No. 26-506

IN THE

Supreme Court of the United States

ROBINSON HELICOPTER COMPANY, INC.,

Petitioner,

v.

MIRNA MCAULIFFE AND THOMAS MCAULIFFE,

Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit

BRIEF *AMICUS CURIAE* OF TEXTRON INC. IN SUPPORT OF PETITIONER

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TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
INTERESTS OF *AMICUS CURIAE*	1
SUMMARY OF THE ARGUMENT	1
ARGUMENT	3
I. Resolution of the Circuit Conflict as to the Rolling Statute of Repose Exception is of paramount importance to the general aviation industry	3
II. Actions for design defect are distinguishable from manufacturing defect claims as to running of rolling statute of repose	5
CONCLUSION	8

TABLE OF AUTHORITIES

CASES Page(s)

Blazevska v. Raytheon Aircraft Co., 522 F.3d 948 (9th Cir. 2008)..... 2

Caldwell v. Enstrom Helicopter Corp., 230 F.3d 1155 (9th Cir. 2000)..... 4, 6, 8

Crouch v. Honeywell Int'l, Inc., 720 F.3d 333 (6th Cir. 2013)..... 7, 8

In re Bell Helicopter Services, Inc., 741 S.W.3d 97 (Tex. 2026)..... 8

Lyon v. Agusta, 252 F.3d 1078 (9th Cir. 2001)..... 4, 5, 7

McAuliffe v. Robinson Helicopter Co., Inc., 173 F.4th 1029 (9th Cir. 2026)..... 5, 6

Robinson v. Hartzell Propeller, Inc., 326 F. Supp. 2d 631 (E.D. Pa. 2004)..... 7

STATUTES

49 U.S.C. § 40101 note, §2 1

§2(a)..... 2, 4

§2(a)(1)..... 2

§2(a)(2)..... 2, 3, 6-8

§2(c) 2

§3(3)..... 2

49 U.S.C. § 44725 7

Pub. L. No. 103-298, 108 Stat. 1552 (1994)..... 1-3, 5-8

TABLE OF AUTHORITIES—Continued

REGULATIONS Page(s)

14 C.F.R. § 43.10 7

OTHER AUTHORITIES

H.R. Rep. No. 103-525 (1994)..... 5

Victor E. Schwartz & Leah Lorber, *The General Aviation Revitalization Act: How Rational Civil Justice Reform Revitalized an Industry*, 67 SMU J. AIR L. & COM. 1271 (2002)..... 2

INTERESTS OF *AMICUS CURIAE*[1]

Amicus curiae Textron Inc. ("*Amicus*") files this brief on behalf of Textron Aviation Inc. (manufacturer of Cessna and Beech Aircraft), Bell Textron Inc., and AVCO Corporation (manufacturer of Lycoming Engines), all of which are manufacturers of general aviation aircraft, vertical lift aircraft, rotorcraft and/or aircraft engines. As manufacturers of aircraft and aircraft parts that fall under purview of the General Aviation Revitalization Act of 1994 (hereinafter, "GARA"), Pub. L. No. 103-298, 108 Stat. 1552 (1994), codified at 49 U.S.C. § 40101 note, section 2, *Amicus* has a unique understanding of aircraft and aircraft part design. Therefore, its knowledge will assist the Court in evaluating the application of GARA to the design issues in the underlying action. The legal issue before the Court does not have any impact on the availability of a manufacturing defect claim.

SUMMARY OF THE ARGUMENT

To save the U.S. general aviation industry from collapse in the 1990s (due to the "long tail" of product liability claims associated with aircraft manufactured decades before an accident or incident), Congress enacted GARA, which provides an 18-year statute of

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[1] No counsel for a party in this case authored this brief in whole or in part, and no such counsel or party made a monetary contribution intended to fund the preparation of this brief. No person other than amicus curiae or its counsel made a monetary contribution to its preparation or submission. On October 30, 2026, counsel for Textron Inc. provided written notice to counsel for all interested parties of its intent to file an *amicus curiae* brief in support of Petitioner, Robinson Helicopter Company, Inc. Robinson Helicopter Company, Inc. provided its consent to the filing in writing on November 2, 2026. No response was received from counsel for Respondents.

repose.[2] The protection Congress enacted is significant. GARA creates "an explicit statutory right not to stand trial" on claims that fall within its provisions. *Blazevska v. Raytheon Aircraft Co.*, 522 F.3d 948, 951 (9th Cir. 2008).

And while this right is significant, GARA is not applicable in all aviation product liability actions. It is not a shield behind which manufacturers may hide in every case. For GARA to be applicable, the action must arise out of an accident involving a "general aviation aircraft" as the term is defined in the act. GARA, § 2(a) and (c). And the aircraft or part alleged to be defective must be more than 18 years old. *Id.* at Sec. 3(3). Further, the statute of repose begins to run only when the aircraft is delivered to its first purchaser or lessee—not on the date of manufacture. *Id.* at Sec. 2(a)(1); Sec. 3(3).

Additionally, there are exceptions pursuant to which an otherwise qualified aircraft does not fall within the scope of GARA and its 18-year statute of repose. One of these exceptions is often referred to as the "rolling" statute of repose. GARA, § 2(a)(2). The rolling statute applies when the "new component, system, subassembly, or other part which replaced another . . . part originally in, or which was added to the aircraft," is "alleged to have caused such death, injury or damage." *Id.* If the new part is alleged to have caused such a death, injury or damage, the applicable limitation period begins or restarts "on the date of completion of the replacement or addition." *Id.* In the underlying action, Appellants allege that the rolling statute of limitations is triggered by the replacement of certain parts of the main rotor system of the aircraft in question.

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[2] Victor E. Schwartz & Leah Lorber, *The General Aviation Revitalization Act: How Rational Civil Justice Reform Revitalized an Industry*, 67 SMU J. AIR L. & COM 1271, 1275 (2002).

For the rolling provision to apply in a case alleging a design defect, there must be more than the provision of an identical part or manual to restart the statute; there must be something new that was not included in the original design to restart the running of the statute of repose. GARA also requires the replaced or new part to have caused such death, injury or damage. General aviation aircraft maintenance requires the replacement of certain parts at regular intervals due to the limit of the useful life of the part. If mere replacement of like for like parts without any changes to the design of the new part restarts the rolling statute of repose for design defect claims, life-limited parts would never enjoy the protections of GARA, thereby frustrating the purpose of GARA. For this reason, *Amicus* respectfully requests that the Court grant Petitioner's petition for writ of certiorari.

ARGUMENT

I. Resolution of the Circuit Conflict as to the Rolling Statute of Repose Exception is of paramount importance to the general aviation industry

This case is important to the general aviation industry because the Ninth Circuit's opinion offers a modified interpretation of what constitutes a "new" part under GARA § 2(a)(2)—and creates liability for manufacturers (i.e., liability for designs well beyond 18 years) against Congress's intent in enacting GARA. GARA provides as follows:

[N]o civil action for damages for death or injury to persons or damage to property arising out of an accident involving a general aviation aircraft may be brought against the manufacturer of the aircraft or the manufacturer of any new component, system,

subassembly, or other part of the aircraft, in its capacity as a manufacturer if the accident occurred –

> (1) after the applicable limitation period beginning on –
>
> > (A) the date of delivery of the aircraft to its first purchaser or lessee, if delivered directed from the manufacturer; or
> >
> > (B) the date of first delivery of the aircraft to a person engaged in the business of selling or leasing such aircraft;
>
> (2) with respect to any new component, system subassembly, or other part which replaced another component, system, subassembly, or other part originally in, or which was added to, the aircraft, and which is alleged to have caused such death, injury or damage, after the applicable limitation period beginning on the date of completion of the replacement or addition.

49 U.S.C. 40101 note, §2(a).

In *Lyon v. Agusta*, 252 F.3d 1078 (9th Cir. 2001), *cert. denied*, 534 U.S. 1079 (2001), which analyzed *Caldwell v. Enstrom Helicopter Corp.*, 230 F.3d 1155 (9th Cir. 2000), the Ninth Circuit recognized that "[i]t is apparent that Congress was deeply concerned about the enormous product liability costs that our tort system had imposed upon manufacturers of general aviation aircraft." *Lyon*, 252 F.3d at 1084 (citing Congressional material). "Congress decided that the economic health of the general aviation aircraft manufacturing industry depended on lifting the requirement that manufacturers abide the possibility of litigation for the indefinite future when they sell an

airplane." *Id.* at 1089. Accordingly, Congress enacted GARA's statute of repose. *Id.*

II. Actions for design defect are distinguishable from manufacturing defect claims as to running of rolling statute of repose.

The central dispute in the underlying action is whether a claim for design defect with regard to the main rotor system of the subject helicopter, which had not been redesigned since its delivery to the original purchaser, can be resurrected simply by the replacement of parts of the same design. More specifically, whether the mere replacement of the part is sufficient to restart the statute of repose when no allegation "of a structural defect or similar flaw in a new component part" is alleged to have caused the accident at issue.[3]

Respondent in the underlying action alleged that the original design of the main rotor system of the Robinson R44 Helicopter was defective and caused the accident. The R44 was delivered to its first purchaser more than 18 years before the accident, thereby precluding a claim as to the original design of the main rotor system. The Ninth Circuit in its majority opinion, held that replacement of the main rotor blades and hub with identical parts without any allegations that the main rotor blades and hub were defective in manufacture or new in design was sufficient to restart the statute of repose for claims that the original design of the main rotor blades and hub was defective. *McAuliffe v. Robinson Helicopter Co., Inc.*, 173 F.4th 1029, 1035 (9th Cir. 2026). Missing was any allegation that the new blades and hub were

[3] There is no dispute that GARA does not preclude an action for manufacturing defect in a new component part. H.R. Rep. No. 103-525, pt. 2, at 6 (1994).

defective and the cause of the accident independent of the original design. The alleged cause of the accident was the design, original and unaltered since the date of delivery to its first purchaser.

The law of the Ninth Circuit since *Caldwell* had been that the rolling provision in GARA only restarts with an alteration, deletion, or addition. Specifically, that section 2(a)(2) restarts the repose period only where the replacement part has been substantively altered from the part it replaced either through a design change or manufacturing defect, and the alteration is alleged to have caused the harm. *Caldwell*, 230 F.3d at 1158. The majority should have applied the standard set out in *Caldwell*, which reflects both the explicit text of the statute and the consequences and protections Congress intended in enacting GARA, that the part is not "new" if its design is the same.

If GARA's § 2(a)(2)—and *Caldwell*—are interpreted as the Ninth Circuit suggests in *McAuliffe*, then as a function of law, each time an aircraft owner, operator, or maintenance professional replaces an *identical* part on an aircraft, a continuing duty theory of liability is effectively imposed on the manufacturer for the parts' *original design*—even though that design performed safely without issue for more than 18 years and in accordance with its type certificate or supplemental type certificate.[4] Any reading of the rolling provision that allows for a total reset of the 18-year provision triggered by nothing more than the replacement of a part—without any new design—provides the general aviation industry with no protection from long-tail liability claims under GARA.

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[4] *Amicus* does not dispute that a manufacturing (as opposed to design) defect in a replacement part would restart the rolling statute of repose with the replacement part's installation.

This is in part because federal law requires owners, operators, and maintainers to replace certain life-limited parts under certain conditions. *See* 49 U.S.C. § 44725; 14 C.F.R. § 43.10 (referring to life-limited parts). In some cases, those life-limited parts have "mandatory replacement limits" shorter than GARA's 18-year repose period. Under the majority's ruling, those life-limited parts could never enjoy GARA's repose, particularly with regard to design-defect claims which allege that the original part design, for which no alterations or additions have been made, is the defect.

In *Lyon*, the plaintiffs alleged that the manufacturer failed to issue warnings of an alleged problem with the aircraft which they argued was tantamount to replacement of a component part restarting the 18-year statute of repose. 252 F.3d at 1088. The Ninth Circuit disagreed. The Ninth Circuit held that "were that so, GARA would have little value to manufacturers because the plaintiff could always argue that an 18-year period commenced if the manufacturer did nothing at all, while simultaneously arguing that if the manufacturer did do something that, too, would start a new 18-year period running." *Lyon*, 252 F.3d at 1088.

This interpretation is consistent with the holding in *Crouch v. Honeywell Int'l, Inc.*, 720 F.3d 333 (6th Cir. 2013). In *Crouch*, the Sixth Circuit found that "Section 2(a)(2) cannot be reasonably construed as meaning that the 18-year period of repose for the entire [GARA-protected part] is reset every time a single sub-part is replaced." *Id.* at 343; *see also Robinson v. Hartzell Propeller, Inc.*, 326 F. Supp. 2d 631, 663 (E.D. Pa. 2004) ("if every time a critical component was overhauled, or even replaced, the statute of repose began anew thus permitting an individual to sue for a design flaw, then

the manufacturer of the aircraft would never be afforded the protection of the statute of repose.").

The Supreme Court of Texas recently interpreted Section 2(a)(2) consistent with *Caldwell* and *Crouch*, finding their interpretations "instructive" and "persuasive." *In re Bell Helicopter Servs. Inc.*, 741 S.W.3d 97, 104-105 (Tex. 2026). The Texas Supreme Court held that "plaintiffs must identify a 'new' part that is 'alleged to have caused' the accident." *Id.* at 106. Much like in *In re Bell Helicopter Servs. Inc.*, the parties in the underlying action "can do one or the other, but not both." *Id.* The main rotor blades and hub are new, but the new parts are not alleged to be the cause of the accident. The main rotor assembly design is alleged to have caused the accident, but it is not new as defined by GARA. Because there is a clear split in the interpretation of GARA amongst the various circuits and states, *Amicus* urges the Court to grant Petitioner's petition for writ of certiorari to clarify that both newness and causation are required to restart GARA's statute of repose.

CONCLUSION

The petition for writ of certiorari should be granted.

Respectfully submitted,

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