

FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

DYLAN VELLA, an individual, by
and through her Conservator, John
Vella Sr.; KRISTI CAMERON
TOVAR, an individual,

Plaintiffs - Appellants,

v.

MACD HELICOPTERS, INC., an
Arizona Corporation;
ASTRONAUTICS CORPORATION
OF AMERICA, a Wisconsin
Corporation; THE BOEING
COMPANY, a Delaware corporation,

Defendants - Appellees.

No. 25-2722

D.C. No.
8:24-cv-00620-
JVS-ADS

OPINION

RJ GARWOOD,

Plaintiff - Appellant,

v.

MACD HELICOPTERS, INC., an
Arizona Corporation;
ASTRONAUTICS CORPORATION

No. 25-2803

D.C. No.
8:24-cv-00612-
JVS-ADS

OF AMERICA, a Wisconsin
Corporation; THE BOEING
COMPANY, a Delaware corporation,

Defendants - Appellees.

Appeal from the United States District Court
for the Central District of California
James V. Selna, District Judge, Presiding

Argued and Submitted May 21, 2026
Pasadena, California

Filed September 9, 2026

Before: Kenneth K. Lee, Patrick J. Bumatay, and Jennifer
Sung, Circuit Judges.

Opinion by Judge Lee

SUMMARY*

General Aviation Revitalization Act

The panel affirmed the district court's order dismissing, as barred by the General Aviation Revitalization Act's statute of repose, plaintiffs' diversity action asserting claims arising after a helicopter owned and operated by the

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

Huntington Beach Police Department and manufactured by The Boeing Company crashed.

The General Aviation Revitalization Act's statute of repose bars lawsuits against manufacturers of "general aviation aircraft" 18 years after they were built.

The panel held that the district court correctly applied the statute of repose to dismiss the lawsuit. The General Aviation Revitalization Act's definition of the term "general aviation aircraft" covers government-owned aircraft and therefore applies to the Huntington Beach Police helicopter. The panel rejected plaintiffs' argument that the Federal Aviation Act's definition of "public aircraft" was imported into the General Aviation Revitalization Act. Accordingly, the panel affirmed the district court's dismissal.

COUNSEL

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OPINION

LEE, Circuit Judge:

We begin and end with the statutory text in this appeal. The General Aviation Revitalization Act (GARA) imposes a statute of repose that bars lawsuits against manufacturers of “general aviation aircraft” 18 years after they were built. Pub. L. No. 103–298, 108 Stat. 1552 (1994) (codified as 49 U.S.C. § 40101 note). The statute defines “general aviation aircraft” based on three specific requirements—and that statutory definition covers the Huntington Beach police helicopter at issue that tragically crashed into the ocean.

The plaintiffs, however, rely on dictionary definitions, industry terms, and legislative history to argue that GARA exempts “public aircraft” (*i.e.*, aircraft owned or operated by the government). But we need not consult them where, as here, the statute defines the term. Nor can we incorporate the definition of “public aircraft” from another statute into GARA when both the text and context indicate otherwise.

We must interpret the law as written by Congress. We thus affirm the district court’s dismissal and hold that GARA’s 18-year statute of repose does not have a “public aircraft” exception.

BACKGROUND

A. Facts

In 2022, a helicopter owned and operated by the Huntington Beach Police Department crashed into the water near Newport Beach. 2-ER-263. Tactical Flight Officer Nicholas Vella died in the accident, and Officer RJ Garwood suffered serious injuries. *Id.* The plaintiffs allege that the

crash was caused by a defect in a stability augmentation system that led to a loss of control. *Id.*

The helicopter (model MD520N) was manufactured by Boeing and had five seats. 2-ER-235, 263; SER-46 at n.2, 50 n.4, 59–64. The Federal Aviation Administration (FAA) issued a type certificate¹ to Boeing for the model MD500N series (which includes MD520N) in 1991. 2-ER-215, 235. Boeing manufactured the helicopter at issue in 1998, 2-ER-288–289, and the FAA issued an airworthiness certificate² for it that same year, 3-ER-399–400, 444; SER-46 at n.2, 47, 59–64. Also in 1998, Boeing delivered the helicopter to the Huntington Beach Police Department. 2-ER-112, 295, 309. When Boeing sold its helicopter division to MacD Helicopters in 1999, Boeing transferred the helicopter’s type certificate to MacD. 2-ER-289.

B. Procedural History

The plaintiffs sued in California state court, asserting claims for strict products liability, breach of warranties, and negligence. 4-ER-664–683. The lawsuit was then removed to federal court based on diversity jurisdiction. 4-ER-661–

¹ A type certificate is issued by the FAA for certain models of aircraft with certified designs. 49 U.S.C. § 44704(a)(1). A type certificate is issued by the FAA when the FAA Administrator “finds that the aircraft” model was “properly designed and manufactured, performs properly, and meets the regulations and minimum [safety] standards prescribed under [49 U.S.C. § 44701(a)].” *Id.*

² An airworthiness certificate is aircraft specific and is issued upon the FAA Administrator’s “find[ing] that [a specific] aircraft conforms to its type certificate and, after inspection, is in condition for safe operation.” 49 U.S.C. § 44704(d)(1). An aircraft must have a type certification before receiving an airworthiness certificate. FAA, *Certification*, <https://perma.cc/G36H-Y5XQ> (last updated Sept. 12, 2024).

663. Boeing moved to dismiss, arguing that the claims were barred by GARA's 18-year statute of repose because (1) the subject helicopter qualified as a "general aviation aircraft" under GARA; and (2) the accident happened nearly 25 years after Boeing delivered the helicopter. 3-ER-547–599. MacD later moved for judgment on the pleadings, making the same arguments as Boeing. SER-65–85. The plaintiffs responded that GARA does not apply to a "public aircraft," as that term is defined in the Federal Aviation Act (FAAct). 3-ER-343–363, 377–395.

The district court ruled that GARA's text includes no "public aircraft" exception and granted both motions. 1-ER-44–57. The plaintiffs moved to certify for interlocutory appeal. 2-ER-64–68. The district court granted the motion and stayed the case pending this appeal. *Id.* We granted the plaintiffs' petition for interlocutory review, and this timely appeal followed. 4-ER-684.

ANALYSIS

I. The district court correctly applied GARA's statute of repose to dismiss the lawsuit.

When interpreting a statute, "the plain meaning" of the text "governs." *Wards Cove Packing Corp. v. Nat'l Marine Fisheries Serv.*, 307 F.3d 1214, 1219 (9th Cir. 2002). "[I]f the language of a statute is clear, we look no further than that language in determining the statute's meaning." *Or. Nat. Res. Council, Inc. v. Kantor*, 99 F.3d 334, 339 (9th Cir. 1996) (citation omitted). *See also Barnhart v. Sigmon Coal Co.*, 534 U.S. 438, 450 (2002) ("[I]f the statutory language is unambiguous," then "[t]he inquiry ceases" (quotations omitted)).

A. GARA’s definition of “general aviation aircraft” applies to the Huntington Beach Police helicopter.

Through its statute of repose, GARA limits liability exposure to manufacturers of “general aviation aircraft” by barring all lawsuits 18 years after their manufacture. *Est. of Kennedy v. Bell Helicopter Textron, Inc.*, 283 F.3d 1107, 1109 (9th Cir. 2002).³ GARA’s statute of repose does not distinguish between civil and public aircraft (*i.e.*, aircraft used or owned by private citizens versus those used or owned by the government). Its text also does not exclude public aircraft from the scope of its purview, let alone use terms such as “public” or “civil.” Rather, GARA defines “general aviation aircraft” based on three specific requirements:

(c) GENERAL AVIATION AIRCRAFT DEFINED.—For the purposes of this Act, the term “general aviation aircraft” means any aircraft for [1] which a type certificate or an airworthiness certificate has been issued by the Administrator of the Federal Aviation Administration, [2] which, at the time such

³ A statute of repose is like a statute of limitations, but it is stricter and more rigid because defenses (such as tolling or discovery) do not apply. The relevant statute of repose provision in Section 2(a) of GARA states that “no civil action for damages for death or injury to persons or damage to property arising out of an accident involving a general aviation aircraft may be brought against the manufacturer of the aircraft . . . if the accident occurred (1) after the applicable limitation period beginning on—(A) the date of delivery of the aircraft to its first purchaser or lessee, if delivered directly from the manufacturer; or (B) the date of first delivery of the aircraft to a person engaged in the business of selling or leasing such aircraft.” Pub. L. No. 103–298, 108 Stat. 1552.

certificate was originally issued, had a maximum seating capacity of fewer than 20 passengers, [3] and which was not, at the time of the accident, engaged in scheduled passenger-carrying operations as defined under regulations in effect under the Federal Aviation Act of 1958 (49 U.S.C. App. 1301 et seq.) at the time of the accident.

Pub. L. No. 103–298, 108 Stat. 1552 (§ 2(c)).

The Huntington Beach Police helicopter falls under GARA’s umbrella because it meets the definition of “general aviation aircraft.” *Id.* § 2(c). Indeed, the plaintiffs do not dispute that the helicopter met all three requirements under the statutory definition: It (1) was “type” and/or “airworthiness” certified; (2) had a seating capacity of five passengers [*i.e.*, “fewer than 20 passengers”]; and (3) was not engaged in FAA-defined “passenger-carrying operations.” *Id.* 2-ER-288–289, 3-ER-399–400, 444; SER-46 at n.2, 47, 59–64; 2-ER-235, 263.

Despite this plain statutory text, the plaintiffs argue that “general aviation aircraft” is commonly understood to exclude a “public aircraft.” Op. Br. at 14. They reference several definitions of “general aviation aircraft” from dictionaries and industry publications. *Id.* at 14–16. This argument would have more force if GARA had not defined “general aviation aircraft.” But GARA expressly defines “general aircraft aviation” based on three elements. *See Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 384 (1992) (applying the “commonplace of statutory construction that the specific governs the general”). By asking us to rely on dictionary and industry definitions instead of the express statutory definition, the plaintiffs

essentially ask us to override the statutory language. That we cannot do. “When ‘a statute includes an explicit definition’ of a term, ‘we must follow that definition, even if it varies from a term’s ordinary meaning.’” *Van Buren v. United States*, 593 U.S. 374, 387 (2021) (quoting *Tanzin v. Tanvir*, 592 U.S. 43, 47 (2020)).

Because there is no ambiguity about whether a “general aviation aircraft” covers government-owned aircraft, “[t]he inquiry ceases,” *Barnhart*, 534 U.S. at 450, and the “the plain meaning . . . governs,” *Wards Cove Packing Corp.*, 307 F.3d at 1219. *See Lamie v. U.S. Tr.*, 540 U.S. 526, 534 (2004) (“[W]hen the statute’s language is plain, the sole function of the courts . . . is to enforce it according to its terms.” (citation omitted)).⁴ And under the plain meaning of the statutory text,

⁴ The plaintiffs also argue, assuming GARA is ambiguous, that GARA’s legislative history reveals Congress’s intent to exclude public aircraft from GARA’s reach. But because the statute unambiguously defines “general aviation aircraft” without excluding public aircraft, we need not address the legislative history. *See, e.g., In re Kelly*, 841 F.2d 908, 912 (9th Cir. 1988) (“[R]esort to legislative history is not appropriate” where “the statutory language is clear and precisely addresses th[e] situation.”). In any event, the legislative history does not clearly show that Congress intended “public aircraft” to be excluded from GARA. The sources cited by the plaintiffs are not persuasive because they do not directly address the issue here. *See Dawavendewa v. Salt River Project Agr. Improvement & Power Dist.*, 154 F.3d 1117, 1122 n.10 (9th Cir. 1998) (legislative history is “inconclusive” if it consists of “general language” that does not directly address the specific issue). And the only directly relevant statement in the legislative history undermines their argument: Senator Kassebaum referred to “general aviation [as] invaluable for life-saving medical evacuations, police and customs surveillance, agricultural application, and the training of future pilots.” 140 Cong. Rec. S21332-21333 (daily ed. Sept. 14, 1993) (statement of Sen. Kassebaum).

the Huntington Beach Police helicopter qualifies as “general aviation aircraft” subject to GARA’s statute of repose.

B. GARA does not incorporate the FAA’s definition of “public aircraft.”

The plaintiffs alternatively argue that the FAA’s definition of “public aircraft” is imported into GARA. Op. Br. at 16. They contend that because GARA was enacted as a Note to the FAA, it “directly incorporat[es] it into [the FAA].” *Id.* at 17. And because the FAA defines “public aircraft” and has a provision stating that definitions apply “in this part,” the plaintiffs contend that the FAA’s definition also applies to GARA. *Id.* (citing 49 U.S.C. § 40102(a)). They further argue that GARA’s incorporation of several provisions from the FAA shows that Congress intended the entire FAA to be incorporated. *Id.*

These points are unconvincing for three reasons. First, the plaintiffs point to no authority holding that the codified statutory text is automatically incorporated into a Note of that U.S. Code. In any event, GARA and the FAA are each titled “Act,” suggesting they are separate statutory provisions.

Second, GARA expressly incorporates only certain terms from the FAA, underscoring that not all FAA terms apply to GARA. Pub. L. No. 103–298, 108 Stat. 1552 (§§ 3(2), (4)) (incorporating definitions of “airworthiness certificate” and “type certificate” from the FAA). It would have been pointless for GARA to expressly incorporate several specific terms from the FAA if all terms from the FAA would already be impliedly incorporated. And because Congress decided to import only some terms from the FAA into GARA, we assume that Congress did not import the others, including the definition of “public

aircraft.” *Or. Nat. Res. Council, Inc.*, 99 F.3d at 339 (“Congress is presumed to act intentionally and purposely when it includes language in one section but omits it in another.” (quotations omitted)).

The plaintiffs respond that not incorporating the FAA’s definitions would lead to absurdities because some terms would be left undefined. *Op. Br.* at 46–47. But an undefined term simply leaves a gap to be filled using the standard tools of statutory interpretation. Such a gap is not an “absurd result” that we avoid “whenever possible.” *United States v. Cabaccang*, 332 F.3d 622, 631 (9th Cir. 2003) (citation modified). Absurd results are, for example, “arbitrary” or have no “articulable legislative purpose.” *United States v. Wilson*, 503 U.S. 329, 334 (1992); *Cabaccang*, 332 F.3d at 631.

Third, the vastly different nature of the two laws confirms that the FAA is not incorporated into GARA. As reflected by its language and scope, the FAA is a broad statute intended to regulate *civil* air transportation. *See Montalvo v. Spirit Airlines*, 508 F.3d 464, 471–72 (9th Cir. 2007). To that end, it carved out “public aircraft” operated by the military, the federal government, and state and local governments. 49 U.S.C. § 40102(41)(A)–(E). So, for example, the FAA imposes insurance, registration, and security screening requirements for civilian air travel, but it does not do so for “public aircraft” operated by the government. *See id.* §§ 41112, 44101–04, 44901–03. The FAA’s exclusion of “public aircraft” thus reflects the statutory focus on civilian air travel.

GARA, on the other hand, is different and far narrower. As the plaintiffs point out, the statute protects manufacturers that make small aircraft because Congress wanted to

encourage such manufacturing. *See* Op. Br. at 21. *See Lyon v. Agusta S.P.A.*, 252 F.3d 1078, 1084 (9th Cir. 2001) (“It is apparent that [in enacting GARA] Congress was deeply concerned about the enormous product liability costs that our tort system had imposed upon manufacturers of general aviation aircraft.”); *see also U.S. Aviation Underwriters Inc. v. Nabtesco Corp.*, 697 F.3d 1092, 1097 (9th Cir. 2012) (explaining that Congress intended GARA to apply equally “to the manufacturers of general aviation aircraft as to the manufacturers of the parts therein, used or new.”).

GARA’s application to all “general aviation aircraft” makes sense in the context of the aircraft manufacturing industry. Helicopters like the one at issue—unlike military aircraft built per U.S. government specifications—can be used by both private parties and state and local governments alike. In other words, manufacturers typically do not know whether the aircraft they design will eventually be used for a “public” or “civil” purpose—manufacturers simply make certain models of aircraft, some of which are then bought by states and localities. *See* SER-50 n.4 (District Court Order Granting Motion to Dismiss) (noting that “MacD disputed Plaintiffs suggestion that the [helicopter] was ‘exclusively built for’ use by a public entity”). Given this reality, it would make little sense to shield liability only for civil aircraft and then subject companies to liability if the same type of aircraft owned by the government crashes.

The plaintiffs respond that, if we do not recognize a “public aircraft exception,” then GARA would shield Blackhawk helicopters and other military aircraft because military aircraft can meet GARA’s certificate requirements. Not so. The definition of “general aviation aircraft” specifically requires “type” or “airworthiness” certificates, which generally would exclude military aircraft

since they seldom require such certificates. Oral Argument Video at 22:15-22:21, *Vella, et al. v. MacD Helicopters, Inc., et al.*, No. 25-2722 (9th Cir. argued May 21, 2026), available at <https://www.ca9.uscourts.gov/cases/streams-videos/archive?case=25-2722&hearingDate=2026-05-21>; *see id.* 23:30-23:45; 8:38-8:45.

It is true that some military aircraft could be converted to civilian use, but then they would have to obtain “airworthiness” certificates. *See Est. of Kennedy*, 283 F.3d at 1111–12 (helicopter at issue was first delivered to the Navy without a certification but was later sold as military surplus and then received type and airworthiness certificates). Those converted aircraft would then be covered by GARA, assuming they meet GARA’s other requirements for “general aviation aircraft.” And thus, the plaintiffs’ hypothetical of incongruous results will likely never come to pass.

C. *Kennedy* and *Jones* do not hold that GARA excludes “public aircraft.”

Finally, the plaintiffs contend that *Estate of Kennedy* supports their position. But they overread that case. *Kennedy* did not directly address whether public aircraft are covered by GARA. The key issue in *Kennedy* was which event—delivery or certification—triggers the GARA repose period. *Id.* at 1112. The helicopter at the center of the dispute was at first delivered to the Navy but was later certified and converted for civilian use. *Id.* at 1111–12. The manufacturer contended that GARA’s clock started running upon delivery to the Navy, but the plaintiffs argued that it did not start running until it was later type certified. *Id.* The court reasoned that because GARA’s plain language only refers to delivery of the “aircraft” and not the “general aviation

aircraft,” the clock starts running at delivery of the aircraft, no matter if it can be considered “general aviation aircraft” at that time. *Id.* at 1112. Thus, *Kennedy*’s holding did not hinge on the distinction between “public” and “civil” aircraft. Based on GARA’s text, the opinion simply recognized that a certification was needed by the time of the crash, but nowhere did it state that being a “public aircraft” and maintaining a certification were mutually exclusive. *See id.* at 1111–12.

The plaintiffs highlight snippets of language in *Kennedy* that they argue show that the court “drew a clear line between ‘general aviation aircraft’ and ‘public aircraft.’” Op. Br. at 35; *Est. of Kennedy*, 283 F.3d at 1112 (“Because the helicopter began its service as a military aircraft, it was not at that time a general aviation aircraft, but rather a ‘public aircraft’ . . . As such, the helicopter was not required to have either a type certificate or an airworthiness certificate.”); *id.* (“The plain language of GARA . . . supports [the] position that the limitations period is triggered by the initial delivery of the aircraft, even if the aircraft cannot be considered a general aviation aircraft at that time.”).

These stray phrases do not do as much work as the plaintiffs hope for two reasons. First, as discussed above, the issue before the court was not whether GARA covers public aircraft. This matters because we do not read an opinion like a statute and parse each single word; rather, we look at the overall context of the opinion in light of the facts. *See Upper Skagit Indian Tribe v. Sauk-Suiattle Indian Tribe*, 66 F.4th 766, 770 (9th Cir. 2023) (“[A] court reads the language of [a judicial] decision in the context of the decision as a whole and the entire record.”). The overall context of the opinion shows that the references to public aircraft could simply be interpreted as the court explaining the reason why the

aircraft did not initially have a certification rather than drawing a strict line. Second, stray language in an opinion is not binding. *See Best Life Assurance Co. of Cal. v. Comm'r. of Internal Revenue*, 281 F.3d 828, 833 (9th Cir. 2002) (concluding that language in an opinion was “not a holding of the case,” and thus not a binding proposition (citation omitted)).

Jones v. Goodrich Pump & Engine Control Systems, Inc., a Second Circuit case, also does not help the plaintiffs. 86 F.4th 1010 (2d Cir. 2023). Like *Kennedy*, the court in *Jones* did not address the question here. The *Jones* decision dealt with whether Congress intended for military aircraft to fall within the FAA’s preempted “field of air safety.” *Id.* at 1017. The court held that it did not. It reasoned that the FAA excluded “public aircraft,” which was defined to include military aircraft, and thus Congress did not intend military aircraft to fall within the FAA’s preempted field. *Id.* at 1017–18; *see* 49 U.S.C. § 40102(a)(41)(E) (defining public aircraft to be “[a]n aircraft owned or operated by the armed forces”).

This out-of-circuit case does not support the plaintiffs’ position. This case interprets the FAA’s reach and, as discussed above, the FAA was not fully incorporated into GARA. The key issue was preemption, which “calls for an assessment of congressional intent.” *Jones*, 86 F.4th at 1017. The analysis here, on the other hand, requires plain-meaning statutory interpretation with no inquiry into congressional intent.

The plaintiffs argue that GARA’s statute of repose resembles the preemption of state law claims. They explain that “private parties cannot contract around federal law or expand its scope beyond what Congress intended, in line

with the reasoning of *Jones*.” Op. Br. at 19. They appear to argue that it is an unlawful loophole to transform “public aircraft” into “general aviation aircraft” simply by getting the aircraft certified because that would effectively “contract around federal law or expand its scope.” *Id.*

This argument is unpersuasive. At base, it implies that only aircraft that are *legally required* to be certified can be covered by GARA. But, as highlighted, the plain text of GARA does not have that prerequisite. The statute simply requires that the aircraft have a type or airworthiness certificate. Pub. L. No. 103–298, 108 Stat. 1552 § 2(c) (defining “general aviation aircraft” as (among other things) “any aircraft for which a type certificate or an airworthiness certificate has been issued”).

In sum, neither *Kennedy* nor *Jones* mandate the plaintiffs’ interpretation of GARA.

CONCLUSION

We **AFFIRM** the district court’s grant of the motion to dismiss.