

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): FARIDE KHALAF 316 E Street Martinez, California 94553	TELEPHONE NO.: (925) 957-0801	FOR COURT USE ONLY
ATTORNEY FOR (NAME): Insert name of court, judicial district or branch court, if any, and post office and street address: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO 400 County Center 400 County Center Redwood City, California 94063		ENDORSED FILED SAN MATEO COUNTY AUG 11 2011 Clerk of the Superior Court By <u>A. Deallentoni</u> DEPUTY CLERK
PLAINTIFF: GALE K. GOTTLIEB, et al.		
DEFENDANT: FARIDE KHALAF, et al.		
ANSWER—Personal Injury, Property Damage, Wrongful Death <input checked="" type="checkbox"/> COMPLAINT OF (name): GALE K. GOTTLIEB, et al. <input type="checkbox"/> CROSS-COMPLAINT OF (name):		CASE NUMBER: CIV 501501

1. This pleading, including attachments and exhibits, consists of the following number of pages: 4

DEFENDANT OR CROSS-DEFENDANT (name): FARIDE KHALAF, et al.

2. Generally denies each allegation of the unverified complaint or cross-complaint.

3 a. DENIES each allegation of the following numbered paragraphs:

6: IT IS NOT TRUE THAT AT ALL TIMES MENTIONED IN THE COMPLAINT THAT DEFENDANT FARIDE KHALAF WAS A RESIDENT OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA. THEREFORE, ANSWERING DEFENDANT FILES THIS ANSWER SPECIALLY AND WITHOUT SUBMITTING TO THE JURISDICTION OF THE COUNTY OF SAN MATEO. BY DOING SO, DEFENDANT DOES NOT WAIVE HIS RIGHTS.

b. ADMITS each allegation of the following numbered paragraphs:

c. DENIES, ON INFORMATION AND BELIEF, each allegation of the following numbered paragraphs:

d. DENIES, BECAUSE OF LACK OF SUFFICIENT INFORMATION OR BELIEF TO ANSWER, each allegation of the following numbered paragraphs:

e. ADMITS the following allegations and generally denies all other allegations:

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ANSWER—Personal Injury, Property Damage, Wrongful Death

f. DENIES the following allegations and admits all other allegations:

g. Other (*specify*):

AFFIRMATIVELY ALLEGES AS A DEFENSE

4. The comparative fault of plaintiff or cross-complainant (*name*): DR. KENNETH GOTTLIEB
as follows:
See Attachment 4

5. The expiration of the Statute of Limitations as follows:

6. Other (*specify*):
See Attachment 6

7. DEFENDANT OR CROSS - DEFENDANT PRAYS

For costs of suit and that plaintiff or cross-complainant take nothing.

Other (*specify*):

FARIDE KHALAF

(Type or print name)



(Signature of party or attorney)

Attachments 1/2

Attachment 4

1. DR. KENNETH GOTTLIEB (hereinafter, "Decedant") knew or reasonably should have known that he should not have flown the aircraft described in Paragraph 7 in the Complaint (hereinafter, "aircraft"). Despite such knowledge, he undertook and assumed the risk of flying the aircraft on or about August 5, 2009 (hereinafter "crash").
2. The fault of Decedent as alleged in Paragraph 1, above, was the sole contributing factor to the crash of the aircraft.
3. The sole cause of the crash was pilot error which was the actual and proximate cause of the crash. Pilot did not adhere to established procedures for instrument departures under Instrument Flight Rules (IFR) for which he had filed a flight plan for the flight described in Paragraph No. 2, above. This was the actual and proximate cause of the crash.
4. Decedent failed to have an annual inspection of the aircraft prior to flying the aircraft on or about the date of the crash. The annual inspection had expired prior to the date of the crash.
5. On or about the date of the crash, Decedent knew or should have known that the aircraft was not legal to fly and, therefore, was "unairworthy" and/or not "airworthy."

Attachment 6

1. There is no jurisdiction in the forum of the San Mateo County Superior Court. Responding Defendant has no minimum contacts with San Mateo County. The plane accident about which the Complaint pleads occurred outside of San Mateo County. Such plane was not hangared or stored in San Mateo County. Any agreements that responding Defendant may have made with Decedent, or with Decedent's agents, were not made within the County of San Mateo. On August 5, 2009, responding Defendant was living in, residing in and habitating in Contra Costa County, a jurisdiction other than in San Mateo County.
2. At all times, responding Defendant adhered to all standards of the industry relating to the repair, and/or maintenance, and/or overhaul, and/or modification, and/or manufacture, if any, of the aircraft or of its component parts.
3. At no time did responding Defendant ever warrant or certify, expressly or impliedly, that for any period beyond the twelve (12) calendar months after the last annual inspection that the aircraft, and/or its component parts, and/or its systems were "airworthy," and/or were safe, and/or fit for use, and/or could be safely flown.
4. Decedent, as owner and operator of the aircraft, failed to adhere to Code of Federal Regulations Title 14, including, but not limited to, Parts 43 and 91 which state that owner-operator, pilot-in-command is responsible:

Attachments 2/2

- for all aspects of the operation of an aircraft, is directly responsible for, and is the final authority as to, the operation of the aircraft (§91.3);
- for determining whether the aircraft is in condition for safe flight (§91.7);
- to have the aircraft inspected (§91.405); and
- to ensure that appropriate entries are made in the aircraft maintenance records (§91.405).

On August 5, 2009, Defendant was an owner-operator as well as pilot-in-command of the aircraft.

5. As required by the FAA, Decedent failed to and refused to make available to responding Defendant aircraft maintenance records that were necessary to commence an annual inspection and to perform maintenance.

6. On August 1, 2009, the annual inspection period for the aircraft expired and, therefore, became unairworthy. On and before August 5, 2009, Decedent was or should have been aware of that fact.