No. 26-506

IN THE

Supreme Court of the United States

ROBINSON HELICOPTER COMPANY, INC.,
Petitioner,

v.

MIRNA MCAULIFFE AND THOMAS MCAULIFFE,
INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES
OF THE ESTATE OF RYAN MCAULIFFE, DECEASED,
Respondents.

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

BRIEF OF THE GENERAL AVIATION MANUFACTURERS ASSOCIATION AS *AMICUS CURIAE* IN SUPPORT OF PETITIONER

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INTEREST OF THE AMICUS CURIAE

The General Aviation Manufacturers Association, Inc. ("GAMA") is an international, not-for-profit trade association representing more than 140 of the world's leading manufacturers of general aviation airplanes, rotorcraft, powered-lift, engines, avionics, and components. More than 440,000 general aviation aircraft fly worldwide, and GAMA's members produced nearly all of them. Since 1970, GAMA has been dedicated to fostering and advancing the welfare, safety, and interests of the general aviation industry. General aviation is the manufacture and operation of any aircraft that has been issued a type and airworthiness certificate by the Federal Aviation Administration ("FAA"), other than aircraft used for scheduled commercial air service or operated by the U.S. Armed Forces. It includes business travel, medical transport, aerial firefighting, law enforcement, search and rescue, agricultural services, surveying, and the flight training of almost all future pilots within the United States.

GAMA was involved in the drafting and enactment of the General Aviation Revitalization Act of 1994 ("GARA") and is routinely consulted on its operation. Its then-Chairman, Cessna Aircraft Chief Executive Officer Russell W. Meyer, Jr., testified during GARA's enactment hearings and authored a contemporaneous industry-review statement explaining how Congress designed the statute around the very replacement-part scenarios this case implicates. *See* Russell W. Meyer, Jr., *Statute of Repose — Key to Industry Future*, *in General Aviation Mfg. Ass'n Indus. Rev.: 1994 Outlook & Agenda* 1 (Feb. 9, 1994); Nat'l Aviation Hall of Fame, *Our Enshrinees: Russell W.*

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GAMA does not write to repeat the petition; rather, it writes to supply what the parties—confined to a single accident—cannot: *McAuliffe*'s regulatory and industry-wide consequences. GAMA adds three considerations the petition does not reach—how the decision collides with the FAA's life-limited-parts mandate, what it will cost the industry and the aging aircraft fleet that depends on it, and how it will chill the safety innovation GARA was enacted to protect. Those consequences confirm that this is a question the Court should decide now.[1]

SUMMARY OF THE ARGUMENT

Troubled by the "enormous product liability costs that our tort system had imposed upon manufacturers of general aviation aircraft," Congress passed the General Aviation Revitalization Act of 1994 ("GARA"). *Lyon v. Agusta S.P.A.*, 252 F.3d 1078, 1084 (9th Cir. 2001). Aiming to reverse the collapse of American general aviation production, GARA gave general aviation aircraft manufacturers an eighteen-year statute of repose—not merely a defense, but "an explicit statutory right not to stand trial." *Blazevska v. Raytheon Aircraft Co.*, 522 F.3d 948, 951 (9th Cir. 2008) (quoting *Estate of Kennedy v. Bell Helicopter Textron, Inc.*, 283 F.3d 1107, 1110 (9th Cir. 2002)). Congress chose eighteen years because a design that

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[1] No counsel for a party authored this brief in whole or in part, and no person other than amicus and its counsel contributed money intended to fund its preparation or submission. Timely notice of intent to file was provided under this Court's Rule 37.2(a).

has flown that long has proven itself. By then, the House Report explained, any defect that the federal regulatory process had not caught "should, in most instances, have manifested itself." H.R. Rep. No. 103-525, pt. 2, at 6 (1994). Yet in *McAuliffe v. Robinson Helicopter Co.*, 173 F.4th 1029 (9th Cir. 2026), the Ninth Circuit held that the mere replacement of one aircraft part with an identical part—built to the same FAA-approved design that had operated safely for years—restarts that eighteen-year clock. That holding exposes manufacturers to suit decades after Congress meant repose to attach. The petition explains the circuit conflict. GAMA writes to explain the profound importance of this issue for pilots, passengers, and manufacturers, and why the question warrants this Court's review.

First, the Ninth Circuit's decision runs contrary to the carefully calibrated federal regulatory regime underpinning general aviation. Federal law *requires* that certain safety-critical, "life-limited" parts be replaced at intervals shorter than the eighteen-year repose period. *See* 14 C.F.R. §§ 43.10(a), 91.403(c). However, under *McAuliffe*, each mandatory replacement with an *identical part* restarts the repose clock for that part—ensuring repose is forever out of reach for those parts. Practically speaking, the *McAuliffe* decision repeals GARA for the very components the FAA deemed most critical to flight safety. Only this Court can correct that reading.

Second, *McAuliffe*'s stakes are industry-wide and quantifiable. More than 158,000 general aviation aircraft—74% of the active U.S. fleet—are over twenty years old and depend on FAA-certificated replacement parts to remain airworthy. Fed. Aviation Admin.

("FAA"), *General Aviation and Part 135 Activity Surveys — CY 2024*, ch. 2, tbl. 2.4, https://perma.cc/EGE8-BHXB ("FAA 2024 Survey"). A rule attaching a fresh eighteen-year liability tail to every identical replacement part will drive manufacturers out of the aftermarket for legacy aircraft parts, at a time when manufacturers already face nuclear verdicts and rising exposure.

Third, the decision will chill the safety innovation GARA was enacted to protect because it will push capital back from research and development into litigation reserves and higher insurance premiums. This comes at a difficult time for the industry, when social inflation and rising tort costs already strain research budgets and the affordability of aircraft. And general aviation safety-enhancing innovations lead global aerospace safety improvements—even for commercial air carriers and the entire flying public.

For these reasons, and those stated in the petition, the Court should grant the petition.

ARGUMENT

I. *McAuliffe* cannot be reconciled with the FAA's life-limited-parts mandate and silently repeals GARA for the fleet's most safety-critical parts.

This Court grants review where a question is important enough in its nationwide reach that the Court should have the final word. Sup. Ct. R. 10(c). *McAuliffe* puts GARA in conflict with the federal airworthiness regime. Under the Ninth Circuit's rule, the replacement times the FAA requires guarantee that

GARA's repose never attaches to the parts the FAA treats as most critical to safety.

A. Federal law requires life-limited parts replacement before GARA's repose period starts.

Federal law does not allow an owner to fly a life-limited part past its limit. A "life-limited part" is "any part for which a mandatory replacement limit is specified in the type design, the Instructions for Continued Airworthiness, or the maintenance manual." 14 C.F.R. § 43.10(a). Every applicant for a type certificate, the FAA's approval of an aircraft model's design, must prepare Instructions for Continued Airworthiness. 14 C.F.R. §§ 23.1529, 27.1529. For a helicopter like the R44, those instructions must include an Airworthiness Limitations section that sets out "each mandatory replacement time" required for type certification. *Id.* pt. 27, app. A, § A27.4. No one may operate the aircraft unless those "mandatory replacement times" are followed. *Id.* § 91.403(c). Once a life-limited part reaches its limit, federal law also requires that it be controlled so that it is never installed again.[2] 49 U.S.C. § 44725(a)-(b); 14 C.F.R. § 43.10(c). For many safety-critical parts, mandatory replacement must occur at intervals shorter than GARA's eighteen-year repose period. Under *McAuliffe*, each federally mandated replacement restarts the eighteen-year clock for the new

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[2] In 2000, Congress directed the FAA to "require the safe disposition of life-limited parts removed from an aircraft," so that a part that has reached its limit is not installed again. Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, Pub. L. No. 106-181, § 504(a), 114 Stat. 61, 134 (2000) (codified at 49 U.S.C. § 44725(a)).

part. Those parts never attain repose. Under the majority's reading, every time a third party—an aircraft owner, operator, or maintenance professional—replaces an identical part, the manufacturer faces fresh liability. That liability is not limited to defects in manufacturing the new part. The manufacturer would also face renewed liability for the part's *original* design, even though that design has performed safely on that aircraft for more than eighteen years, in conformity with its FAA-issued type or supplemental type certificate.

Federal law also requires the replacement to match the original. A replacement part may be produced only under a type certificate, an FAA production approval, or another route the FAA has sanctioned, 14 C.F.R. § 21.9(a), and the mechanic who installs it must return the aircraft to a condition "at least equal to its original or properly altered condition," *id.* § 43.13(b). A manufacturer cannot change a part's design without FAA approval. *Id.* §§ 21.93(a), 21.97(a). Under *McAuliffe*, a manufacturer reopens its decades-old design to suit by doing exactly what federal law requires.

And although the panel required proof that the new part proximately caused the accident, Pet. App. 17a, that requirement does not limit the opinion's negative impact on the general aviation industry. When the claim is that a part's design is defective, every identical replacement carries that same design. And because causation is contested in nearly every case, the manufacturer must litigate through expert discovery before it can invoke repose, losing the "explicit statutory right not to stand trial" that GARA confers. *Blazevska v. Raytheon Aircraft Co.*, 522 F.3d 948, 951

(9th Cir. 2008) (quoting *Estate of Kennedy v. Bell Helicopter Textron, Inc.*, 283 F.3d 1107, 1110 (9th Cir. 2002)).

B. The conflict is concrete.

This problem is not academic. For example, a Robinson Helicopter model R44's main and tail rotor blades must be replaced no more than twelve or fifteen years after manufacture; a model R22's blades must be replaced no later than ten, twelve, or fifteen years. *See* Robinson Helicopter Co., *R44 Maintenance Manual* § 3.300(A), at 3.3 (2026), https://perma.cc/6BG7-CNNU (R44 and R44 II Fatigue Life-Limited Parts); Robinson Helicopter Co., *R22 Maintenance Manual* § 3.300, at 3.3 (2024), https://perma.cc/JC3P-8Z4H (R22 Fatigue Life-Limited Parts); 14 C.F.R. § 91.403(c). These are *non-negotiable* airworthiness deadlines. *McAuliffe*, therefore, makes GARA repose unattainable for exactly these components—the main rotor system components at issue in this very case. Congress did not enact an eighteen-year repose that would apply to every general aviation part except the ones that matter most.

C. Settled canons of construction confirm the anomaly and its importance.

A statutory scheme must be read as a "harmonious whole." *FDA v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 133 (2000) (quoting *FTC v. Mandel Bros., Inc.*, 359 U.S. 385, 389 (1959)). A court may not adopt a reading that nullifies textually applicable provisions, *Whitman v. Am. Trucking Ass'ns*, 531 U.S. 457, 486 (2001), or that negates a statute's own stated purposes. *King v. Burwell*, 576 U.S. 473, 493 (2015)

("We cannot interpret federal statutes to negate their own stated purposes." (quoting *N.Y. State Dep't of Soc. Servs. v. Dublino*, 413 U.S. 405, 419-20 (1973))). Congress, after all, "legislates against the backdrop of existing law." *McQuiggin v. Perkins*, 569 U.S. 383, 398 n.3 (2013). And a specific provision like GARA's repose cannot be silently nullified absent a clear command from Congress. *Morton v. Mancari*, 417 U.S. 535, 549-50 (1974).

When Congress enacted GARA in 1994, federal law directed the FAA to regulate "the timing and manner of" aircraft servicing and overhaul. 49 U.S.C. § 44701(a)(2)(B). Since 1980, the FAA had required manufacturers to publish "each mandatory replacement time" for life-limited parts, and it had barred anyone from operating an aircraft without observing those times. *See* Airworthiness Review Program; Aircraft, Engine, and Propeller Airworthiness, and Procedural Amendments, 45 Fed. Reg. 60,154, 60,178, 60,183 (Sept. 11, 1980) (adopting 14 C.F.R. pt. 27, app. A, § A27.4, and amending 14 C.F.R. § 91.163(c)). Both requirements remain in force. 14 C.F.R. pt. 27, app. A, § A27.4; *id.* § 91.403(c). Congress thus knew that owners would replace critical parts on a federal schedule. It would not write a statute of repose that those replacements would defeat.

The panel read the legislative history to point the other way, relying on the House Report's statement that a replaced piston engine "would have a 15-year statute of repose commencing with its replacement." Pet. App. 13a (quoting H.R. Rep. No. 103-525, pt. 2, at 7 (1994)). That example shows only that a replacement part gets its own clock. It does not say what

claims the new clock covers. The same Report explained that the rolling provision gives recourse for a part installed after delivery "in the event of a crash attributable to a structural defect or similar flaw in a new component part." H.R. Rep. No. 103-525, pt. 2, at 6. A replacement engine receives its own clock because it can carry its own manufacturing flaws. But nothing in the Report suggests that installing a new *replacement* copy of a part reopens to liability a design that the FAA certified decades earlier. To the contrary, the Report explained that by the end of the repose period, any design or manufacturing defect "not prevented or identified by the Federal regulatory process by then should, in most instances, have manifested itself." *Id.* (quoted in *Mason v. Schweizer Aircraft Corp.*, 653 N.W.2d 543, 547 (Iowa 2002)). Indeed, as Judge Friedland noted, a manufacturer that builds a component to an existing design is generally not liable for that design at all. Pet. App. 21a-22a n.5 (Friedland, J., dissenting in part). Congress had no reason to restart a clock for claims that ordinarily would not exist.

McAuliffe offends each of these principles. It reads GARA so that the FAA's replacement requirements unwind, *sub silentio*, GARA's repose for those parts. Only this Court can resolve that conflict.

II. *McAuliffe* will reshape the economics of a critical national industry and the aging fleet that depends on it.

Open-ended liability nearly ended American general aviation manufacturing once before. In the decades before GARA, production fell from approximately 18,000 aircraft in the 1970s to 928 by the early 1990s. Petra L. Justice & Erica T. Healey, *Why Non-*

Final GARA Denials Deserve Certiorari Review: "When Your Money is Gone, That is Permanent, Irreparable Damage to You", 42 Stetson L. Rev. 457, 461 n.31 (2013). Manufacturers priced litigation into every aircraft. Cessna's per-aircraft liability cost rose from $5,000 in 1983 to $90,000 in 1986. *General Aviation Tort Reform: Hearing on H.R. 4142 Before the Subcomm. on Monopolies & Com. L. of the H. Comm. on the Judiciary*, 99th Cong. (Aug. 14, 1986) (statement of Russell W. Meyer, Jr., Chairman & CEO, Cessna Aircraft Co.), https://perma.cc/553R-KMFR. Beech Aircraft estimated that the costs of litigation added $70,000 to the price of each new aircraft. 140 Cong. Rec. S4922 (daily ed. Mar. 16, 1994) (statement of Sen. Danforth). In 1986, Cessna stopped piston-engine research and began spending the $20 million to $25 million a year it had invested in research and development on defending product liability suits instead. John H. Boswell & George Andrew Coats, *Saving the General Aviation Industry: Putting Tort Reform to the Test*, 60 J. Air L. & Com. 533, 553 n.115 (1994). One manufacturer spent more than $100 million over four years defending more than 200 suits, even though the National Transportation Safety Board ("NTSB") found no aircraft defect in any of them. 140 Cong. Rec. H14465 (daily ed. June 27, 1994) (statement of Rep. Clinger). In 1994, the year GARA was enacted, it cost a manufacturer approximately $500,000 to defend a lawsuit, even when the manufacturer prevailed. 140 Cong. Rec. H14468 (daily ed. June 27, 1994) (statement of Rep. Mineta). Congress chose repose because, as Representative Mineta explained, requiring a manufacturer "to repeatedly defend tort actions regarding

aircraft for which the manufacturer has not had responsibility or control for more than a decade is unreasonable." *Id.*

General aviation manufacturers face several contemporaneous and existential threats—similar to those the industry faced in the 1970s and 1980s before GARA was enacted. And because most general aviation aircraft still flying are decades old, those threats fall on an aging fleet.

A. *McAuliffe* reaches most of the general aviation fleet—the most enduring transportation mode in the United States

General aviation aircraft are built to endure. As of 2024, 158,166 general aviation aircraft actively flying were more than twenty years old—which is 74% of the active U.S. fleet—each dependent on FAA-certificated replacement parts to remain airworthy. FAA 2024 Survey, *supra*, tbl. 2.4. The average age of these aircraft exceeds fifty years—contrasted with the average car age of only twelve years. Austin Moran, *Still Flying High: Why Are Airplanes So Old?*, McClure (July 3, 2024), https://perma.cc/2EVZ-5UHT.

This longevity is also seen in "public use" aircraft (e.g., aircraft used by a government entity for firefighting, wildlife management, or search and rescue), where the State of Alaska still operates eleven aircraft that first left Piper Aircraft, Cessna, Aero Commander, and de Havilland Aircraft during the presidential terms of Harry S. Truman and Dwight D.

Eisenhower.[3] *See* FAA, *FAA Registry: Name Inquiry Results for State of Alaska*, https://tinyurl.com/5dhbuasn (last visited Nov. 6, 2026). The Piper PA-18 Super Cub, the model of several of these aircraft, received its original type certificate from the Civil Aeronautics Administration (the precursor to the FAA) on November 18, 1949, based on a 1920s design. *See* FAA, *Type Certificate Data Sheet No. 1A2: Piper Aircraft Inc.* 1 (rev. 38 Aug. 7, 2006), https://tinyurl.com/ytn4cp3d; *The Piper Cub: The History of an Aviation Icon*, Piper Aircraft (May 25, 2022), https://perma.cc/G9ZP-VB7Z. No other transportation mode has the longevity of general aviation aircraft.

B. *McAuliffe* adds open-ended exposure on top of verdicts that already strain manufacturers.

As general aviation manufacturers continue to produce long-lasting aircraft, they are also in the same precarious situation in which they found themselves in the 1970s and 1980s, albeit not *yet* to the same extreme.

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[3] Cessna manufactured model 180 Serial No. 32128 (N3330D) in 1955. Piper manufactured Serial Nos. 18-1046 and 18-1219 (both model PA-18-125s N125FG and N1386A) in 1951, and model PA-18-135 Serial No. 18-3920 (N270WC) in 1954. Piper also manufactured model PA-18-150 Serial Nos. 18-2932 (N7051), 18-5109 (N6987B), 18-7262 (N907ST), and 18-7767 (N7041) in 1953, 1956, 1960, and 1961, respectively. De Havilland manufactured model DHC-2-L-20 Serial No. 1152 (N7067) in 1956 and model DHC-2 MK. I(L20A) Serial No. 1266 (N904AK) in 1958. Aero Commander manufactured model No. 500-799 (N8460C) in 1959. *See* FAA, *FAA Registry*: *Aircraft Inquiry*, https://registry.faa.gov/aircraftinquiry (last visited Nov. 11, 2026).

The aviation insurance industry—the industry's bellwether for liability risk—has flagged a trend of rising jury awards in what insurers call "social inflation" as one of the most significant pressures on the industry. *See How Social Inflation is Impacting the Aviation Industry*, Aon (Oct. 3, 2024), https://perma.cc/S8FJ-C4P3; Kim Rosenlof, *Social Inflation, Increased Awards Driving Insurance Premium Hikes*, Aviation Int'l News (July 5, 2022), https://perma.cc/9W46-A8CV. *Nuclear verdicts* (i.e., jury awards exceeding $10 million) and *thermonuclear verdicts* (i.e., jury awards exceeding $100 million) have become one of the aviation insurance industry's most closely watched pressure points.

The biggest financial threat is increased liability risk. That is not because manufacturers are creating unsafe aircraft. To the contrary, most accidents are caused by operator error, with pilot loss of control accounting for the majority of fatal crashes. *See* Jay Shively, *If Human Error Is the Cause of Most Aviation Accidents, Then Shouldn't We Remove the Human?* NASA 3 (2013), https://perma.cc/YQ4F-RP5X; FAA, *General Aviation Safety Fact Sheet* 2 (2025), https://perma.cc/TW8P-F5NZ. The high age of the existing flying fleet is also a testament to its safety. Yet social inflation has dramatically driven up the severity of claims and the cost of insurance. Since 2015, the insurance claims-to-loss ratio for general aviation manufacturers has increased 300%—a steep increase driven primarily by the U.S. legal system and nuclear verdicts. *See* Graham Daldry, *Too Windy for Fog*, Address at the International Union of Aerospace Insurers Conference (June 2025).

The reason for increasing liability risks is simple: Far too often, aircraft owners and maintenance companies carry only minimal insurance coverage, which does not come close to covering losses. As a result, the only party left with *deep pockets* to make a lawsuit economically viable is the manufacturer itself. Manufacturers thus find themselves dealing with liability threats even decades after they last touched an aircraft. For example, de Havilland was sued following the tragic 2022 loss of a DHC-3 that de Havilland had not touched since the 1950s. *See Hilty v. de Havilland*, No. 23-2-15840-7 (Wash. Super. Ct., King Cnty. 2023). De Havilland was left paying to defend itself against this suit, even after the NTSB determined that the failure was most likely caused by a third party's recent installation of an unapproved moisture seal. Nat'l Transp. Safety Bd., AIR-23-01, *Abrupt Loss of Pitch Control and Water Impact* at v (Sept. 29, 2023), https://perma.cc/JQV5-F64G.

While the national growth of nuclear verdicts is concerning for all industries, the amount awarded in aviation claims is particularly high, threatening to upend the aviation insurance market altogether. *See* Daldry, *supra*. American juries returned more than $71 billion in nuclear verdicts from 2023 to 2025, and the median award more than doubled in three years, to $44 million. Kenneth Araullo, *Courts, Claims, and Conflict: Aerospace Insurance Under Growing Pressure*, Ins. Bus. Mag. (Mar. 6, 2026), https://perma.cc/N9KE-EXWP. *McAuliffe* adds every life-limited part on the 158,000 aging aircraft to that exposure, stretching the industry-wide exposure into the hundreds of billions of dollars.

Additionally, manufacturers have continued to be targeted by opaque third-party litigation funding (TPLF), which has significantly raised litigation costs, prevented settlements, and turned the judicial process into another commodity—without the knowledge of defendants or courts because funding disclosures generally are not required. *See generally The U.S. Intellectual Property System and the Impact of Litigation Financed by Third-Party Investors and Foreign Entities*: *Hearing Before the H. Subcomm. on Courts, Intell. Prop. & the Internet*, 118th Cong. (June 12, 2024) (statement of U.S. Chamber of Com. Inst. for Legal Reform), https://perma.cc/H9TV-GA72. In 2021, the TPLF industry had almost fifty active commercial litigation funders that committed over $2.8 *billion* to new litigation financing agreements. *See* GAO, GAO-23-105210, *Third-Party Litigation Financing: Market Characteristics, Data, and Trends* 11-12 (Dec. 20, 2022), https://perma.cc/F5J5-ETUD. These issues are slowly killing the industry—and GARA is one of its few defenses.

This problem is so pervasive in U.S. courts that the Advisory Committee on Civil Rules has formed a TPLF subcommittee to evaluate whether to propose amending Federal Rule of Civil Procedure 26(a)(1)(A) to require disclosure of litigation funding. GAMA and other associations strongly support that amendment. *See* Laws. for Civ. Just. & U.S. Chamber of Com. Inst. for Legal Reform, *A Revised Proposal: Amend Rule 26(a)(1)(A) to Guide Courts and Parties on TPLF Disclosure while Preserving Judicial Discretion and Protecting Parties' Assertions of Privilege* (Mar. 10, 2026), https://perma.cc/G4BT-LP67; *see also* Letter from 214 Cos. to Carolyn A. Dubay, Sec'y, Comm. on Rules of

Prac. & Proc., *Re: Disclosure of Nonparty Participation in Litigation* (Sept. 14, 2026), https://perma.cc/JYW8-5ARA.

These pressures, combined with *McAuliffe*, put GAMA's members where the industry stood in the 1970s and 1980s, when Cessna ceased piston aircraft production entirely and other manufacturers exited the market altogether. *See* 140 Cong. Rec. H14464-70 (daily ed. June 27, 1994); Justice & Healey, *supra*, at 458.

The 158,000 aging aircraft flew more than 16.8 million hours in 2024. FAA 2024 Survey, *supra*, tbl. 2.4. Under *McAuliffe*, every life-limited part replaced on them carries a new eighteen-year liability tail for a design the manufacturer certified decades ago.

C. The predictable response is withdrawal from the aftermarket.

If supplying an identical, FAA-certificated replacement part exposes a manufacturer to a fresh eighteen-year period of design liability for aircraft it has not possessed in decades, then rational manufacturers will exit the aftermarket for legacy aircraft, raise prices, or both—the precise outcome GARA was enacted to prevent. Simply put, the industry cannot carry the burden of yet another financial liability or risk.

III. The decision will chill the aviation safety-innovation pipeline that GARA was enacted to sustain.

GARA's repose was the bargain that let manufacturers devote capital to the costly, multi-year FAA certification process and to safety research rather

than to open-ended litigation reserves. *See* Alan Stolzer, *The General Aviation Revitalization Act of 1994: An Overview of Tort Reform*, 8 J. of Aviation/Aerospace Educ. & Rsch. 47, 47-49 (1998).

This safety research has benefited not just those who fly aboard general aviation aircraft, but the entire flying public. Recent general aviation safety innovation includes aircraft parachutes (e.g., Cirrus Aircraft's *Cirrus Airframe Parachute System* (*CAPS*)), collision-avoidance and enhanced-vision systems (e.g., the Automatic Dependent Surveillance–Broadcast (ADS-B) and the Traffic Alert and Collision Avoidance System (TCAS)), and even an avionics system (i.e., Garmin's *Autoland*) that will autonomously fly and land an aircraft at the nearest suitable airport based on distance, runway suitability, terrain, and en route weather, while communicating with air traffic control and the passengers, when a pilot is incapacitated—at the mere push of a button. *See generally* Nat'l Bus. Aviation Ass'n, *Traffic Alert & Collision Avoidance System (TCAS)*, https://perma.cc/2JVR-JW44 (last visited Nov. 11, 2026); FAA, *Automatic Dependent Surveillance–Broadcast (ADS-B)* (Sept. 29, 2025), https://perma.cc/9BFN-UE5D; FAA, *Enhanced Vision Systems*, https://perma.cc/XM63-49PE (last visited Nov. 11, 2026); *Autoland,* Garmin, https://perma.cc/A6Q9-8L7H (last visited Nov. 11, 2026).

The life-saving abilities of these innovations are not just hypothetical. Congress continues to debate mandating ADS-B In, a situational awareness tool, in all aircraft in the U.S. National Airspace System as a mitigation for the tragic safety gap that resulted in the January 2025 midair collision between a U.S. Army

helicopter and PSA Airlines Flight 5342 over the Potomac River southeast of Ronald Reagan Washington National Airport. NTSB Chair Jennifer Homendy even stated ADS-B In could have prevented the accident and saved all sixty-seven people aboard both aircraft. Sam Sweeney & Ayesha Ali, *$400 GPS Device Could Have Prevented Deadly Midair Crash Near DC: NTSB chair*, ABC News (Jan. 27, 2026), https://perma.cc/M8UU-MKSG. Additionally, as of September 2026, Cirrus *CAPS* had saved 305 people in 152 incidents. Cirrus Owners & Pilots Ass'n, *CAPS Event History*, https://perma.cc/2ZFW-XEX2 (last visited Oct. 20, 2026). In December 2025, Garmin's *Autoland* system was first activated in an actual emergency and autonomously landed a Beechcraft King Air 200 aircraft—saving all aboard—after a loss of cabin pressure. Stephen Pope, *Garmin Autoland Safely Lands King Air in First Real-world Emergency Use*, AeroTime (Dec. 22, 2025), https://perma.cc/N2XP-DUX2.

Many of these systems would not have reached the market if the industry had stayed where it was in 1994. Before GARA, Cessna was spending on litigation the money it had once spent on research. *See* Boswell & Coats, *supra*, at 553 n.115. Eroding GARA's repose without reducing certification cost pushes capital back from innovation into litigation—the trade-off that defined the pre-GARA era in the 1970s and 1980s. *See, e.g.*, Bruce E. Peterman, *General Aviation Engineering in a Product Liability Environment, in Product Liability and Innovation: Managing Risk in an Uncertain Environment*, Nat'l Acad. of Eng'g 62, 67 n.1 (1994), https://tinyurl.com/ycmwhhct (highlighting that litigation-related work consumed an average of 51% of

one manufacturer's engineering expenditures each year from 1982 to 1992); Frederick B. Sontag, *Indirect Effects of Product Liability on a Corporation*, *in id.* at 68-69, https://tinyurl.com/yhjpeabb (reporting that Piper devoted nearly half its revenue to product liability insurance). The question before the Court, therefore, implicates the nation's aviation safety regime, not merely manufacturer liability.

IV. The circuit conflict and the national character of aviation independently warrant review.

Without repeating petitioner's arguments, GAMA underscores one operational point the parties cannot make: a circuit conflict lets plaintiffs choose their forum, and that choice affects liability and pricing for every manufacturer. The petition demonstrates a square conflict: the Sixth Circuit requires a substantive alteration before GARA's rolling provision restarts, *Crouch v. Honeywell Int'l, Inc.*, 720 F.3d 333 (6th Cir. 2013), as the Ninth Circuit itself long required, *Caldwell v. Enstrom Helicopter Corp.*, 230 F.3d 1155 (9th Cir. 2000); *LaHaye v. Galvin Flying Serv., Inc.*, 144 F. App'x 631, 633 (9th Cir. 2005)—a rule *McAuliffe* has now abandoned. The Ninth Circuit had also refused to let a manufacturer's inaction restart the clock, reasoning that otherwise "GARA would have little value to manufacturers." *Lyon v. Agusta S.P.A.*, 252 F.3d 1078, 1088 (9th Cir. 2001). A third party's installation of an identical part involves no new design choice by the manufacturer.

The conflict extends to state courts of last resort, and many GARA suits are litigated in state court. The Supreme Court of Texas, ruling three days after

the panel, held that a plaintiff must identify a part that is both "new" and "alleged to have caused" the accident. It concluded that an instruction carried unchanged into revised editions of a flight manual was not "new," even though it was the alleged cause. *In re Bell Helicopter Servs., Inc.*, 741 S.W.3d 97, 105-06 (Tex. 2026). In reaching that result, the court embraced *Caldwell*'s requirement of a substantive alteration and the Sixth Circuit's test in *Crouch*. *Id.* at 105. The Supreme Court of Iowa held two decades earlier that the issuance of a new manual within the repose period does not restart the clock "unless the manual contains a revision that is causally related to the injury-producing event." *Mason v. Schweizer Aircraft Corp.*, 653 N.W.2d 543, 553 (Iowa 2002). Under *Bell* and *Mason*, a fresh copy of an aircraft part restarts the clock only if something that changed caused the accident. Under *McAuliffe*, a fresh copy restarts the clock even when nothing changed. GARA's text treats a manual and a rotor blade alike. Each is a "component, system, subassembly, or other part," as the Ninth Circuit itself has held. *Caldwell*, 230 F.3d at 1156-57. The Ninth Circuit's line between revised manuals and replaced hardware is the very line the petition shows *Crouch* rejects. Pet. 11-13. As Judge Friedland observed, replacing the flight manual in *Caldwell* "with a substantively identical flight manual" would not have restarted the clock. Pet. App. 23a (Friedland, J., dissenting in part).

The petition further explains that aviation is a uniquely national industry whose governing law should not vary by geography. From the manufacturers' vantage point, that disuniformity is not abstract: GAMA's members design, certificate, and produce

each aircraft and replacement part under a single national FAA approval. They cannot set distribution or pricing circuit by circuit, so the most plaintiff-friendly circuit sets the liability and pricing baseline nationwide. "A principal purpose for which [this Court] use[s] [its] certiorari jurisdiction . . . is to resolve conflicts among the United States courts of appeals and state courts concerning the meaning of provisions of federal law." *Braxton v. United States*, 500 U.S. 344, 347 (1991).

CONCLUSION

For the reasons stated in the petition and the additional reasons set out above, the petition for a writ of certiorari should be granted.

Respectfully submitted,

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