

Mark S. Geston, ISB #1346
e-mail: msgeston@stoel.com
L. Jeff Severson, ISB #6392
e-mail: ljseverson@stoel.com
STOEL RIVES LLP
101 S. Capitol Blvd, Ste 1900
Boise, ID 83702
Telephone: (208) 389-9000
Fax Number: (208) 389-9040

Attorneys for Defendant Tulsa Aircraft Engines, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

BROOK NEF, and NEF FLYING
SERVICE, INC., an Idaho corporation,

Plaintiffs,

v.

ENGINE COMPONENTS, INC., a foreign
corporation; TULSA AIRCRAFT
ENGINES, INC., a foreign corporation;
AIRCRAFT CYLINDERS OF AMERICA,
INC., a foreign corporation,

Defendants.

CIV 04-362-E-MHW
Case No. _____

**AFFIDAVIT OF L. JEFF SEVERSON IN
SUPPORT OF NOTICE OF REMOVAL**

I, L. JEFF SEVERSON, state as follows:

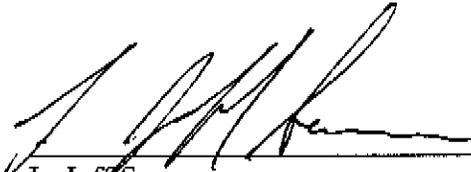
1. I am an attorney with the law firm of Stoel Rives LLP, counsel for Defendant, Tulsa Aircraft Engines, Inc. ("Tulsa") in the above-entitled action. The facts stated in this Affidavit are known personally to me, and if called as a witness, I could competently testify to the same.

2. Attached hereto as Exhibit "A" are true and correct copies of all of the state court process, pleadings and orders served upon Tulsa, as well as a copy of the docket sheet.

3. Attached hereto as Exhibit "B" is a true and correct copy of Consent to Removal executed by counsel for Engine Components, Inc.

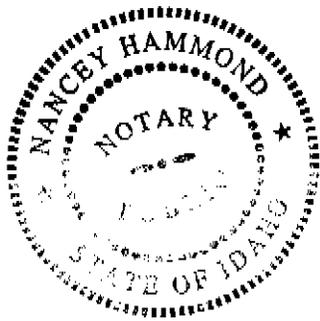
FURTHER YOUR AFFIANT SAYETH NAUGHT.

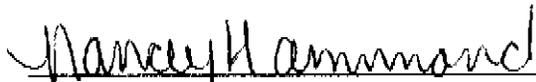
Dated this 9th day of July, 2004.



L. Jeff Severson

SUBSCRIBED TO AND SWORN TO before me this 9th day of July, 2004.





Notary Public for Idaho
Residing at Boise
My commission expires 6/13/05

CERTIFICATE OF SERVICE

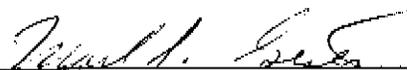
The undersigned, a resident attorney of the State of Idaho, with offices at 101 S. Capitol Boulevard, Suite 1900, Boise, Idaho, certifies that on the 12 day of July, 2004, he caused a true and correct copy of **AFFIDAVIT OF L. JEFF SEVERSON IN SUPPORT OF NOTICE OF REMOVAL** to be forwarded with all required charges prepared, by the method(s) indicated below, to the following:

Alan C. Stephens, Esq.
THOMSEN STEPHENS LAW OFFICE
2635 Channing Way
Idaho Falls, ID 83404
Fax: (208) 522-1277
Attorney for Plaintiffs

Hand Delivery
U.S. Mail
Fax
Overnight Courier

Howard Burnett
Hawley Troxell Emnis & Hawley LLP
333 S. Main St.
P.O. Box 100
Pocatello, ID 83204
Fax: (208) 233-1304
Attorneys for Defendant Engine Components, Inc.

Hand Delivery
U.S. Mail
Fax
Overnight Courier



Mark S. Geston

EXHIBIT "A"

Date: 07/12/2004

Seventh Judicial District Court - Bonneville County

User: DOOLITTL

Time: 09:43 AM

ROA Report

Page 1 of 1

Case: CV-2004-0003210 Current Judge: Gregory S. Anderson

Brook Nef, etal. vs. Engine Components, Inc., etal.

Date	Code	User		Judge
06/03/2004	NEWC	DOOLITTL	New Case Filed	Gregory S. Anderson
	SMIS	DOOLITTL	Summons Issued (3)	Gregory S. Anderson
	NOAP	DOOLITTL	Plaintiff: Nef, Brook Notice Of Appearance Alan C. Stephens	Gregory S. Anderson
	NOAP	DOOLITTL	Plaintiff: Nef Flying Service, Inc. Notice Of Appearance Alan C. Stephens	Gregory S. Anderson
		DOOLITTL	Filing: A1 - Civil Complaint, More Than \$1000 No Prior Appearance Paid by: Stephens, Alan C. (attorney for Nef, Brook) Receipt number: 0022930 Dated: 06/04/2004 Amount: \$77.00 (Check)	Gregory S. Anderson
07/08/2004		STANGER	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Stoel Rives Receipt number: 0029277 Dated: 7/9/2004 Amount: \$2.00 (Check)	Gregory S. Anderson

CASE ASSIGNED TO
JUDGE GREGORY S. ANDERSON

COPY

13

Alan C. Stephens, Esq., ISB #2325
THOMSEN STEPHENS LAW OFFICES
2635 Channing Way
Idaho Falls, ID 83404
Telephone (208) 522-1230
Fax (208) 522-1277

2005 JUN -3 PM 3:51

CLERK OF DISTRICT COURT
IDAHO FALLS, IDAHO

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BROOK NEF, and NEF FLYING)
SERVICE, INC., an Idaho corporation,)
)
Plaintiffs,)

Case No. CV-04-3210

SUMMONS

v.)

ENGINE COMPONENTS, INC., a)
foreign corporation; TULSA AIRCRAFT)
ENGINES, INC., a foreign corporation;)
AIRCRAFT CYLINDERS OF AMERICA,)
INC., a foreign corporation,)
)
Defendants.)

NOTICE: YOU HAVE BEEN SUED BY THE ABOVE-NAMED PLAINTIFFS. THE NATURE OF THE CLAIM FILED AGAINST YOU IS FOR DAMAGES, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTIES AND STRICT LIABILITY. THE COURT MAY ENTER JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO: TULSA AIRCRAFT ENGINES, INC.

You are hereby notified that in order to defend this lawsuit, an appropriate written response must be filed with the above designated court within 20 days after service of this Summons on you.

If you fail to so respond the Court may enter judgment against you as demanded by the plaintiffs in the Complaint.

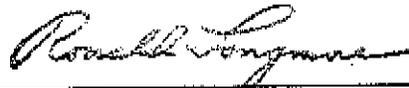
A copy of the Complaint is served with this Summons. If you wish to seek the advice or representation by an attorney in this matter, you should do so promptly so that your written response, if any, may be filed in time and other legal rights protected.

An appropriate written response requires compliance with Rule 10(a)(1) and other Idaho Rules of Civil Procedure and shall also include:

1. The title and number of this case.
2. If your response is an Answer to the Complaint, it must contain admissions or denials of the separate allegations of the Complaint and other defenses you may claim.
3. Your signature, mailing address and telephone number, or the signature, mailing address and telephone number of your attorney.
4. Proof of mailing or delivery of a copy of your response to plaintiff's attorney, as designated above.

To determine whether you must pay a filing fee with your response, contact the Clerk of the above-named court.

DATED this 3 day of June, 2004.



Clerk of the Court

By:

Deputy



ACS:lr
4778\004 Summons - Tulsa

2 - SUMMONS

CASE ASSIGNED TO
JUDGE GREGORY S. ANDERSON

2008 JUN -3 PM 3:54

CLERK OF DISTRICT COURT
BONNEVILLE COUNTY

Alan C. Stephens, Esq., ISB #2325
THOMSEN STEPHENS LAW OFFICES
2635 Channing Way
Idaho Falls, ID 83404
Telephone (208) 522-1230
Fax (208) 522-1277

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BROOK NEF, and NEF FLYING)
SERVICE, INC., an Idaho corporation.)

Plaintiffs,)

v.)

ENGINE COMPONENTS, INC., a)
foreign corporation; TULSA AIRCRAFT)
ENGINES, INC., a foreign corporation;)
AIRCRAFT CYLINDERS OF AMERICA,)
INC., a foreign corporation,)

Defendants.)

Case No. CV-04-3210

COMPLAINT AND
DEMAND FOR JURY TRIAL

Fee Category: A.1.
Fee: \$77.00

As and for a complaint against the defendants, the plaintiffs allege as follows:

JURISDICTIONAL ALLEGATIONS

1. At all times material hereto, plaintiff Brook Nef is an individual residing in Bonneville County, Idaho, and plaintiff Nef Flying Service, Inc. is an Idaho corporation with its principal place of business in Bonneville County, Idaho.

2. At all times material hereto, defendant Tulsa Aircraft Engines, Inc. was a foreign corporation transacting business within the State of Idaho, as alleged more specifically below.

3. At all times material hereto, defendant Engine Components, Inc. was a foreign corporation doing business within the State of Idaho and manufactured cylinders which were unreasonably dangerous and placed them in the stream of commerce into the State of Idaho, and caused damage within the State of Idaho.

4. At all times material hereto, defendant Aircraft Cylinders of America, Inc. was a foreign corporation doing business within the State of Idaho and manufactured cylinders which were unreasonably dangerous and placed them in the stream of commerce into the State of Idaho, and caused damage within the State of Idaho.

5. This court has jurisdiction over the defendants and each of them pursuant to Idaho Code §5-514 and the due process clause of the U. S. Constitution.

6. Venue is proper in Bonneville County, Idaho, pursuant to Idaho Code §5-404

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

7. In the spring of 2002, plaintiffs purchased an aircraft engine from defendant Tulsa Aircraft Engines, Inc., hereafter referred to as "Tulsa", for a Grumman G-164B "Agcat" airplane used in an agricultural spraying business to spray chemicals on farmers' crops in the general vicinity of Southeastern Idaho.

8. Plaintiff Brook Nef at all times pertinent was the president and sole stockholder of plaintiff Nef Flying Service, Inc., an Idaho corporation, and conducted the agricultural spraying business through said corporation.

9. Before purchasing the subject aircraft engine from Tulsa, plaintiffs had substantial troubles with cylinders breaking in a different aircraft engine purchased from Tulsa.

10. Because of the plaintiffs' prior problems with the earlier purchased engine from Tulsa, plaintiffs requested that they receive a new engine totally rebuilt without use of any parts from the old engine that had been so much trouble. Tulsa agreed and further sold plaintiffs on the idea that, in rebuilding the new engine, plaintiffs should pay extra money to Tulsa for Tulsa to use totally new cylinders instead of rebuilt cylinders. Tulsa guaranteed that by paying the extra money for new cylinders, plaintiffs would have no problems with cylinders breaking in the rebuilt engine.

11. Plaintiffs ordered the engine as agreed, made the appropriate payments for delivery of the engine, and the engine was delivered to plaintiffs in Idaho.

12. The aforesaid newly purchased rebuilt engine was properly placed in the said Grumman G-164B Agcat airplane and the plaintiffs began to use it in the agricultural aerial crop spraying business, with Brook Nef flying the plane.

13. Plaintiffs properly maintained and flew the said Agcat airplane in the business of agricultural aerial crop spraying until July 3, 2002. On that date Brook Nef was applying chemical to crops using the said Agcat airplane, when the top portion of one of the cylinders in the said rebuilt engine separated from the lower half of the cylinder, causing the engine to lose power and the airplane to crash.

14. The crash of the plane resulted in the destruction of the plane and personal injuries to the plaintiff Brook Nef.

15. The defendants Engine Components, Inc., hereafter referred to as "Components", and Aircraft Cylinders of America, Inc., hereafter referred to as "Cylinders", are manufacturers of

component parts for aircraft engines, in particular cylinders, and one or both manufactured the cylinders used by Tulsa to rebuild the aforesaid engine sold to the plaintiffs as above alleged.

16. One or both defendants Components and Cylinders negligently and/or defectively manufactured the said cylinders in a defective way such that they were unreasonably dangerous. As a direct and proximate result, the number five cylinder placed in the rebuilt engine by Tulsa came apart in flight, causing the crash alleged.

17. Defendants Components and Cylinders knew that their cylinders would be used in airplane engines which could be sold to end users almost anywhere in the world including the State of Idaho.

18. As a direct and proximate result of the personal injuries suffered by plaintiff Brook Nef, he has been unable to turn his head far enough and quickly enough for him to safely fly an airplane the way it has to be flown to crop-dust fields in Southeastern Idaho, and therefore, he has been unable to fly as a crop-dusting pilot either in the business of Nef Flying Service, Inc. or for any other agricultural aerial crop spraying business.

19. The plaintiffs, as a result of the inability of Brook Nef to fly as above stated, have lost net income of at least Fifty Thousand Dollars (\$50,000.00) in the year 2002, Seventy Five Thousand Dollars (\$75,000.00) in 2003 and will continue to lose at least Seventy Five Thousand Dollars (\$75,000.00) each year thereafter for at least fourteen (14) more years.

20. Plaintiff Brook Nef has incurred medical bills as a result of his personal injuries, has endured pain, suffering, loss of appropriate and normal movement of his neck. Said injuries are permanent and he will continue to suffer the loss of proper use of his neck and will continue to have pain and suffering in the future.

21. Plaintiff Brook Nef's past medical bills, incurred for treatment of injuries caused by the said airplane crash, are in the approximate amount of One Thousand Dollars (\$1,000.00). He will continue to incur medical and other health care cost to treat said injuries in the future. The amount of his future cost for said treatment and his general damages for pain and suffering, disability, loss of enjoyment of life, etc., will be determined at trial, but said damages exceed Ten Thousand Dollars (\$10,000.00).

22. Plaintiffs have been required to hire attorneys to prosecute this action and have incurred attorney's fees and costs and should be awarded reasonable attorney's fees and costs for the prosecution of this action. If the action is not defended then an appropriate attorney's fee would be Ten Thousand Dollars (\$10,000.00), but if the action is defended then a greater amount of attorney's fees and costs should be awarded to plaintiffs pursuant to Idaho Code §12-120, §12-121 or §28-2-715.

COUNT ONE
TULSA - BREACH OF CONTRACT

23. Plaintiffs reallege paragraphs 1 through 22 in full as if set forth here.

24. Defendant Tulsa materially breached its contract with plaintiffs to supply plaintiffs with a completely rebuilt engine using new cylinders that would not break.

25. As a direct and proximate result of the material breach of contract as above alleged, plaintiffs have suffered damages that were in the contemplation of the parties upon entering into the contract, including personal injury, disability, pain, suffering, medical bills, in amounts to be proven at trial, the loss of the plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00), and the loss of plaintiffs' agricultural airplane chemical spray application business and regular income derived from that business for the year 2002 in the net amount of at

least Fifty Thousand Dollars (\$50,000.00) and at least Seventy-Five Thousand Dollars (\$75,000.00) in each year thereafter for at least fourteen years, in the amount of One Million Fifty Thousand Dollars (\$1,050,000.00).

COUNT TWO
TULSA - BREACH OF EXPRESS WARRANTY

26. Plaintiffs reallege paragraphs 1 through 25 in full as if set forth here.

27. Defendant Tulsa expressly warranted that the new cylinders it placed in the completely rebuilt engine it sold to plaintiffs were guaranteed not to break.

28. One of the cylinders in the rebuilt engine broke in flight because of a manufacturing defect as afore alleged.

29. Defendant Tulsa breached its warranty to provide new cylinders that would not break.

30. As a direct and proximate result of the breach of said warranty plaintiffs have endured and will continue to endure personal injury, disability, pain, suffering, and medical bills, in amounts to be proven at trial, and loss of business in the net amount of at least Fifty Thousand Dollars (\$50,000.00) for the year 2002 and in the net amount of at least Seventy Five Thousand Dollars (\$75,000.00) in each year thereafter for at least fourteen years, in the amount of at least One Million Fifty Thousand Dollars (\$1,050,000.00), and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00).

COUNT THREE
TULSA - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

31. Plaintiffs reallege paragraphs 1 through 30 in full as if set forth here.

32. Defendant Tulsa impliedly warranted that the new cylinders it placed in the completely rebuilt engine and the engine itself that it sold to plaintiffs were merchantable.

33. One of the cylinders in the rebuilt engine broke in flight because of a manufacturing defect as afore alleged.

34. Defendant Tulsa breached its implied warranty of merchantability.

35. As a direct and proximate result of the breach of said warranty plaintiffs have endured and will continue to endure personal injury, disability, pain, suffering, and medical bills, in amounts to be proven at trial, and loss of business in the net amount of at least Fifty Thousand Dollars (\$50,000.00) for the year 2002 and in the net amount of at least Seventy Five Thousand Dollars (\$75,000.00) in each year thereafter for at least fourteen years, in the amount of at least One Million Fifty Thousand Dollars (\$1,050,000.00), and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00).

COUNT FOUR
TULSA - BREACH OF WARRANTY OF FITNESS
FOR A PARTICULAR PURPOSE

36. Plaintiffs reallege paragraphs 1 through 35 in full as if set forth here.

37. Defendant Tulsa impliedly warranted that the new cylinders it placed in the completely rebuilt engine and the engine itself that it sold to plaintiffs were fit for the particular purpose of providing the power to sustain the flight of a Grumman G-164B Agcat airplane for use in aerial application of chemicals to crops.

38. One of the cylinders in the rebuilt engine broke in flight because of a manufacturing defect as afore alleged.

39. Defendant Tulsa breached its warranty to provide new cylinders that would not break.

40. As a direct and proximate result of the breach of said warranty plaintiffs have endured and will continue to endure personal injury, disability, pain, suffering, and medical bills, in amounts to be proven at trial, and loss of business in the net amount of at least Fifty Thousand Dollars (\$50,000.00) for the year 2002 and in the net amount of at least Seventy Five Thousand Dollars (\$75,000.00) in each year thereafter for at least fourteen years, in the amount of at least One Million Fifty Thousand Dollars (\$1,050,000.00), and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00).

COUNT FIVE
TULSA - NEGLIGENCE

41. Plaintiffs reallege paragraphs 1 through 40 in full as if set forth here.

42. Tulsa Engines had a duty to rebuild the aforesaid engine using appropriate skill and workmanship but breached that duty by installing a cylinder that had been improperly manufactured and was defective.

43. The actions of defendant Tulsa were negligent, which negligence was the proximate cause of the aforementioned crash of plaintiffs' airplane.

44. As a direct and proximate result of the breach of said warranty plaintiffs have endured and will continue to endure personal injury, disability, pain, suffering, medical bills, in amounts to be proven at trial, and loss of business in the net amount of at least Fifty Thousand Dollars (\$50,000.00) for the year 2002 and in the net amount of at least Seventy Five Thousand Dollars (\$75,000.00) in each year thereafter for at least fourteen years, in the amount of at least One Million

Fifty Thousand Dollars (\$1,050,000.00), and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00).

COUNT SIX
TULSA - STRICT LIABILITY

45. Plaintiffs reallege paragraphs 1 through 44 in full as if set forth here.

46. Tulsa is in the business of selling rebuilt airplane engines and in the course of that business sold a rebuilt airplane engine to plaintiffs as afore alleged.

47. That an aircraft engine sold to the plaintiffs by defendant Tulsa was defective in that it contained one or more cylinders that were manufactured in such a way that they would come apart and was therefore unreasonably dangerous.

48. As a direct and proximate result of the breach of said warranty plaintiffs have endured and will continue to endure personal injury, disability, pain, suffering, and medical bills, in amounts to be proven at trial, and loss of business in the net amount of at least Fifty Thousand Dollars (\$50,000.00) for the year 2002 and in the net amount of at least Seventy Five Thousand Dollars (\$75,000.00) in each year thereafter for at least fourteen years, in the amount of at least One Million Fifty Thousand Dollars (\$1,050,000.00), and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00).

COUNT SEVEN
ENGINE COMPONENTS, INC., AND
AIRCRAFT CYLINDERS OF AMERICA, INC. - NEGLIGENCE

49. Plaintiffs reallege paragraphs 1 through 22 in full as if set forth here.

50. Defendants Engine Components, Inc. and/or Aircraft Cylinders of America, Inc. negligently manufactured cylinders and sold them to Tulsa for use in rebuilding the engine purchased from Tulsa by the plaintiffs.

51. The plaintiffs' plane crashed as a direct and proximate result of the negligence of the defendants. Said negligence and the resulting crash were the proximate cause of damage to plaintiffs in the form of personal injury, pain and suffering, disability, medical bills, in amounts to be proven at trial, and the loss of business and income in the amount of at least One Million One Hundred Thousand Dollars (\$1,100,000.00), and the destruction of the plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00).

COUNT EIGHT
ENGINE COMPONENTS, INC., AND
AIRCRAFT CYLINDERS OF AMERICA, INC. - STRICT LIABILITY

52. Plaintiffs reallege paragraphs 1 through 22, and 49 through 51 in full as if set forth here.

53. Defendants Component and/or Cylinders are manufacturers of cylinders to be used in the repair and rebuilding of aircraft engines, with the expectation that the engines would be placed in service in airplanes used to spray chemicals on crops.

54. Defendants defectively manufactured one or more cylinders, making them unreasonably dangerous, which cylinders were installed in the plaintiffs' engine rebuilt by Tulsa as afore alleged, which manufacturing defect caused the crash of the plaintiffs' airplane and damages to the plaintiffs in the form of personal injury, pain, suffering, disability, medical bills, in amounts to be proven at trial, and the loss of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00), and loss of business and income in the amount of at least One Million One Hundred Thousand Dollars (\$1,100,000.00).

COUNT NINE
ENGINE COMPONENTS, INC., AND
AIRCRAFT CYLINDERS OF AMERICA, INC. - BREACH OF WARRANTIES

55. Plaintiffs reallege paragraphs 1 through 22, and 49 through 54 in full as if set forth here.

56. Defendants Components and/or Cylinders expressly and impliedly warranted to Tulsa that the cylinders it purchased from them for use in rebuilding airplane engines would not break, were merchantable, and were fit for the particular purpose of a cylinder in airplane engines including an engine to provide the power for a Grumman G-164B Agcat airplane for use in the aerial application of chemicals to crops.

57. Said defendants knew that said warranties would be passed on to those purchasing rebuilt engines from Tulsa which would include the plaintiffs. Said warranties were passed on to plaintiffs by Tulsa.

58. That defendants breached the aforesaid warranties by providing a defective cylinder that broke because of a manufacturing defect which caused the crash of plaintiffs' airplane as afore described and damages to the plaintiffs in the form of personal injury, pain, suffering, disability, medical bills, in amounts to be proven at trial, and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00), and loss of business and income in the amount of at least One Million One Hundred Thousand Dollars (\$1,100,000.00).

COUNT TEN
ENGINE COMPONENTS, INC., AND
AIRCRAFT CYLINDERS OF AMERICA, INC. - BREACH OF WARRANTIES
THIRD PARTY BENEFICIARY

59. Plaintiffs reallege paragraphs 1 through 22, and 49 through 58 in full as if set forth here.

60. Plaintiffs are a third party beneficiary to the contracts, oral and written, between defendants Tulsa, Components and Cylinders.

61. Said defendants knew that said warranties would be passed on to those purchasing rebuilt engines from Tulsa which would include the plaintiffs. Said warranties were passed on to plaintiffs by Tulsa.

62. That defendants breached the aforesaid warranties by providing a defective cylinder that broke because of a manufacturing defect which caused the crash of plaintiffs' airplane as afore described and damages to the plaintiffs in the form of personal injury, pain, suffering, disability, medical bills, in amounts to be proven at trial, and the destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00), and loss of business and income in the amount of at least One Million One Hundred Thousand Dollars (\$1,100,000.00).

WHEREFORE, plaintiffs pray for judgment against defendants as follows:

1. For past medical expenses in the amount of One Thousand Dollars (\$1,000.00).
2. For future medical and health care expenses.
3. For pain, suffering, disability, loss of enjoyment of life, past, present and future in an amount set by the trier of fact at trial.
4. For destruction of plaintiffs' airplane in the amount of at least One Hundred Fifty Thousand Dollars (\$150,000.00) or such other amount proved at trial.
5. For loss of business and income in the amount of at least One Million One Hundred Thousand Dollars (\$1,100,000.00) or such other amount proved at trial.

Alan C. Stephens, Esq., ISB #2325
THOMSEN STEPHENS LAW OFFICES
2635 Channing Way
Idaho Falls, ID 83404
Telephone (208) 522-1230
Fax (208) 522-1277

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

BROOK NEF, and NEF FLYING)
SERVICE, INC., an Idaho corporation,)
)
Plaintiffs,)
)
v.)
)
ENGINE COMPONENTS, INC., a)
foreign corporation; TULSA AIRCRAFT)
ENGINES, INC., a foreign corporation;)
AIRCRAFT CYLINDERS OF AMERICA,)
INC., a foreign corporation,)
)
Defendants.)
_____)

Case No. CV-04-3210

PLAINTIFFS' FIRST INTERROGATORIES
TO DEFENDANT TULSA
AIRCRAFT ENGINES, INC.

TO: TULSA AIRCRAFT ENGINES, INC.

COME NOW, plaintiffs Brook Nef and Nef Flying Service, Inc. and request that you answer under oath, and in accordance with the Rules of Civil Procedure, the following interrogatories.

- 1 - PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANT TULSA AIRCRAFT ENGINES, INC.

INSTRUCTIONS AND DEFINITIONS

NOTE A: The following terms, words and phrases shall have the following meanings in this discovery pleading:

A.1 The term "you" and "your" refers to defendant Tulsa Aircraft Engines, Inc., and all agents, employees, representatives, (including insurers) investigators, consultants and attorneys of Tulsa Aircraft Engines, Inc.

A.2 The term "document" shall mean any kind of written, printed, typed, graphic, photographic, or computer-stored matter of any kind or nature, however produced or reproduced, and all mechanical and electronic sound recordings and written transcripts thereof, however produced or reproduced, whether in your control or not, and including without limitation, originals, all file copies, all other copies no matter how or by whom prepared, and all drafts and such documents whether used or not.

A.3 The term "identify" when used with respect to a document, or the description or identification of a document, shall be deemed to request the nature and substance of the document with sufficient particularity to enable the same to be requested and shall include the date, if any, which the document bears, the names of all persons authorizing the document, and the name and address of the custodian(s) of the original.

A.4 The term "identify" when used with respect to a person, shall be deemed to request the person's full name, the person's last known business address, (if a natural person), the person's last known residence, and the person's business and residence telephone number.

A.5 The term "identify" when used with respect to oral communications, shall be deemed to request the date and place thereof, whether said communication was in person or by telephone.

an identification (as provided in definition A.4) of each person who participated in or heard any part of said communication, and the substance of what was said by each person who participated in said communication.

NOTE B:

B.1 These interrogatories are continuing in character, so as to required you to file supplementary answers in a seasonable manner if you obtain further or different information before trial.

B.2 Where knowledge or information in possession of a party is requested, such request includes information and knowledge either in your possession, under your control, within your dominion, or available to you, regardless of whether this information is in your personal possession, or is possessed by your agents, attorneys, servants, employees, independent contractors, representatives, insurers or others with whom you have a relationship and from whom you are capable of deriving information, documents or material.

B.3 Each interrogatory shall be accorded a separate answer and each subpart of an interrogatory shall be accorded a separate answer.

INTERROGATORY NO. 1: Please state:

- (a) The name and address of the person or persons answering these interrogatories;
- (b) His/her relationship to defendant; and,
- (c) His/her position of employment.

INTERROGATORY NO. 2: State whether or not this defendant is being sued in its full and correct name. If not, state the full and correct name of this defendant.

INTERROGATORY NO. 3: Are you aware of any statement made by plaintiff (or its employees) regarding the occurrence mentioned in the petition, whether oral, written or recorded in any way, including but not limited to, a stenographic, mechanical, electrical, audio, video, motion picture, photograph, or other recording, or transcription thereof, and if so, state the following:

- (a) Date, place, and time taken;
- (b) Name and address of the person or persons connected with taking it;
- (c) Names and addresses of all persons present at the time it was taken;
- (d) Whether the statement was oral, written, shorthand, recorded, taped, etc.;
- (e) Was it signed?;
- (f) Names and addresses of the persons or organizations under whose direction and upon whose behalf it was taken or made; and,

(g) Please attach an exact copy of the original of said statement, interview, report, film or tape to your answers to these interrogatories; if oral, please state verbatim the contents thereof.

INTERROGATORY NO. 4: State whether there exists photographs, videotapes, or movies with respect to the product referenced in the complaint or the scene of the occurrence referenced in the complaint. If so, state the following:

- (a) Describe each photograph, video, or movie;
 - (b) State the date each was taken;
 - (c) State the name and address of the person taking each such photo, video, or movie;
- and,
- (d) State the name and address, employer, insurer, and job title of the person presently having control or custody of each photograph, video or movie.

INTERROGATORY NO. 5: Experts: List and identify:

(a) Each person this defendant expects to call as an expert witness at the trial, whether the witness is a retained expert or non-retained expert, stating for each such expert:

(i) Name;

(ii) Address;

(iii) Occupation;

(iv) Place of employment;

(v) Qualifications to give an opinion (if such information is available on an expert's curriculum vitae, you may attach a copy thereof in lieu of answering this interrogatory subpart); and,

(b) With respect to each expert listed, please state the subject matter on which the expert is expected to testify and the expert's hourly deposition fee.

INTERROGATORY NO. 6: Witnesses: State the names and addresses of every person known by defendant, defendant's representatives or defendant's attorney, to have witnessed the occurrence mentioned in the petition, or who was present at the scene within sixty minutes of the occurrence. Designate which of such people actually claim to have witnessed the occurrence.

INTERROGATORY NO. 7: State whether or not any insurance company (including any company with excess or umbrella coverage) has an interest in the outcome of this litigation against defendant. If so, state the following:

(a) The name of the insurance company;

(b) Whether the insurance company is a stock company or a mutual company;

(c) Name of the insured;

- (d) Type(s) of insurance;
- (e) Effective policy period;
- (f) Policy number; and,
- (g) Limits of the policy applicable to the occurrence mentioned in these pleadings.

INTERROGATORY NO. 8: Please identify each person who had a responsibility to oversee or supervise the sale, distribution or installation of the airplane engine referenced in the complaint.

INTERROGATORY NO. 9: As to each such person identified in your answer to the foregoing interrogatory, please set forth a description of their education, work experience, or other qualifications considered by you before investing such person(s) with such responsibility and/or authority.

INTERROGATORY NO. 10: Do you contend that the manufacturer who supplied the cylinders to you was aware of any alleged defect in the cylinder(s)?

INTERROGATORY NO. 11: If your answer to the foregoing interrogatory is in the affirmative, please identify:

- (a) Each and every fact upon which you base such contention;
- (b) The name, business and residence address, and telephone number of any person having knowledge of any such facts; and,
- (c) An identification of each and every writing relating to any such fact.

INTERROGATORY NO. 12: Please state whether you provided any written instructions as to the use of the engine.

INTERROGATORY NO. 13: If your answer to the foregoing interrogatory is in the affirmative, please identify:

(a) The written instructions;

(b) The name, business and residence address, and telephone number of the person(s) who drafted the wording of said instruction; and,

(c) Each and every writing relating to the composition of all printed matter distributed with or affixed to the product.

INTERROGATORY NO. 14: Identify any and all complaints, lawsuits, or claims submitted to you relating to the alleged defect(s) of similar makes and models of the engine or cylinders referenced in plaintiffs' complaint.

INTERROGATORY NO. 15: Please state whether you performed any test, of whatever nature or description, for the purpose of determining whether the engine and cylinders met reasonable performance expectations for the intended use.

INTERROGATORY NO. 16: If your answer to the foregoing interrogatory is affirmative, please identify:

(a) A description of each such test conducted by you;

(b) The date and location where each test was conducted;

(c) Whether any aspect of any such test was recorded or memorialized or any document or writing, including photographs, films, videotapes or other visual representations of whatever nature or description;

(d) An identification of any such document or visual representation;

EXHIBIT "B"

Mark S. Geston, ISB #1346
e-mail: msgeston@stoel.com
L. Jeff Severson, ISB #6392
e-mail: ljseverson@stoel.com
STOEL RIVES LLP
101 S. Capitol Blvd, Ste 1900
Boise, ID 83702
Telephone: (208) 389-9000
Fax Number: (208) 389-9040

Attorneys for Defendant Tulsa Aircraft Engines, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

BROOK NEF, and NEF FLYING
SERVICE, INC., an Idaho corporation,

Plaintiffs,

v.

ENGINE COMPONENTS, INC., a foreign
corporation; TULSA AIRCRAFT
ENGINES, INC., a foreign corporation;
AIRCRAFT CYLINDERS OF AMERICA,
INC., a foreign corporation,

Defendants.

Case No. _____

CONSENT TO REMOVAL

Without waiving any defenses, Engine Components, Inc. hereby consents to removal of
this matter to the United States District Court for the District of Idaho.

DATED: July 9, 2004.

HAWLEY TROXELL ENNIS & HAWLEY
LLP



Howard D. Burnett
Attorneys for Defendant Engine Components,
Inc.

CERTIFICATE OF SERVICE

The undersigned, a resident attorney of the State of Idaho, with offices at 101 S. Capitol Boulevard, Suite 1900, Boise, Idaho, certifies that on the 12th day of July, 2004, he caused a true and correct copy of CONSENT TO REMOVAL to be forwarded with all required charges prepared, by the method(s) indicated below, to the following:

Alan C. Stephens, Esq.
THOMSEN STEPHENS LAW OFFICE
2635 Channing Way
Idaho Falls, ID 83404
Fax: (208) 522-1277
Attorney for Plaintiffs

Hand Delivery
U.S. Mail
Fax
Overnight Courier

Howard Burnett
Hawley Troxell Ennis & Hawley LLP
333 S. Main St.
P.O. Box 100
Pocatello, ID 83204
Fax: (208) 233-1304
Attorneys for Defendant Engine Components, Inc.

Hand Delivery
U.S. Mail
Fax
Overnight Courier



Mark S. Geston