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**IN THE IOWA DISTRICT COURT FOR MARION COUNTY**

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**RYAN M BOESE, as Executor of the  
Estate of SCOTT THOMAS LOWE,  
Deceased, et al.,**

**Plaintiff,**

**vs.**

**CIRRUS DESIGN CORPORATION  
d/b/a CIRRUS AIRCRAFT, et al.,**

**Defendants.**

**CASE NO: LACV097958**

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
RULING ON DEFENDANTS'  
MOTIONS TO DISMISS**

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On August 11, 2022, a Petition was filed naming Hartzell Engine Technologies, LLC (“Hartzell”), and Tornado Alley Turbo, Inc. (TAT), among others, as Defendants (D001). On October 20, 2022, Hartzell filed a Motion to Dismiss for Lack of Personal Jurisdiction (D0048). The following day, TAT filed a Motion to Dismiss for Lack of Personal Jurisdiction (D0050) and Hartzell filed an Amended Motion to Dismiss (D0053). The Plaintiffs Resisted and sought jurisdictional discovery, which was granted by the Court (D0056-D0060, D0088).

Following the completion of jurisdictional discovery, several briefs and reply briefs were filed by the Plaintiffs, Hartzell, and TAT (D0166, D0187, D0188, D0211, D0212, D0214, and D0215). On May 22, 2024, the parties concerned presented evidence and arguments to the Court in support of the Motions and Resistances. Attorney Cynthia Devers represented the Plaintiffs at the hearing. Representing Defendant Hartzell was attorney Daniel Haws. Representing Defendant TAT was

attorney Charles Moody.

### STANDARD

A court considering a motion to dismiss for lack of personal jurisdiction must make factual findings to determine whether it has personal jurisdiction over the defendant. *Shams v. Hassan*, 829 N.W.2d 848, 853 (Iowa 2013); *DeAngelo v. JLG Indus., Inc.*, 924 N.W.2d 537 (Iowa Ct. App. 2018). Pre-answer jurisdictional challenges may be supported by affidavits and other evidentiary showings. *Hayden v. Ameristar Casino Council Bluffs, Inc.*, 641 N.W.2d 723, 724 (Iowa 2002).

The plaintiff has the burden to establish that jurisdiction may be had over the defendant; the plaintiff must make a prima facie case showing that personal jurisdiction is appropriate before the burden will shift to the defendant to rebut that showing. *PSFS 3 Corp. v. Michael P. Seidman, D.D.S., P.C.*, 962 N.W.2d 810, 826 (Iowa 2021); *Shams*, 829 N.W.2d at 853.

Iowa courts look to the Due Process Clause of the United States Constitution to determine whether the exercise of personal jurisdiction over a defendant in Iowa is permitted and thus defer to Supreme Court case law for this analysis. See *Book v. Doublestar Dongfeng Tyre Co., Ltd.*, 860 N.W.2d 576, 583 (Iowa 2015). Iowa's jurisdictional rule "authorizes the widest jurisdictional parameters allowed by the Due Process Clause." *Id.*

Iowa's long-arm statute is co-extensive with "the widest due process parameters permitted by the Constitution. *Creative Calling Sols., Inc. v. LF Beauty Ltd.*, 799 F.3d 975, 979 (8th Cir. 2015). Thus, a court may assert personal jurisdiction over a defendant if the exercise of jurisdiction comports with due

process. *Id.* Courts recognize two kinds of personal jurisdiction: general (sometimes called all-purpose) jurisdiction and specific (sometimes called case-linked) jurisdiction. *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 141 S. Ct. 1017, 1024 (2021); *Book v. Doublestar Dongfeng Tyre Co., Ltd.*, 860 N.W.2d 576, 584 (Iowa 2015). The Plaintiff concedes that general jurisdiction is not applicable to either Hartzell or TAT. Accordingly, the Court will only examine the facts to see if specific jurisdiction attaches to Hartzell and TAT.

### FINDING OF FACT

This case arises out of the crash of a Cirrus SR22T aircraft in Missouri that occurred on August 16, 2020. Scott Thomas Lowe was the pilot of the aircraft at the time of the crash, and his wife, Amy Christine Lowe, was a passenger. Both Scott and Amy Lowe died as a result of the crash. Scott and Amy Lowe were residents of the State of Iowa at the time of the crash. (D001 Petition, ¶¶ 1-6) Scott Lowe, through an LLC he formed, leased the plane that ultimately crashed. Scott owns a similar Cirrus airplane, but it was undergoing maintenance, resulting in Scott leasing the crash aircraft to travel to Missouri and back.

The Cirrus SR22T aircraft involved in the crash was designed and manufactured by Cirrus Aircraft (“Cirrus”). Cirrus is a Wisconsin Corporation with its principal place of business in Duluth, Minnesota. Cirrus is also responsible for the installation of the engine and its turbonormalizing system in the aircraft and for supporting, maintaining, and repairing the aircraft and its component parts. (D001 at ¶¶ 7-11).

Classic Aviation, Inc. (“Classic Aviation”) is a corporation organized under

the laws of the State of Iowa, with its principal place of business in Marion County, Pella, Iowa. Classic Aviation is a Cirrus Factory Service Center that performed maintenance, inspections, and troubleshooting on Lowe's aircraft, including inspections in 2019 and 2020, just prior to the accident. (D001 at ¶¶ 25-26)

Hartzell is a Delaware Corporation with its principal place of business in Montgomery, Alabama. Hartzell is the successor entity for the turbocharger product line at question in this matter. As such, they are liable for any issues that may arise with the turbocharger system installed on the aircraft the Lowe's were in when they died. (D001 at ¶¶ 13-19).

TAT is an Oklahoma Corporation with a principal place of business in Ada, Oklahoma. TAT designed, manufactured, and supplied the turbonormalizing system that would have been installed on the aircraft in question. TAT holds a Supplemental Type Certificate (STC") for the installation of a turbonormalizing system on the engine in the aircraft at issue. (D001 at ¶¶ 22-24).

#### 1. Specific Jurisdiction Facts

##### a. Hartzell

Under both common and statutory law Hartzell maintains an obligation for the continuing mechanical reliability and airworthiness of its products. Counsel argued this point to the Court to show that as a supplier of parts approved and regulated by the FAA, they have, in essence, no choice but to perform warranty work when requested. Hartzell provides information and training to service providers in furtherance of those obligations. Hartzell specifically provides training

at the Annual Midwest Aviation Maintenance Symposium & Trade Show held in Iowa. Ex. 21 (Agenda and Registration from the 2022 Maintenance Symposium at which Hartzell provided two training sessions). This training has included maintenance of the systems potentially at issue in this case. They have provided training to mechanics at this trade show for several years.

Over the last five years, Hartzell has had business transactions with Iowa individuals or businesses in either drop sales directly to a customer or warranty work. Ex. 26 Exhibit 26 only accounts for shipments directly from Hartzell for warranty work or directly to customers in Iowa. It does not account for any parts that may be sold into Iowa through a Hartzell distributor. Hartzell had somewhere between one hundred and one hundred and fifty transactions with Iowa customers over a five-year period. Ex. 26 and Ex. 19 Deposition of Keith Bagley. Ex. 24 They have also provided warranty work specifically through Classic Aviation, one of the defendants in this matter. Ex. 25

Hartzell has also purchased components or finished products for heaters and alternators from Iowa vendors. Over the last five years, Hartzell has purchased \$941,583.00 worth of products from Iowa vendors. Ex. 19 Bagley Deposition.

b. TAT

TAT has obligations service under common and statutory law, similar to Hartzell's. Exhibit 27, Deposition of Braley, acknowledges that TAT provides service literature with their product, including the Flight Manual Supplement that was provided to Cirrus with the accident aircraft. TAT advertises in Copa Pilot

magazine Ex. 29 The magazine is circulated to Cirrus aircraft owners and servicers, including people and businesses in Iowa. The TAT ad is specifically for engine overhaul and turbo system repairs. Ex. 29. That ad gives a phone number and a website for contact information. Ex. 29. TAT's website can be used to order parts directly from TAT and is not restricted by the geographic location of the purchaser. Ex. 28.

Over a five-year period, TAT has routinely sold parts to Classic Aviation, one of the named defendants in this matter whose place of business is Pella, Iowa. Ex. 32. TAT had thirty-eight transactions with Classic Aviation totaling approximately \$38,000.00 in sales. Ex. 32. Additionally, approximately 20 other transactions with other Iowa-based individuals or businesses were conducted during the same time period, totaling an additional \$5,000.00 in sales. TAT also had four warranty claims from Iowa during a similar four-year period. Ex. 34.

### ANALYSIS AND LEGAL CONCLUSION

Iowa law provides that “[e]very corporation, individual, personal representative, partnership or association that shall have the necessary minimum contact with the state of Iowa shall be subject to the jurisdiction of the courts of this state.” Iowa R. Civ. P. 1.306.

Specific jurisdiction “covers defendants less intimately connected with a State [than general jurisdiction], but only as to a narrower class of claims.” *Harding v. Sasso*, 2 N.W.3d 260, 264-65 (Iowa 2023) (Citing *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)). For a finding of specific jurisdiction, “[t]he

defendant need only take “some act by which [he] purposefully avails [himself] of the privilege of conducting activities within the forum State.” *Goodyear* at 919.

“The contacts must be the defendant’s own choice and not “random, isolated, or fortuitous.”” *Keeton v. Hustler Mag., Inc.*, 465 U.S. 770, 774 (1984). “[T]he foreseeability that is critical to due process analysis is not the mere likelihood that a product will find its way into the forum State.” “Rather, it is that the defendant’s conduct and connection with the forum State are such that he should reasonably anticipate being haled into court there.” *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 102, 297 (1987).

“Even when the defendant has sufficient minimum contacts with the forum state, the forum state has jurisdiction over the defendant for only a limited set of claims. Specifically, the nonresident defendant can be sued in the forum state only when the plaintiff’s claims “arise out of or relate to the defendant’s contacts’ with the forum.” *Ford Motor Co. v. Mont. Eighth Judicial Dist. Ct.*, 592 U.S. 351, 358 (2021) (quoting *Bristol-Myers Squibb Co. v. Superior Ct. of Cal.*, 582 U.S. 255, 262 (2017)).

If the court finds sufficient minimum contacts with the forum state and that the plaintiff’s claims arise out of or relate to the contacts, “the court may exercise personal jurisdiction over the defendant only where it “would comport with ‘fair play and substantial justice.’” *Ostrem .v Prideco Secure Loan Fund, LP*, 841 N.W.2d 882, 893 (Iowa 2014).

Fair play and substantial justice are determined by looking at, “the burden

on the defendant, the forum State's interest in adjudicating the dispute, the plaintiff's interest in obtaining convenient and effective relief, the interstate judicial system's interest in obtaining the most efficient resolution of controversies, and the shared interest of the several States in furthering fundamental substantive social policies. *Id.*

All parties cited *Ford Motor Co.*, as supporting their position on jurisdiction. The Plaintiffs focused on the holding from *Ford* that a causal connection is not needed between the contacts with the forum state and the claims in the suit for there to be jurisdiction. *Ford* at 365-66. Jurisdiction can be established if the claim arises *or relates to* the defendant's contacts. *Id.* (emphasis added).

The defendants, particularly Hartzell, emphasized the facts that could distinguish their cases from those in *Ford*, and that what contact they may have had with Iowa in the form of sales or warranty work was not for the turbochargers specifically at issue in this suit. Hartzell also relied on *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408 (1984) for the proposition that purchases of products unrelated to the claim by the defendant from the forum state alone are not enough to establish jurisdiction.

In the Court's opinion, Hartzell and TAT are losing sight of the forest for the trees. While it is true that the particular facts of this case, if separated out and compared in isolation to particular aspects of other cases, such as *Ford*, *Helicopteros*, or *J. McIntyre Machinery, Ltd. V. Nicaastro*, 564 U.S. 873 (2011), may not be determinative on their own to establish purposeful contacts that support



jurisdiction, the sum of the parts here weight in favor of finding jurisdiction.

Again, while not directly analogous factually, the Court believes that *Harding v. Sasso* provides the most accurate rubric to compare the facts of the present case. *Harding v. Sasso*, 2 N.W.3d 260 (Iowa 2023). Hartzell and TAT have not directly sought out Iowa customers, just like Dr. Sasso did not seek out attorney Harding. *Harding* at 266. However, following that contact, Sasso entered into a contractual business relationship with Harding, which could have called him to perform part of the services in the forum state of Iowa. *Id.* at 266-67.

Hartzel and TAT have both consistently entered into contractual relationships with Iowa customers for parts and services related to maintaining Cirrus aircraft in a flight-worthy condition. Both TAT and Hartzell have supplied parts/warranty work to Classic Aviation, creating a contractual relationship that could be enforced in Iowa courts like in *Harding*.

Both of these companies know they will have an enhanced duty to service and monitor their product regardless of where it is placed into commerce because of extensive regulation by the FAA due to the inherent safety risks associated with a defective product. The purchase of parts or the supplying of parts, whether for manufacturing of completed products they supply, under warranty work, through drop site requests, or through distributors, may not be contact that is directly related to the cause of the crash at issue here, but they are related to the claim because they deal with maintenance, replacement and service of parts to Cirrus planes, that are colored by the same enhanced duties for their chosen line of

business.

Put simply, Hartzell and TAT admit as much that they have a duty to warrant and service their product and that failure to do so could have catastrophic consequences. This is why they do not decline requests for parts or service information when requests/purchases are made from individuals or businesses in the states in which they do not have a home. There is a foreseeable expectation arising from the type of product that both TAT and Hartzell supply and for which they have contacts with the State of Iowa that they are availing themselves of the privileges of conducting activities within Iowa and that they could be hailed into Iowa courts in relation to those activities. They say they didn't choose Iowa, but they did choose where the plane might be serviced because they knew entering this line of work of the enhanced duty to service the product.

Both Hartzell and TAT have had sufficient minimum contacts with Iowa to support the exercise of personal jurisdiction over them. Those contacts relate to the claim in this case by virtue of supporting and maintaining parts for Cirrus aircraft. The Court must still consider if a finding of personal jurisdiction "comports with fair play and substantial justice." *Harding* at 268 (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 467 (1985)).

Looking at the *Ostrem* factors, this Court concludes that it does comport with fair play and substantial justice. *Ostrem v. Prideco Secure Loan Fund, LP*, 841 N.W.2d 882, 893 (Iowa 2014). Iowa has a compelling interest in seeing its residents find redress for the potentially negligent death of its residents in Iowa. Given the

several defendants, Iowa provides an efficient forum for resolving the issues in this case. The resolution of this suit in Iowa does not place an unreasonable burden on Hartzell or TAT.

Therefore, it is the ruling and order of the Court that the Motions to Dismiss for Lack of Personal Jurisdiction from both Hartzell and TAT are denied. This matter may proceed against all named defendants in the Iowa District Court. Answers from Hartzell and TAT shall be filed according to the Iowa Rules of Civil Procedure.

SO ORDERED.



State of Iowa Courts

**Case Number**  
LACV097958  
**Type:**

**Case Title**  
BOESE, ET AL V. CIRRUS DESIGN CORPORATION, ET AL  
OTHER ORDER

So Ordered

*Charles C. Sinnard*

Charles C. Sinnard, District Court Judge,  
Fifth Judicial District of Iowa

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