



2016 PENNSYLVANIA STATEWIDE HIGH SCHOOL MOCK TRIAL COMPETITION



Lilienthal Insurance, Inc.

v.

Natural Habitat Preserve

**SPONSORED BY THE YOUNG LAWYERS DIVISION
OF THE PENNSYLVANIA BAR ASSOCIATION**

By: Jon Grode, Paul W. Kaufman, Jonathan D. Koltash & Talia Charme-Zane

TABLE OF CONTENTS

Problem Questions & Contact Information	iii
Introduction and Acknowledgements	iv
Case Summary	vi
Complaint in Declaratory Judgment	1
Answer	4
Memorandum and Opinion	6
Stipulations	8
Applicable Law	10
Jury Instructions	11
Verdict Form	16
List of Witnesses	17
Pronunciation Guide	18
Witness Statements:	
Charlie Yeager	19
Finley Lindbergh	23
Val Coleman	27
Stacey Earhart	32
Quincy Wright	37
Emory Wagstaff	42
Exhibits:	
Exhibit 1	47
Exhibit 2	48
Exhibit 3	50
Exhibit 4	51
Exhibit 5	53
Exhibit 6	54
Exhibit 7	55
Exhibit 8	56
Exhibit 9	57
Exhibit 10	59
Exhibit 11	60

Problem Questions, Updates & Contact Information

Questions concerning these case materials should be sent to David Keller Trevaskis at the Pennsylvania Bar Association (PBA). Case material questions will be answered by the Mock Trial Executive Committee. Questions regarding mock trial procedure, including any questions involving the Rules of Competition or Rules of Evidence, should be directed to your District or Regional Mock Trial Coordinators.

Answers to legitimate and non-repetitive questions will be posted periodically in a supplemental memo on the mock trial website www.pabar.org under the Young Lawyer's Division (YLD) link.

You may begin submitting questions anytime. **The deadline for submitting questions is noon on January 8, 2016.** The final update will be posted no later than **January 11, 2016.**

The final update of the case will contain high resolution versions of all exhibits.

Questions must be sent in writing using email. Please be sure to include return contact information in the event we need to reach you to clarify a question. **No questions will be considered unless submitted under this procedure.**

E-mail: david.trevaskis@pabar.org

Introduction and Acknowledgments

Welcome to the 2016 Pennsylvania Statewide High School Mock Trial Competition - the 32nd year of one of the top secondary level academic competitions in the Commonwealth! The competition, which commenced in 1984, is sponsored by the Young Lawyers Division of the Pennsylvania Bar Association (PBA/YLD). It provides high school students with firsthand experience of the American judicial system. The Mock Trial Competition is one of a series of law-related and civic education programs conducted by the PBA to demystify the law for Pennsylvanians, including Freedom's Answer, I Signed the Constitution, Project PEACE, Law Day, and Stepping Out for Seniors.

This year's case, *Lilienthal Insurance, Inc. v. Nature Habitat Preserve* is a civil action to determine whether an insurance company will be forced to cover the costs of a heinous injury to an individual on the nature preserve's property.

The case was written by Jonathan A. Grode, Paul W. Kaufman, Jonathan Koltash, and Talia Charme-Zane. Mr. Grode and Mr. Kaufman have co-written the Pennsylvania problems since 2011, and they co-wrote the national problems in 2010, 2012, 2014 and 2015. Mr. Grode also adapted and modified the 2007 mock trial problem and wrote the 2008, 2009, and 2010 mock trial problems. Mr. Kaufman was a four-time Delaware state champion mock trialer in high school and is a current member of the National High School Mock Trial Championship Board of Directors. Mr. Koltash co-authored the 2014 Pennsylvania case and is the PBA/YLD Mock Trial Co-Chair. Ms. Charme-Zane is a student at Stanford University and an alumna of the Pennsylvania mock trial program, where she captained the Central High School (Philadelphia) team that won the John S. Bradway Philadelphia High School Mock Trial Competition.

Mr. Grode thanks his wife, Jayne Bird, who tolerates his ongoing obsession with mock trial drafting, notwithstanding the fact that he promises each year that "this one will be the last he works on." Mr. Grode also thanks Roberta West for introducing him to the wondrous world of Pennsylvania Mock Trial.

Mr. Kaufman thanks his wife, Sarah, for her support, counsel, and unparalleled patience, and he thanks United States Attorney Zane David Memeger and Chief of the Civil Division Margaret L. Hutchinson for their remarkable support of high school mock trial in Philadelphia and throughout Pennsylvania. Mr. Kaufman also especially thanks Mr. Koltash and Ms. Charme-Zane, comrades in arms and inspirations – always – to continue the mission.

Mr. Koltash thanks his wife, Alaina, for her patience and support each year during "mock trial season" - which never seems to end. He also thanks Mr. Grode and Mr. Kaufman, whose leadership in writing the problem each year is greatly appreciated. Their countless hours and dedication to ensuring a balanced, creative problem for the participants of the competition makes them the unsung heroes of the competition. For that, he is in their debt.

Ms. Charme-Zane thanks Mr. Grode and Mr. Kaufman for humoring her in her refusal to ever move on from Philly mock trial. She also thanks her former mock trial coach, Julian Thompson, who taught her everything she knows, including how to make witnesses cry during cross examination.

Special thanks are owed this year to Mike Coll of the Natural Lands Trust for providing the inspiration for this case and providing technical assistance regarding UAV systems and to Elizabeth Canapary of the Community College of Philadelphia and Michael DiFebbo of White

and Williams LLP, who assisted the authors in understanding the complex world of insurance coverage litigation.

Thanks also goes to the other co-Chair of this year's Competition, Traci Naugle, Esq., for her efforts in organizing and implementing the many facets of this competition. The Mock Trial Committee would also like to express its appreciation to Justin Bayer, current PBA/YLD Chair, and Joel Seelye, the PBA/YLD Chair Elect, for their support of the competition.

Additionally, we thank David Trevaskis, PBA Pro Bono Coordinator and winner of this year's Isidore Starr Award for Excellence in Law-Related Education from the American Bar Association, for his continued involvement and experienced guidance in implementing the 2016 Mock Trial Competition, and we thank the incomparable Jane Meyer, whose tireless work over the years has ensured that the many errors that reach her desk do not leave it.

Finally, we thank the hundreds of volunteers who annually contribute their time and energy to the overall organization and running of the program. Last, but certainly not least, we thank the PBA staff, headed by Executive Director Barry Simpson and Deputy Executive Director Fran O'Rourke, and the many PBA staff members who provide valuable time and talent throughout the mock trial season. Without their assistance, this competition would not be the tremendous success that it is each year.

Special thanks go to Maria Engles, the PBA/YLD Coordinator, whose contributions to the program are so numerous as to defy description.

Although the names of certain characters in this case have been chosen to honor actual individuals, the characters themselves are entirely fictitious. Any similarity to those persons or to any other actual persons, living or dead, is strictly coincidental.

We hope you find these materials interesting, and wish you all the best of luck!

Case Summary

“A people without children would face a hopeless future; a country without trees is almost as helpless.” - Teddy Roosevelt

Stacey Earhart is an uncompromising environmentalist with a passion for nature. In 2012, s/he was hired to revitalize the Natural Habitat Preserve (the “Preserve”), just a few miles north by northeast of the town of Wisawe. To ensure its financial stability, the Preserve maintained a longstanding history with the Wisawe Hunt Club – an active donor who, in turn, had exclusive right to hunt for wild foxes on the land twice a year.

The Preserve and the Hunt Club coexisted peacefully until 2013, when Earhart proposed a plan to restore the Preserve to its original state by removing all of the non-native plants, limiting both where the public could go for large periods of time and where the Hunt Club was permitted to hunt. This put Earhart at odds with the Yeager family, prominent members of the Hunt Club. The youngest of the Yeager clan, Steven, became infuriated with Earhart’s meddling and vowed to continue to hunt where his family had for generations.

Enter then a drone, an unmanned aerial system equipped with a state of the art camera. The Preserve’s insurer, Lilienthal Insurance, over the objections from its investigator, former police officer Charlie Yeager, approved its use.

Over the next few months, animosity between the Preserve and the Hunt Club reached a boiling point. Then on September 28, 2014, the water boiled over - Steven Yeager led a hunt – yet again – into the restricted areas. Earhart, manipulating the drone’s flight from a nearby fire tower, swooped in to get evidence. The drone spooked Steven’s horse, which threw him off, paralyzing him for life.

Following litigation, the Preserve and Steven settled for the Preserve’s insurance policy limit. Lilienthal agreed to the terms of the settlement and reserved its right to bring this current action to determine whether it has to indemnify the Preserve – that is, pay for the settlement – under its insurance policy with the Preserve. Lilienthal claims it does not have to pay because Earhart violated the insurance policy by intentionally trying to fly the drone very close to Steven and/or by materially modifying the drone.

Testifying in Earhart’s defense are Quincy Wright, the Chairperson of the Board of the Preserve, and Emory Wagstaff, an expert in aeronautical engineering. Finley Lindbergh, a disillusioned intern, and Val Coleman, an expert in the investigation of crashes, will be joining Charlie Yeager to testify for the plaintiff.

Is this simply a negligent act of a reckless employee or the intentional act of an overzealous naturalist who was pushed too far? Did the Preserve change the drone so much that it doesn’t even matter?

Trial is joined and a jury must decide: who should pay for Steven Yeager’s injuries?

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LILIENTHAL INSURANCE INC.,	:	
	:	
Plaintiff,	:	Case No. 15-cv-1903
	:	
v.	:	
	:	
NATURAL HABITAT PRESERVE,	:	
	:	
Defendants.	:	

COMPLAINT IN DECLARATORY JUDGMENT

Plaintiff Lilienthal Insurance Company, by and through undersigned counsel, files the instant action requesting a declaratory judgment that it need not make payment pursuant to the insurance policy issued to Natural Habitat Preserve and renewed and modified periodically, including on or about February 23, 2014. In support thereof, plaintiff alleges the following:

1. Plaintiff Lilienthal Insurance Company (“Lilienthal”) is a Delaware corporation with a principal place of business of 1969 Jamison Way, Wilmington, DE. Lilienthal is licensed to provide insurance in Pennsylvania.
2. Defendant Natural Habitat Preserve (“NHP”) is a Pennsylvania trust with a principal place of business of 2 Laika Blvd., Wisawa, PA.
3. The amount at issue is in excess of \$ 75,000, and the parties are residents of different states. Accordingly, this Court has jurisdiction pursuant to 28 U.S.C. § 1332.
4. Venue is proper in this District as the events in controversy occurred here.
5. Lilienthal is a full-service insurance provider which has maintained an insurance relationship with NHP since 1959.
6. Lilienthal provides a variety of insurance policy products to NHP, including a general liability or “umbrella” policy for NHP in the amount of \$2,500,000. This policy

provides coverage for harm caused by negligent acts of NHP or its employees. It does not provide coverage for intentional tortious acts.

7. On or about February 23, 2014, this policy was expanded to provide limited coverage for an unmanned aircraft system (“UAS,” commonly called a “drone”), which drone was to be used by NHP for purposes of surveying its land, taking photographs, and other educational purposes.

8. In addition, the insurance for this drone system was carefully circumscribed by several conditions including that the drone aircraft receive an airworthiness certification and that its use comply with the Federal Aviation Administration (“FAA”) regulations and with any successor regulations.

9. NHP agreed to these conditions, understanding that any violation of those conditions would take NHP outside the scope of the insurance policy issued by Lilienthal and that coverage would therefore be denied.

10. On or about September 27, 2014, NHP, by and through its employees, operated the drone during a fox hunt by a local organization.

11. During this operation, upon information and belief, NHP employee Stacey Earhart intentionally piloted the drone extremely close to Steven Yeager, a member of the club.

12. In the alternative, or in addition, upon information and belief, prior to September 27, 2014, NHP, through its employees, modified the drone in question in a manner affecting its flight, specifically by placing on it untested devices that operated based on modification of air flow around the drone. That modification was not included in the airworthiness certification issued by the FAA.

13. The drone's approach caused Yeager's horse to start and then to buck, throwing Yeager to the ground and causing catastrophic, permanent injuries to Yeager.

14. On or about December 7, 2014, Yeager filed a suit alleging negligence and intentional torts against NHP.

15. On or about July 22, 2015, following several months of discovery, Yeager and NHP settled the personal injury suit brought by Yeager for \$2,500,000, the full value of the insurance policy. Lilienthal was a signatory to that settlement, and Lilienthal and NHP reserved their respective rights to bring an action to determine whether this loss was subject to the insurance policy between them.

COUNT 1 – DECLARATORY JUDGMENT

16. Plaintiff incorporates the foregoing allegations as if restated fully herein.

17. The injuries suffered by Steven Yeager were the result of intentional actions by NHP and/or its employees, and Lilienthal's policy only provides coverage for unintentional, negligent actions. Accordingly, Lilienthal owes no obligation to NHP for these injuries.

18. In the alternative, the modification of the drone by NHP or its employees prior to its use, without seeking a new or revised certificate of airworthiness, constituted a prior breach of the conditions set on the policy between NHP and Lilienthal relating to the drone. Accordingly, Lilienthal owes no obligation to NHP for the injuries to Steven Yeager caused by the drone's operation.

WHEREFORE, plaintiff seeks a declaration by the Court that it need not indemnify NHP for the \$2,500,000 NHP owes to Steven Yeager.

Howard Hughes, Esquire
Attorney for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LILIENTHAL INSURANCE INC.,	:	
	:	
Plaintiff,	:	Case No. 15-cv-1903
	:	
v.	:	
	:	
NATURAL HABITAT PRESERVE,	:	
	:	
Defendants.	:	

ANSWER

Defendant Natural Habitat Preserve, by and through undersigned counsel, responds to the allegations against it as follows:

1. Admitted.
2. Admitted.
3. The allegations of this paragraph are legal conclusions to which no response is required. To the extent a response is deemed required, these allegations are admitted.
4. The allegations of this paragraph are legal conclusions to which no response is required. To the extent a response is deemed required, these allegations are admitted.
5. Admitted.
6. Admitted in part. NHP admits that Lilienthal provides a variety of insurance policy products to NHP, including a general liability or “umbrella” policy for NHP in the amount of \$2,500,000. This policy speaks for itself, and all characterization of it is denied.
7. Admitted.
8. Admitted in part. NHP admits that this policy covered its use of the drone. This policy speaks for itself, and all characterization of it is denied.

9. Admitted in part. NHP admits that this policy covered its use of the drone. This policy speaks for itself, and all characterization of it is denied.

10. Admitted.

11. Denied. By way of further response, neither Earhart nor any NHP employee has ever operated the drone intentionally in a manner that would bring it into close contact with an individual.

12. Denied. No modification of the drone occurred. In the alternative, any modification of the drone was immaterial to its airworthiness.

13. Admitted.

14. Admitted.

15. Admitted.

16. Defendant incorporates the foregoing allegations as if restated fully herein.

17. Denied.

18. Denied. No modification of the drone occurred. In the alternative, any modification of the drone was immaterial to its airworthiness.

WHEREFORE, defendant is entitled to a judgment enforcing Lilienthal's obligations under the contract of insurance between the parties, and specifically to indemnification for the injuries suffered by Steven Yeager.

Igor Sikorsky _____
Attorney for Defendant

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LILIENTHAL INSURANCE INC.,	:	
	:	
Plaintiff,	:	Case No. 15-cv-1903
	:	
v.	:	
	:	
NATURAL HABITAT PRESERVE,	:	
	:	
Defendants.	:	

MEMORANDUM AND OPINION

This is a suit brought by Lilienthal Insurance Co., which claims that it does not have to pay out on its insurance contract with Natural Habitat Preserve (“NHP”). There is no dispute that Lilienthal issued the policy in question. Nor is there any question that there was an injury to a third party, Steven Yeager or that the liability from that injury has been determined in a settlement including the parties. Accordingly, the only question is whether the acts that caused that injury fall within the insurance policy or not. The insurance policy here covers negligent acts, but not intentional ones, and it covers the use of an unmanned aerial system (a “UAS” or “drone”) under certain circumstances. Before the Court are cross-motions to determine who bears the burden of proof and a motion by Lilienthal for summary judgment based on modifications made to the drone that Lilienthal claims void the insurance policy with NHP.

In most cases, the alleged wrongdoer is seeking to prove that he, she, or it did nothing wrong, that her/his/its actions were reasonable and not negligent. Here, however, NHP freely admits that it acted negligently, and it has accepted responsibility for that by settling with Steven Yeager. NHP asserts that its insurance with Lilienthal applies and that, therefore, Lilienthal must indemnify (pay it back for) the payment to Steven Yeager. Lilienthal asserts both that the tort against Steven Yeager was intentional and that the use of the drone did not comply with the insurance requirements. If Lilienthal is correct about either of its claims, NHP must pay the settlement with Yeager itself.

Everyone agrees something that NHP did was wrong, but the question is how wrong it was. NHP says that it was negligent; Lilienthal says NHP’s employee acted intentionally. Everyone agrees that some change was made to the drone, but NHP disputes that the modifications were material.

The Court concludes that Lilienthal bears the burden of proving that it does not have to pay for the injuries to Steven Yeager. Normally, the burden of proof is on whichever party filed the suit. That default rule has advantages, but because that system would reward delay, courts have instead approached insurance coverage disputes with an eye toward balancing the interests involved. As a result, two burdens have developed: it is, first, the insured’s burden (regardless of whether it is the plaintiff or the defendant) to demonstrate that an insurance contract existed and applies at least on first glance to the conduct at issue. For example, in a car accident case, it is the insured’s burden to show that he obtained auto insurance (not, say, life insurance or property insurance) from the insurer.

The burden then shifts to the insurer to prove that there is some reason that the insurance policy does not apply, for example that some condition was not met.

Here, Lilienthal admits that it insured NHP for personal injuries caused by its employees' and agents' negligence. The open question is whether something takes this matter outside that scope of that policy. Thus, Lilienthal has the burden of proof.

Plaintiff Lilienthal also urges that this Court rule that *any* modification to the drone takes it outside the scope of the insurance. This assertion is quite broad, and it would – if taken literally – have prevented NHP from painting the drone, putting stickers on it, or updating its camera systems as better lenses or storage became available. This “no modification” rule is not found anywhere in the insurance rider pertaining to the drone system. Rather, Lilienthal's contract refers to “material modifications.” Lilienthal's overbroad rule is therefore rejected.

So that raises the question of which modifications are “material.” Unfortunately, the contract does not define “material,” so the Court must. Looking at the rider itself, the remaining provisions of the section in question pertain to compliance with the FAA's rules. In short, the deal seems to be that NHP must use the drone in accordance with the law (or proposed law) in order to be insured. The FAA has several requirements, but few are at issue here: the parties agree that line of sight was maintained between drone and operator, that the drone was not flying near a sports stadium, and that it was well under any altitude ceiling at the time of the incident in which Steven Yeager was injured.

The remaining FAA rule is that any aircraft must receive an “airworthiness” certification. This provides a reasonable basis to define “material,” because there is no reason to think that Lilienthal should have been troubled by any modification that would not impact the aircraft's ability to fly. The Court therefore finds that a “material” modification is one which could have impacted on its aircraft's flightworthiness.

There is no dispute that NHP obtained an airworthiness certification when it first bought the drone. The question is whether the drone was later modified in a way that should have required a new certificate, i.e. a modification that affected airworthiness. If the trier of fact finds that the NHP made modifications that affected airworthiness, Lilienthal wins, and it is not required to indemnify NHP. If the modifications were never made - or if they were made, but were not enough to impact airworthiness – then the insurance policy is binding, and Lilienthal must indemnify NHP for any negligence. This is a question of fact, and thus a trial is required.

Declaratory actions are often tried to the judge alone, but the Court retains the option to empanel a jury to decide any factual disputes. This Court has elected to exercise that option. A jury will be empaneled to decide two questions: (1) whether the actions of Stacey Earhart in operating the drone on the day in question were intentional or negligent and (2) whether the modifications to the drone by Earhart or others – if any – impacted on its airworthiness. If Earhart's actions were intentional (i.e. were designed to injure Yeager), or if the modifications affected airworthiness, Lilienthal wins. If Yeager acted negligently and the modifications – if any – were not enough to affect airworthiness, then NHP wins.

Trial is set for a date to be determined by the Clerk of Court.

BY THE COURT:

/s/ V. Tereshikova, J.

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LILIENTAL INSURANCE INC.,	:	
	:	
Plaintiff,	:	Case No. 15-cv-1903
	:	
v.	:	
	:	
NATURAL HABITAT PRESERVE,	:	
	:	
Defendants.	:	

Stipulations

1. All documents, signatures, and exhibits, including pre-markings, included in the case materials are authentic and accurate in all respects; no objections to the authenticity of the documents will be entertained. The parties reserve the right to dispute any legal or factual conclusions based on these items and to make objections other than to authenticity.
2. Jurisdiction, venue, and chain of custody of the evidence are proper and may not be challenged.
3. All witness statements were signed under penalty of perjury and were reviewed shortly before trial. No material changes were made to the statements.
4. All evidence was constitutionally recovered and all statements were constitutionally and legally obtained.
5. Steven Yeager was injured on September 27, 2014, when he was thrown from his horse after an unmanned aircraft passed within a few yards of the area where he was riding. He was not wearing a helmet, and he suffered fractures of the skull and cervical (neck) spine. After several days in a drug-induced coma, he regained consciousness and limited use of his limbs, but suffered brain damage and experienced memory loss in addition to lasting physical injuries.
6. Yeager's injuries are permanent, and as a result of them, he is unavailable as a witness at trial.
7. Yeager settled with the Natural Habitat Preserve for \$2.5 million, and plaintiff and defendant in the instant matter reserved their rights to bring an insurance coverage action.
8. The map that is Exhibit 1 was prepared by Stacey Earhart as part of the proposal presented to the Board of the Natural Habitat Preserve, and it was approved by the Board in its formal vote on the proposal.
9. Exhibit 3 was found on Stacey Earhart's desk.

10. The email attached as Exhibit 4 was collected from Stacey Earhart's computer at the Natural Habitat Preserve.
11. Exhibit 6 is the drawing that Finley Lindberg alleges that s/he showed to Stacey Earhart in or before December 2013.
12. Exhibit 9 is the insurance rider at issue in this matter. It may be admitted by either party without further foundation being laid, and neither party may object to its admission.
13. Exhibit 10 is a copy of the letter sent by Steven Yeager to Lilienthal Insurance Company. It was kept in the company's files and was produced in discovery in this action.
14. Following the incident in question, the Natural Habitat Preserve granted Charlie Yeager access to Stacey Earhart's work computer. A copy of the hard drive in that computer was later produced in discovery in this action.
15. On September 27, 2014, at all times relevant to this action, Stacey Earhart was acting within the scope of her/his employment as the Property Manager of the Natural Habitat Preserve.

Howard Hughes _____

Howard Hughes
Attorney for Plaintiff

Igor Sikorsky _____

Igor Sikorsky
Attorney for Defendant

Date: December 17, 2015

APPLICABLE LAW

Applicable Statutes

Restatement of Insurance, § 2.1 Insurance Contract Applicability (in General)

If an issuer of insurance (insurer) and a purchaser of insurance (insured) make a contract for the insurer to pay for a particular kind of loss or injury, the insurer shall do so unless (1) the terms of the agreement are violated by the insured before the events occurred for which indemnification is sought or (2) the injury is not caused by the kind of actions contemplated by or described in the insurance contract.

Restatement of Insurance, § 2.2 Insurance Contract Applicability (Kind of Injury)

Generally, an insurance contract covers injuries caused negligently, i.e. when the insured does not act in a reasonable manner. In such a case, the insurer must indemnify (that is to say, pay to) the insured the amounts that the insured pays to compensate third parties harmed by the negligent actions of the insured or its employees or agents, up to the monetary limit of the policy.

Restatement of Insurance, § 3.7 Conditions of Insurance

The violation by an insured of the terms of an insurance contract voids the contract when the actions that constituted the violation cause harm. Thus, if the insured agrees in the insurance contract to refrain from certain activities but instead does them, causing injury, the insurer is not required to indemnify the insured.

Similarly, if an insurer conditions its insurance on the insured agreeing to do certain things, but the insured does not do them, the insurer has no duty to indemnify the insured for any harm the actions cause.

The same is true for conditions of insurance more generally; the insurer and insured may agree to conditions on the contract of insurance, binding either or both of them. If these conditions are not met, the insurer is not required to indemnify the insured.

JURY INSTRUCTIONS

At the conclusion of a jury trial, the judge will instruct the jury how to apply the law to the evidence. Hypothetically, if the judge in your mock trial case were to provide instructions to the jury, they would look something like the following:

[Please note: A copy of these instructions may not be used as an exhibit during the mock trial competition; however, students may use these concepts in fashioning their case and making arguments to the jury.]

1. Role of Jury.

Members of the jury, you have seen and heard all the evidence and the arguments of the lawyers. Now I will instruct you on the law.

You have two duties as a jury. Your first duty is to decide the facts from the evidence that you have heard and seen in court during this trial. That is your job and yours alone. I play no part in finding the facts. You should not take anything I may have said or done during the trial as indicating what I think of the evidence or what I think about what your verdict should be.

Your second duty is to apply the law that I give you to the facts. My role now is to explain to you the legal principles that must guide you in your decisions. You must apply my instructions carefully. Each of the instructions is important, and you must apply all of them. You must not substitute or follow your own notion or opinion about what the law is or ought to be. You must apply the law that I give to you, whether you agree with it or not.

Whatever your verdict, it will have to be unanimous.¹ All of you will have to agree on it or there will be no verdict. In the jury room you will discuss the case among yourselves, but ultimately each of you will have to make up his or her own mind. This is a responsibility that each of you has and that you cannot avoid.

2. Jury sole judge of facts; sympathy or prejudice not to influence verdict.

You are the sole judges of the facts in this case. It is your duty to determine the facts from the evidence produced here in court. Your verdict should not be based on speculation, guess, or conjecture. Neither sympathy nor prejudice should influence your verdict. You are to apply the law as stated in these instructions to the facts as you find them, and in this way decide the case.

Although the lawyers may have called your attention to certain facts or factual conclusions that they thought were important, what the lawyers said is not evidence and is not binding on you. It is your own recollection and interpretation of the evidence that controls your decision in this case. Also, do not assume from anything I may have done or said during the trial that I have any opinion about any of the issues in this case or about what your verdict should be.

Perform these duties fairly and impartially. Do not allow sympathy, prejudice, fear, or public opinion to influence you. You should also not be influenced by any person's race, color, religion, national ancestry, or gender.

¹ Author's note: Pennsylvania state practice does not typically require that civil jury verdicts be unanimous. However, federal practice in Pennsylvania does. Because this is a federal case, these instructions follow the latter rule.

3. Credibility of witnesses.

As I stated in my preliminary instructions at the beginning of the trial, in deciding what the facts are you must decide what testimony you believe and what testimony you do not believe. You are the sole judges of the credibility of the witnesses. Credibility refers to whether a witness is worthy of belief: Was the witness truthful? Was the witness' testimony accurate? You may believe everything a witness says, or only part of it, or none of it.

You may decide whether to believe a witness based on his or her behavior and manner of testifying, the explanations the witness gave, and all the other evidence in the case, just as you would in any important matter where you are trying to decide if a person is truthful, straightforward, and accurate in his or her recollection. In deciding the question of credibility, remember to use your common sense, your good judgment, and your experience.

In deciding what to believe, you may consider a number of factors:

- (1) The opportunity and ability of the witness to see or hear or know the things about which the witness testified;
- (2) The quality of the witness' knowledge, understanding, and memory;
- (3) The witness' appearance, behavior, and manner while testifying;
- (4) Whether the witness has an interest in the outcome of the case or any motive, bias, or prejudice;
- (5) Any relation the witness may have with a party in the case and any effect the verdict may have on the witness;
- (6) Whether the witness said or wrote anything before trial that was different from the witness' testimony in court;
- (7) Whether the witness' testimony was consistent or inconsistent with other evidence that you believe; and
- (8) Any other factors that bear on whether the witness should be believed.

Inconsistencies or discrepancies in a witness' testimony or between the testimony of different witnesses may or may not cause you to disbelieve a witness' testimony. Two or more persons witnessing an event may simply see or hear it differently. Mistaken recollection, like failure to recall, is a common human experience. In weighing the effect of an inconsistency, you should also consider whether it was about a matter of importance or an insignificant detail. You should also consider whether the inconsistency was innocent or intentional.

You are not required to accept testimony even if the testimony was not contradicted and the witness was not impeached. You may decide that the witness is not worthy of belief because of the witness' bearing and demeanor, or because of the inherent improbability of the testimony, or for other reasons that are sufficient to you.

After you make your own judgment about the believability of a witness, you can then attach to that witness' testimony the importance or weight that you think it deserves.

The weight of the evidence to prove a fact does not necessarily depend on the number of witnesses who testified or the quantity of evidence that was presented. What is more important

than numbers or quantity is how believable the witnesses were, and how much weight you think their testimony deserves.

4. Burden of Proof.

This is a civil case in which the plaintiff, an insurance company, seeks a judgment denying coverage to one of its insureds. Plaintiff claims that it may do so because the defendant violated the terms of their insurance contract.

The Plaintiff has the burden of proving its case by what is called the “preponderance of the evidence.” That means Plaintiff has to prove to you, in light of all the evidence, that what it claims is more likely so than not so. To say it differently: if you were to put the evidence favorable to Plaintiff and the evidence favorable to Defendant opposite sides of the scales, the Plaintiff would have to make the scales tip ever so slightly to its side. If the Plaintiff fails to meet this burden, the verdict must be for Defendant. If you find after considering all the evidence that a claim or fact is more likely so than not so, then the claim or fact has been proved by a preponderance of the evidence.

You may have heard of the term “proof beyond a reasonable doubt.” That is a stricter standard of proof and it applies only to criminal cases. It does not apply in civil cases such as this, so you should put it out of your mind.

In determining whether any fact has been proved by a preponderance of evidence in the case, you may, unless otherwise instructed, consider the testimony of all witnesses, regardless of who may have called them, and all exhibits received in evidence, regardless of who may have produced them.

You should not consider the impact that a verdict you render will have on the parties. Your sole job is to determine whether the Plaintiff has met its burden of proof.

In determining whether any fact has been proved by a preponderance of evidence in the case, you may, unless otherwise instructed, consider the testimony of all witnesses, regardless of who may have called them, and all exhibits received in evidence, regardless of who may have produced them.

5. Issues in the Case

The Plaintiff is an insurance company. It admits that it insured Defendant for certain harms, but its insurance had certain conditions. The Plaintiff claims that these conditions were violated by the Defendant. If you find that the Plaintiff has proved that the Defendant violated either of the conditions before the Incident in question, you must find for Plaintiff.

Thus, the issues for you to decide, in accordance with the law as I give it to you are:

1. When the drone flown by Stacey Earhart approached Steven Yeager, causing his horse to throw him, did Stacey Earhart intend for it to approach Steven Yeager very closely? In other words, the Defendant admits that Earhart intended to fly the drone in the area somewhere around Yeager, but it says that it was an accident that the drone got as close to Yeager as it did. Plaintiff must prove by a preponderance of the evidence that it was not an accident.

2. Did the Defendant modify the drone in a way that was material to its airworthiness or that caused it to violate the specific terms of the contract, for example by being over 55 lbs. Airworthiness is a subject on which you have heard expert testimony, but it means how the aircraft flies. You need only be concerned with changes that are “material,” in other words ones that would or did cause a significant difference in the drone’s flight. A slight or unimportant change is not a material change.

6. Intent

Whether an action is intentional is a matter for you to decide. A person acts intentionally when it is his or her conscious object or purpose to cause an action to occur.

We draw a distinction here between intentional actions and the unintentional results they sometimes cause. A person need not intend every consequence that stems from that action, but he or she must intend that the action have taken place as it did. For example, if an individual chops down a tree with an axe, and it falls on someone the individual did not know was there, he or she is said to have intended for the tree to fall but is not said to have intended for someone to be hurt by it falling. Similarly, in this matter, plaintiff claims that the defendant’s agent or employee, Stacey Earhart, intended to fly the drone very close to Steven Yeager. To find that the Earhart had that intent, you do not have to find that Earhart intended for Yeager to be injured.

You may have heard of other mental states, such as negligence or recklessness. This insurance contract is satisfied, and the plaintiff is required to indemnify the defendant, even if the defendant or its agents or employees acted recklessly or negligently. In fact, the defendant admits Stacey Earhart, its agent, acted negligently, which just means unreasonably. Do not concern yourself with negligence, recklessness, or other mental states. The only question before you is whether the defendant or its agents or employees acted intentionally, based on the definition I have just given you.

7. Role of Jury – Deliberations; Unanimous Verdict, Duty to consult.

That concludes my instructions explaining the law regarding the testimony and other evidence, and the allegations made. Now let me explain some things about your deliberations in the jury room, and your possible verdicts.

First, the first thing that you should do in the jury room is choose someone to be your foreperson. This person will speak for the jury here in court. He or she will also preside over your discussions. However, the views and vote of the foreperson are entitled to no greater weight than those of any other juror.

Second, I want to remind you that your verdict, whether it is liable or not liable, must be unanimous.

Third, as I have said before, your verdict must be based only on the evidence received in this case and the law I have given to you. You should not take anything I may have said or done during trial as indicating what I think of the evidence or what I think your verdict should be. What the verdict should be is the exclusive responsibility of the jury.

Fourth, now that all the evidence is in, the arguments are completed, and once I have finished these instructions, you are free to talk about the case in the jury room. In fact, it is your duty to talk with each other about the evidence, and to make every reasonable effort you can to reach unanimous agreement. Talk with each other, listen carefully, and listen respectfully to each other's views and keep an open mind as you listen to what your fellow jurors have to say. Do not hesitate to change your mind if you are convinced that other jurors are right and that your original position was wrong. But do not ever change your mind just because other jurors see things differently or just to get the case over with. In the end, your vote must be exactly that-- your own vote. It is important for you to reach unanimous agreement, but only if you can do so honestly and in good conscience. Listen carefully to what the other jurors have to say and then decide for yourself.

No one will be allowed to hear your discussions in the jury room and no record will be made of what you say. You should all feel free to speak your minds.

Fifth, once you start deliberating, do not talk about the case to the court officials, or to me, or to anyone else except each other. If you have any questions or messages, your foreperson should write them down on a piece of paper, sign them, and then give them to the court official who will give them to me. I will first talk to the lawyers about what you have asked, and I will respond as soon as I can. In the meantime, if possible, continue with your deliberations on some other subject.

One more thing about messages. Do not ever write down or tell anyone how you or anyone else voted. That should stay secret until you have finished your deliberations.

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LILIENTHAL INSURANCE INC.,	:	
	:	
Plaintiff,	:	Case No. 15-cv-1903
	:	
v.	:	
	:	
NATURAL HABITAT PRESERVE,	:	
	:	
Defendants.	:	

VERDICT FORM

To the jury:

To further clarify instructions given to you by the trial judge, you are being provided with the following verdict form. At the conclusion of your deliberations, one copy of this form should be signed by your foreperson and handed to the court clerk. This will constitute your verdict.

Question 1:

Do you find that the plaintiff, Lilienthal Insurance Inc. has shown that it was more likely than not that Natural Habitat Preserve or its employee or agent intentionally piloted the drone into an area very close to Steven Yeager?

Yes _____ No _____

Proceed to Question 2.

Question 2:

Do you find that the plaintiff, Lilienthal Insurance Inc. has shown that it was more likely than not that Natural Habitat Preserve or its employee or agent flew the drone in a manner that violated the insurance agreement, by (1) flying the drone at a weight over 55 lbs and/or (2) by modifying the drone in such a way as to materially change its airworthiness and flying it in its modified condition on September 27, 2014?

Yes _____ No _____

You have finished your deliberations. Please sign at the bottom of this form, then please return to the courtroom.

Jury Foreperson

List of Witnesses

The plaintiff and the defendant must call each of their respective witnesses. Charlie Yeager and Stacey Earhart may (but are not required to) sit at their respective counsel tables as party representatives.

For plaintiff Lilienthal Insurance Inc.:

- **Charlie Yeager:** Insurance Investigator
- **Finley Lindbergh:** Intern, Natural Habitat Preserve
- **Val Coleman:** Expert Witness

For defendant Natural Habitat Preserve:

- **Stacey Earhart:** Property Manager, Natural Habitat Preserve
- **Quincy Wright:** Board Chairperson, Natural Habitat Preserve
- **Emory Wagstaff:** Expert Witness

PRONUNCIATION GUIDE

Beryl	Ber-ill
Earhart	Air-hart
Kiowa	K-eye-oh-wah
Lilienthal	Lill-ee-en-thal
Rutan	Roo-tahn
Weir	Weer
Wisawe	Wiss-ah-wee
Yeager	Yay-ger

Statement of Charlie Yeager

1 I am Charlie Yeager, age 55, Senior Investigator for Lilienthal Insurance Company. I am
2 assigned to the Pocono region of Pennsylvania, which includes eight counties and hundreds of
3 communities, including Wisawe. After graduating from Bethel Park High School (a suburb of
4 Pittsburgh) in 1978, I completed the Pennsylvania State Police Academy in Hershey and was
5 assigned to various barracks around the state. I quickly discovered that I had a passion for
6 investigation. In many cases, the investigating officer is the only person who can make sure
7 that criminals are brought to justice. To be a good investigator, you have to be diligent, hard-
8 nosed, and dedicated to finding the truth. And you have to work fast; justice delayed is justice
9 denied.

10
11 I was with the State Police for ten years when the opportunity of a lifetime came my way. My
12 mentor was named the Chief of Police for Wisawe. Chief Armstrong knew I was an ace
13 investigator and offered me a job as Deputy Chief In-charge of Criminal Investigations. I
14 assumed my watch for Wisawe on Monday, October 2, 1989. I served as Deputy Chief of
15 Police for approximately 21 years, until I “retired” in 2010.

16
17 I say retired – which is what they called it – because I was railroaded by a new, young district
18 attorney who had run for election on a platform of rooting out bad cops on the force. This new
19 DA alleged I had a “get the truth at all cost” attitude. I was accused of placing evidence at a
20 meth lab. There was clearly no evidence against my department, because our force was clean.
21 But I guess she had to find something to fulfill her promise, because she kept up the
22 accusations that I had falsified evidence. After almost a year of fighting, I agreed to retire if she
23 agreed to drop the allegations against me. She claimed victory, but we both know the truth of
24 her charade.

25
26 Chief Armstrong helped me secure a position with Lilienthal Insurance. I really like working for
27 Lilienthal – it’s not bringing criminals to justice, but there are less politics involved. As a Senior
28 Investigator, my job is to make certain that insurance claims are valid before they are paid. I am
29 also sent out when an application comes in for a new insurance or to change a current policy.
30 There are a lot of dishonest people in this world, and my job is to keep them honest. I always
31 say, just tell the truth and you will be fine – it’s a shame more people do not have such a sense
32 of honor. I work hard, and I work fast. I am the only investigator in the Pocono region.

33
34 In February 2014, I was sent to the Natural Habitat Preserve to determine whether Lilienthal
35 Insurance should issue a rider to the Preserve’s existing general liability policy to cover the use
36 of a drone. Before going out, I did some research. The Preserve is located a couple of miles
37 north by northeast of the town of Wisawe. It is a 3,500 acre parcel of land donated in 1957 by
38 Beryl Markham. There has been a deal in place – since pretty much the beginning – to permit a
39 local club access to the grounds to hunt foxes on the grounds. Frankly, from what I can tell, the
40 Preserve has existed without incident until Stacey Earhart came along. Her/His intentional
41 actions are really the heart of this entire issue.

42
43 I was very skeptical of whether Lilienthal Insurance should be issuing insurance on drones.
44 How many news stories do you see of people almost getting attacked by them? And what
45 about privacy? Drones are nothing more than winged weapons that the average citizen should
46 not have.

47
48 When I got to the Preserve in 2014, I was determined to ask as many questions as necessary to
49 get the answer I needed – the answers I knew existed. I had an obligation to determine exactly

50 why the Preserve needed a drone and what they were going to use it for. My job was to take
51 those answers and report back so that the underwriters could determine whether this was a risk,
52 as an insurance company, we should take. After meeting with the Preserve, I was not
53 convinced.

54
55 Stacey Earhart, the Preserve's manager, met with me on February 10, 2014, to try and explain
56 why the Preserve needed such a large, sophisticated drone. Earhart claimed that the drone
57 was for educational purposes –tracking changes to sectioned off parts of the Preserve. S/He
58 had some crazy idea about removing all non-native species in a specific section of the Preserve
59 and returning the land to its natural habitat. I still fail to see how this drone would help the
60 Preserve track plants on the ground. I questioned Earhart on her/his real motives – I felt the
61 drone had absolutely no educational purposes. I suspected at the time that Earhart and the
62 Preserve staff really wanted to use the drone for more nefarious reasons like spying, or
63 screwing around. I didn't even think the plan was possible. Seemed like a bunch of hogwash
64 really. There is no way to eliminate all foreign animals and plants from land that large. All it
65 takes is one squirrel with a seed stuck to its fur to make the Preserve's plan unravel.

66
67 Instead of answering my questions – Earhart began to question me! That is normally what
68 people caught in a lie do – they try to change the focus. Yes, I admitted to her/him that Steve
69 Yeager is my cousin's kid, my uncle Thad's grandson. But I told her/him that this would not
70 influence my opinion or the questions I had to ask. I had a job: get the necessary information so
71 that Lilienthal Insurance could decide to write the rider or not. That was my only concern – not
72 some private feud s/he had with some distant members of my family.

73
74 But yeah, I mean, duh, I was aware of the feud. It all started on March 23, 2013, when Steven
75 and one of the other members of the Wisawe Hunt Club chased a fox into one of the restricted
76 areas Earhart set up. Earhart saw them and confronted them. From there, things spiraled out
77 of control; two days later, Earhart sent a nasty letter to all supporters of the Preserve accusing
78 the Hunt Club of god knows what. All I know is the letter made national news and muddied the
79 good Yeager name. Steven's father Roger sent an apology letter for his son's conduct. Roger
80 assured the Preserve that the Hunt Club shared in its mission. Sometimes you have to eat crow
81 for the greater good – I know that all too well. I also know that the Preserve's fire tower was
82 vandalized, but it was never conclusively established that Steven did it. Heck, I would not be
83 surprised if Earhart did it just to get publicity! Look, there are clearly members of my family that
84 think Earhart's overzealous activities at the Preserve are in conflict with the Preserves original
85 and historical uses. Those opinions, however, would never influence my ability to do my job.
86 And anyway – is Earhart or the Preserve really afraid of a 17-year-old? If anything, this
87 supposed beef between the Club and the Preserve only serves to cement my opinion that
88 Earhart intentionally hurt Stevey.

89
90 I digress. Throughout our meeting on February 10, 2014, Earhart continued to argue that the
91 Board approved the purchase of the drone for educational purposes. S/he showed me the
92 Board minutes where their approval was contingent on her/him obtaining a license from the
93 FAA, as well as the appropriate insurance. Moreover, the Board mandated that s/he only use
94 the drone in off-peak hours to avoid disturbing the use of the land by the public. I was not
95 convinced. The drone was a toy for a spoiled person who let a bit of internet fame go to her/his
96 head. Notwithstanding my reservations, I took the facts back to Lilienthal Insurance as fully and
97 truthfully as possible. Against my recommendation, Lilienthal Insurance decided to write the
98 rider for the drone to the Preserve's general liability policy on February 24, 2014.

99

100 It is important to understand what a rider is. A rider is a provision of an insurance policy that is
101 purchased separately from the basic policy. A rider provides additional benefits, of course at an
102 additional cost. Standard policies usually leave little room for modification or customization,
103 beyond choosing deductibles and coverage amounts. Riders help policyholders create
104 insurance products that meet their specific needs.
105

106 The drone rider added to the Preserve's policy came with some very strict requirements.
107 Specifically, the rider restricted what types of modifications were permitted to the drone, when it
108 could be used, and the location and proximity of flight to any person. The rider also required any
109 Preserve employee using it to obtain an FAA license. I know that Earhart obtained an FAA
110 license for educational and nonprofit use around February 28, 2014. I understand that the Court
111 has determined that only a modification which changes the airworthiness of the drone is
112 material, but Earhart is an environmentalist not an engineer. To think s/he could safely do any
113 modifications is a lark. No material modifications were allowed, and the rider did not define the
114 term "material." So in my book, no modifications at all should have been allowed! For sure,
115 though, the bit about the permissible modifications could have been better stated.
116

117 My fears about issuing this rider quickly came to realization. On October 7, 2014, I was once
118 again sent to the Preserve – this time to investigate an insurance claim. Even before I began
119 the investigation, I knew Earhart had violated the rider's restrictions, because just over a month
120 after the rider was issued, Earhart had already started to ignore the rider's restrictions.
121

122 On March 22, 2014, Earhart was using the drone while a fox hunt was going on. Yes – the
123 Preserve's staff kept the drone to the restricted areas and yes, the members of the Hunt Club
124 were not the general public – but for the first time, it was clear why this drone was "necessary" –
125 Earhart wanted it to negatively affect the fox hunts. And, really, the fact that any people were
126 near the flight path of the drone completely runs contrary to the spirit of the insurance rider. This
127 clear violation and malicious intent Stevey reported, and my boss showed me the letter and
128 asked for my opinion. I told them to cancel the insurance policy right away. But from what I
129 understand, my boss decided to raise it with the Preserve's Board of Directors instead. The
130 important thing is that the Preserve clearly had an employee who was already confronting
131 people on the property with the drone. Flying the drone anywhere near people is an intentional
132 act and cannot and should not be considered a matter of mere negligence.
133

134 Through my investigation of the insurance claim, I also learned that Earhart had violated the
135 terms of the rider. Earhart admitted to me that s/he used a 3D printer to manufacture some
136 plastic fins. I have no idea what s/he thought these fins were going to do, but there did not
137 appear to be any real benefits to the drone and to me this was definitely a material change to
138 the structure of the craft. Earhart suggests that these fins made the drone safer and easier to
139 control and something about creating a noise that would keep critters from getting too close to
140 its path when in flight. When I downloaded the web history from Earhart's computer there was
141 tons of proof s/he was researching how to add the dog whistles to the craft. These fins were
142 nowhere near a safety precaution as the Preserve would lead you to believe. I am convinced
143 they were weapons to be used against the Hunt Club. Oh, and s/he put a camera on that looked
144 way heavier than the manufacturer's one.
145

146 Through my investigation, I learned the Hunt was at the preserve on June 15, 2014. I am told
147 Earhart again confronted Steven publically, and Earhart threatened to have him arrested for
148 trespass and banned from the property. My godson's actions may have been inappropriate –
149 and maybe even intentional – I've known Steven since the day he was born, and he can have a
150 temper. With that said, he is 17 years old and Earhart is an adult. Earhart wanted the Hunt Club

151 out and wanted to make an object lesson of Steven. As the Preserve's manager, Earhart knew
152 when all of the hunts were scheduled. S/he also knew that her actions were the actions of the
153 Preserve. That is why the events of September 28, 2014, were even more appalling. Earhart's
154 intern, Finley Lindbergh, told me during my investigation that Earhart had instructed her/him that
155 they needed to have the drone ready just in case the hunt went into restricted areas. But from
156 my interview of Lindbergh, it was evident that the Preserve's manager was intent on making
157 sure s/he scared any animals away to stop the hunts and catch the Club violating the terms of
158 their Memorandum of Understanding with the Preserve. S/he was focused on using the souped
159 up drone as a way to eradicate fox hunting, not as a tool to map the Preserve.

160
161 From my investigation, I have concluded with a very high degree of probability that the following
162 occurred on September 28, 2014. Steven again led his hounds toward one of the restricted
163 areas with some level of intent. The tracks of the horses and hounds made it clear that Steven
164 was targeting a recently replanted meadow. Based on my interview of Lindbergh – who is the
165 only eyewitness able to testify to Earhart's actions, Earhart was positive this was her/his
166 moment to get evidence that Steven was trespassing and get the hunts banned from the
167 Preserve. Earhart, of course, denies that that was her/his motivation – s/he claims to have
168 wanted to get pictures to show the harm non-native animals could cause to a regeneration area.
169 From the video I retrieved, I was able to determine that Earhart made a first pass with the drone.
170 In my opinion, it appears this first effort should have resulted in enough pictures being secured
171 for Earhart to establish that the hunt was causing harm to non-native animals. Instead of
172 stopping, Earhart pressed on and in complete disregard for safety and injury, increased the
173 speed of the drone and went after Steven. During her/his pursuit, s/he got the drone way too
174 close to Steven's horse. This resulted in the horse getting spooked and violently throwing
175 Steven from his mount. Unfortunately, there is no recorded video available of the second pass
176 due to the damage the drone sustained upon impact.

177
178 Regardless, Earhart is lying. The proof is not in what s/he says, but her/his actions. Between
179 the computer records, the statements made to Lindbergh, and the video of the first pass, all the
180 evidence you need is there. I also inspected the drone wreckage. This is how I saw the
181 modifications – although to an untrained eye, it just looked like a pile of garbage. But I noticed a
182 lot of items that were not on the drone when I came to discuss the rider in the first place. I
183 should have taken some pictures of the wreck. But, it was rather cold and rainy that day and
184 rather late in the evening.

185
186 Ultimately, as the insurance investigator, I concluded that this was an intentional act – both in
187 terms of the material modification and Earhart's actions on the day of the accident. His/Her
188 constant railroading of Steven, his/her vendetta against him, finally resulted in him being
189 seriously and permanently injured. Look, I understand that everyone hates insurance
190 companies, and that people think we're just out to hose our insureds. And maybe that is true in
191 some companies. But not Lilienthal. I'm proud to say that we have honored our policies for
192 decades, even when it meant that the company ran at a loss for a year or senior executives took
193 pay cuts. No insurer in the world wants to cover intentional acts, and no insurer would cover a
194 vehicle that had been changed from the day the insurance was issued. Insurance is just a
195 contract, and contracts bind both sides. If NHP wanted to scare off Steven Yeager, or if they
196 wanted to change their drone around, that's fine, but that's on them. That wasn't the deal that
197 Lilienthal made.

Charlie Yeager

Signature

Statement of Finley Lindbergh

1 My name is Finley Lindbergh and I'm eighteen years old, and I'm a proud graduate of Wisawe
2 High School. I have two passions: caring for the planet and running. I was forced off the Wisawe
3 cross country team when I was a sophomore by accusations that I took performance enhancing
4 drugs. I decided it was a better use of my time to honor my commitment to the planet we all
5 share than to bother defending myself. After I left the team, I was able to expand my activities
6 with Friends of Bog Turtles and started interning for the Natural Habitat Preserve. This fall, I'm
7 going to be studying environmental science at Millersville University. Everything has gotten so
8 confusing since September 2014, but I repeat my personal mantra: No one, and no opportunity,
9 is worth turning my back on my obligation to protecting our Earth.

10
11 It's almost impossible to explain the incredible beauty and serenity of the Preserve if you've
12 never been there, but I'll try. Imagine: you are standing in the midst of 3500 acres of
13 breathtaking flora and fauna. The majestic outline of the Pocono Mountains catches your gaze,
14 and you stop to inhale the delicious scent of grass and earth.

15
16 Of course not everyone appreciates places like the Preserve as much as I do. One of those
17 people is Steven Yeager. Steven's always telling anyone who will listen that his ancestors
18 founded the Wisawe fox hunting club in 1875, and a Yeager has been president of the club
19 every generation since then. There are very few places in Wisawe that have an abundant fox
20 population – the Preserve is one of them. Unfortunately, because some ancient Yeager gave a
21 lot of money to the Preserve, the Hunt Club is allowed to trample everything in their path in their
22 murderous pursuit of innocent foxes. People like Steven couldn't care less about the seven
23 species of native moss that grow on the land and never so much as pause to hear the call of
24 blue-billed woodpecker. All any of them care about is getting another head to put on the mantle.

25
26 The hunt club is only allowed to use the land for fox hunting twice a year, and for training of the
27 horses and hounds once a month. Also, the manager of the Preserve can designate a certain
28 area or areas off-limits for conservation purposes, and the hunt club is required to stay off those
29 areas or they could lose the right to hunt at the Preserve. This is the part that always sort of kept
30 them in line. I was extremely interested into the supposed symbiotic relationship between the
31 Club and the Preserve because one day I want to do the job that Stacey Earhart does.

32
33 When I started working at the Preserve, Stacey had just started to implement her/his plan to
34 restore all native flora and fauna back to the Preserve. Basically, Stacey broke down the
35 Preserve into seven 500-acre segments that we would work on one by one. Restoration takes a
36 long time, and according to Stacey's plan, each area would have to be closed off to the public
37 for two years at a time.

38
39 But the people in the fox club don't like being told what to do. On September 28, 2013, the date
40 of the fall equinox, the hunt club came to the Preserve for their bi-annual hunt day. The night
41 before, Stacey and I had made sure to block off all trails going through the restricted section
42 with construction tape. That morning, Stacey and I greeted the club and explained that they
43 were to avoid riding into the restricted area of land. Steven didn't look happy, but he and the rest
44 of the club agreed and began to set up their murderous extravaganza on some land on the
45 opposite end of the Preserve.

46
47 Stacey and I passed a few peaceful hours by the stream that goes through the center of the
48 Preserve, talking about the plans for restoration. S/He started talking about getting a drone to

49 help monitor the restoration process. S/He also mentioned that the drone “could be like a high
50 tech border patrol,” but I think s/he realized how that sounded, and s/he quickly added that that
51 was just an extra benefit and the not the primary purpose. I’m all for innovative approaches to
52 sustainability, but I always tuned out when Stacey started talking about drones. Call me old
53 fashioned, but the idea of tasking an enormous whirring metallic monster with protecting the
54 land never sat right with me. Anyway, I had heard just about all I could handle of Stacey’s drone
55 talk, so I told her/him I wanted to check on the butterfly weeds we had just planted in the
56 restricted section. I was making my way over to admire a particularly glorious red maple when I
57 saw someone close, heading straight toward the entrance to the path that was blocked off with
58 construction tape. I quickly realized it was Steven. I ran towards him, yelling that he had to stay
59 away from that area. Steven got really angry then and told me his family had hunted this land for
60 generations, and he could go wherever he pleased. Luckily, after his tantrum, he backed down.
61 I’m a pacifist, but Steven made me so angry in that moment that I don’t know what I would have
62 done.

63
64 I planned to tell Stacey about seeing Steven by the restricted area, but the next day we both got
65 distracted by the glorious emergence of some butterfly weed sprouts we had planted earlier in
66 the month, and it slipped my mind. I eventually mentioned it, but because some time had
67 passed, I don’t think Stacey took me seriously. That said, about two weeks later on November
68 12th, I was sitting in the back of biology class, wistfully gazing at the Norway spruce just outside
69 the window, when I overheard Steven in the row in front of me muttering something about
70 getting back at Stacey and the Preserve for telling his family what to do. Most of it was
71 mumbled, but I definitely heard Steven say that “I’ll show her/him who s/he is messing with.” I
72 didn’t think much of it, but when the bell rang and everyone got up to leave, a crumpled piece of
73 paper fell out of Steven’s backpack. It had some scribbled notes that were hard to make out and
74 a drawing of what looked like the fire tower at the Preserve with a fox and a big x over it. I went
75 straight to the Preserve after school and showed Stacey the note. But Stacey just laughed and
76 went right on researching drones on her/his computer. S/He was rather passive aggressive at
77 times. But when it came to any Yeager, Stacey was always interested even if s/he pretended
78 not to be.

79
80 When I got to the Preserve on December 30, I knew something was wrong. Stacey and I were
81 meeting at the edge of the restricted section to plant the last of the Pitch Pines, but Stacey was
82 nowhere to be seen, and a sapling was laying haphazardly on its side next to a hole – as though
83 Stacey had left in a hurry. I heard a shout, and headed toward it. When I had covered the short
84 distance to the fire tower, I saw Stacey kneeling on the ground in front of the tower, pounding
85 the ground with her/his fists. Someone had spray painted an enormous fox with an x over it on
86 the wall of the fire tower, along with the words “the fox is never safe from the hound.” When s/he
87 looked up, the sheer rage in her/his eyes made me hold my tongue. Then Stacey looked me in
88 the eye and said that the Hunt Club would “pay” for this. I was glad Stacey finally realized
89 Steven was trouble, but s/he was also scaring me a little. I went to get paint thinner.

90
91 The next day, I found Stacey planting the Pitch Pines and humming like nothing had happened.
92 I hesitantly asked her/him if everything was okay and s/he smiled at me and said not to worry,
93 and that the Preserve had friends looking out for it, including, if everything went according to
94 plan, a little metal friend who would make sure nothing bad happened. I had no idea what
95 Stacey was talking about until a few weeks later, when I found Stacey sitting in the fire tower,
96 tinkering with what looked like a midsized robot. When Stacey finally looked up, s/he proudly
97 announced that I was looking at the Preserve’s state of the art surveillance drone. Stacey
98 explained that the drone had a camera, and would allow us to keep track of the restoration
99 process. I had to admit that sounded pretty useful.

100
101 As our late-February planting got well underway, I tried to think about the drone as little as
102 possible. Unfortunately, Stacey was completely obsessed with it, and would send it flying
103 around the preserve at insane speeds while s/he watched from the fire tower. And when Stacey
104 wasn't flying the drone, s/he was talking incessantly about it and all the cool tweaks s/he had
105 planned to improve its performance, like a new camera and some stuff to give it better control or
106 whatever, like the Preserve was some Kubrick sound stage.

107
108 On March 22, 2014 the hunt club arrived for their spring fox hunt. Earlier that day, Stacey told
109 me that s/he was going to use the drone to take some pictures of the Pitch Pine saplings. I knew
110 from Stacey's many lectures on the rules and regulations governing drone flight that there were
111 a bunch of restrictions on using the drone in the presence of other people and brought this up
112 with Stacey. S/He said that s/he was just going to use it in the restricted section because s/he
113 really wanted to get pictures of the saplings, and the hunt club wasn't allowed to go over there
114 anyway. I didn't see the point as we had gotten some great shots just the day before.

115
116 Sometimes Stacey liked to have me in the fire tower when s/he was controlling the drone, since
117 I had started some independent planting projects in the restricted area and could direct her/him
118 to important areas of restoration. On the afternoon of the Spring hunt, I was absentmindedly
119 telling Stacey to move the drone a little to the left to capture some of the newer saplings when
120 something that looked like a hound appeared in the very rear of the drone's line of sight. Stacey
121 suggested we go down to the restricted section and see what was going on. We almost collided
122 with Steven Yeager and the rest of the Hunt Club, riding away from the direction of the restricted
123 section! Steven was shouting about how something had scared the hounds and the hunt was
124 ruined. I looked at Stacey, expecting her/him to be angry at Steven's rudeness, but s/he just
125 said something about the pleasant side effect of using the drone during the hunt. I know that
126 Stacey got some heat from using the drone that day, but I was more worried about the drone
127 doing strange things to Stacey. I was bit tired of how this manmade object was influencing my
128 mentor, who had been a solidier for nature.

129
130 There wasn't any more drone drama until June 15, 2014. Steven and I had just graduated
131 Wisawe High, and the hunt club decided to throw a training session and picnic in honor of
132 Steven's graduation. The hunt club conveniently forgot to notify Stacey or me that they would be
133 on the preserve that day, but I'd heard Steven go on about it at school and knew it was
134 happening. The morning of the 15th, Stacey and I immediately went to the fire tower and sent
135 the drone flying into the restricted area. Neither of us trusted the Hunt Club anymore.

136
137 Sure enough, using the drone we saw Steven Yeager, on his horse, lead a pack of hounds right
138 past the construction tape marking off the restricted section! We raced over, but by the time we
139 arrived, the hounds had completely destroyed the rows of native grasses Stacey and I had
140 spent hours planting, weeding and maintaining. Steven was in the middle of the wreckage.
141 Stacey walked right up to Steven and screamed at him to get off the preserve and never come
142 back. Steven said that he would continue to hunt on the preserve just like his father had done
143 and his kids would after him regardless of what some environmental nut said. As he was
144 leaving, Stacey yelled back that s/he would personally ensure Steven was arrested if he ever
145 trespassed again. The row was so bad that the Chairperson from the Preserve had to get
146 involved.

147
148 Over the next few weeks, I replanted all the native grasses myself, while Stacey stayed shut up
149 in the fire tower tinkering with her/his drone. One day in early September, Stacey invited me to
150 her/his office so I could be there while s/he was getting interviewed by the Journal of American

151 Forestry. It was a proud moment for Stacey and the Preserve. Stacey was great at selling our
152 mission, and I was really impressed at how the interview went. Some of Stacey's answers were
153 a bit surprising. S/He actually seemed to be warming to the idea of sharing the land with the
154 Hunt Club. It was at this time that I noticed an application for the Hunt Club on Stacey's desk,
155 and it was completed. This sent me for a loop. How could someone who hated the killing of
156 even an insect as long as it was native to the land support the destruction of one our most
157 beloved native animals? When I asked Stacey, s/he said simply, "Finley, have you heard the old
158 cliché, 'Keep your friends close, and your enemies closer.'"

159
160 On September 27, 2014 the hunt club came to the Preserve for the fall fox hunt. Stacey and I
161 made sure to get in the fire tower early. I was nervous, but Stacey seemed completely calm and
162 told me not to worry. Yet again, Steven Yeager started galloping straight towards the restricted
163 section with a pack of hounds. I yelled to Stacey we should run over and stop Steven, but
164 Stacey ignored me and prepared the drone for launch. I knew what Stacey was doing – s/he
165 wanted clear evidence that the MOU was being violated and wanted to kick the Club off the land
166 once and for all. No, s/he did not say as much, but her/his actions told me what s/he was
167 thinking as soon as the drone took off, and s/he had a determined look in her eye.

168
169 For a few moments, Stacey was maneuvering the drone wildly, trying to get a clear picture of
170 Steven through the red maples, but it wasn't working. The drone has the new camera on it, and
171 it looked like it always did that summer. Finally, Steven came back into view and I sighed with
172 relief. I was getting nervous, especially because from the monitor it seemed like the drone was
173 getting really close to Steven, which I know is against one of those rules Stacey was always
174 talking about. I told Stacey that we had plenty of evidence on Steven trespassing now, and that
175 we should go over to the restricted section and confront him. Stacey didn't seem to hear me.
176 Suddenly, Stacey pushed the controller all the way to the right, making it head straight toward
177 Steven and his hounds. Then her/his eyes went wide for a second, and her/his fingers started
178 flying around the control pad. I don't know what s/he was doing – I'm not a pilot – but the drone
179 blazed through the trees, the dogs scattered every which way, and Steven's horse reared up in
180 fright. Then the monitor went black.

181
182 Stacey and I jumped up and ran out of the fire tower. The whole time we were running to the
183 restricted section, Stacey kept saying s/he lost control of the drone and it was all an accident. I
184 saw her/his face when s/he was at that controller though. There was nothing accidental about it.
185 Stacey took things with the Hunt Club way too far. I may be an environmentalist, but a crime
186 against humanity still trumps a few ruined pawpaw trees!

Finley Lindbergh

Signature

Statement of Val Coleman

1 My name is Val Coleman, and I have the coolest job on earth: I investigate plane crashes. I
2 know that may seem a bit morbid, and I guess it is, but if you liked jigsaw puzzles or Legos as a
3 kid, you'll get it. Sure, putting together 5000 cardboard pieces or assembling a Star Destroyer
4 might be a challenge, but imagine pulling up on some mountain or some field somewhere and
5 trying to assemble a puzzle that has tens of thousands of pieces, and then trying to figure out
6 what pulled it apart? I get to do that.

7
8 I wasn't always going to be a crash investigator; I mean, who thinks that growing up? Not me,
9 and not in the farms in Grissom, Oklahoma, that's for sure. But even in Grissom, we knew
10 about astronauts, heroes flying through space and time. That's what I wanted to be. I have the
11 greatest job *on earth*, remember? I made it pretty far in the program, too, from Oklahoma State
12 (go Cowboys!) to Cal Tech for grad school, then into the Mission Specialist program,
13 researching possible orbit vectors and designing rescue scenarios for near-earth collisions with
14 space junk. I might have even gotten Up there, if Congress hadn't canned the shuttle program.
15 Instead, there I was, fifteen years of government service in the books, a fully trained, tip top
16 Right Stuff candidate for a program that no longer existed. Then Andy Weir – a buddy from
17 NASA – called me and told me about a slot open at the National Transportation Safety Board
18 (NTSB), the group that investigates airplane crashes, train derailments, and stuff like that. I
19 interviewed with NTSB on a lark, and it turns out that modeling possible shuttle damage from
20 collisions with space junk is basically the same kind of failure analysis they needed.

21
22 I was with NTSB for a dozen years, and I remember them fondly. I investigated all kinds of
23 incidents, from near-misses to crashes, sometimes on the scene but most often from my office.
24 Virtually everything I worked on involved fixed-wing aircraft, which is just a fancy way of saying
25 airplanes, although I once did a helicopter case. You're probably thinking I did a bunch of
26 airliner cases, but that's not right. In America, commercial airline crashes are almost unheard
27 of; we have great safety protocols and some of the best pilots on earth. Small plane crashes
28 are, unfortunately, much more common. The pilots often aren't as experienced, and they will
29 take risks that the Federal Aviation Administration (FAA)'s air traffic controllers would never
30 allow a commercial aircraft to take. Anyway, after 25+ years in the government, my kids were
31 heading off to college, and it wasn't easy to help them with that on Uncle Sam's salary. So I left
32 and founded Shepard, Weir, & Coleman with colleagues from NTSB and NASA. We consult in
33 all aspects of aerospace design, patenting, and construction, and we have a small but growing
34 accident reconstruction business. Most aerospace companies have their own, established
35 production model and staff; we have had to work hard to find a space. Fortunately for us, the
36 growth of unmanned aerial systems has created a space in the industry for smaller companies
37 to innovate, and we consult with them. We also lobby for stricter rules about drones, keeping
38 the best manufacturers in business. We have also worked with one or two insurance companies
39 before, and it's a growth area for our business. I consulted on the case that the Yeager family
40 brought against NHP, and now I have been formally retained by Lilienthal Insurance. By the
41 time this trial is done, my work on this matter will have brought about \$17,000 into the firm.

42
43 I was delighted to receive the call from Lilienthal in late September, 2014, but at first I didn't
44 even understand what they wanted. It sounded like a horse accident, not a plane crash! But
45 then, as I got deeper into things, I began to understand it: the drone was the key. Andy Weir
46 and Ellen Shepherd are our team members with the greatest experience with drones, but they
47 were overloaded on design work, and since it was a crash and I wasn't nearly that busy, we
48 decided I would take it on. As I headed out to Wisawe – cute little town! – I reviewed all the
49 FAA guidance on drones, then looked through several of our company's design files to refresh

50 myself regarding the aeronautic principles. I called Andy and Ellen from the hotel to review
51 what I had learned, and I have consulted with them extensively in the weeks and months since,
52 to make certain that our office's best drone people are in full agreement with me. They are.

53
54 So here are the basics. The FAA runs America's skies, whether you're flying a commercial
55 airliner, a news chopper, the Goodyear blimp, or – now – an unmanned aerial system (UAS).
56 The FAA has not published formal, binding rules for UAS use, but there are certain principles
57 that are reasonably well established, both by FAA's temporary and proposed rules and by the
58 non-governmental organizations that deal with UAS's, like the Unmanned Aerial Vehicle Systems
59 Association. First, UAS aircraft, or "drones," as the public commonly calls them, must be less
60 than 55 lbs, cannot fly more than 100 miles per hour, and cannot fly more than 500 feet above
61 ground level without permission. (They cannot fly more than 18,000 feet above ground level,
62 period.) Each drone must be operated by a single operator at a time, and each operator may
63 only operate one drone at a time.

64
65 Second, drones can only fly during the day, and there must be a minimum weather visibility of 3
66 miles from the location of the control station. And, of course, you can't fly the drones over the
67 public, or even individuals other than yourself, and they can't fly in restricted airspace around
68 sports stadiums, military bases, or airports. Third, UAS operators have to keep drones in sight.
69 Drones can have mounted cameras, but the operator cannot fly them exclusively using those.
70 Most UAS operators work with a spotter to help keep track of the drone. UAS operators don't
71 have to have pilot's licenses – although in my view, they should! – but they have to pass a
72 knowledge test and obtain an operator's certificate.

73
74 Now's where it gets a bit tricky, because you can't just throw a propeller on a 2x4 and send it
75 into the air. All drones are required to receive some kind of checking out. Right now, that
76 means that they have to have an "airworthiness certification." That rule may change, but it was
77 in the contract here regardless. Airworthiness is the ability of a craft to stay in the air, i.e. to fly
78 without crashing. Most operators use commercially-built, mass market drones, and those all
79 have certificates obtained by the manufacturer from the FAA.

80
81 The problem is that the same people who love drones also love to tinker with them. In fact, lots
82 of people get drones in kits for just that reason! And a lot of educational or artistic use operators
83 want their aircraft to *do* something, like take video or photos or to survey areas they cannot
84 easily reach. Most drones don't come with cameras; those are sold after-market by other
85 manufacturers. That isn't a problem in and of itself, but drones are not all built the same way,
86 and sometimes it's not as simple as snapping on a camera and launching. Each camera or
87 decoration or device weighs a slightly different amount, is shaped a little differently, and so on.
88 Those small changes can really affect flight performance. Think of putting your hand out the
89 window of a car going 30 mph versus one doing 65, or how just *slightly* changing the shape of
90 your hand causes it to shoot up or down, pull back or push forward. Experienced pilots can
91 crash a plane from an unexpected thermal current or an ill-placed gust of wind – and I have
92 investigated crashes like that – then think how challenging it can be to control a drone with a
93 performance you expect to be the same, but isn't in a subtle way. That's why even though a
94 mass market drone starts with an airworthiness certification, if you make a material change –
95 one that *might* change the way the drone flies – you have to get a new cert.

96
97 Well, material changes are just what happened in this case. The drone itself weighed 40 lbs
98 when bought, and the camera set-up that it came with was a little under 7 lbs. The camera set
99 up purchased by NHP was much more sophisticated, and it weighed a hair over 10 lbs. Yes,
100 NHP bought advanced rotors for the turbines, enough to carry the increased load, but that might

101 also have increased the overall weight by a pound or two, depending on which manufacturer
102 they used. Add on the NHP identification and the bracket it put on the drone for the new
103 camera gear, and it's entirely possible that the drone's weight at take-off was over 55 lbs. That
104 would automatically render it illegal under the FAA rules.

105
106 We'll never know for sure, of course, because of the crash. The folks investigating the crash –
107 me, NHP employees, the insurance rep, and the local cops – located a little over 45 lbs worth of
108 debris. At the NTSB, we were taught that we were lucky to recover 80% of any aircraft, even
109 with the best possible search. Of course, that rule of thumb can depend on a lot of factors, and
110 the NTSB usually deals with crashes that are at higher speed than this one, creating a larger
111 dispersal area and thus more lost material. In a lower-speed crash like this one, you would
112 normally expect to find more of the material. However, the area where the drone went down
113 is overgrown, and finding parts out there was nearly impossible. Honestly, we're lucky we got
114 what we did, which included at least pieces of everything we know was on the craft. If you
115 follow the 80% rule, and it's a reasonable estimate, in my opinion, then that drone weighed
116 about 56 or 57 lbs when it took off, meaning there was other stuff on it. My job would have been
117 a bit easier if that so-called investigator from the insurance company had actually taken photos
118 of the wreckage when s/he had the chance. By time I got there, there was really no way to tell
119 what was original or a modification on the material we collected. When the NTSB investigates, it
120 takes weeks or months, even under the hottest media scrutiny, but we get the answer right.
121 Proper crash investigation takes a slow, methodical approach.

122
123 That said, really all we have is NHP's say-so about what was on the drone. We found several
124 additional holes in the frame that were not factory-standard, which indicates that NHP was
125 modifying the drone in some way. The frame was too badly destroyed in the crash to tell if
126 anything was in them at the time, but if something was, that could have seriously impacted
127 weight and/or airworthiness. You can believe Stacey Earhart that no material modifications
128 were present on the drone that day – I guess – but it's pretty unusual in my experience for
129 tinkerers to stop tinkering with the craft, and usually modifications affect the way the craft
130 operates – it would be nearly impossible to think otherwise. Again, this drone stuff is highly
131 addictive and there is a competition among the masses of hobbyist to out-do each other and
132 advance the technology in some small way, even if it means violating FAA rules or insurance
133 provisions.

134
135 Oh! And if the modification was this "whistling thing" that people are mentioning, that would be
136 a serious problem. Whistles rely on air flow – that's why you blow in yours at home – and
137 "changing the air flow" is another way of saying "changing the aerodynamics," the way the craft
138 actually flies. First, inexpert amateurs should not be making aerodynamic modifications.
139 Second, any flight where those fins were present would definitely need a new airworthiness
140 certification to demonstrate that the aerodynamic changes were not going to affect the drone's
141 controls. Third, even if the whistle-fins did exactly what they were designed and printed to do –
142 and some amateur work is really good – the performance isn't the same at every speed and in
143 every condition. This was a roto-drone, and messing with air flow has a host of issues around it.
144 What might work great going forward might not in a turn, or you could create an unexpected
145 stall. It's a messy process, and although a quad-copter is usually very stable, small changes
146 can have big impacts. That is doubly true in the wind; if you haven't tested something at above,
147 say, 10 mph of wind, unless you have done sophisticated simulations on specialized software
148 (as we do at SWC), you have literally no idea what that aircraft is going to do. That's why that
149 kind of modeling and testing is a way to satisfy the airworthiness certification process.

150

151 Ultimately, I conclude that it is much more likely than not that NHP was violating one or more of
152 the rules of its contract with Lilienthal. In my opinion, there were likely several independent
153 violations, and any one of them would have voided Lilienthal's deal with NHP. First, in my view,
154 based on my experience with NTSB and on common sense, it is more likely than not that the
155 drone weighed more than 55 lbs at take-off on September 27, 2014. That's a violation of FAA
156 rules, and it renders the flight illegal. Full stop.

157
158 Also, in my view, it's more likely than not that some modifications had been made to the drone
159 that required an airworthiness recertification. The police report said that one eyewitness heard
160 a whistling sound as the drone approached. That might well have been from the fins that
161 Earhart admits to making and using on at least one occasion, although in fairness, a quadcopter
162 drone moving that speed creates a whistle anyway. I ran some preliminary calculations on
163 paper before I flew home, and I think they could have caused a serious aerodynamic change,
164 definitely enough to trigger the requirement to have a new certificate of airworthiness. Our lab
165 computers are working overtime already on our design projects, or I would have run a full model
166 there. I wish I hadn't lost the bag with those notes, but I'm sure that my math was right, and
167 anyway, in my view, a change intentionally made to change performance in the air is always
168 material. Without any clear guidance from the FAA as to what material means, putting safety
169 first is common sense.

170
171 And if it was not those fins, which sound a lot like stabilizers to me, it could have been anything
172 else that was on that drone at the time. We found mounting holes that could have held a wide
173 variety of things, and those could have significantly affected the flight performance of the
174 quadcopter. NHP put those holes in the drone for a reason, and on an important day in NHP's
175 work, I seriously doubt that they would have flown without whatever they drilled those to hold.

176
177 Lilienthal says that I have to disclose a current criminal matter against me. I am appealing my
178 conviction for violating Title 18 U.S. Code, Section 207, which forbids former government
179 employees from working on matters they handled at the government. , I am also appealing my
180 conviction for lying to investigators about that. Like all former federal employees, I am forbidden
181 from working in the private sector on work I did for the government. While I was still at NTSB,
182 some of my friends at NASA asked me to look over some models they were doing. I did the
183 work at home, but on my government laptop. Later, after I left the government, I worked on the
184 same models for a private company. But when I told the FBI I didn't work on that project at the
185 government, it was the truth: I was never assigned to it, and it was never part of my job
186 responsibilities. So I didn't, in fact, work in the private sector on something I did *at the*
187 *government*. Nor did I lie about it. I did it on my own time, in my living room, and didn't get paid
188 for it. I had permission to use my work laptop for limited personal use, and I did so. My lawyers
189 and I are confident we will win on appeal.

190
191 I've read the witness statements, and I have read the exhibits. I don't put much stock in
192 eyewitnesses, and I can't say much about whether Earhart meant to run that boy down with the
193 drone or not. Novice pilots often jerk the controls when nervous. So maybe s/he was nervous
194 because s/he was doing something awful, or maybe s/he panicked when s/he lost control. I'm
195 no mind reader. And yes, I'm aware that Emory Wagstaff is saying that this is part of my efforts
196 to have drone use restricted in this country. I don't duck from my political beliefs. It is true that I
197 think that we are moving too fast in approving vehicles that can and do fall from the sky onto
198 people's houses, their businesses, or – heaven forbid – the people themselves. And yes, this
199 case is an example I have used in my presentations to show why drones pose a real danger in
200 inexperienced hands. But that has nothing to do with my testimony. The only people that should be
201 able to modify drones are drone manufacturers, specially certified by the FAA, like the ones

202 SWC represents. If that makes it too expensive for NHP and its ilk or means that people like
203 Stacey Earhart can't put everyone else at risk by tinkering with their drones until they nearly kill
204 somebody, so be it. My plan means safer skies for all of us. Don't we all want that?

Val Coleman

Signature

Statement of Stacey Earhart

1 I am Stacey Earhart and I have the honor of serving as the property manager for Natural Habitat
2 Preserve. My mission is clear: to take this swath of land and return it to the way it was before
3 European settlers introduced foreign flora and fauna. From my undergraduate courses at Penn
4 to my Master's degree in Environmental Science, Policy and Management from the University of
5 California at Berkeley in 2002, all I ever dreamed about was protecting the land. To think that
6 the Preserve's ability to remain in existence hinges on this lawsuit is hard to believe. This is
7 what it sounds like when doves cry.

8
9 I am a nature lover, and I would not hurt any of her creatures intentionally. Unlike many
10 environmentalists I love technology that helps make the world better, and I deplore technology
11 that makes it worse. I understand that I acted negligently on September 27, 2014, and I take
12 responsibility for that. But I did not intentionally set out to harm Steven Yeager. Yes, he caused
13 me all sorts of grief, but even in paradise there are mosquitos. I am very sad that he is still
14 suffering – no one deserves to suffer.

15
16 When I was at Berkeley, I was deeply involved in an organization called Save the Land. We
17 picketed construction sites that threatened natural habitats. I once chained myself to a bulldozer
18 and refused to move for two entire days. I knew a few people in the organization vandalized or
19 destroyed property, and once I was less than cooperative with a police investigation that landed
20 me an obstruction of justice misdemeanor conviction, but really that was a long time ago.

21
22 This lawsuit is just sour grapes. Insurance companies are notorious for not wanting to pay out
23 claims, and I'm a victim of a biased investigation conducted by a victim's relative. Is that even
24 legal? Let me be clear: I should not have flown the drone that day, and I should not have flown it
25 that close to Steven Yeager, even to get photos of him trespassing and the effects it had on the
26 land we were trying to save. Moreover, I should not have taken a second pass to be certain we
27 got the clearest photos. What I did was foolish, and once the first suit was over, I apologized to
28 Steven Yeager and the Yeager family publicly. But Steven's injury was a tragic accident.

29
30 I guess I should go back to the beginning. In 2012, the Preserve finally realized what I had had
31 been saying for a decade: to be a real Preserve, it takes more than keeping land from
32 development – it takes a concerted effort to protect land and encourage natural evolution. By
33 most estimates, over 37% of the plants found in Pennsylvania are not native. These "foreign"
34 plants, animals, and organisms cause harm that goes beyond aesthetics. They harm existing
35 species, hurt the economy, and even impact human health. They rarely have competitors or
36 predators to limit their expansion, so they spread rampantly. Some of the damage is obvious,
37 like the plant kudzu, which can prevent native plants from growing, or the snakehead, an
38 aggressive, predatory fish that can destroy entire ecosystems. But even the seemingly
39 harmless invasive species, like the bottom feeding carp, can mobilize sediment and release
40 unwanted toxins. It took evolution hundreds of thousands of years for species to mutate and find
41 their place – a balanced biodiversity. It's taken us only a couple hundred to destroy that effort.

42
43 Whether it was dwindling attendance or a true revelation, the Board of Directors from the
44 Preserve understood that it had to make itself relevant again both in terms of attracting visitors
45 and its responsibility to the land. Beryl Markham, who created the Preserve, was a visionary,
46 and today, after I was headhunted and accepted the job, I can say with pride that we are again
47 trailblazers. But some people only want the status quo. The Wisawe Hunt Club, like so many
48 older organizations, is justified only by its history and tradition. I was replacing a property
49 manager, Dick Rutan, who not only encouraged the Hunt Club, but was a standing member. To

50 me, they were a bunch of weirdos, trying to live out some kind of medieval nobility thing! I
51 guess that just goes to show how wrong you can be about folks.

52
53 I regret some things I thought then, but even at the time, I was not dumb – I knew that the Hunt
54 Club had a contractual right to be on the land. Really, I wanted them to be there, too: the red fox
55 is native to Pennsylvania, but by controlling the fox population, other native species would be
56 able to take a foothold on the preserve. So, I tried to be as welcoming as I could. I did not enjoy
57 the slaughter of animals, but I respected the Hunt Club’s financial, legal, and ecological value. I
58 just wanted them to respect us back.

59
60 On January 30, 2013, with Board approval, we made public my plan to transform the land back
61 to the way it was. I broke the 3500 acre property down into 500 acre parcels. The plan was to
62 work to remove all non-native plants from each segment over a two year period. By the end of
63 2026, it was our hope that the land would be 95% native. We even were going to great lengths
64 to reintroduce species that are endangered – like the pawpaw – which is similar to a banana
65 and the largest fruit native to North America. The new idea received local, regional, and even
66 national attention. Through our partnership with Wisawe High School, I met Finley Lindbergh,
67 who ended up working at the Preserve. Unfortunately it is also how I met Steven Yeager. You
68 could tell the kid was a bad apple by the way he coughed curses under his breath as I gave my
69 introductory lecture to one of his science classes.

70
71 We designated the westernmost parcel as the first location for the conservation effort and
72 sectioned it off on March 18, 2013, about a week before the Hunt Club’s semi-annual fox hunt. I
73 affectionately called the area “quadrant 1” even though there were seven of them, not four. We
74 notified the Hunt Club that they were free to use the rest of the land for their activities, but that
75 entering the restricted zone would be a violation of their agreement with the Preserve. I knew
76 there was no way to keep all foreign species off the parcel – there is no way to stop the wind
77 and no way to stop animals from serving as carriers – but I certainly did not want the process
78 further disrupted by hunters and their packs of hounds.

79
80 Unfortunately, that day, I saw Steven Yeager lead a back of hounds into the restricted area. I
81 couldn’t see if they were chasing a fox or not, but I don’t think that made a difference to Steven.
82 I tried yelling from the fire tower where I was standing to get him to turn around, but he did not
83 respond. I climbed down and we ended up getting into a yelling match. I know it was stupid to
84 go toe to toe with a kid, but I was frustrated after s/he obliterated a week of work.

85
86 Two days later, I sent an email to the NHP listserv describing the blatant disregard the Hunt
87 Club had for our efforts and explained how they were trespassing in doing so. Somehow, it went
88 viral, reaching across the nation. Vice President Gore even discussed it on the Letterman show!
89 So to think that I carried a grudge from the incident could not be further from the truth. That was
90 one of the best things that could have happened: the new memberships we registered and the
91 donations we received were a phenomenal boon. A couple of days later, Roger Yeager,
92 Steven’s dad and president of the Hunt Club, wrote an apology letter to the Board and
93 confirmed its commitment to our mission! That’s when I first started thinking maybe the Club
94 members were not all like Steven and that an apple can fall far from a tree.

95
96 That summer, Finley had the amazing idea that I start looking into recreational drones. S/He
97 said it would make the Preserve even cooler. At first I thought it was the whim of science fiction,
98 but after a bit of research, I became smitten, especially as the video technology would make for
99 some really interesting time lapse images of the progress we were making. Unfortunately, the

100 rest of the summer was so busy with the actual reclamation in quadrant 1 that the drone idea
101 faded.

102
103 That fall, the day before the hunt, Finley and I blocked off of the trails leading to the restricted
104 area with construction tape. The Hunt Club, not wanting any more negative press, set up at the
105 opposite end of the Preserve. Finley and I watched together from the fire tower, but it was
106 thankfully a quiet day. Finley ended up wandering off towards the later part of the afternoon. A
107 week or two later, s/he mentioned some altercation with Steven, but I didn't think much of it.
108 Finley is a good student, but – like most teenagers – s/he can be a bit melodramatic.

109
110 On December 30, 2013, I found the fire tower covered in very crude graffiti. I was very upset,
111 but it could have been anyone. I know Finley says that s/he presented me with some odd
112 scribbling on a scrap paper that supposedly was drawn by Steven Yeager. But I promise, I don't
113 remember seeing anything like that. Regardless, given the renewed effort by the Hunt Club to
114 coexist with the Preserve, I wasn't jumping to any conclusions. Graffiti is common to the area.

115
116 On January 6, 2014 at the Preserve's annual meeting, I presented the request to purchase a
117 drone. I sold it as more of an educational tool than a surveillance tool. Even though the cost for
118 the drone was over \$3,000, the Board approved it. We were flush with cash and I was seen as a
119 rock star. Getting a license was no issue at all, and the manufacturer provided a certificate of
120 airworthiness with it, but getting the insurance was a bit of a problem. The investigator was
121 Charlie Yeager, an ex-cop with an axe to grind. Charlie was grilling me like I was in an
122 interrogation room! S/He was asking tons of irrelevant questions and even told me point blank
123 that s/he didn't like me and what I was doing to the Hunt Club's land. S/He even said I had
124 permanently scarred Steven by embarrassing the Yeagers. Out of nowhere, s/he starts saying
125 I'm "no better than that damned DA, trying to make your name." I had literally no idea what s/he
126 was talking about, so I just changed the subject by asking her/him some questions. I know
127 Charlie advised against issuing the rider, but a few weeks later, it was issued anyway. I guess I
128 am not the only one who really doesn't put faith in anything that Charlie says. The rider had a
129 ton of restrictions, but I didn't think we were going to have any issue complying. It's not like we
130 were planning to break FAA rules anyway; we just wanted to use the drone like normal folks.

131
132 I admit, I fell for that drone. I took the required class for flying it, of course, but then I paid out of
133 my own pocket for extra work with a flight instructor. I just loved it so much! I could not wait for
134 spring to arrive so I could start documenting the progress we were making. When the thaw
135 broke, I took it out every morning before the gates opened to film, as long as it was not raining
136 and the wind was not too strong. On March 22, the day of the next fox hunt, Finley convinced
137 me to take the drone out while the Hunt Club was out and about. S/He was much more
138 interested catching them in the act. I figured since the Preserve was closed to the public, it was
139 not a violation of the rider. We got some great images and were able to monitor the location of
140 the hunt with the added elevation provided by the drone. The horses didn't pay the drone much
141 mind, but it definitely distracted the hounds. If memory serves, no foxes were killed that day. I
142 remember the Yeagers writing a letter complaining about the drone, but no one paid it much
143 mind, although I did have a heart-to-heart talk about it with Quincy Wright. Once s/he
144 understood that we were careful in following the rules, though, s/he totally supported our efforts.

145
146 Around that time I began to see the potential for even better uses of the drone. Nature films are
147 a huge hit, especially in schools, and with the right equipment we could easily cash in on the
148 publicity we generated with the fox hunt issue. Unfortunately, the drone only came with a really
149 basic camera system, so we needed an upgrade. I bought a film-grade digital camera from an
150 online seller for \$4000. It cost more than the drone, but the pictures were beyond my wildest

151 dreams. Then we realized that the brackets on the drone weren't rated for that weight. On an
152 online forum, I found the right ones. Finley and I installed them ourselves in only an hour or
153 two. The instructions were totally clear, and there was a YouTube video showing how to do it.
154 The only tools we needed were a drill and some wrenches. The experience was so good that I
155 started looking into other tweaks that could be made to the drone. I did a ton of research, but in
156 the end I didn't do much with it. I only printed a couple tiny fins and put a dog whistle on it to
157 keep birds out of the rotors. I had much grander plans, but I knew we had a deal with Lilienthal,
158 and I wanted to honor it.

159
160 We were having a great summer and by the middle of June 2014, we had removed a 200
161 hectare patch of Japanese Barberry bushes and had replanted a field of natural grass and
162 native pawpaw. I had a secret, though – one that would shock my old friends from Berkeley - I
163 was meeting, one by one, with the Hunt Club's board. Quincy Wright wanted me to work with
164 the old guard of the community instead of against it. At her/his suggestion I had joined the
165 Chamber of Commerce and I started to think that maybe I had misjudged the Hunt Club.
166 Around the same time, an ecology message board I visit had a great article about humans as
167 part of the ecology. It started to change my mind, and I wanted to get to know them better. Of
168 course, we had to keep it hush-hush, because some of the same people had tried to get me
169 fired!

170
171 As a result, my views about the Preserve started to change as well. I had been thinking of it as
172 this pristine place that could be returned to centuries before, but getting to know those folks, I
173 started to see that the people of Wisawe were part of what made the land special. I still wanted
174 to bring the land itself back, but the project was to make it that way for them, not in spite of
175 them. When I explained that to John Alcock and Arty Brown from the Hunt Club, they gave me
176 an application! I had never even considered joining up, but I started to give it real thought. I was
177 never going to be a hunter, but I could be a supporter. You know, make goodies for bake sales.

178
179 On June 15, the Hunt Club requested use of the land to train and I granted it without out a
180 second thought as a show of good faith. Things got a bit rowdy, because they were also
181 celebrating Steven's graduation, and some of Steven's hounds ended up rampaging the newly
182 planted field, setting us back weeks of work and thousands of dollars. I couldn't help myself and
183 I ended up threatening to prosecute Steven for trespassing. I wasn't really serious, but I wanted
184 to let him know who was in-charge. I knew getting a conviction might have been hard, but my
185 threat was real. Steven claimed the drone had caused the damage, but I hadn't flown it
186 anywhere near the training area. Nobody from the Hunt Club jumped to Steven's defense.

187
188 Over the next few weeks, Finley and I were able to repair the destruction and get the land
189 replanted. I also continued to study drone technology, and I outfitted the drone with some fins
190 that made it easier to control in heavier winds. I made sure that there were no unwanted side-
191 effects to the modifications by doing a ton of internet research as well. Well the tweaks worked
192 great, and I was able to fly the drone almost daily. I didn't see much of a change in
193 performance, really, but I got a ton of great film. I started to dream about doing a narrated
194 documentary of my work. I was even interviewed for an article on the use of technology in land
195 preservation in the Journal of American Forestry. The article was published on September 10,
196 2014 and triggered renewed attention to the Preserve and our mission. We received more
197 donations and memberships as a result. The Board even wanted to stream some of the flight
198 footage through our website. I do not think I could've been happier with where I was
199 professionally as well as with the project. Can you believe that I even celebrated by filling out
200 my application to the Hunt Club? I hoped that a successful fall hunt would honor Beryl
201 Markham's memory. But of course everything turned on September 27, 2014.

202
203 Finley and I were stationed at the top of the fire tower, right at the edge of Quadrant 1, which
204 was swaying slightly in the breeze. I pulled the fins I'd made off the drone, because of the wind.
205 Rather than starting in the opposite corner of the Preserve like last time, the hunt started right
206 near the restricted area. I immediately noticed a commotion coming toward the fire tower.
207 Steven was leading a charge straight toward quadrant 1! I wanted to get it caught on tape so I
208 could show the damage nonnative animals can do to a regenerated area. As Steven crossed
209 near the boundary line, I made a pass with the drone. Unfortunately, I wasn't sure I had gotten
210 clear image because of the tree cover. I decided to make another pass at a lower altitude. As I
211 came back around, with the wind gusting behind me, I had to throttle the drone a bit.
212 Unfortunately, I was trying to key in commands too fast, I lost control of the drone momentarily,
213 and it got lower than I wanted. The dogs scattered, and it spooked Steven's mount, throwing
214 him to ground. When I saw him thrown, my only concern was for his well-being. I dropped the
215 video controller, which sent the drone crashing and breaking it into thousands of pieces, and ran
216 toward him, dialing 911 as I did so.

217
218 It was a nightmare. Steven was down, bleeding, and his head was at an unnatural angle.
219 Nobody moved, nobody touched him, and for a while, no one seemed to breathe. I understood
220 that I was not welcome in the ambulance, and I understood why, or I would have ridden with
221 him. Throughout the law suit between NHP and the Yeagers, I urged our Board to get him fair
222 compensation for his injuries, and I feel awful about what happened.

223
224 But to say I did it on purpose is a terrible slander. You can say I flew the drone too low and you
225 can also say that maybe it was a bit too windy to operate it that day – but there is no way you
226 can say that this dove wanted anyone else's wings clipped.

Stacey Earhart

Signature

Statement of Quincy Wright

1 I am Quincy Wright and like the famous pilots who share my last name, I was there at the
2 beginning. No, I am not talking about when all this nonsense started with Stacey, I am talking
3 about when Beryl Markham first donated the land that became the Natural Habitat Preserve. I
4 grew up just down the road from Beryl's house and she took me under her wing. Beryl taught
5 me about respecting the planet. She spoke of history and the need to preserve the land. It
6 wasn't in that 60s hippie sense that she did this, mainly because this was the 1950s. No, Beryl
7 was no Rachel Carson; she was a preservationist in the Teddy Roosevelt sense. Did you know
8 he is largely responsible for making the national park system what it is today? You know
9 something else about our 26th President? He was a proud hunter. That's right: a conservationist
10 and a hunter! That still makes sense to me; conservation is about respect, and respect doesn't
11 necessarily mean sitting around a camp fire singing Kumbaya. Beryl was a woodswoman, and
12 that was the one place we parted company; I've never even fired a gun. But that doesn't mean
13 that there isn't a responsible way to hunt just as the pioneers did before us.
14

15 Well, back in '57, I was the youngest member of the Board of Directors, but I'm hardly that now!
16 I was there when the community center was built in 1959 and Beryl's house became the home
17 where the Preserve land manager would reside. Back then, none of us thought that the
18 Preserve was going to make it. I think that is why I was made Chairperson – it played well in the
19 local media. We were in dire shape right up until the Wisawe Hunt Club stepped up and Thad
20 Yeager donated \$300,000 to the endowment. That's \$2.4 million in today's money! The money
21 came with a promise from me to Thad: in exchange for the original donation and an agreement
22 to continue to make annual financial donations to the Preserve, the Hunt Club exclusively would
23 be allowed to use the land for hunting twice annually and for periodic training. The whole thing
24 was done with a handshake, and it was only the lawyers that insisted we write it down.
25

26 The Preserve and the Hunt Club were close back then. Most everyone in the town had a relative
27 in the Club. It was the social center of Wisawe. But sometime during the 70s, the Club became
28 a bit of a sore spot in the community. I never stopped supporting them, but ultimately, the Hunt
29 Club became more of a private organization, with no more than 40 member families by the time
30 the turn of the century rolled around. Still, they always made their donations and always had
31 their biannual fox hunts. That's just the way it was and frankly, everyone and was happy with
32 the arrangement. My only regret is that I did not negotiate for inflation. \$10,000 a year meant a
33 lot more back in 1960 than it does fifty years later!
34

35 Look, I'm a Wisawe native, and I never saw much cause to leave. I know that my reputation in
36 town has been tarnished because everyone thinks I dipped into the Preserve's coffers to start
37 my accounting practice, but I would never dream of cheating the place that created so much joy
38 for me. I could never do that to Beryl's legacy. Anyway, after a few years I was doing pretty
39 much everyone in town's taxes, so I didn't need any help! And I never gave up my post as
40 Chairperson of the Board even after I retired from the accounting practice.
41

42 By 2012, the world had become a different place. Kids would rather be inside playing video
43 games than out in the woods building forts and swinging from vines. The Preserve's
44 membership was way down, and the money we were earning from the endowment wasn't even
45 covering costs. We were chewing through our savings. I knew that a change had to be made.
46 The board fired Dick Rutan, who had been the property manager since the early '90s. Dick was
47 part of the old guard, a member of the Hunt Club who really didn't do much more than mind the
48 trails and push snow around the parking lot in the winter. He was a bristly fella and did not relate
49 well with kids. To me, all of the applicants to replace Dick seemed the same, that is until we met

50 Stacey Earhart. There was something different about her/him, and it was not the fancy
51 education. Stacey had a vision. S/He was an unabashed environmentalist who believed in
52 restoring land to its natural form before settlers introduced foreign species to the land. Plus, s/he
53 was committed to engaging the school district and making the students fall in love with the land.
54 Stacey captured the imagination of the board. For the most part, the reaction locally was
55 extremely positive, with the exception of the Hunt Club members. They were extremely upset
56 that Dick was terminated. But we would never think of denying them access. Plus, and this is
57 the truth, there were so many foxes on that land that we needed them for the free pest control.

58
59 As expected, Stacey was a breath of fresh air. S/He worked on new signage and opened trails
60 that had fallen into disrepair. S/He even held a sort of community barn day where our members
61 helped fix up and repaint the community center. But it was not enough to really make a dent in
62 our attendance problems. At our annual meeting in 2013, we challenged Stacey to be more
63 aggressive, to do something powerful so that people would take notice again. In a world with
64 state and national parks, a private group needs to be different to survive! At the end of January,
65 Stacey made a proposal to the board that called for the complete reconstruction of the preserve.
66 S/He had mapped out our 3500 acres and broken it down into seven sections. Over the next 14
67 years, s/he planned to remove as much of the foreign plants and animals from each section of
68 the property as possible. Each section would get treated for two years and then would be
69 reopened. S/He even had a marketing plan drawn up at Wharton to attract donations from the
70 public. I thought it was all a bit much, but with where we were financially, I didn't see any harm
71 in trying. The Board unanimously approved the plan. I wasn't sure how we were going to fund
72 the project, but at least we had enough money to give it a go for a year or so. The first section of
73 the land was blocked in March 2013.

74
75 When the Hunt Club took to the land a week later for their semiannual fox hunt, there was a lot
76 of confusion. Stacey did not do a good job of providing notice that a section of the property was
77 sectioned off. There was a note on the message board, and that was about it. The Hunt Club
78 was used to roaming free on the land, and we should've respected that more. That mistake led
79 to an altercation between Stacey and Steven Yeager, who was about 17 at the time. Steven
80 ended up crossing into the newly restricted area with a pack of hounds, and Stacey took
81 offense. There was some yelling and screaming from what I understand, but it did not seem like
82 that big of a deal at the time. I got a call that night from Roger, Steven's father and president of
83 the Hunt Club, and I assured him that I would speak to Stacey about being more mindful.

84
85 Before I had a chance to call Stacey, s/he wrote an email to all members of the preserve
86 condemning the actions of the Hunt Club. Somehow, the email became an internet sensation.
87 On the one hand, that really strained our relationship with the Hunt Club. On the other, it was a
88 financial godsend. In a few weeks, we collected more than we had in the past seven years. We
89 even got six dozen new membership orders. Whether you loved what Stacey stood for or hated
90 it, it didn't matter, people were paying attention. Roger Yeager even wrote a public apology!

91
92 Even so, as a leader, I had to insist that Stacey not act out again like that without permission
93 from the board. I told her/him that if she was caught antagonizing the Hunt Club again, s/he
94 would be fired. We had to respect our roots and be appreciative of what let us get to this point in
95 the first place. I was never, ever going to compromise that. I even suggested that Stacey start
96 talking to people in the Club, think more about our local history, join the Elks or something, I
97 mean, really try to become a part of the community.

98
99 I expected the fall fox hunt to be less eventful, and I instructed Stacey to ensure that all trails
100 were appropriately marked and that enough notice was given to everyone about the land

101 closure. And I again warned her against causing a ruckus with the Hunt Club. To its credit, the
102 Hunt Club even set up their operations at the opposite end of the property. To me, we had all
103 reached a mutually respected understanding. As far as I am aware there were no real issues
104 that day. Stacey did say something odd to me when I checked in and thanked her/him for doing
105 a good job. S/He said something about protecting the land from invaders or something.
106 Sounded a bit militant for a naturalist, but Stacey was always a bit of an odd duck.

107
108 In the end, 2013 was our best year ever. The old feeling had returned, and I know Beryl would
109 have been proud of me. There was only one thing that soured our success a bit. Stacey never
110 told me about it, but I learned later through the first trial that ended up in a settlement that the fire
111 tower was vandalized in December 2013. Apparently, all signs pointed to the Hunt Club. I'm
112 sure Stacey knew that I would be upset and let the situation go. To me, that was a sign of
113 maturity. We had the funding, we had an apology from the Hunt Club and we had the support of
114 the public. A bit of vandalism and youthful rebellion was like a mosquito in paradise.

115
116 Just after New Year's Day in 2014, Stacey asked the board if we would commit some of our
117 new found wealth to the purchase of a high-end drone to be used for educational purposes.
118 After learning more about it, the board decided that it was a good idea. Not only would Stacey
119 be better able to track the progress of the land redevelopment, but we could also add it as a
120 means of attracting more folks to the preserve. The drone was equipped with a camera, and we
121 could do all sorts of interesting video work. Permission for the purchase was granted on January
122 20, 2014.

123
124 After I looked into it a bit more, I was concerned. This was not some toy that Stacey wanted to
125 buy, but an aircraft. I insisted that the Preserve get it expressly insured. As someone who
126 worked in finance for decades, I was a firm believer in insurance. You can take all of the care
127 and precaution in the world, but accidents do happen. I also wanted Stacey to take lessons on
128 how to fly the drone, but s/he said it was easy. Later on, I saw her/him flying it one day just fine.
129 I also was very concerned about monitoring the cost. Even though we were doing better
130 financially, donations had died down. For any and all purchases related to the preserve for
131 calendar year 2014, I got the board to approve a mandate whereby Stacey had to turn in
132 receipts and provide a monthly accounting.

133
134 Stacey carried through with the request to obtain insurance. The rider was pretty clear, and the
135 FAA regulations were easy to follow because they were not all that restrictive. We could not
136 modify the drone in a meaningful way and we had to ensure that it did not fly over the public,
137 which restricted the times it could be used. Charlie Yeager, an insurance adjustor and
138 inspector, came through and Lilienthal issued the policy sometime around the middle of
139 February. We all knew that Charlie was kin to Roger and Steven, but that did not stop us from
140 getting the insurance rider. The FAA license followed shortly thereafter. Stacey was so excited.
141 S/He showed me some of the video footage, and even I was impressed.

142
143 I had mixed feelings about Stacey's plan to fly the drone during the Spring 2014 fox hunt. I read
144 the rider, though, and the Preserve was not open to the public, so I ok'd the plan. I guess that
145 hunt did not go all that well, because about a week later, I was CC'd on a letter that Steven
146 Yeager wrote to the insurance company saying we violated our policy. The kid had moxie. Well,
147 Lilienthal called me straightaway. They were concerned, but we've been insured with them for
148 sixty years, so nobody got too worked up. I knew that Charlie and Stacey didn't get along, so I
149 told Hugo Junkers, their chief underwriter, that I'd look into it personally. The next day, I went
150 down to talk with Stacey. I brought the rider, and we went through each point, one by one.
151 Stacey showed me the airworthiness certification, showed me the certificate of completion for

152 her/his own training, and showed me the drone schematics. S/He talked about her/his plan to
153 get a new camera, which was heavier, but I looked at its weight and did the math. It was under
154 55 lbs. Not by much, but the deal's the deal.
155

156 In that same conversation, I raised the subject of Steven's allegations that the drone was being
157 used as a weapon. I looked Stacey right in the eye and asked her/him, point blank, whether
158 s/he flew the drone at Steven intentionally. S/He didn't hesitate, and s/he told me no. I've
159 known Stacey a while now, and there have been some times I've thought s/he wasn't being
160 open with me. This wasn't one of those times. I told Stacey that if I ever learned s/he'd used
161 the drone as a weapon, s/he'd be fired in an instant. The horrified look on her/his face
162 confirmed it for me; there was no way s/he flew at that kid that day. I reminded Stacey again
163 about getting involved with the community. Finley Lindbergh was in the room, and s/he called
164 me later to offer her/his full support for what I said and to assure me that s/he stood ready to
165 step in if Stacey had to be let go, even if it was only on an interim basis or part time.
166

167 Then I called Hugo and talked it through. Lilienthal accepted my explanation, and we agreed
168 that, just to be safe, the Preserve would only fly the drone over areas where people should not
169 be present at all. So that meant we almost never flew during business hours and we only flew
170 over the restricted area when the Hunt Club was on the grounds. We didn't change the rider or
171 anything, but I told Stacey about it. We are people of our word. After that, we treated the "do
172 not fly over the public" requirement as a ban on flying over potentially occupied areas, full stop.
173

174 The lack of action by the insurance company must have upset Steven and Roger, because just
175 as soon as the Club was back on the grounds that summer, Steven took his hounds into the
176 restricted area and destroyed thousands of dollars of new plantings. When I pulled him aside to
177 talk about it, Steven seemed to gloat, even though he said it was an accident. I let Stacey dig
178 into Steven a bit for the blatant disrespect, but I stepped in before a proper fight broke out. And I
179 let Stacey overhear me reminding Roger that regularly abusing the land restrictions was
180 grounds under our MOU to stop the Hunt Club from using the land. That seemed to shut the
181 Yeagers up, for once. Stacey smirked. The Hunt Club knew their dollars didn't mean as much to
182 us anymore. When Stacey's article on the use of technology in land preservation appeared in
183 the Journal of American Forestry in early September 2014, we once again received scores of
184 donations. While we respected our obligations to the club, \$10,000 just isn't that much.
185

186 I was pleased to see, though, that Stacey took my words to heart: s/he was becoming a
187 member of the Wisawe community, and I could see her/his position on hunting softening. S/He
188 even confided in me that s/he was thinking about joining the Hunt Club! I thought it would be a
189 great idea, make Beryl proud and would be a sort of full circle effect back to the old days.
190

191 I wasn't there the day Steven was paralyzed, but what I do know is that I am happy we had the
192 insurance in place. I have no doubt that Stacey was operating the drone negligently. That's why
193 we settled the first lawsuit so quickly, with Lilienthal on board 100%. But to think that Stacey hurt
194 Steven intentionally is absurd. The bad press that has befallen us, the lack of new members,
195 and the severe lack of donations since the accident occurred are all evidence of this. Plus,
196 Stacey knew that I would fire her/him if something intentional happened and if there was one
197 thing in this world that Stacey loves more than her/himself, it is this job.
198

199 Finally, these claims that Stacey modified the drone are absurd. Stacey never turned in a single
200 receipt relating to the drone other than for that fancy camera, and with what little we could afford
201 to pay her/him, there is no way s/he did anything serious to that drone. No, what we have here
202 is an honest error that carries serious consequences. I feel for the Yeagers. To this day I still

203 call them friends. This is not about them and us, it's about an insurance company that made a
204 bad bet with a new technology and is trying to welch on paying it off. The \$2.5 million dollars
205 they are seeking is our entire endowment. There would not be a Preserve if we lose this case.
206 So yes, Stacey can be extreme at times and yes, not everyone likes her/him. But a lack of best
207 judgment is not a basis for a lawsuit.

Quincy Wright

Signature

Statement of Emory Wagstaff

1 My name is Emory Wagstaff, I am an expert in aeronautical engineering and flight performance.
2 I am here to testify for Nature Habitat Preserve. I have been paid \$20,000 – flat fee – for my
3 investigation and time, half by NHP and half by the Legal Fund of the Drone Pilots Association,
4 an organization devoted to the expansion of less regulated unmanned civil aviation. I'm here to
5 explain why we don't need more rules. I know, that sounds pretty weird coming from a soldier,
6 right? But in the military, we have strict rules because of the Army's purpose and because of its
7 capacities. When your business is war and you are flying three tons of aluminum and
8 explosives, discipline and tight regulation are necessary to the safety of your soldiers and the
9 completion of your mission. I just don't happen to think that you ought to apply the same
10 intensity to a twenty pound quad copter with a payload of pepperoni pizza or a five pounder
11 getting people the DVDs they ordered.
12

13 But I'm getting ahead of myself. I grew up outside Willow Grove, PA, and my parents were both
14 soldiers. The Wagstoffs have had a proud military heritage, and there was only ever one school
15 I wanted to attend: the United States Military Academy at West Point. It only took me a year or
16 two to realize that I didn't want a spot on the battlefield, I wanted a spot above it. At first, I
17 thought that meant being an Apache or Comanche pilot, flying an attack helicopter, but as I
18 completed my classes in strategy, I realized that battles were increasingly won and lost based
19 on information, not bullets. I studied intensely and majored in aeronautical engineering, with a
20 minor in physics focused on radar systems. When I graduated, I was assigned to flight training
21 on the OH-58 Kiowa, the Army's battlefield intelligence helicopter.
22

23 Over the next twenty years, I deployed several times in combat and non-combat zones abroad
24 and completed a master's degree in engineering at the Army's insistence. Early in the Global
25 War on Terror, I was deployed in Afghanistan, providing information to the 82nd Airborne units
26 deployed at forward operating bases. But sand plays havoc on moving parts, so there were
27 never enough helicopters to go around. After I spent a night at the mess getting an earful from
28 one of my Point classmates in the infantry about the dangers his soldiers faced out beyond the
29 fence, I started working around the clock in the mechanics' shop. In a week or three, I'd
30 attached an old iPhone camera to a model aircraft and hooked them both up to a surplus radio
31 controller and a portable TV screen. I gave it to my friend to help his soldiers take a look over
32 the next hill.
33

34 Imagine my shock when a month later, I was pulled off aviation duty and reassigned first to
35 headquarters, then to the Pentagon to develop the "program"! I was just doing a solid for a
36 friend, but it changed my whole career. Within a couple of years, we had worked out what
37 became the RQ-11 Raven, the most common drone on earth. Sure, you know about the
38 Predators and Reapers, the massive, aircraft-sized drones that carry missiles and scare you all
39 in the movies. But the Raven is a tiny little thing, barely bigger than a model airplane, and it's
40 totally unarmed. Instead, it's carried by almost every platoon in combat zones, providing live
41 intelligence to commanding officers about what's just over the hill. I received an Army
42 Commendation for my work, but my real reward was the soldiers whose lives we saved. I'll
43 admit that the stress and the success went to my head a bit, and I'm not proud of it, but in 2009,
44 I was convicted of a DUI on base. I thought I'd only had a drink or two, but I learned the hard
45 way that that's all it takes. I'm lucky the car I hit didn't have anyone in it. I did my community
46 service, and I regret sincerely the idiotic risks I took with others' lives, getting behind the wheel
47 impaired. I was taught at West Point that the only proper answer when you screw up is "No
48 excuses, sir," and I am making none now.
49

50 That conviction functionally ended my military career, although I was able to serve out my
51 twentieth year and was discharged honorably, albeit with a demotion in rank that really impacted
52 on my pension. Shortly before that, though, I got a call I never expected, from Amazon.com of
53 all places! They wanted me to muster out and help them work on developing drones to deliver
54 goods. It was too good a chance to pass up, so I left after twenty years and started a consulting
55 company. Turns out lots of businesses had the same idea, and for a while, business was good.
56 I even testified before Congress!

57
58 The problem was that most of those companies just wanted the technology to be used for their
59 businesses. They were happy for the FAA to require that all drone operators be FAA certified as
60 pilots and the like. I wasn't. That kind of approach would be very expensive, and pilot training
61 takes months or years and detailed medical and psychiatric examination. Their approach would
62 cut out the common guy! But I knew full well that you could train a soldier to operate a drone in
63 a few days, and I didn't see why the civilian world should be different. So what if the guy with the
64 glasses or a heart condition wouldn't be allowed to fly a 747? That shouldn't mean he can't take
65 a little drone out to the football field by his house! Pretty soon I gave up those contracts and
66 started working for the little guys, the hobbyists and the small firms that just wanted cheap,
67 accessible unmanned systems that could be flown by people who had trained to fly them. I
68 didn't make the same money, but I was working for something in which I believed.

69
70 That's what brought me to this matter. NHP is just the kind of client I love: a small enterprise
71 using a drone to make the world a better place, and with the money to pay me. I still need to
72 eat, you know, and giving up clients like Amazon doesn't help your business break even.

73
74 I have reviewed the proposed FAA regulations, and I have certainly read Val Coleman's report.
75 Everyone in the hobbyist industry knows about Shepard, Weir & Coleman. They're Big
76 Business's favorite experts, go-to people for any time you want to get the public scared of
77 drones or get the FAA to over-regulate things. Word on the streets is that they've made millions
78 on making people think that the slightest change to a drone should send it back through the
79 FAA regulation process. That's good business for WC, to be sure: the kind of modeling studies
80 that Coleman would require take thousands of dollars in software and dozens if not hundreds of
81 hours to complete. Only big companies or their consultants can afford to pay those kinds of
82 costs, not ordinary folks like us. So you buy her/his line about safety and you have to buy
83 her/his services, too, or you don't get to modify your drones. Innovation is stifled, and for what?

84
85 Here's the truth about drones: they're a tool, and like any tool, they can be dangerous. Are you
86 afraid of two tons of steel bearing down on you at high speeds while you're completely
87 unprotected, relying only on the skill of an operator who passed a short test and may have little
88 or no practical experience? Maybe you should talk to the DMV, because that's every car on
89 every road in America. We don't fear cars, because we are used to them. If we can keep the
90 FAA out of our hair, we can get there with drones, too, and we can create another great
91 American industry doing it. Accidents like what happened to Steven Yeager threaten to derail
92 our progress as a country, because they make for more conservative regulation.

93
94 I think the FAA's proposed rules strike the right balance. Keeping drones (the flying portion of
95 the Unmanned Aerial System) under 55 pounds drastically limits their danger for two reasons.
96 First, and easiest to understand, it means that they do less damage if something goes wrong.
97 Light drones can barely injure you in their normal flight; *Mythbusters* even did a show on it! And
98 even a drone crashing at speed – while dangerous – is much less dangerous than a car and
99 much less likely to hit anything, because it's so much smaller.

100

101 Second, making drones that light limits what you can attach to them. The kinds of engines that
102 fit under 55 lbs are not capable of lifting that much stuff. And that's a good thing. It's really just
103 high school physics. If momentum is equal to velocity times mass, limiting both velocity and
104 mass really limits the danger if the drone crashes. Similarly, I think that a drone piloting license
105 should be like a more sophisticated driver's license: classes, a test, and some experience. If we
106 trust people with two ton death machines rocketing along at a mile a minute, we can probably
107 trust them with something that weighs less than most sixth graders.
108

109 And as to the suggestion that NHP was in violation of FAA rules, that just doesn't hold water.
110 First, there is absolutely no evidence that the drone was over 55 lbs at the time it took off. The
111 80% figure that Coleman refers to isn't what NTSB *expects*, it's what NTSB *requires* to consider
112 an investigation valid. It's a starting point, and the vast majority of the time, the NTSB gets far
113 more than 80% of an aircraft. And that's a big plane moving faster than the drone can fly! I
114 trust that Coleman did a fine investigation and found 90% of more of the aircraft; after all, that
115 was Val's job, right?! And I have reviewed the testimony of the other witnesses; literally no one
116 says that the craft had the kinds of modifications that would take it over 55 lbs.
117

118 The other main reason that the insurance company's position doesn't hold water is that it
119 assumes that the drone is designed to very tight tolerances and that the slightest change could
120 throw it off. That's simply wrong. Engineers design wide tolerances into their craft, knowing
121 that people will mess around with them, fail to do required maintenance, and the like. Think
122 about it in terms with which you're familiar. If you believe Lilienthal, if I tow a couple pounds
123 more than my pickup's manufacturer recommendation, the back of the truck will fall off or the
124 brakes will fail catastrophically. That's just silly. No engineer worth her salt designs to such
125 minute tolerances.
126

127 Now, of course, aircraft aren't trucks. They're a lot less stable and a lot more tightly engineered.
128 And helicopters are notoriously finicky; even some engineers can't do the calculations you need
129 to keep them in the air properly! But with that said, this wasn't my old Kiowa. This was a
130 *quadcopter*. Most of the instability in traditional helicopters comes from having one blade
131 carrying the aircraft, but quadcopters have four equal blades, balanced at the edges of the
132 frame. This creates a far more stable craft, one that can withstand an extra load on one end,
133 like from a camera that is too big for it or something like that. In fact, one reason that
134 quadcopters are some of the most popular civilian drones is that they are more stable and
135 easier to use. So no, I don't think a big camera was a material change, and I don't think the
136 FAA would think so either. If they wanted the drones to need new certificates of airworthiness
137 when they were modified, they could have said so. But they didn't. And heck, Lilienthal could
138 have required that in the contract – use only an off-the-shelf drone, unmodified. But they didn't.
139

140 The one thing that does give me pause is the idea of adding fins or whatever to the design.
141 That's serious business, and in a perfect world, you would leave that to professionals. Small
142 mistakes in understanding or execution can cause real issues. And Val Coleman is right that
143 adding whistles can change aerodynamics, if they're huge or terribly designed. Based on the
144 plans that Stacey Earhart showed me, these were neither. Stacey was clearly a student of the
145 technology and not just a hobbyist. Even so, changing the drone like that is not very bright. But,
146 you know, that's what makes it negligent. That doesn't mean it violates the insurance.
147

148 Does that mean that change would be material to the airworthiness? Not necessarily. I don't
149 think I can say that, and I don't think Coleman should be saying that, without having modeled
150 the question completely. Not when millions of dollars are at stake. But I have to say,
151 modifications like that could create an issue, especially if they had not been tested in high winds

152 or at high speed. That may not even be an issue, here, though, depending on whether they
153 were on the drone that day. Anyways, there is no evidence that the changes made to the drone
154 negatively affected its flight.

155
156 Look, I wouldn't be here if I thought that Stacey Earhart was trying to hurt anyone or was trying
157 to bring the drone that close to the Yeager kid. That's criminally stupid, at best, and as a drone
158 advocate the last thing that I want is a story about drones being used to carry out a personal
159 vendetta. But people make mistakes. Even the most experienced pilots make mistakes, lose
160 control of the aircraft for a second or two, or the like. Just ask Val; she's had to scrape a few of
161 them off a mountain side. And yes, it's even more common when conditions are adverse, like in
162 high winds. The drone probably maybe shouldn't have been out that day, but most times, with
163 most mistakes, folks are lucky enough to walk away to fly another day. Other times, even a tiny
164 slip-up can cause serious injuries. That's why they're called accidents. Just like driving a car.
165 Which reminds me: Val's absolutely right about nervous nellys on the control stick. A young
166 pilot will jerk things this way or that, overcorrecting for the smallest problems, just like young
167 drivers. Once you get a few hundred hours of experience, everything is smoother and easier.
168 This case is about an honest mistake and an insurance company not wanting to pay out. We've
169 all seen it before. Heck, I had to fight a company just like Lilienthal for three years to get them
170 to pay for my daughter Emalie's hospital stay and physical therapy after she ran into a
171 telephone pole driving while texting with her friends. It's a useful lesson: it doesn't matter if
172 you've been a customer for decades, if the bill is big enough, they'll try to get out from under it.
173 That's not affecting my testimony here; I'm here to testify against bad science and slipshod
174 interpretations of the rules.

175
176 We all agree that insurance is there to protect you against your mistakes, times when you acted
177 less wisely than you should. And there's no doubt; Stacey Earhart should not have flown that
178 drone within a hundred yards of those horses. That was irresponsible, and it was negligent. But
179 that's why you have insurance. That's why you pay all those premiums for all those years, so
180 when you do something not that bright and things go wrong, you are protected. Like the
181 mistake Emalie made. So yeah, I'm glad to be working on this case, but it hasn't affected my
182 professional judgment.

Emory Wagstaff
Signature

December 15, 2015
DATE

EXHIBIT LIST

- Exhibit 1:** Map of Natural Habitat Preserve
- Exhibit 2:** Memorandum of Understanding between Natural Habitat Preserve and the Wisawe Hunt Club
- Exhibit 3:** Hunt Club Application
- Exhibit 4:** Email from Earhart to Preserve Members
- Exhibit 5:** Yeager Apology Letter
- Exhibit 6:** Alleged Steven Yeager Drawing of Planned Vandalism
- Exhibit 7:** Val Coleman CV
- Exhibit 8:** Emory Wagstaff CV
- Exhibit 9:** Insurance Rider
- Exhibit 10:** Letter from Steven Yeager to Lilienthal Insurance regarding improper drone usage
- Exhibit 11:** Journal of American Forestry article featuring Earhart

Exhibit 1



Exhibit 2

MEMORANDUM OF UNDERSTANDING

On September 17, 1959, this Memorandum of Understanding is concluded between:

The Natural Habitat Preserve
(Hereafter referred to as the Preserve)

And
The Wisawe Hunt Club
(Hereafter referred to as the Hunt Club)

A. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Preserve and the Hunt Club will continue to support and honor each other. The Hunt Club has donated \$300,000 to support the Preserve's mission to maintain land for public use in its current and natural state. The Hunt Club will continue to support the Preserve financially and through membership activities, and the Preserve will continue to allow the Hunt Club access to its land for recreational purposes.

C. THE PRESERVE SHALL:

- 1) Allow the Hunt Club to hold a fox hunt up to twice annually on the Preserve's land
- 2) Allow the Hunt Club to hold horse training events on the Preserve's land, not to include hunting or use of firearms without permission of the Preserve not more than monthly.

D. THE HUNT CLUB SHALL:

- 1) Donate at least \$10,000 annually to support the work and mission of the Preserve
- 2) Abide by all reasonable restrictions and regulations pertaining to use of the Preserve's land as are consistent with the mission of the Preserve and are established by the Preserve's Board or officers

E. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY THE PARTIES THAT:

- 1) The Hunt Club will be permitted use of the land as specified above, so long as it continues to contribute the aforementioned amount to the Preserve and abide by any and all reasonable restrictions the Preserve imposes.
- 2) Such restrictions may include sectioning off specific parts of the land for regular and systematic maintenance or conservation activities.
- 3) Such restrictions are to be temporary, and there shall be no permanent ban of usage for any part of the land.
- 4) At no time should the Preserve refuse the Hunt Club access to the land for the aforementioned purposes unless the Hunt Club fails to provide the financial contributions outlined above or regularly abuses the terms and conditions regarding land restrictions for regular and systematic maintenance.
- 5) At no point shall any member of the Hunt Club be deemed to be trespassing on the land of the Preserve regardless of time of day, season, or purpose.

Signature *Thaddeus Yeager IV*
President,
For and on behalf
Of **The Wisawe Hunt Club**
DATE: Sept. 17, 1959

Signature *QUINCY WRIGHT*
Chairperson,
For and on behalf
Of **Natural Habitat Preserve**
DATE: 9/17/59

Exhibit 3

MEMBERSHIP APPLICATION



DATE OF APPLICATION: 9/9/2014

Personal Data		
No.	Question	Your Response
1	Full Name	Stacey Earhart
2	Maiden name (if applicable)	N/A
3	Current Address	National Habitat Preserve Wisawe, Pennsylvania
4	Phone number	717.555.1379
5	Cell number	717.555.1379
6	Email address	searhart@NHP.org
7	Date of birth	1.30.1977
8	City and country of birth	Philadelphia, Pennsylvania
9	Current citizenship	United States
10	Marital status	Single
11	Have you ever been arrested – if yes, please detail what occurred and provide any relevant documentation	No
Additional Questions		
1	Do you have a gun license	No
2	Why do you want to join the Wisawe Hunt Club	I now realize the importance of the organization to the community and its deep roots in the land that I manage. I have been wrong about WHC since my arrival and for that I am sorry. It is only now that I understand that to truly be of this land, I should be a member of this storied club.
SIGNATURE OF APPLICANT		<i>Stacey Earhart</i>

Exhibit 4

The screenshot shows an email client interface. At the top, there is a navigation bar with 'Mail' and several icons. Below this, a sidebar on the left contains folders: 'COMPOSE', 'Inbox (1,004)', 'Starred', 'Important', 'Sent Mail', and 'Drafts (6)'. The main content area displays an email from 'Stacey Earhart' with the subject 'Hate Crime' and recipient 'To: Natural Habitat Preserve LIST'. The email is dated 'March 20, 2013' at '11:15:37'. The body of the email contains the following text:

Dear friends of Gaia and esteemed members of the Natural Habitat Preserve:

I am shaking with anger as I write this email.

We serve the environment, we serve our community, and we follow our mission to restore this fine land, this Preserve, to its natural habitat. However, our supposed friends at the Wisawe Hunt Club have taken drastic and intentional steps to hamper our actions – to stand in the way of environmental progress. We cannot stand for such blatant disrespect. There is a social awakening going on in this country and we stand at the forefront of this rise in consciousness. Barbaric actions, such as fox hunting, can no longer hide under the specter of tradition. While we are mandated to tolerate this crime against nature, we are not to stand aside and let such actions undo our good work and painstaking efforts on behalf of this land which we made a pledge to protect.

In furtherance of this pledge and with great fanfare, we recently engaged in a robust project to restore the Natural Habitat Preserve to its original state by removing all foreign flora and fauna. Undoing generations upon generations of globalization and the introduction of plants and animals from faraway lands is a lengthy, delicate process, and can be entirely undermined by even the smallest disruption. This effort was launched on March 18th and while there were only a few of us there to “break ground” the volume of the voices in attendance spoke loudly and clearly in our dedication to this project.

However, just one week later, on March 25th, the Wisawe Hunt Club came to the preserve for their semi-annual fox hunt. We notified the Hunt Club about the restoration project prior to the start of the hunt, and asked that they avoid the restricted area which was clearly designated and marked off. The restricted area amounts to 1/7th of the available land for hunting – leaving approximately 3000 acres for the hunt. The leader of the Wisawe Hunt Club completely ignored this request and led a pack of hounds into the restricted area in the name of the chase. The hounds and horses trampled over markers we had placed and even a bed of new indigenous plantings. It is too early to assess the damage that the hounds have done to this project, but undoubtedly, is it extensive.

Stacey Earhart

To: Natural Habitat Preserve LIST

March 20, 2013

11.15:37

We run on tight margins and most of our work is completed by volunteers like you. We cannot afford any set-backs. We do not have the funding to go beyond a few months of operations, and we are relying on the success of the first area of restoration to help garner attention to our mission and generate future funding. This is now in jeopardy because of the Hunt Club's selfish and inconsiderate behavior.

We are told to turn the other cheek, but I for one feel that in some instances of injustice, a better tactic is an eye for an eye. Shall we cut the soles from their riding boots and rip the harnesses from their horses? Shall we pour cement in their bugles? I for one will not stand by and let this happen again. For now my chosen weapon is the power of speech and I encourage you to scream along with me and let the world know that in this new millennium such behavior is not acceptable and will not be tolerated.

If our voices are not heard, then our actions will be felt.

Your humble servant of the environment and guardian of the Preserve,

Stacey Earhart
Property Manager
Natural Habitat Preserve



Natural Habitat Preserve



Click here to [Reply](#) or [Forward](#)

Using 0.29 GB of your 30 GB

Last account activity: 3 days ago
[Details](#)

Exhibit 5



Roger Yeager
29 Dequoguoha Drive
Wisawe, Pennsylvania 19872

April 1, 2013

Quincy Wright
President - Board of Directors
Natural Habitat Preserve
7 Papakoosigun Road
Wisawe, Pennsylvania 19578

Dear Quincy:

As the President of the Wisawe Hunt Club ("WHC"), I find it necessary to apologize for the recent indiscretions that have occurred between your staff and members of the WHC. These actions in no way are indicative of the WHC or our views of the Preserve.

The WHC and the Preserve have had a positive, successful, and longstanding history. Since 1959, the WHC has made a donation of not less than \$10,000 each year to ensure that the Preserve is able to continue its important work in addition to our initial grant of \$300,000. Without the hard work of your staff - as well as donations from organizations such as ours - the Preserve would not exist. We are dedicated to continuing this partnership; please be assured that our views are the same, the preservation of land for all, including our hunters, to enjoy.

Hunting is not just a sport; it is a tool to ensure that the natural species do not become overpopulated. Our efforts are clearly aligned in this regard. I know that there are some people who think that conservation should be all about so-called "native" plants, but that California stuff is only part of the deal. Preservation is more than that. Under my leadership, the WHC is dedicated to strengthening our partnership with the Preserve, as long as the Preserve is willing to demonstrate that it is ready to work with the Club again as we once did. Flexibility is key in any relationship, and we have not had much of that around here lately. We wish for our traditions to be honored just as we embrace your newly found efforts to restore and rework this land.

Change is never easy for as storied an organization as ours. It is from this perspective that some of our members acted without consideration and irresponsibly. But we were not entirely alone in that. I understand the upset at the destruction caused a couple weeks back, but there was no cause for the Property Manager to threaten one of my members (my son, Steven) with physical harm, particularly without his guardian present. Language like "Trample my plants again, and it won't just be nature that winds up hurt" has no place in a relationship going back six decades. Rest assured the leadership of our organization will preach patience, tolerance and understanding. We hope that you spread a similar message to your members.

Together, we are stewards of this most magical and important of lands. It has been this way for nearly 60 years and we see no reason why this relationship cannot continue for another 60! This is the true tradition we share and the tradition we need to foster.

Sincerely,

R. Yeager

Roger Yeager
President
Wisawe Hunt Club

Exhibit 6

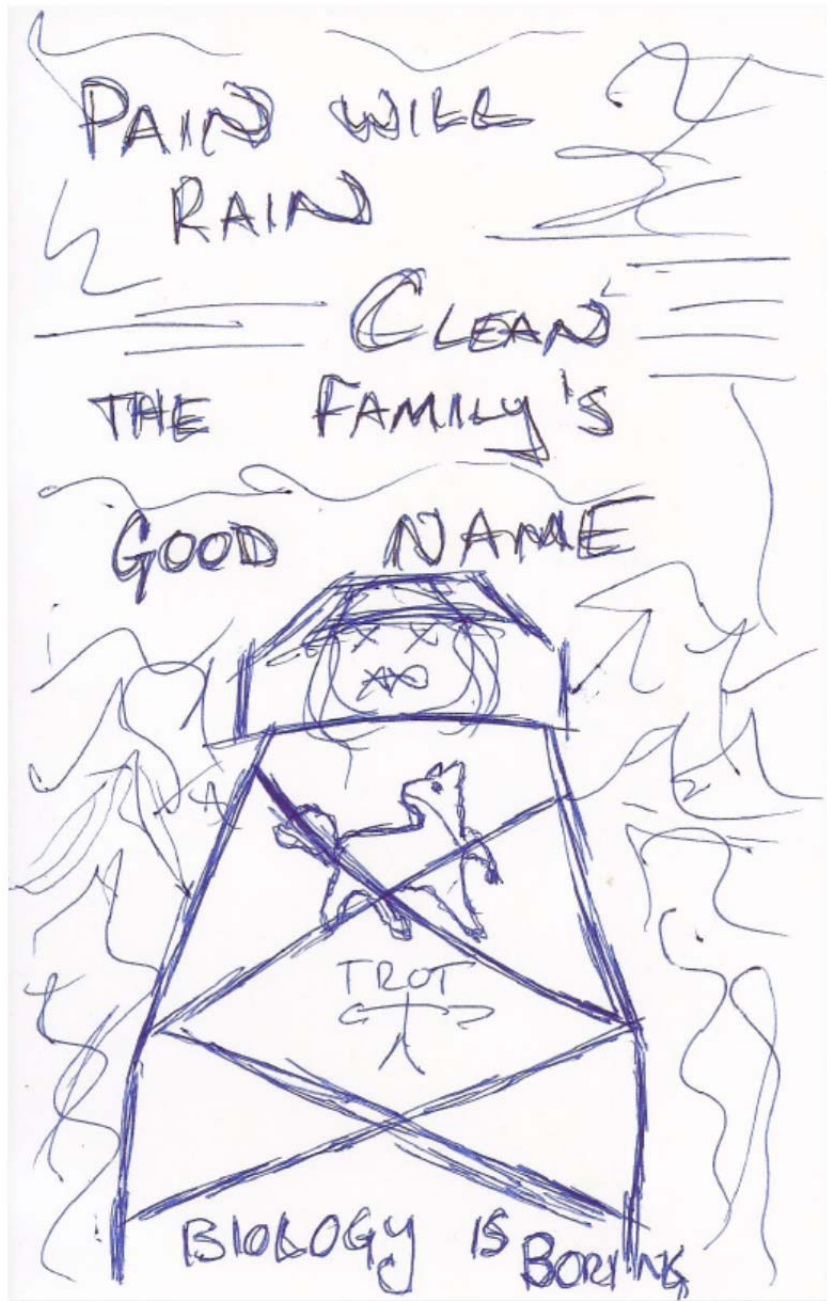


Exhibit 7

Val Coleman

12767 White Road, Chafee, OK 73026

EDUCATION

California Institute of Technology, M.S., Materials Engineering, 1986

Oklahoma State University, B.S. with Honors, Mechanical Engineering, 1984

EXPERIENCE

Shepard, Weir, Coleman

Member, 2010-Present

Aeronautics consultant for all manner of design, litigation, and investigation needs. Consult with patent counsel on intellectual property issues. Design aircraft and model performance in range of circumstances. Prepare applications for airworthiness certifications for manned and unmanned aerial system. Investigate and perform root cause analysis for collisions, crashes, and system failures for manned and unmanned aircraft.

National Transportation Safety Board

Lead Investigator (GS-14), 2005-2010

Investigator Specialist (GS-13), 1998-2005

Investigated and determined cause of crashes, collisions, and system failures, principally in aviation industry. Lead investigation of over a dozen crashes, participated in investigation of over three dozen crashes and collisions as team member. Drafted reports accepted by Board. Presented findings in administrative hearings and court litigation as required.

National Aeronautics and Space Administration

Orbit Vector Analysis Program, 1994-97

Mission Specialist Training, 1992-94

Public Relations Officer, 1986-92, 1997-98

Performed vector analysis and computational modeling for team devoted to determining tracking of orbital refuse and defunct spacecraft. Member of Catastrophic Loss Recovery Group, responsible for modeling recovery trajectories for crew members following system failure. Led tours of Johnson Space Center.

PROFESSIONAL ASSOCIATIONS

National Association of Professional Accident Reconstruction Specialists, 1998-Present

Association for Unmanned Vehicle Systems International, 2012-Present

Scoutmaster, Troop 1903, Last Frontier Council, Boy Scouts of America, 2010-Present

MENSA, Member, 1986-Present

Exhibit 8

Cpt. Emory Wagstaff, U.S. Army (Ret.)

1961 Gagarin Way, Scranton, PA 18501

EDUCATION

Pennsylvania State University, M.S., Aeronautical Engineering, 2001

United States Military Academy, B.S., Aeronautical Engineering with High Honors, 1986

Zeta Iota Pi Honor Society

Distinguished Cadet

Cadet Honor Committee

Semester study at United States Air Force Academy, 1985-86

EMPLOYMENT EXPERIENCE

Wagstaff Consultants, President, 2012-Present

Serve as aeronautics consultant for small and medium sized businesses. Specialist in all aspects of unmanned aerial vehicle design, testing, and control systems. Have worked with companies as large as Fortune 500 and as small as individual hobbyists in designing, testing, and improving unmanned aerial systems. Testify in judicial, legislative, and administrative bodies regarding all aspects of unmanned aerial system use. Holder of seven United States patents for unmanned aerial systems and components.

Wagstaff Unmanned Systems, Unlimited, President, 2010-2012

Exclusive consultant for Amazon.com and affiliated entities regarding unmanned aerial system design, testing, and performance. Designed and administered test facility for fixed wing and roto-drone systems. Met with regulators regarding Amazon systems.

United States Army, 1990-2010

Active duty service in United States Army Aviation. Twelve years' experience piloting OH-58 Kiowa in combat and non-combat situations. Four years assigned to Pentagon, serving as design lead for RQ-11 Raven reconnaissance drone. Four years implementation and training officer, Raven deployment program. Guest lecturer at Army War College. Several instructional billets. Achieved rank of Lt. Col. Multiple awards and recognitions, including but not limited to:

Army Commendation Medal

Joint Service Commendation Medal

Afghanistan Campaign Medal

Meritorious Unit Commendation

Global War on Terrorism Expeditionary Medal

PROFESSIONAL ASSOCIATIONS

Drone Pilots' Association

Helicopter Association International

Project 22 (Chapter President)

AI DuPont Children's Hospital Foundation (Fundraising Chair)

OTHER RELEVANT EXPERIENCE

Testimony – House Armed Services Committee, United States Congress

Testimony – Federal Aviation Administration, Select Panel on Unmanned Aerial Systems

Exhibit 9

ADDENDUM 1: Rider Regarding Use of Unmanned Aerial Vehicle(s)

THIS document is a modification of the General Liability Insurance Policy between Lilienthal Insurance Company (“Insurer”) and Natural Habitat Preserve (“Insured”) dated June 8, 1980 (the “Policy”) and renewed from time to time thereafter. This rider shall be effective from the date of execution until the termination of the Policy or the express termination of this Rider, whichever occurs first.

Scope and Premium

The Policy is modified to include within the scope of coverage and the duty of indemnification those negligent or unreasonable acts by Insured, its agents, officers, and employees that occur during or in connection with the use of an Unmanned Aerial System (“UAS”). Insured shall pay an additional \$5750 at the time of the execution of this Rider, bringing its total payment for the Policy to \$12,320 annually.

Conditions of Purchase and Use

Insured agrees, as independent material conditions of this Rider and of the Policy, to the following conditions, understanding that the breach of these conditions will render this Rider void and shall relieve Insurer from any obligation to indemnify Insured:

1. Insured shall only use a UAS obtained from a competent commercial manufacturer.
2. Insured shall obtain from the manufacturer a certification that the UAS is airworthy in the condition sold and shall obtain all customary warranties from the manufacturer.
3. No material modification shall be made to the UAS after its purchase.
4. Insured shall only use the UAS during the regular course of Preserve business and for purposes consistent with the Preserve’s mission, including educational purposes, conservation purposes, creation of media relevant to the same, and fundraising.
5. The Preserve shall comply with all Federal Aviation Administration (“FAA”) regulations which may be passed governing UAS use.
6. Until and unless FAA guidance is formalized, the Preserve shall abide by proposed FAA guidance in the following respects:
 - The Preserve shall not fly the UAS outside of the Preserve’s property
 - The Preserve shall not fly the UAS directly over any individual, including but not limited to Preserve employees, officers, visitors, or guests
 - The Preserve shall not fly the UAS in any restricted airspace, including but not limited to near airports, above sports stadia, or near any security designated environment, including any event at the Preserve designated as such.
 - The flying component of the UAS shall not weigh more than 55 lbs.

- The UAS shall regularly be flown at altitudes of less than 500 ft.
- 7. The UAS shall under no circumstances be flown at altitudes of more than 5000 ft.
- 8. The UAS operator shall remain in visual range of the UAS, with a clear line of sight. The UAS operator may use a mounted camera system to guide flight but may not rely exclusively on that camera system in piloting the UAS.

Qualifications of the Operator

Consistent with FAA rules and regulations, and subject to change should such regulations change in accordance with Condition of Use number 5, above, the parties expressly agree that the operator of the UAS need not be a licensed pilot. Rather, any individual may use the UAS system who:

1. Has taken an operator course relating to UAS systems;
2. Has read and understood all operating manuals relating to the UAS system; AND
3. Is not under the influence of drugs, alcohol, or mind-altering substances of any kind.

Full Statement

The following represent the entire terms of the Rider relating to UAS use. No other promises, covenants, or representations have been made between the parties.

In witness hereof, we affix our signatures:

Hugo Junkers
Hugo Junkers
Underwriter
Lilienthal Insurance Co.

Quincy Wright
Quincy Wright
Chair, Board of Trustees
Natural Habitat Preserve

Exhibit 10

Steven Yeager
29 Dequoguoha Drive
Wisawe, Pennsylvania 19872

March 28, 2014

Lilienthal Insurance
123 Assicurazione Drive
Pittsburgh, PA 15121

To Whom It May Concern:

My name is Steven Yeager and I am writing to you inform you about the unauthorized use of a drone by the Natural Habitat Preserve staff – an entity you insure. I feel it is important to call to your attention that the Preserve's staff used a drone while my club – the Wisawe Hunt Club was on the property. This action put our members at risk of injury or worse. It is my understanding that the drone should not be used in close proximity to the public.

For decades, our club has had an agreement with the Preserve to hunt on the property twice annually. Although we acknowledge that our members are restricted from accessing any portion of the Preserve that is "closed for maintenance," we are permitted to hunt on the rest of the Preserve. In my opinion, closing off a section for two years is anything but temporary. However, their violation of our agreement is not a matter for you as the insurer. I merely relate this information as it demonstrates the tension that exists between our organizations and why the actions of the Preserve are to be viewed as antagonistic. During our hunts, the Preserve is closed to the public, but many of our members are present. None of our members expect for our activities to be hampered by a difficult-to-control and obnoxiously loud unmanned aircraft.

This unfortunate violation of both FAA rules and your insurance policy occurred on March 22, 2014, during one of our scheduled hunts. A group of us accidentally approached a restricted area – but remained where we were permitted to hunt. Out of nowhere, Stacey Earhart maliciously flew the Preserve's drone right through our group. Ms. Earhart's actions were clearly intentional and resulted in us not being able to capture the fox we were chasing. The hounds were clearly scared of device, as we were! No foxes were taken that day, one of only a few times in our over 100 year old history that this has happened. The clear X-factor here is the drone and its operator.

When I confronted Ms./Mr. Earhart about her/his actions, s/he callously looked at me and said "It's not my problem that technology is on the side of mother nature this time". Clearly, Ms./Mr. Earhart has no regard for any rules imposed by her/his own Board or by your insurance company. I hope that based on her/his conduct, you will take the appropriate action, get rid of this radical environmentalist, and make the skies safe!

Thank you in advance for your consideration,

Sincerely,

Stevey Yeager

Steven Yeager
Wisawe Hunt Club Member

cc. Quincy Wright

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An Interview: The Zeitgeist of Conservation – Stacey Earhart

By: M. Kaplan

Today JAF sat down with the Elon Musk of natural conservation – Stacey Earhart. Stacey, as we all know, took a few minutes of internet fame and turned it into a career. Today, s/he is regarded as a pioneer, as a visionary, as someone who is taking conservation to new and great heights. Many in our industry feel that Stacey will be written about for decades to come. Hand in hand with the Natural Habitat Preserve in Wisawa, Pennsylvania, we are witness to the future that is unfolding!

JAF: What made you first think of the idea to restore land to its natural habitat?

SE: It actually started when I was at Berkeley. I was a bit of an angry person back then. My idealism got the best of me and I wanted to get to the purest form of nature possible. To me, that meant removing man from the equation.

JAF: But, mankind is the key to preservation – can you explain this concept further?

SE: You are 100% correct. I was wrong then – humans have already done the damage. It is our purpose and responsibility to reverse the curse and undo the centuries of harm we have caused. What folks like Beryl Markham did was the start. I am just picking up her work. It is a social awakening.

JAF: How is it going so far?

SE: Well, we are nearing the end of phase 1 and by all estimations we have restored approximately 85% of a 500 acre parcel to its natural form.

JAF: That is amazing! What techniques are you using?

SE: We are actually focusing working the ecosystem from the ground up. We remove non-native plants and replacing them with native species. We introduce carefully chosen insect species drawn from the Entomology lab at Kalmia University, and those natural insects flourish, attracting predator species. The ecosystem builds from there.

JAF: How are you monitoring your progress?



Earhart's Favorite Flier

SE: This is best part about living in the 21st century. In combination with on the ground monitoring, we are actually using drones to survey and record the progress. The drone can pass over the grounds and, because it's a helicopter-based system, it can hover and allow us to zoom in on particular areas without actually going in ourselves, which could contaminate it with non-native species. We are aiming to create a documentary that really shows the progress we are making. I love using the drone. The images are breathtaking and it really keeps the pests away.



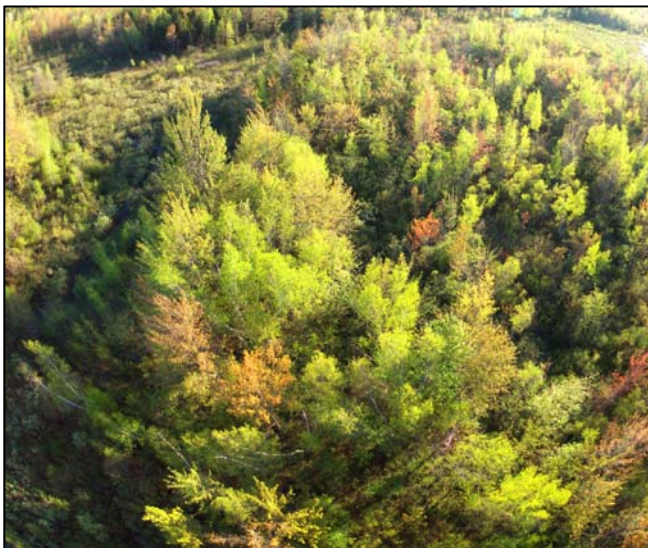
Earhart's "Cockpit"

JAF: That is pretty cool. What do you mean by pests?

SE: Uh, the non-native species. It helps us really monitor problem areas and make corrections on the fly so to speak.

JAF: We all know that you are heralded nationally for your efforts, what has the reaction been from the local community?

SE: The buy-in from the schools in the area have been tremendous. Initially, as everyone knows I had some issues with the local Hunt Club. But, I must admit, I have learned more from the local community than I have probably taught them. You remember what I was saying about youthful idealism?



An Example of the Results
Photo Credit: Natural Habitat Preserve

JAF: Yes, you said you were a fool. (laugh)

SE: Right, well that youthful idealism has been replaced with adult realism. I now understand that the community is part of the land. The Preserve is there to keep an area for the public to enjoy. I know it brought me fame, but I was wrong to lambast that Hunt Club. They have a right to the land as well as the great PawPaw does. I am not saying I condone hunting foxes – but I am saying that I condone mankind's enjoyment of the land.

JAF: So, in your new world view, what does the future hold?

SE: I want the Preserve to return to its former state before foreign interference, but appreciate that the people who have always used it can never be treated as foreigners.