1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 21 22 23 24	Ronald L.M. Goldman, Esq. (State Bar #33422) A. Ilyas Akbari, Esq. (State Bar #228051) BAUM HEDLUND ARISTEI & GOLDMAN, P.C. 12100 Wilshire Boulevard., Suite 950 Los Angeles, California 90025-7114 Telephone: (310) 207-3233 Facsimile: (310) 820-7444 Attorneys for Plaintiff SUPERIOR COURT OF THE COUNTY OF LC DIANA CATALINA CABRERA, Individually as Surviving Daughter to JOSE RICARDO CABRERA (also known as JUAN PABLO SAENZ), Deceased, on behalf of the heirs of JOSE RICARDO CABRERA; MIRYAN WILMA CABRERA (also known as MONICA ALEXANDRA SAENZ), Surviving Wife; RICARDO ANDRES CABRERA, Surviving Son; WILMA ALEXANDRA CABRERA, Surviving Daughter; and CINDY JOHANNA CABRERA, Surviving Daughter, and DIANA MARIA GOMEZ, Individually as Surviving Wife to JUAN PABLO GAVIRIA ARISTIZABAL; JUAN PABLO GAVIRIA ARISTIZABAL; JUAN PABLO GAVIRIA TREJOS, Surviving Son; and SYLVANA GAVIRIA, Surviving Daughter, Plaintiffs,	
25	v	
26	ROBINSON HELICOPTER COMPANY, INC.,	
27	a corporation, ROLLS-ROYCE ) CORPORATION, a corporation, ROLLS-	
28	ROYCE NORTH AMERICA, INC., a corporation, ROLLS-ROYCE HOLDINGS	
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	I Complaint for Wrongf	UL DEATH DAMAGES

Ronald L.M. Goldman, Esq. (State Bar #33422) A. Ilyas Akbari, Esq. (State Bar #228051) BAUM HEDLUND ARISTEI & GOLDMAN, P.C. 12100 Wilshire Boulevard., Suite 950 Los Angeles, California 90025-7114										
Telephone: (310) 207-3233 Facsimile: (310) 820-7444										
Attorneys for Plaintiff										
SUPERIOR COURT OF THE	STATE OF CALIFORNIA									
COUNTY OF LOS ANGELES										
DIANA CATALINA CABRERA, Individually ) as Surviving Daughter to JOSE RICARDO	CASE NO. BC 514477									
CABRERA (also known as JUAN PABLO) SAENZ), Deceased, on behalf of the heirs of	COMPLAINT FOR DAMAGES FO									
JOSE RICARDO CABRERA; MIRYAN ) WILMA CABRERA (also known as MONICA )	WRONGFUL DEATH FOR BREACH OF WARRANTIES;									
ALEXANDRA SAENZ), Surviving Wife;	STRICT PRODUCTS LIABILITY; AND NEGLIGENCE									
RICARDO ANDRES CABRERA, Surviving () Son; WILMA ALEXANDRA CABRERA, ()	JURY TRIAL DEMANDED									
Surviving Daughter; and CINDY JOHANNA ) CABRERA, Surviving Daughter, )										
and										
DIANA MARIA GOMEZ, Individually as										
Surviving Wife to JUAN PABLO GAVIRIA ARISTIZABAL, Deceased, on behalf of the										
heirs of JUAN PABLO GAVIRIA () ARISTIZABAL; JUAN PABLO GAVIRIA ()										
TREJOS, Surviving Son; LUIS FELIPE       )         GAVIRIA, Surviving Son; and SYLVANA       )         CAVIDIA, Surviving Develtor       )										
GAVIRIA, Surviving Daughter,										
Plaintiffs, )										
v. )										
ROBINSON HELICOPTER COMPANY, INC.,         a corporation, ROLLS-ROYCE										
1 COMPLAINT FOR WRONGFU	JL DEATH DAMAGES									

1	CORPORATION, a corporation, ROLLS-										
2	corporation, ROLLS-ROYCE HOLDINGS										
3	PLC, a corporation, HONEYWELL () INTERNATIONAL, INC., a corporation, () HONEYWELL AEPOSPACE a corporation ()										
4	HONEYWELL AEROSPACE, a corporation, ) and DOES 1-100, Inclusive,										
5											
6	Defendants.										
7											
8	COMES NOW the plaintiffs DIANA CATALINA CABRERA, Individually as										
9	Surviving Daughter to JOSE RICARDO CABRERA (aka JUAN PABLO SAENZ), Deceased,										
10	on behalf of the heirs of JOSE RICARDO CABRERA; MIRYAN WILMA CABRERA (also										
11	known as MONICA ALEXANDRA SAENZ), Surviving Wife; RICARDO ANDRES										
12	CABRERA, Surviving Son; WILMA ALEXANDRA CABRERA, Surviving Daughter; and										
13	CINDY JOHANNA CABRERA, Surviving Daughter (collectively, hereinafter the										
14	"CABRERA PLAINTIFFS"), and DIANA MARIA GOMEZ, Individually as Surviving Wife										
15	to JUAN PABLO GAVIRIA ARISTIZABAL, Deceased, on behalf of the heirs of JUAN										
16	PABLO GAVIRIA ARISTIZABAL; JUAN PABLO GAVIRIA TREJOS, Surviving Son;										
17	LUIS FELIPE GAVIRIA, Surviving Son; and SYLVANA GAVIRIA, Surviving Daughter										
18	(collectively, hereinafter the "GAVIRIA PLAINTIFFS"), and for causes of action against the										
19	defendants, and each of them, allege:										
20	GENERAL ALLEGATIONS										
21	1. On July 12, 2011, a Robinson Helicopter R66 helicopter (Federal Aviation										
22	Administration Registration Number N810AG; Serial Number 0021) (hereinafter "N810AG")										
23	experienced mechanical failure and crashed during flight near Flandes, Colombia.										
24	2. Both occupants, JUAN PABLO GAVIRIA ARISTIZABAL (hereinafter										
25	"GAVIRIA") and JOSE RICARDO CABRERA (also known as JUAN PABLO SAENZ)										
26	(hereinafter "CABRERA"), died on the scene after N810AG experienced a mechanical										
27	malfunction and uncontrollable loss of power (hereinafter, GAVIRIA and CABRERA,										
28	collectively, referred to as "DECEDENTS").										
	2 COMPLAINT FOR WRONGFUL DEATH DAMAGES										

1	PARTIES
2	3. Plaintiff DIANA CATALINA CABRERA is the surviving daughter to JOSE
3	RICARDO CABRERA, deceased, and she brings this action in her individual capacity as the
4	surviving daughter of CABRERA and in her representative capacity for the heirs of
5	CABRERA for the use and benefit of all persons entitled to recover for the death of
6	CABRERA, deceased. DIANA CATALINA CABRERA is a United States citizen and resides
7	in the State of California.
8	4. Plaintiff MIRYAN WILMA CABRERA (aka MONICA ALEXANDRA
9	SAENZ) is the sole surviving spouse of CABRERA, and she sues in her individual capacity.
10	MIRYAN WILMA CABRERA is a citizen of the United States.
11	5. Plaintiff RICARDO ANDRES CABRERA is the surviving son of CABRERA,
12	and he sues in his individual capacity. RICARDO ANDRES CABRERA is a citizen of the
13	United States.
14	6. Plaintiff WILMA ALEXANDRA CABRERA is the surviving daughter of
15	CABRERA, and she sues in her individual capacity. WILMA ALEXANDRA CABRERA is a
16	citizen of the United States.
17	7. Plaintiff CINDY JOHANNA CABRERA is the surviving daughter of
18	CABRERA, and she sues in her individual capacity. CINDY JOHANNA CABRERA is a
19	United States citizen and resides in the State of California.
20	8. Plaintiff DIANA MARIA GOMEZ is the sole surviving spouse to JUAN
21	PABLO GAVIRIA ARISTIZABAL, deceased, and she brings this action in her individual
22	capacity as surviving wife and her representative capacity for the heirs of GAVIRIA for the use
23	and benefit of all persons entitled to recover for the death of GAVIRIA, deceased.
24	9. Plaintiff JUAN PABLO GAVIRIA TREJOS is the surviving son of GAVIRIA,
25	deceased, and he sues in his individual capacity.
26	10. Plaintiff LUIS FELIPE GAVIRIA is the surviving son of GAVIRIA, deceased,
27	and he sues in his individual capacity.
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	COMPLAINT FOR WRONGFUL DEATH DAMAGES

1 11. Plaintiff SYLVANA GAVIRIA is the surviving daughter of GAVIRIA,
 2 deceased, and she sues in her individual capacity.

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12. Defendant ROBINSON HELICOPTER COMPANY, INC. (hereinafter "RHC") is a California corporation. It maintains its principal place of business and headquarters in Los Angeles County, California. RHC is a California citizen and is subject to personal jurisdiction in the State of California. RHC, among other things, designed, manufactured, tested, inspected, trained pilots to fly, distributed, advertised, marketed, warranted and sold N810AG in Los Angeles County.

9 13. Defendant HONEYWELL INTERNATIONAL, INC. is a Delaware corporation
10 which maintains its principal place of business and headquarters in Morristown, New Jersey,
11 and, on information and belief, is doing business in the State of California.

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14. Defendant HONEYWELL AEROSPACE is, on information and belief, a Delaware corporation which maintains its principal place of business and headquarters in Phoenix, Arizona, and, on information and belief, is doing business in the State of California.

15 15. At all times relevant herein, Defendants HONEYWELL INTERNATIONAL,
INC., HONEYWELL AEROSPACE and DOES 1-10, inclusive (collectively, hereinafter,
"HONEYWELL"), among other things, designed, manufactured, tested, inspected, trained,
distributed, advertised, marketed, warranted and sold, among other things, the fuel system and
its component parts, in the turbine powered Robinson R66 helicopter model, including
N810AG.

16. Defendant ROLLS-ROYCE CORPORATION is an Indiana corporation which
 maintains its principal place of business and headquarters in Indianapolis, Indiana, and, on
 information and belief, is doing business in the State of California.

17. Defendant ROLLS-ROYCE NORTH AMERICA, INC. is a Delaware
corporation which maintains its principal place of business and headquarters in Reston,
Virginia, and, on information and belief, is doing business in the State of California.

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18. Defendant ROLLS-ROYCE HOLDINGS PLC is a London corporation which maintains a principal place of business and headquarters in London, England, and, on information and belief, is doing business in the State of California.

19. Defendants ROLLS-ROYCE CORPORATION, ROLLS-ROYCE NORTH 4 AMERICA, INC., ROLLS-ROYCE HOLDINGS PLC and DOES 11-20, inclusive 5 (collectively, hereinafter "ROLLS-ROYCE"), among other things, designed, manufactured, 6 tested, inspected, trained, distributed, advertised, marketed, warranted and sold, among other 7 things, the Rolls Royce RR 300 turboshaft engine to be installed, and which was installed, on 8 all Robinson R66 helicopters, including N810AG, which was designed, manufactured and sold 9 in Los Angeles County. 10

20. Plaintiffs are informed and believe, and thereon allege that, at all times herein 11 relevant that RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100, and each of them, 12 participated in and were actively engaged in the development and design of the Rolls-Royce 13 RR300 engine and its component parts, for the R66 model helicopter, including N810AG, and 14 each of them approved, adopted, and ratified the design of the Rolls-Royce RR300 engine and 15 the fuel system component parts for use in the R66 helicopter models, including N810AG. 16

21. Defendants RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100, and each 17 of them, at all times herein, knew and intended that all R66 model helicopters, including, but 18 not limited to, N810AG, and, among other things, its engine and component parts would be 19 purchased and used by purchasers or users, including DECEDENTS, without inspection for 20 defects therein or in any of its component parts. 21

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22. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants DOES 1-100, inclusive, are unknown to plaintiffs, who are therefore 23 sued by those fictitious names pursuant to the provisions of California Code of Civil Procedure 24 § 474. Plaintiffs are informed and believe, and therefore allege, that each of those defendants 25 was in some manner tortiously responsible for the events and happenings alleged in this 26 27 complaint and legally caused the injuries and damages alleged herein; plaintiffs will amend this complaint to show their true names and capacities when the same have been ascertained.

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1 23. At all times herein mentioned, defendants, and each of them, and their 2 aggregates, corporates, associates, and partners, and each of them, were the agent, servant, 3 employee, assignee, permissive user, successor in interest or joint venturer of each other, and 4 were acting within the time, purpose or scope of such agency or employment or permission; 5 and all acts or omissions alleged herein of each such defendant were authorized, adopted, 6 approved, or ratified by each of the other defendants.

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## JURISDICTION AND VENUE

24. This Court has jurisdiction of this matter pursuant to California Code of Civil
Procedures §§ 377.60 and 377.61 for damages in excess of FIFTY THOUSAND AND NO/100
DOLLARS (\$50,000.00), exclusive of interest, costs and attorney fees arising from the injuries
to, and wrongful death of, CABRERA and additionally for FIFTY THOUSAND AND NO/100
DOLLARS (\$50,000.00) for injuries to and wrongful death of GAVIRIA.

25. Venue in this Court is proper pursuant to the California Rules of Civil Procedure
§ 395(a) because Defendant RHC maintains its principal place of business in Los Angeles
County, California and because the helicopter crash occurred outside of Los Angeles County.

26. Venue in California State Court is proper because Plaintiffs DIANA
 CATALINA CABRERA and CINDY JOHANNA CABRERA reside in the State of California
 and are citizens of the State of California. Defendant RHC also resides in the County of Los
 Angeles, State of California, and is a citizen of the State of California.

20 27. In addition, a substantial part of the events, acts or omissions giving rise to the
claim, including but not limited to, the design, manufacture, testing, training, advertising,
warranting, sale and delivery of R66 helicopters, their engines and component parts, including
N810AG, occurred in the County of Los Angeles, State of California. Defendants, and each of
them, were, at all times herein relevant, authorized to do business, and were doing business, in
the County of Los Angeles, State of California.

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1	BACKGROUND
2	28. RHC designs, manufactures and sells the two place R22 model helicopter, which
3	became commercially available in October 1979. RHC also designs, manufactures and sells
4	the four place R44 model helicopter, which became commercially available in March 1992.
5	Both models have piston driven engines.
6	29. On or about October 2010 RHC obtained type certification from the Federal
7	Aviation Administration (hereinafter "FAA") for production of its new five place turbine
8	powered R66 helicopter.
9	30. Plaintiffs are informed and believe, and theron allege, that RHC claims it
10	produced its 10,000th helicopter in November 2011 and that it produces the most civilian
11	helicopters in the world.
12	(http://www.robinsonheli.com/rhc_company_history.html).
13	31. In addition, according to RHC's Winter 2013 newsletter, RHC produced 517
14	helicopters in 2012 and, "[a]s in previous years, the majority (70 percent) of sales went to
15	foreign customers."
16	(http://www.robinsonheli.com/media/newsletters/2013_winter.pdf).
17	32. N810AG has Serial Number 0021 and was purchased and delivered in the
18	County of Los Angeles in or about February 2011, and was one of the first R66 helicopters sold
19	by RHC to the general public.
20	33. At the time of purchase, RHC provided to GAVIRIA an express warranty
21	concerning N810AG, which stated in pertinent part the following:
22	Robinson Helicopter Company, Inc. (hereafter referred to as
23	RHC) warrants each new helicopter to be free from defects in
24	material and workmanship appearing within two years from the
25	date of delivery from the RHC factory or during the first one
26	thousand (1000) hours of operation, whichever occurs firstNew
27	aircraft are equipped with new engines which have a separate
28	Rolls Royce limited warranty.
	7 COMPLAINT FOR WRONGFUL DEATH DAMAGES

34. On July 12, 2011, N810AG experienced mechanical failure and crashed during
 flight near Flandes, Colombia, killing GAVIRIA and CABRERA, who were the only persons
 on board.

35. In or about December 2011 the entirety of the N810AG wreckage, except its engine, was shipped to McSwain Engineering in Pensacola, Florida, for inspection, where it remains and will remain until the resolution or trial of this case.

36. On or about January 30, 2012 the RR300 turbine engine that had been installed 7 on N810AG was inspected by ROLLS-ROYCE and RHC in Indianapolis, Indiana. At that 8 inspection ROLLS-ROYCE downloaded the data from N810AG's Electronic Control Module. 9 The plotted data show that N810AG's engine was experiencing a series of extreme cycles 10 indicating uncontrollable full power followed by moments of uncontrollable power loss during 11 approximately the final 30 seconds of flight prior to the crash. The engine was therafter 12 shipped to McSwain Engineering in Pensacola, Florida, where it remains and will remain until 13 the resolution or trial of this case. 14

37. On or about May 8, 2012, an inspection of the entire wreckage of N810AG was
 conducted at McSwain Engineering in Pensacola, Florida. The inspection lasted over three
 days. Representatives of RHC and ROLLS-ROYCE attended and participated in the inspection
 along with experts retained by Plaintiffs.

38. On or about March 14, 2013, a further inspection of fuel system component
parts, including but not limited to the fuel control, power turbine governor and fuel pump, was
conducted at Aeroscope, Inc. in Broomfield, Colorado. Representatives from HONEYWELL
(the manufacturer of the component parts) and ROLLS-ROYCE attended and participated in
the inspection along with experts retained by Plaintiffs.

39. On or about May 28, 2013 a detailed scientific inspection of fuel system
component parts, including but not limited to the fuel control, power turbine governor and fuel
pump, was conducted at McSwain Engineering in Pensacola, Florida. Representatives from
HONEYWELL and ROLLS-ROYCE attended and participated in the inspection along with
experts retained by Plaintiffs.

## 8 COMPLAINT FOR WRONGFUL DEATH DAMAGES

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1	40. During the inspections it was discovered that, among other things, the fuel
2	system in N810AG was defective; said defects were a direct and proximate cause of
3	mechanical failure and the cycles of uncontrollable power surges and loss which led to the
4	crash of N810AG.
5	41. The entire wreckage and engine of N810AG, including all parts, remain stored
6	at McSwain Engineering in Pensacola, Florida and have been, and will be, made available for
7	inspection at that site by any party in this lawsuit upon reasonable request.
8	FIRST CAUSE OF ACTION
9	BREACH OF WARRANTIES
10	(All Plaintiffs Against All Defendants)
11	42. Plaintiffs incorporate by reference each and every prior and subsequent
12	allegation as though fully set forth herein.
13	43. Defendants, and each of them, expressly and impliedly represented, among other
14	things, that N810AG, its engine and all component parts, were designed, manufactured,
15	distributed, and sold by them, and each of them, were safe, airworthy and of merchantable
16	quality.
17	44. Defendants, and each of them, did not disclose to DECEDENTS, or either of
18	them, that N810AG was susceptible to catastrophic mechanical failure during foreseeable flight
19	operations.
20	45. At all times herein relevant, RHC held itself out to purchasers, users and
21	operators, including DECEDENTS, as among the world's leading producer of civil helicopters
22	and for being known worldwide for safe and reliable helicopters. In addition, at the time of
23	purchase, RHC provided, among other things, an express warranty concerning N810AG, which
24	stated in pertinent part the following:
25	Robinson Helicopter Company, Inc. (hereafter referred to as
26	RHC) warrants each new helicopter to be free from defects in
27	material and workmanship appearing within two years from the
28	date of delivery from the RHC factory or during the first one
	9 Complaint for Wroncell Death Damages

COMPLAINT FOR WRONGFUL DEATH DAMAGES

thousand (1000) hours of operation, whichever occurs first...New 1 aircraft are equipped with new engines which have a separate 2 Rolls Royce limited warranty. 3 46. At all times herein relevant, HONEYWELL, ROLLS-ROYCE and DOES 1-4 100, inclusive, held themselves out to purchasers, users and operators, including 5 DECEDENTS, as among the world's leading producers of aircraft engines and component 6 parts and for being known worldwide for safe and reliable aircraft engines and aircraft 7 component parts. 8 47. At all times herein relevant, Defendants, and each of them, further expressly and 9 impliedly represented, among other things, that they each place great emphasis on research and 10 development and that they each maintain the highest standards for the design, manufacture and 11 service of helicopters, aircraft engines, and aircraft component parts. 12 Plaintiffs have provided Defendants with notice of the defects and, by way of 48. 13 this complaint, provide further notice to each of them. 14 49. In the condition in which N810AG was sold and delivered to GAVIRIA, it was 15 not suitable for its intended purpose and use, resulting in injury and death to DECENDENTS 16 and resultant damages to Plaintiffs, individually and collectively. 17 50. At the time of the purchase, Defendants, and each of them, knew or had reason 18 to know that GAVIRIA and CABRERA, and each of them, intended to use the product, without 19 inspection for defects, for a particular purpose, to wit: flight. 20 51. At the time of purchase, Defendants, and each of them, knew or had reason to 21 know that DECEDENTS, and each of them, were relying upon Defendants', and each of their, 22 skill and judgment to select, furnish, design, manufacture, distribute and sell a product that was 23 suitable for the particular purpose. 24 52. DECEDENTS, and each of them, justifiably relied on Defendants' skill and 25 judgment in making the decision to purchase, operate and use N810AG. 26 53. With its inherent manufacturing and design defects, the product was not suitable 27 for the particular purpose. 28 10 COMPLAINT FOR WRONGFUL DEATH DAMAGES

As a result of the unsuitability of the product and its failure to meet the intended
 purposes, N810AG crashed, and DECEDENTS, and each of them, were severely injured and
 died. Plaintiffs, and each of them, were damaged as a result of Defendants', and each of their,
 failures to provide a product suitable for the particular purposes sought by DECEDENTS.

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55. Defendants, and each of them, expressly represented that N810AG, including but not limited to its engine and aircraft component parts, were safe and airworthy when, in fact, it was not.

56. Defendants, and each of them, made assurances to DECEDENTS, and each of
them, that N810AG was safe and that it conformed to Defendants', and each of their, stated
methods of producing helicopters, aircraft engines and aircraft component parts designed and
manufactured to the highest quality.

12 57. Contrary to the express and implied representations made by Defendants, and 13 each of them, N810AG contained, among other things, dangerous, defective characteristics of 14 its engine, fuel system component parts, and other parts, rendering it unsafe, and therefore not 15 designed, manufactured, distributed and sold as expressly represented by Defendants, and each 16 of them.

58. Defendants', and each of their, failure to provide a helicopter suitable for
DECEDENT's use, as expressly or impliedly represented, was a substantial factor in causing
the crash and death of DECEDENTS and the damages to Plaintiffs, and each of them, as herein
alleged.

59. As a direct and proximate result of the conduct of Defendants, and each of them, 21 Plaintiffs, and each of them, have lost their beloved husbands and fathers in the crash of 22 N810AG. As a direct and proximate result of the deaths of GAVIRIA and CABRERA, 23 Plaintiffs, and each of them, have suffered, inter alia, the loss of companionship, society, loss 24 of consortium, and the loss of love, companionship, comfort, care, assistance, protection, 25 affection, society, moral support, right of support, expectations of future support, as well as 26 other benefits and assistance that DECEDENTS, and each of them, would have provided to 27 each of them, according to proof at the time of trial. 28

60. As a further direct and proximate result of the conduct of Defendants, and each 1 of them, Plaintiffs, and each of them, have incurred economic expenses, including but not 2 limited to loss of financial support, personal property loss, funeral, burial and incidental 3 expenses for each decedent in an amount to be determined according to proof at the time of 4 trial. 5 <u>SECOND CAUSE OF ACTI</u>ON 6 STRICT PRODUCT LIABILITY 7 (All Plaintiffs Against All Defendants) 8 61. Plaintiffs incorporate by reference each and every prior and subsequent 9 allegation as though fully set forth herein. 10 62. At all relevant times RHC, among other things, designed, manufactured, 11 inspected, tested, trained, warranted, distributed and sold the model R66 helicopter, including 12 N810AG. 13 At all relevant times HONEYWELL, ROLLS-ROYCE and DOES 1-100, 63. 14 among other things, designed, manufactured, inspected, tested, trained warranted, distributed 15 and sold the aircraft engine and aircraft component parts, including but not limited to the fuel 16 system component parts, of the model R66 helicopter, including N810AG. 17 64. From the time GAVIRIA took delivery of N810AG through July 12, 2011, 18 N810AG, and its component parts, were in substantially the same condition, including but not 19 limited to the engine and fuel control system, and other parts, as it was when it left RHC's 20 possession, except for deterioration caused during normal, foreseeable, use caused by the 21 defective manufacture and/or design. 22 65. At all relevant times, N810AG was used in a way that was reasonably 23 foreseeable to Defendants, and each of them. 24 66. At all times herein mentioned, defendants, and each of them, knew and intended 25 that R66 helicopters and their component parts would be purchased by members of the public, 26 and used by the purchasers, pilots, and passengers without inspection for defects. 27 28 12 COMPLAINT FOR WRONGFUL DEATH DAMAGES

1 67. At all relevant times N810AG was defective in that, among other things, the 2 engine, fuel control system component parts, and other component parts, contained 3 manufacturing and/or design defects that caused N810AG to experience mechanical failure 4 during normal flight, resulting in, among other things, uncontrollable power surges and loss, 5 resulting in the crash, the death of DECEDENTS, and damages to Plaintiffs, and each of them, 6 according to proof at the time of trial.

68. By virtue of the foregoing defects and conditions in N810AG, the risks
associated with the design of the engine, fuel control system, and other parts outweigh its
benefits taking into account the potential harm to the helicopter occupants, the likelihood that
this harm would occur, the existence of several alternative designs at the time of the design and
manufacture and the cost of safer alternative designs.

69. Additionally, as manufactured, designed, distributed and sold, N810AG, its engine, fuel system component parts, and other parts, was defective in that N810AG suffered catastrophic mechanical failure and loss of power during normal flight operations, causing the aircraft not to perform as safely as an ordinary consumer would have expected it to on the occasion in question.

70. N810AG's defects were a substantial factor in causing harm to DECEDENTS
and damages to the Plaintiffs, and each of them, as alleged herein, and as such, Defendants, and
each of them, are strictly liable.

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**THIRD CAUSE OF ACTION** 

**NEGLIGENCE** 21 (All Plaintiffs Against Defendants RHC, HONEYWELL, 22 **ROLLS-ROYCE AND DOES 1-100**) 23 71. Plaintiffs incorporate by reference each and every prior and subsequent 24 allegation as though fully set forth herein. 25 72. Plaintiffs are informed and believe, and thereon allege, that at all times herein 26 Defendants RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100 inclusive, and each of 27 them, were engaged in the business of, among other things, designing, manufacturing, 28

inspecting, testing, training, marketing, distributing, advertising, warranting, selling and
 monitoring its products in the market place including N810AG, its engine, its fuel system
 component parts, and other parts.

At all times herein Defendants, and each of them, so negligently, carelessly,
and recklessly, among other things, designed, manufactured, inspected, tested, trained
warranted, distributed and sold the R66 model helicopter and their component parts, including
but not limited to the engine and fuel system component parts, including N810AG, so as to be
the direct and proximate cause of its mechanical failure during foreseeable use, causing the
crash and resultant injuries and death to DECEDENTS and damages to Plaintiffs, and each of
them, as described herein.

## PRAYER FOR DAMAGES

WHEREFORE, Plaintiffs pray for judgment for each Plaintiff against Defendants, and
 each of them, as follows:

For general damages including but not limited to loss of love, society, comfort,
 companionship and support in an amount in excess of Fifty Thousand Dollars (\$50,000.00),
 according to proof and in accordance with California Code of Civil Procedure § 425.10;

For economic damages for past and future loss of financial support, in an
 amount in excess of Fifty Thousand Dollars (\$50,000.00), according to proof and in accordance
 with California Code of Civil Procedure § 425.10;

3. For economic damages including funeral, burial and related expenses, according
to proof and in accordance with California Code of Civil Procedure § 425.10;

4. For prejudgment interest, according to proof and in accordance with California
Code of Civil Procedure § 425.10;

5. For costs of suit incurred herein; and

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14 Complaint for Wrongful Death Damages

1       6. For such other and further relief as the Court may deem just and point of the court may deem just and point															
3       A         4       Dated: July 9, 2013         5       BAUM HEDLUND ARISTEI & GOLDMAN         5       By: A. Ilyas Akbari         7       Attorneys for Plaintiffs         8       DEMAND FOR TRIAL BY JURY         10       DEMAND FOR TRIAL BY JURY         11       Plaintiffs hereby demand trial by jury.         12       Dated: July 9, 2013         13       BAUM HEDLUND ARISTEI & GOLDMAN         14       By: A. Ilyas Akbari         15       By: A. Ilyas Akbari         16       By: A. Ilyas Akbari         17       By: A. Ilyas Akbari         18       By: A. Ilyas Akbari         19       By: A. Ilyas Akbari         12       Attorneys for Plaintiffs         13       Ilyas Akbari         14       By: A. Ilyas Akbari         15       Attorneys for Plaintiffs         16       Ilyas Akbari         17       Ilyas Akbari         18       Ilyas Akbari         19       Ilyas Akbari         12       Ilyas Akbari         13       Ilyas Akbari         14       Ilyas Akbari         15       Ilyas Akbari         16       I	(	6.		For	such	othe	r and	l furthe	r relief as	s the Co	ourt may	deem	just a	nd pro	per.
4       Dated: July 9, 2013       BAUM HEDLUND ARISTEI & GOLDMAN         5       By: A. Ilyas Akbari         7       By: A. Ilyas Akbari         8       BUMAND FOR TRIAL BY JURY         9       DEMAND FOR TRIAL BY JURY         10       Plaintiffs hereby demand trial by jury.         11       Dated: July 9, 2013         12       Dated: July 9, 2013         13       By: A. Ilyas Akbari         14       By: A. Ilyas Akbari         15       By: A. Ilyas Akbari         16       By: A. Ilyas Akbari         17       By: A. Ilyas Akbari         18       By: A. Ilyas Akbari         19       By: A. Ilyas Akbari         12       By: A. Ilyas Akbari         13       Herry S for Plaintiffs         14       File         15       File         16       File         17       File         18       File         19       File         20       File         21       File         22       File         23       File         24       File         25       File         26       File     <															
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6       By: A. Ilyas Akbari         7       By: A. Ilyas Akbari         7       Attorneys for Plaintiffs         9       DEMAND FOR TRIAL BY JURY         10       Plaintiffs hereby demand trial by jury.         11       Plaintiffs hereby demand trial by jury.         12       Dated: July 9, 2013         13       BAUM HEDLUND ARISTEI & GOLDMAN         14       By: A. Ilyas Akbari         15       Attorneys for Plaintiffs         16       By: A. Ilyas Akbari         17       By: A. Ilyas Akbari         18       Storneys for Plaintiffs         19       Attorneys for Plaintiffs         21       Attorneys for Plaintiffs         22       Attorneys for Plaintiffs         23       Attorneys for Plaintiffs         24       Attorneys for Plaintiffs         25       Attorneys for Plaintiffs         26       Attorneys for Plaintiffs         27       Attorneys for Plaintiffs         28       Attorneys for Plaintiffs         29       Attorneys for Plaintiffs         20       Attorneys for Plaintiffs         21       Attorneys for Plaintiffs         22       Attorneys for Plaintiffs         23		0 011	·) - ,	_01	C				2110111				00221		-
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15     Attorneys for Plaintiffs       16															
16       Attorneys for Plaintiffs         17										By:	A. Ilya	ıs Akb	ari		
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COMPLAINT FOR WRONGFUL DEATH DAMAGES							Core					CES			
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