighen is a resident of the State of California.
7. Plaintiff Makayla Miller is a resident of the State of California.
8. Plaintiffs Stein Paulsen and Rachel Paulsen are residents of the State of Utah.
9. Plaintiff Kaitlyn Schleuter is a resident of the State of Montana.
10. Plaintiff Jessica Tenney is a citizen and resident of the State of Utah.

11. Plaintiffs Alan Wolf and Daria Wolf are residents of the State of South Carolina, where they reside with their minor children, J.W. and K.W.. Mr. and Ms. Wolf bring claims individually and as parents and natural guardians of their minor children pursuant to Utah Code § 78B-3-102.

12. Plaintiff Delores Vorwaller is a resident of the State of Idaho.

13. Delta Air Lines, Inc. (“Delta”) is a foreign business corporation doing business in the state of Utah with its registered agent for service of process located in Salt Lake County.

14. At all times relevant hereto, Delta was engaged in the business of operating and providing commercial air transportation services to passengers in interstate and international commerce and carriage, including regularly scheduled international flights subject to applicable treaties and federal law.

15. This action arises in part under state law and under the Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999, S. Treaty Doc. No. 106-45, 2242 U.N.T.S. 350 (“Montreal Convention”).

16. The Third District Court in Salt Lake County, State of Utah, has jurisdiction pursuant to Utah Code § 78A-5-102 and Article 33 of the Montreal Convention.

17. This Court has personal jurisdiction over Delta pursuant to Utah Code §§ 78B-3-201 and 78B-3-205 because Delta transacted business in Utah, contracted with Plaintiffs to provide international transport from Salt Lake City, Utah, purposefully directed significant business activities including advertising, marketing, ticket sales, cargo sales toward Utah residents, and entering into contracts with them, and caused injury on a flight originating from Utah. Plaintiffs’ claims arise out of or relate to Delta’s Utah-directed activities, and the exercise of personal jurisdiction comports with due process under the U.S. Constitution.

18. Delta conducts significant business activity in Utah. Delta is Utah's largest passenger airline. It operates more flights out of Salt Lake City International Airport than all other air carriers combined. Delta owns property in Utah, including a 50,000-square-foot pilot training facility, airport facilities, maintenance hangars, cargo hubs, and administrative facilities. Further, Delta employs over 4,800 Utah residents.

19. Delta is subject to personal jurisdiction in this Court pursuant to Article 33 of the Montreal Convention and Defendant's operation of domestic and international air carriage of passengers and cargo to and from numerous destinations in Utah. Delta also extensively markets, advertises, and sells tickets and services in Utah, including thousands of airline tickets to Utah residents every week, and has entered into many contracts with Utah businesses and residents, to be performed in whole or in part in Utah.

20. Venue is proper pursuant to Utah Code § 78B-3a-201.

21. Pursuant to Rule 26(c)(3) of the Utah Rules of Civil Procedure, the amount in controversy exceeds \$300,000, qualifying this claim for Tier 3 discovery control plan.

### **FACTUAL ALLEGATIONS**

22. On or about July 30, 2025, Delta, by and through its duly authorized agents and/or employees, owned, operated, managed, maintained, and controlled a certain Airbus A330-941 aircraft, tail number N422DZ, designated as Flight 56 (hereinafter "Flight 56" or the "subject aircraft").

23. Flight 56 was scheduled to fly nonstop from Salt Lake City International Airport (SLC) in Salt Lake City, Utah, to Schiphol Airport (AMS) in Amsterdam, Netherlands.

24. Delta Flight 56 constituted international transportation for reward on all Plaintiffs' contracts of carriage, including the scheduled flight between the United States and the Netherlands.

The points of departure are High Contracting Parties to the Montreal Convention. Accordingly, pursuant to Article 1(2) of the Montreal Convention, Flight 56 constituted “international carriage” within the meaning of the Convention.

25. Plaintiffs purchased tickets for travel on Flight 56 as part of their respective contracts of carriage, which included scheduled international stops and/or destinations. Plaintiffs paid all applicable fares and were entitled to transportation by Delta in accordance with the terms of the contract of carriage. Plaintiffs’ respective contracts of carriage constitute “international carriage” as defined by Article 1 of the Montreal Convention.

### **Dangerous Weather**

26. Prior to the departure of Flight 56, weather forecasts from the National Weather Service indicated the presence of turbulent conditions over the mountainous region east of Salt Lake City and the potential for developing convective weather and thunderstorms along portions of the aircraft’s intended route of flight.

27. As a result of these conditions, the National Weather Service issued a SIGMET (significant meteorological information) warning for an area of embedded thunderstorms along the route of flight.

28. Delta equips its pilots with Electronic Flight Bags, including company-issued iPads containing flight manuals and advanced flight planning and weather analysis applications. These systems connect via gate-to-gate Wi-Fi and provide pilots with continuous access to predictive weather data, turbulence reports, flight-planning resources, and operational guidance throughout a flight.

29. In addition to the onboard resources available to pilots, Delta maintains an in-house team of at least twenty meteorologists who support flight operations by monitoring weather

conditions and providing analysis and operational guidance concerning hazardous weather systems that may affect Delta flights.

30. Delta's flight crews work in coordination with company operations control personnel, including FAA-certificated aircraft dispatchers known as flight superintendents, who assist in monitoring weather conditions and evaluating routing and operational decisions affecting the safety of flight operations.

31. The flight crew of Delta 56 received multiple warnings and briefing packages about the conditions along their route of flight, both on the ground and in flight.

32. The flight crew was provided with the SIGMET warning from the National Weather Service of the potential for severe or greater turbulence along the route of flight.

33. Approximately 20 minutes before the accident, Salt Lake Center Air Traffic Control warned the flight crew of moderate, heavy, to extreme convective activity at their 12 o'clock and 74 miles ahead.

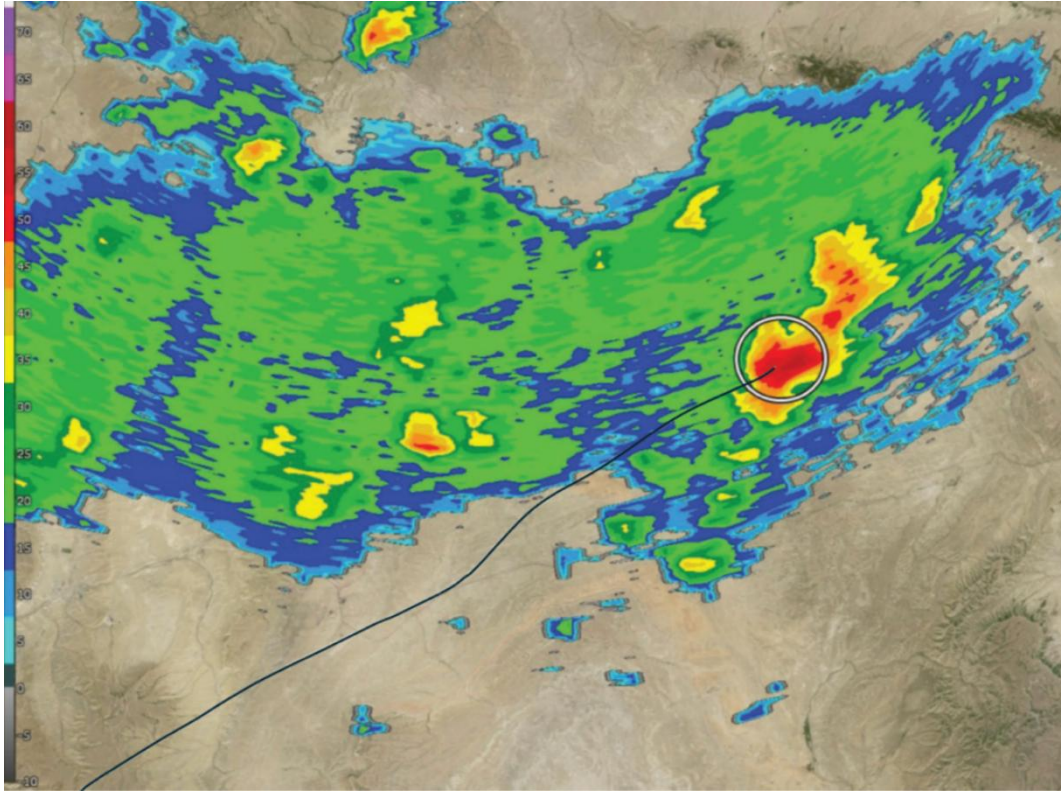
34. Delta 56 acknowledged that they saw the weather on their aircraft radar and had visual confirmation of the weather ahead.

35. Delta 56 heard multiple aircraft in the area on the Air Traffic Control frequency request deviations from course.

36. Without prompting, Air Traffic Control approved Delta 56 for deviations from course to avoid the severe weather, which allowed the flight crew to make course changes to avoid the dangerous conditions ahead.

37. Delta 56 acknowledged that they could deviate from their preplanned course.

38. Delta 56 did not deviate and continued directly into the dangerous conditions.



*Fig 1. Ground Track of Flight 56 and Radar Imagery on July 30, 2025*

### **The Loss of Control**

39. Inexplicably, despite the presence of forecasted turbulence, developing convective weather along the route of flight, and ATC warnings of extreme conditions, the Delta 56 flight crew prematurely turned off the passenger seatbelt sign, which allowed flight attendants to begin beverage service and passengers to get up from their seats.

40. No warning was given to the passengers about the forecast severe weather conditions, and the seatbelt sign was not illuminated.

41. No warning was given to the flight attendants about the severe weather forecast conditions, and the flight attendants began conducting beverage service.

42. At approximately 5:23 p.m. Mountain Daylight Time, while operating at an altitude of approximately 37,000 feet near Creston, Wyoming, Flight 56 flew into an area of convective activity and extreme turbulence.

43. The turbulence subjected the aircraft to violent and repeated vertical and lateral movements far beyond those encountered in normal flight operations.

44. Flight data indicates that over a period of approximately two and one-half minutes, the aircraft experienced repeated abrupt climbs and descents, with vertical acceleration ranging from a maximum positive peak of approximately 1.75 g to a minimum negative peak of approximately negative 0.5 g.

45. During this same period, the flight crew was unable to control the aircraft. The aircraft's pitch angle fluctuated significantly, ranging from approximately 10 degrees nose up to approximately 5 degrees nose down, while the roll angle reached approximately 40 degrees left wing down.

46. Airspeed also fluctuated dramatically during the event, and the aircraft exceeded its maximum operating speed.

47. Radar data shows that the aircraft could not maintain its assigned altitude. The aircraft deviated from its assigned altitude, climbed to 37,900 feet, and then rapidly descended to 35,900 feet.

48. During the turbulence encounter, the aircraft's autopilot disengaged, and the first officer was required to initiate manual upset recovery procedures to regain control of the aircraft.

49. The violent movement of Flight 56 caused passengers, including Plaintiffs, to be thrown from their seats and into aircraft structures, including overhead bins, seat assemblies, and other interior cabin components.

50. The force of the loss of control and violent drop was so great that those who were restrained sustained bruising across their legs and abdomens, whiplash, and abrasions.

51. Those who were not restrained were thrown with such force that their bodies crashed into the ceiling and shattered the interior fixtures of the aircraft. Passengers received head injuries, spinal injuries, concussions, lacerations, broken bones, bruises, and abrasions across their bodies.

52. Flight attendants were conducting their in-flight service and were not restrained in their jump seats at the time of the loss of control. As a result, flight attendants and the beverage service cart were thrown from the floor, and flight attendants sustained serious injuries from the violent force of the loss of control.

53. Contents of the beverage cart, food, personal items, cell phones, baggage, and other service items were ejected across the cabin, striking several passengers.

54. After approximately 2.5 minutes of terror, the flight crew was able to regain control of the aircraft. In the cabin, there were multiple severely injured passengers and flight attendants.

### **The Failed Response**

55. Immediately after the accident, flight attendants informed the flight crew that there were severely injured flight attendants and multiple injured passengers onboard.

56. The flight crew also knew or should have known, via various aural warning systems, that the aircraft had exceeded its maximum operating speed, potentially causing damage to the aircraft.

57. Despite knowledge of these injuries and the potential for a damaged aircraft, the flight crew of Delta 56 chose *not* to conduct an emergency landing at the nearest suitable airport, such as Salt Lake City or Denver; instead, the flight crew continued for another 1.5 hours or more

to the nearest airport where Delta had a large hub presence, which was Minneapolis-St. Paul Airport (MSP).

58. Delta chose to continue onward to MSP (over a closer and safer alternative) to save Delta money on the cost of the diversion, required aircraft maintenance, and for rebooking passengers. This decision prioritized money over safety and aggravated plaintiffs' injuries, pain, and suffering.

59. Moreover, despite knowledge of injured passengers, the flight crew of Delta 56 did not declare an emergency or request expedited routing from the ATC, and explicitly declined expedited handling when ATC inquired if it was needed.

60. The flight crew failed to take any reasonable steps to inform or comfort the passengers about the loss of control of the aircraft. Passengers were not informed about what happened, why, or even if they were safe. It was not until shortly before landing that they were informed of the diversion to Minneapolis.

61. As a result, passengers were left to suffer in terror for another 1.5 hours or more, covered in food and beverage debris, listening to the moans of the severely injured, all while not knowing if the aircraft would make it safely to the ground and without adequate communication from the flight crew. It was not until the aircraft landed that the passengers knew they were safe.

62. Upon landing, emergency medical personnel met the aircraft, and multiple passengers were evaluated and transported to local hospitals for further medical treatment; over 30 people (both passengers and flight attendants) were transported to local hospitals for treatment.

## **Summary**

63. Despite the availability of multiple resources, operational support personnel, and predictive weather analysis tools, the flight crew, the assigned flight superintendent, and Delta's

operations control personnel failed to take adequate action to avoid the known hazardous atmospheric conditions along the aircraft's route.

64. Additionally, despite having knowledge of convective weather activity and developing adverse weather in the vicinity of the aircraft's intended flight path, and despite their extensive training and experience in recognizing and avoiding such hazards, the flight crew maneuvered the aircraft in a manner that brought it into proximity with known, forecasted, and dangerous weather conditions, instead of safely diverting around the area of dangerous convective activity, to save money and avoid a slightly longer flight route and increased flight time and fuel consumption.

65. Moreover, the flight crew failed to provide timely warning to passengers and cabin crew regarding the severity and immediacy of the turbulence, preventing them from taking protective measures that could have reduced the likelihood or severity of injury.

66. As a direct result of the turbulence event, numerous passengers, including Plaintiffs, sustained physical injuries while on board the aircraft.

67. Plaintiffs sustained bodily injury caused by an "accident" within the meaning of Article 17 of the Montreal Convention in that the injuries were caused by an unexpected and unusual event external to the passengers while on board the aircraft.

68. As a direct and proximate result of the foregoing accident, Plaintiffs have suffered and continue to suffer bodily injury, pain and suffering, mental anguish, medical expenses, and other recoverable damages under the Montreal Convention and state law.

69. Further, at all times material hereto, Delta acted by and through its employees, agents, servants, representatives, and other personnel, including but not limited to its pilots, flight crew, dispatchers, flight advisors, flight superintendents, flight followers, operations control

personnel, and all other persons responsible for flight planning, flight monitoring, operational decision-making, weather evaluation, safety oversight, diversion analysis, and the safe operation of the subject flight.

70. At all times material hereto, the individuals and entities described in this Count were employees and/or agents of Delta and were acting within the course and scope of their employment and/or agency with Delta.

71. Because the above-described employees and agents were acting within the course and scope of their employment and/or agency, Delta is vicariously liable for their acts and omissions, including the acts and omissions of the pilots, flight crew, dispatchers, flight advisors, flight followers, operations control personnel, and all other employees and agents who participated in, advised on, monitored, authorized, approved, or failed to timely alter the operation of the subject flight.

72. As a direct and proximate result of the acts and omissions of Delta's employees and agents, for which Delta is vicariously liable, Plaintiffs suffered the injuries, damages, and losses alleged herein.

**FIRST CAUSE OF ACTION**  
**(Negligence)**

73. Plaintiffs reallege and incorporate by reference each allegation previously set forth herein.

74. At all relevant times, Delta held itself out to the public as a for-profit scheduled air transport carrier, certified by the Federal Aviation Administration and authorized to fly passengers and cargo for compensation and hire.

75. Flight 56 was a regularly scheduled international passenger flight operating under the provisions of 14 Code of Federal Regulations Part 121.

76. A condition of the paid transport was that Delta would provide safe transportation for Plaintiff passengers. The transportation agreement also established a common carrier/passenger special/fiduciary relationship.

77. Delta, as a common carrier and as operator of the subject accident flight, at all times material hereto, owed a non-delegable duty to paying passengers, including Plaintiffs, of the utmost and highest duty of care for their health, welfare, and safety.

78. Included in this utmost duty of care, Delta owed a duty to Plaintiffs to properly operate, manage, and control Flight 56, and to take all reasonable measures to prevent passengers from being exposed to dangerous atmospheric conditions and harmed thereby.

79. Delta breached this duty by failing to adequately assess, avoid, or mitigate known risks of forecasted convective weather and turbulence along Flight 56's route. Although Delta and its employees were aware of the forecasted convective activity and turbulence, they negligently (and with gross negligence failed to implement sufficient operational measures, properly advise and direct the flight crew, or provide timely warnings to passengers and cabin crew. Had Delta taken these measures, the turbulence accident and the resulting injuries to Plaintiffs could have been avoided.

80. During the flight, the flight crew, despite access to advanced predictive weather tools, onboard resources, and operational guidance from Delta's meteorologists and operations control personnel, negligently failed to properly evaluate and respond to the developing convective weather along the aircraft's route.

81. The flight crew also negligently (and with gross negligence) failed to provide timely warning to passengers and cabin crew regarding the severity and immediacy of the

turbulence, preventing them from taking protective measures that could have reduced the likelihood or severity of injury or mitigated their damages in the immediate aftermath of the event.

82. Delta is responsible for the acts and omissions of the flight crew and operational personnel and was negligent in failing to ensure that these individuals were properly trained, adequately prepared, and sufficiently guided in recognizing and avoiding hazardous weather conditions.

83. Delta owed a duty to Plaintiffs to properly train its pilots in weather interpretation, turbulence avoidance, and situational awareness, and to ensure that the flight crew could safely operate the aircraft in adverse weather. Delta breached this duty, which directly contributed to the flight crew's failure to avoid or mitigate the turbulence encounter.

84. As a direct and proximate result of one or more of the negligent (and gross negligent) acts and omissions by Delta, Flight 56 encountered severe and violent turbulence, causing significant personal injuries to Plaintiffs, including physical injury, pain, suffering, mental anguish, emotional distress, medical expenses, and other damages to Plaintiffs.

85. The turbulence event caused Plaintiffs to suffer physical injury and fright, terror, fear of imminent harm, fear of impending doom, and other mental and physical manifestations of injury.

86. As a result, Plaintiffs have suffered all manners of economic and financial damages of a pecuniary nature, and all non-economic damages to be proved at trial.

87. Defendant's conduct complained of herein, which resulted in injuries to Plaintiffs, was willful, wanton, and manifested a knowing and reckless indifference toward and a disregard

for Plaintiffs' safety and rights, by reason of which punitive damages should be assessed against Defendant.

**SECOND CAUSE OF ACTION**  
**(Montreal Convention Liability)**

88. Plaintiffs reallege and incorporate by reference each allegation previously set forth herein.

89. Delta is an Air Carrier and the holder of an Air Carrier Operating Certificate (DALA026A) issued by the Federal Aviation Administration for the purpose of carrying passengers and cargo in air transport.

90. Delta markets, advertises, and offers to the public in the United States, and in Utah, commercial airline flight services.

91. Delta operated Flight 56 as a regularly scheduled flight from Salt Lake City, Utah, to Amsterdam, Netherlands, for the purposes of international carriage.

92. Plaintiffs respectively purchased tickets for travel on Flight 56 as part of their respective contracts of carriage, which included scheduled international stops and or destinations.

93. Plaintiffs paid all applicable fares and were entitled to transportation by Delta in accordance with the terms of the contract of carriage. Plaintiffs' respective contracts of carriage constitute "international carriage" as defined by Article 1 of the Montreal Convention. On all Plaintiffs' respective contracts of carriage, their travel included origin and destination travel of a single or two High Contracting Parties to the Montreal Convention in accordance with Article 1.

94. The Eikeland Family Plaintiffs contracted with Air France Airlines for a round-trip itinerary from Bergen, Norway, to Salt Lake City, Utah, with intermediate stops in Amsterdam, Netherlands. The itinerary was purchased from the website [flysmarter.de](http://flysmarter.de). Flight 56 was operated by Delta, and the accident occurred on the return leg of the itinerary. The venue is appropriate in

the United States, as Delta was the contracting carrier for this flight and is both domiciled and has its principal place of business in the United States.

95. Plaintiff Jessica Tenney contracted with Delta for a round-trip itinerary from Salt Lake City, Utah, to Oslo, Norway, with intermediate stops in Amsterdam, Netherlands. The itinerary was purchased on Delta.com while Ms. Tenney was at her home in Utah. As both the contracting and actual carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate, as Utah was the destination and the contract with Delta was made in Utah.

96. Plaintiffs Rex Baxter, Joelle Baxter, and Stevan Baxter purchased their tickets in Utah from Delta for travel from Salt Lake City, Utah, to Budapest, Hungary. As both the contracting and actual carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate, as the accident flight departed from Utah and the contract with Delta was made in Utah.

97. Plaintiffs Troy Brown, Chanin McKeighen, and Makayla Miller purchased their tickets in California from Delta for round-trip travel from Fresno, California, to Amsterdam, Netherlands. As both the contracting and actual carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate as the accident flight departed from Utah.

98. Plaintiff Kaitlyn Schlueter contracted with Delta for a round-trip itinerary from Helena, Montana, to Amsterdam, Netherlands. As both the contracting and actual carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate as the accident flight departed from Utah.

99. Plaintiffs Rachel Paulsen and Stein Paulsen purchased their tickets in Utah for round-trip travel from Salt Lake City to Budapest, Hungary. As both the contracting and actual

carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate, as the accident flight departed from Utah and the contract with Delta was made in Utah.

100. Plaintiff Delores Vorwaller purchased her ticket in Idaho from Delta for a round-trip itinerary from Salt Lake City, Utah, to Lisbon, Portugal, with an intermediate stop in Amsterdam, Netherlands. As both the contracting and actual carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate, as Utah was the destination of the ticketed itinerary.

101. The Wolf Family Plaintiffs contracted with Delta Airlines for a round-trip itinerary from Salt Lake City, Utah, to Warsaw, Poland, with intermediate stops in Amsterdam, Netherlands. As both the contracting and actual carrier, Delta is subject to the Montreal Convention. Venue in Utah is appropriate, as the accident flight departed from Utah and the Contract with Delta was made in Utah.

102. The Montreal Convention applies to the damages and liability aspects of Plaintiffs' claims against Delta. Pursuant to Article 17 of the Convention, Delta is liable for bodily injury sustained by passengers on board an aircraft caused by an "accident." The measure of damages, including for pain, suffering, and medical expenses, is determined in Special Drawing Rights ("SDRs") in accordance with Article 21 and as increased by Article 24 of the Convention.

103. Delta is further liable beyond those limits pursuant to Article 21(2).

104. The turbulence event experienced by Flight 56 is an accident within the meaning of Article 17. The accident injured Plaintiffs and caused all damages as alleged herein. Under the Montreal Convention, Delta is strictly liable for all Plaintiffs' damages. Delta cannot prove that it took all necessary measures to avoid the accident.

105. The accident sequence caused all Plaintiffs to suffer physical injuries on board Delta Flight 56.

106. The accident sequence caused Plaintiffs to suffer fright, terror, fear of impending doom, mental anguish, physical injury, emotional distress, pain and suffering resulting in physical manifestations, all of which were suffered in the accident.

107. As a result, Plaintiffs have suffered all manner of economic and financial damages of a pecuniary nature.

**THIRD CAUSE OF ACTION**  
**(Negligence *Per Se*)**

108. Plaintiffs hereby incorporate by reference, as though fully set forth herein, all of the paragraphs above, and allege as follows:

109. Delta, acting by and through its personnel, violated various federal aviation regulations and acted carelessly and negligently, breaching its non-delegable duty of care to Plaintiffs.

110. A violation of aviation safety regulations constitutes negligence *per se*.

111. The flight crew of Flight 56 are certificated airmen under 14 C.F.R. Part 61 and are specifically qualified as Airline Transport Pilots, a certification requiring specialized training and regulatory authorization to conduct commercial flight operations. As part of these duties, the flight crew was responsible for the safe operation of the aircraft, including proper flight operations, monitoring weather conditions, and complying with all applicable Federal Aviation Regulations governing the operation of commercial aircraft.

112. The flight crew violated 14 C.F.R. § 121.599 by failing to be thoroughly familiar with the reported and forecast weather conditions on the route to be flown.

113. The flight crew of Flight 56 owed a statutory and regulatory duty to operate Flight 56 safely, in compliance with 14 C.F.R. § 91.13, which prohibits operating an aircraft in a careless or reckless manner so as to endanger the life or property of another.

114. The flight crew of Flight 56 violated 14 C.F.R. §§ 121.599 and 91.13 by operating the aircraft in a careless and reckless manner, including but not limited to maneuvering the aircraft into areas of known and forecasted convective weather and turbulence, prematurely extinguishing the passenger seatbelt sign despite the presence of forecasted turbulence, and failing to provide timely warning to passengers and cabin crew of the imminent turbulence hazard.

115. Delta also employs Flight Superintendents, also known as dispatchers, who are responsible for planning flights, monitoring weather conditions, and ensuring the safety of aircraft operations in compliance with all applicable Federal Aviation Regulations.

116. Flight Superintendents are certificated airmen under 14 C.F.R. Part 65 and are specifically qualified as aircraft dispatchers, a certification that requires specialized training and regulatory authorization to perform flight dispatch duties.

117. The assigned Flight Superintendent for Flight 56 owed a statutory duty to Plaintiffs to provide the flight crew of Flight 56 with all available and relevant weather reports, forecasts, and information concerning the flight's route of flight, including turbulence, convective activity, thunderstorms, and other hazardous weather, in accordance with 14 C.F.R. § 121.601.

118. 14 C.F.R. § 121.601 is a regulation promulgated by the Federal Aviation Administration to ensure the safety of airline passengers by requiring dispatchers to provide accurate, complete, and timely weather information to flight crews.

119. The assigned Flight Superintendent violated 14 C.F.R. § 121.601 by failing to adequately monitor, assess, and communicate the known and forecasted convective weather and

areas of potential turbulence along Flight 56's route. Despite access to Delta's approved forecasting systems, Electronic Flight Bag applications, predictive turbulence tools, and the guidance of Delta's in-house team of meteorologists, the Flight Superintendent did not provide sufficient or timely information to the flight crew concerning the hazards present along the intended flight path.

120. Finally, Delta carelessly and negligently, acting by and through its personnel, disregarded the FAA safety policies provided in AC 00-30C on the recognition and avoidance of turbulence, in that, among other things:

- a. They failed to establish the avoidance of atmospheric hazards as a high organizational priority;
- b. They failed to promulgate a corporate philosophy of avoidance as the first line of defense, which includes a process to reduce turbulence encounters and mitigate the result of turbulence encounters; and
- c. They failed to carefully consider the hazards associated with flight through areas where pilot reports or aviation weather forecasts indicated the presence of turbulence.

121. The types of harm contemplated by 14 C.F.R. §§ 91.13, 121.599, 121.601, and AC 00-30C include injury to passengers, including injuries caused by turbulence, convective, and hazardous weather conditions encountered during flight.

122. Plaintiffs were within the class of persons these regulations were designed to protect, namely, passengers aboard aircraft who rely upon Delta to dispatch and operate the aircraft safely and in compliance with all applicable Federal Aviation Regulations.

123. The statutory violations of Delta were the proximate cause of the injuries sustained by Plaintiffs, which directly resulted in the aircraft encountering severe turbulence that caused Plaintiffs to be violently thrown about the aircraft cabin.

124. Delta is vicariously liable for the negligence of its employees under the doctrine of respondeat superior, as its employees were acting within the course and scope of their employment at all relevant times while operating Flight 56.

125. As a direct and proximate result of these regulatory violations, Plaintiffs suffered bodily injury, pain and suffering, mental anguish, medical expenses, and other economic and noneconomic damages, all of which are recoverable under applicable law.

126. Wherefore, as Delta is negligent *per se*, Plaintiffs pray for the entry of a judgment in their favor and against Delta for an amount in excess of the minimum jurisdictional amount of this Court, together with costs, interest, and such other damages as may be allowed by law.

### **DAMAGES**

127. As a proximate result of Delta's negligent and/or wrongful conduct as set forth above, Plaintiffs have suffered all manner of both general and special damages.

128. All Plaintiffs suffered physical injuries as a result of this incident.

129. Plaintiffs' injuries include, but are not limited to, bruising, abrasions, whiplash, nausea, internal injuries, broken bones, physical pain, severe injury, severe stress, anxiety, trauma, flashbacks, phobia, fear of flying, and also objective physical manifestations of mental harm and emotional distress, such as sleeplessness, PTSD, and other injuries to be proved at trial. All injuries are foreseeable and reasonable reactions to an extreme and traumatic event.

130. Plaintiff passengers suffered mental harm and emotional distress, including but not limited to terror, fear of death or serious injury, PTSD, anxiety, and Aerophobia (fear of flying). Phobia is a diagnosable anxiety disorder under DSM-5.

131. Panic attacks may result from Aerophobia, including chills, dizziness and lightheadedness, excessive sweating, nausea, dyspnea, trembling or shaking, and dyspepsia.

132. Aerophobia can result in missing family vacations, refusing to travel for work, or insisting on other modes of transportation, even if slower and less convenient. Others may become obsessed with learning about plane safety.

133. Plaintiffs were within the scope of foreseeable harm created by Delta's conduct, had a reasonable psychological reaction under the circumstances, and their symptoms of distress are manifested by objective symptomology.

134. Plaintiffs have also suffered present and future economic losses, including but not limited to lost wages, medical expenses, counseling expenses, travel expenses, and other losses to be proved at trial.

135. Plaintiffs' injuries have caused a loss of enjoyment of life, hedonistic damages, a loss of life's pleasures and enjoyment of life, the incapacity to lead a normal life, and the inability to enjoy their family, games, sports, hobbies, and other avocational skills.

136. Plaintiffs and Plaintiff-spouses have suffered loss of consortium.

137. Plaintiff-parents suffered damages for loss of filial consortium.

138. The exact nature and extent of Plaintiffs' economic and non-economic damages will be proved at trial.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for relief and judgment against Defendant Delta Air Lines as follows:

A. For all Plaintiffs' past and future economic and pecuniary damages in an amount to be proved at trial.

B. For all Plaintiffs' past and future non-economic and pecuniary damages in an amount to be proved at trial.

C. For all Plaintiffs' costs and expenses of suit and attorneys' fees to the extent authorized by applicable statute, rule, contract, judgment, or other law.

D. For pre-judgment and post-judgment interest on all damages, costs, expenses, and fees herein.

E. For judgment to be entered against Delta for an amount in excess of the jurisdictional minimum.

F. For punitive damages against Defendant as permitted by law; and

G. For such other and further relief as the Court may deem necessary, just and proper.

**JURY DEMAND**

Pursuant to Rule 38(b) of the Utah Rules of Civil Procedure, Plaintiffs demand a trial by jury in this case.


DATED this 26<sup>th</sup> day of June 2026.

MORTENSEN & MILNE



---

Lance L. Milne  
Alan W. Mortensen  
Christopher J. Cheney  
***Attorneys for Plaintiffs***  
AND



---

Robert F. Hedrick, Esq.\*  
Casey A. DuBose, Esq.\*  
AVIATION LAW GROUP P.S.  
\*Pro Hac Vice Admission Pending  
***Attorneys for Plaintiffs***

Plaintiffs' Address:

c/o Mortensen & Milne  
68 S. Main Street, Suite 700  
Salt Lake City, Utah 84101