

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

**SMD INVESTMENTS LIMITED; GE EUROPEAN  
EQUIPMENT FINANCE LIMITED; WELLS FARGO  
BANK NORTHWEST, NATIONAL ASSOCIATION;  
and CERTAIN UNDERWRITERS AT LLOYD’S AND  
LONDON MARKET COMPANIES SUBSCRIBING  
TO POLICY NUMBER A4/23957,**

**Plaintiffs,**

**v.**

**RAYTHEON AIRCRAFT COMPANY,**

**Defendant.**

**CIVIL ACTION**

**No. 05-2134-KHV**

**ORDER**

This matter is before the Court on Raytheon’s Motion To Dismiss Counts V And VI Of Plaintiffs’ Complaint (Doc. #11) filed July 22, 2005. Under the economic loss doctrine, defendant seeks to dismiss plaintiffs’ tort claims (Counts V and VI) to the extent they claim damages to the alleged defective airplane itself. In their opposition brief, plaintiffs apparently concede that damages under Counts V and VI must be limited to property other than the airplane. In Counts V and VI of their amended complaint, however, plaintiffs include claims for damages to the airplane itself. For substantially the reasons stated in the Memorandum of Law In Support Of Raytheon’s Motion To Dismiss (Doc. #12) and Raytheon’s Reply To Plaintiffs’ Memorandum In Opposition To Raytheon’s Motion To Dismiss (Doc. #26), the Court sustains defendant’s motion to dismiss. The Court dismisses plaintiff’s damage claims which relate to the airplane itself, i.e. the damages alleged in paragraphs (a) through (d) of the prayers for relief in Counts V and VI of the First Amended Complaint And Demand For Jury Trial (Doc. #23).

Dated this 2nd day of November, 2005, at Kansas City, Kansas.

s/ Kathryn H. Vratil  
KATHRYN H. VRATIL  
United States District Judge