

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

----- X  
JERRY CADIGAN and NANCY CATON CADIGAN, :  
as Co-Administrators of the Estate of :  
TREVOR NORRIS CADIGAN, Deceased, :  
 :  
 : Plaintiffs, : Index No. 152286/2018

-against-

LIBERTY HELICOPTERS, INC., a New York :  
Corporation; NY ON AIR LIMITED LIABILITY :  
COMPANY, a New Jersey Limited Liability Company; :  
FLYNYON LLC, a Delaware Limited Liability :  
Company; MERIDIAN CONSULTING I :  
CORPORATION, INC., a Delaware Corporation; :  
RICHARD ZEMKE VANCE, a Connecticut resident; :  
AIRBUS HELICOPTERS, S.A.S., a French Corporation; :  
AIRBUS HELICOPTERS, INC., a Delaware Corporation; :  
And APICAL INDUSTRIES, INC. d/b/a DART :  
AEROSPACE, a California Corporation; EUROTEC :  
VERTICAL FLIGHT SOLUTIONS, LLC, a Kansas :  
Corporation; and EUROTEC CANADA LTD., a Canada :  
Limited Corporation, :  
 :  
 : Defendants. :

**SECOND AMENDED**  
**COMPLAINT**  
**(HELICOPTER CRASH/  
WRONGFUL DEATH)**  
**JURY DEMANDED**

Plaintiffs Jerry Cadigan and Nancy Caton Cadigan, as Co-Administrators of the Estate of Trevor Norris Cadigan, deceased, and for their Second Amended Complaint against the Defendants, state and allege as follows:

**INTRODUCTION PERTAINING TO ALL COUNTS**

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**INTRODUCTION PERTAINING TO ALL CAUSES OF ACTION**

**PLAINTIFFS**

1. Plaintiff Jerry Cadigan is a resident of Dallas, Texas. Jerry Cadigan is Next of Kin and Natural Father of Trevor Norris Cadigan who was killed in a helicopter crash which occurred on March 11, 2018 in New York, New York.

2. Plaintiff Nancy Caton Cadigan is a resident of Dallas, Texas. Nancy Caton Cadigan is Next of Kin and Natural Mother of Trevor Norris Cadigan who was killed in a helicopter crash which occurred on March 11, 2018 in New York, New York.

3. On April 18, 2018, Plaintiffs Jerry Cadigan and Nancy Caton Cadigan were duly appointed by the Surrogate's Court of the State of New York, New York County, as Co-Administrators of the Estate of Trevor Norris Cadigan. The Letters of Administration remain in full force and effect.

**PLAINTIFFS' DECEASED**

4. Plaintiffs' deceased, Trevor Norris Cadigan, age 26, was killed in the referenced helicopter crash of March 11, 2018. Trevor Norris Cadigan was a resident of the State of New York at the time of the helicopter crash, having resided at 2 Gold Street, Apt. 17C, New York, New York.

**DEFENDANTS**

**DEFENDANT LIBERTY HELICOPTERS, INC.**

5. Defendant Liberty Helicopters, Inc. (hereinafter referred to as "Defendant Liberty Helicopters") is a New York Corporation doing business in the State of New York. Defendant Liberty Helicopters may be served on the Chief Executive Officer, Drew Schaefer, 165 Western Road, Kearny, New Jersey 07032.

6. Defendant Liberty Helicopters is engaged in the business of owning, operating, maintaining, servicing and distributing helicopters for uses including, but not limited to, sightseeing and touring activities.

7. At all times material hereto, Defendant Liberty Helicopters owned, operated, maintained, serviced, and distributed sightseeing touring helicopters, in particular the subject helicopter, throughout these United States, including the State of New York, to be used by a foreseeable class of persons, consisting of those persons who may be passengers on sightseeing touring helicopters, of which Trevor Norris Cadigan was a member.

8. At all times material hereto, Defendant Liberty Helicopters was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.

**DEFENDANT NY ON AIR LIMITED LIABILITY COMPANY**

9. Defendant NY ON AIR LIMITED LIABILITY COMPANY (hereinafter referred to as “Defendant NY ON AIR”) is a New Jersey Limited Liability Company doing business in the State of New York. Defendant NY ON AIR may be served on its Registered Agent, Patrick Day, 78 John Miller Way, Suite 441, Kearny, New Jersey 07032.

10. Defendant NY ON AIR is engaged in the business of operating, maintaining, servicing, chartering and distributing helicopters for uses including, but not limited to, sightseeing and touring activities.

11. At all times material hereto, Defendant NY ON AIR operated, maintained, serviced, chartered and distributed sightseeing touring helicopters, in particular the subject helicopter, throughout these United States, including the State of New York, to be used by a foreseeable class

of persons, consisting of those persons who may be passengers on sightseeing touring helicopters, of which Trevor Norris Cadigan was a member.

12. At all times material hereto, Defendant NY ON AIR was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.

**DEFENDANT FLYNYON LLC**

13. Defendant FlyNYON LLC (hereinafter referred to as “Defendant FlyNYON”) is a Delaware Limited Liability Company doing business in the State of New York. Defendant FlyNYON may be served through its Registered Agent, Michael Morgan, 78 John Miller Way, Suite 441, Kearny, New Jersey 07032.

14. Defendant FlyNYON is engaged in the business of operating, maintaining, servicing, chartering and distributing helicopters for uses including, but not limited to, sightseeing and touring activities.

15. At all times material hereto, Defendant FlyNYON operated, maintained, serviced, chartered and distributed sightseeing touring helicopters, in particular the subject helicopter, throughout these United States, including the State of New York, to be used by a foreseeable class of persons, consisting of those persons who may be passengers on sightseeing touring helicopters, of which Trevor Norris Cadigan was a member.

16. At all times material hereto, Defendant FlyNYON was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.



**DEFENDANT MERIDIAN CONSULTING 1 CORPORATION, INC.**

17. Defendant Meridian Consulting 1 Corporation, Inc. (hereinafter referred to as “Defendant Meridian Consulting”) is a Delaware corporation doing business in the State of New York. Defendant Meridian Consulting may be served on its Registered Agent, Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

18. Defendant Meridian Consulting is engaged in the business of selecting, purchasing, owning, distributing, and/or leasing helicopters for uses including, but not limited to, sightseeing and touring activities.

19. At all times material hereto, Defendant Meridian Consulting selected, purchased, owned, distributed, and/or leased sightseeing tour helicopters, in particular the subject helicopter, throughout these United States, including the State of New York, to be used by a foreseeable class of persons, consisting of those persons who may be passengers on sightseeing touring helicopters, of which Trevor Norris Cadigan was a member.

20. At all times material hereto, Defendant Meridian Consulting was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.

**DEFENDANT RICHARD ZEMKE VANCE**

21. Defendant Richard Zemke Vance was the pilot-in-command of the subject Eurocopter AS350 B2 helicopter and was at all times the pilot-in-command of that aircraft prior to and during the crash flight.

22. At the time of the crash, Defendant Richard Zemke Vance was employed by Liberty Helicopters and was acting within the course and scope of his employment with Liberty Helicopters as the pilot-in-command of the subject aircraft.

23. Defendant Richard Zemke Vance may be served at 7211 Avalon Valley Drive, Danbury, Connecticut 06810.

**DEFENDANT AIRBUS HELICOPTERS, S.A.S.**

24. Defendant Airbus Helicopters, S.A.S., (hereinafter referred to as “Defendant Airbus, S.A.S.”) is a French corporation doing business in the State of New York.

25. Defendant Airbus, S.A.S. is the foreign counterpart of Defendant Airbus Helicopters, Inc., with its headquarters and principal place of business located at Aeroport International, Marseille Provence, 13725 Marignane – Cedex – France.

26. Defendant Airbus S.A.S. may be served pursuant to the Hague Convention by private process server in that both the United States and France are signatory parties to the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil or Commercial Matters, **20. U.S.T. 361; 658 U.N.T.S. 163.**

27. Defendant Airbus, S.A.S. is liable in all respects as it is the successor corporation of Eurocopter, S.A.S., which was the original manufacturer of the subject AS350 B2 helicopter, component parts, and systems and there was and continues to be an express and/or implied agreement between Defendant Airbus, S.A.S. and Eurocopter, S.A.S. to assume all of its post-sale liabilities and obligations.

28. Plaintiffs herein have no remedy against the predecessor corporation, Eurocopter, S.A.S. due to its reorganization.

29. Defendant Airbus, S.A.S. is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopters for ultimate sale and/or use in the State of New York.

30. At all times material hereto, Defendant Airbus, S.A.S. has designed, manufactured,

tested, inspected, assembled, labeled, advertised, sold, promoted, delivered, and/or distributed such products, in particular the subject AS350 B2 helicopter, for ultimate sale and/or use in the forty-eight (48) continental states of these United States of America, including the State of New York, to be used by a foreseeable class of persons, consisting of those persons who may be passengers on sightseeing tour helicopters, of which Trevor Norris Cadigan was a member.

31. At all times material hereto, Defendant Airbus, S.A.S. operated in New York by and through its various employees and agents.

32. At all times material hereto, Defendant Airbus, S.A.S. was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Airbus, S.A.S.

**DEFENDANT AIRBUS HELICOPTERS, INC.**

33. Defendant Airbus Helicopters, Inc., (hereinafter referred to as Defendant Airbus, Inc.) is a Delaware Corporation doing business in the State of New York.

34. Defendant Airbus, Inc. may be served through its Registered Agent, National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

35. Defendant Airbus, Inc. is liable in all respects as it is the successor corporation of American Eurocopter which was the original manufacturer of the subject AS350 B2 helicopter, component parts, and systems and there was and continues to be an express and/or implied agreement between Defendant Airbus, Inc. and American Eurocopter to assume all of its post-sale liabilities and obligations.

36. Plaintiffs herein have no remedy against the predecessor corporation, American Eurocopter, due to its reorganization.

37. Defendant Airbus, Inc. is engaged in the design, manufacture, testing, inspection,

assembly, labeling, advertising, sale, promotion, and/or distribution of helicopters for ultimate sale and/or use in the State of New York.

38. At all times material hereto, Defendant Airbus, Inc. has designed, manufactured, tested, inspected, assembled, labeled, advertised, sold, promoted, delivered, and/or distributed such products such products, in particular the subject AS350 B2 helicopter, for ultimate sale and/or use in the forty-eight (48) continental states of these United States of America, including the State of New York, to be used by a foreseeable class of persons, consisting of those persons who may be passengers on sightseeing tour helicopters, of which Trevor Norris Cadigan was a member.

39. At all times material hereto, Defendant Airbus, Inc. operated in New York by and through its various employees and agents.

40. At all times material hereto, Defendant Airbus, Inc. was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Airbus, Inc.

**DEFENDANT APICAL INDUSTRIES, INC. D/B/A DART AEROSPACE**

41. Defendant Apical Industries, Inc. d/b/a DART Aerospace (hereinafter referred to as “Defendant DART Aerospace”) is a California Corporation doing business in the State of New York. Defendant DART Aerospace may be served through its Registered Agent, Gordon Hill, 3030 Enterprise Court, Vista, California 92081.

42. Defendant DART Aerospace is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of emergency flotation systems for use on helicopters for ultimate sale and/or use in the State of New York.

43. At all times material hereto, Defendant DART Aerospace has designed, manufactured, tested, inspected, assembled, labeled, advertised, sold, promoted, and/or distributed

such products, in particular the emergency flotation system for the subject AS350 B2 helicopter, for ultimate sale and/or use in the forty-eight (48) continental states of these United States of America, including the State of New York, to be used by a foreseeable class of persons, consisting of those persons who may be passengers on sightseeing tour helicopters, of which Trevor Norris Cadigan was a member.

44. At all times material hereto, Defendant DART Aerospace was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.

**DEFENDANT EUROTEC VERTICAL FLIGHT SOLUTIONS, LLC**

45. Defendant EuroTec Vertical Flight Solutions, LLC (hereinafter referred to as “Defendant EuroTec Vertical Flight Solutions”) is a Kansas Limited Liability Company doing business in the State of New York. Defendant EuroTec Vertical Flight Solutions may be served through its Registered Agent, Russell C. Leffel, Esq., 6408 Willow Lane, Mission Hills, Kansas 66208.

46. Defendant EuroTec Vertical Flight Solutions is engaged in the business of installing, servicing, and inspecting helicopter products and accessories and providing customer support.

47. Defendant EuroTec Vertical Flight Solutions supplies and installs helicopter safety equipment to helicopter owners world-wide, including the State of New York, for installation on new or existing helicopters.

48. At all times material hereto, Defendant EuroTec Vertical Flight Solutions installed, serviced and/or inspected the subject emergency flotation system for the subject AS350 B2

helicopter in the course of its business, specifically the AS350 Emergency Float Kit, Dual Cable Plate Assembly, and all component parts.

49. At all times material hereto, Defendant EuroTec Vertical Flight Solutions was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.

**DEFENDANT EUROTEC CANADA LTD.**

50. Defendant EuroTec Canada Ltd. (hereinafter referred to as “Defendant EuroTec Canada”) is a Canadian Limited Corporation doing business in the State of New York. Defendant EuroTec Canada may be served through its Director and Managing Partner, Hossein Golanbari, 377 Concession Road 6 East, Millgrove, Ontario L8B 1M2, Canada.

51. Defendant EuroTec Canada is a subsidiary of Defendant EuroTec Vertical Flight Solutions.

52. Defendant EuroTec Canada is engaged in the business of installing, servicing, and inspecting helicopter products and accessories and providing customer support.

53. Defendant EuroTec Canada supplies and installs helicopter safety equipment to helicopter owners world-wide, including the State of New York, for installation on new or existing helicopters.

54. At all times material hereto, Defendant EuroTec Canada installed, serviced and/or inspected the subject emergency float kit, dual cable plate assembly and component parts for the subject AS350 B2 helicopter in the course of its business, specifically the AS350 Emergency Float Kit, Dual Cable Plate Assembly, and all component parts.

55. At all times material hereto, Defendant EuroTec Canada was acting by and through its agents, servants, and/or employees, each of whom were acting in the course and scope of their employment with this Defendant.

#### **IDENTIFICATION OF AIRCRAFT**

56. This helicopter crash involves a 2013 Eurocopter AS350 B2 helicopter, registration number N350LH, serial number 7654. The said helicopter was owned, chartered, leased and/or operated by Defendants Liberty Helicopters, NY ON AIR, FlyNYON, and Meridian Consulting in the course of a sightseeing tour business.

57. The subject helicopter was equipped with an emergency flotation system manufactured by Defendant Apical Industries, Inc. d/b/a DART Aerospace and installed by Defendants EuroTec Vertical Flight Solutions through its subsidiary EuroTec Canada.

#### **GENERAL ALLEGATIONS**

58. On or about March 11, 2018, Trevor Norris Cadigan was a passenger in a 2013 Eurocopter AS350 B2 helicopter on a scheduled 30-minute “doors off” aerial photography tour operated by Liberty Helicopters on behalf of NY ON AIR and FlyNYON.

59. The subject helicopter lost altitude and descended quickly into the East River.

60. The subject helicopter crashed into the East River off Manhattan.

61. The subject helicopter rolled to its side into the waters and sunk.

62. Trevor Norris Cadigan was unable to escape due to the harnesses he was cinched into.

63. Trevor Norris Cadigan died from drowning.

**FIRST CAUSE OF ACTION**

**(NEGLIGENCE OF DEFENDANT LIBERTY HELICOPTERS –  
VICARIOUS LIABILITY FOR RICHARD ZEMKE VANCE’S FAILURE  
TO USE ORDINARY CARE IN PILOTING THE SUBJECT HELICOPTER -  
WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

64. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

65. Defendant Liberty Helicopters held itself out as an entity which could carefully and competently provide and maintain safe sightseeing helicopter tours which were utilized in the course of its operations.

66. That Defendant Liberty Helicopters had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter sightseeing tour business would use under the same or similar circumstances.

67. Defendant Richard Zemke Vance had a duty to use that degree of care that an ordinarily careful and prudent pilot would use under the same or similar circumstances.

68. Defendant Liberty Helicopters is vicariously liable for any and all actions of Richard Zemke Vance as to his negligent and careless piloting and operation of the subject helicopter by reason of its principal and agent relationship with Defendant Liberty Helicopters.

69. Defendant Richard Zemke Vance was negligent in the following respects:

- a. Defendant Richard Zemke Vance failed to maintain proper control of the helicopter in-flight;
- b. Defendant Richard Zemke Vance failed to properly perform emergency procedures;
- c. Defendant Richard Zemke Vance failed to properly secure personal items within the helicopter;



- d. Defendant Richard Zemke Vance failed to operate the helicopter in a safe manner;
- e. Defendant Richard Zemke Vance was negligent and careless in failing to take reasonable steps to extricate the passengers, including Trevor Norris Cadigan from the helicopter after he secured his own release;
- f. Defendant Richard Zemke Vance failed to properly activate the helicopter skid floats;
- g. Defendant Richard Zemke Vance inadvertently or otherwise activated the emergency fuel control cut-off valve; and
- h. Defendant Richard Zemke Vance failed to give a proper safety briefing to the passengers of the helicopter prior to the subject flight.

70. Defendant Liberty Helicopters' breach of its duty and negligence caused the injuries and damages complained of herein and Plaintiffs' deceased, Trevor Norris Cadigan was killed as a direct result of the conduct of Richard Zemke Vance for which defendant Liberty Helicopters is vicariously liable in all respects.

71. That said Defendant breached that duty and was negligent by, but not limited to, failing to properly and adequately monitor and supervise the conduct and activities of their business and/or related employee, failing to cause the helicopter to crash at said location, thereby causing the injuries and damages complained of herein.

72. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said Defendant, Trevor Norris Cadigan was killed.

73. Defendant Liberty Helicopters had a non-delegable duty as to each of the actions enumerated herein.

74. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

75. Plaintiffs further claim such damages as the decedent may have suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances include but are not limited to the wanton, willful callous, reckless and depraved conduct of defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete indifference to and a conscious disregard for the safety of others that the decedent would have been entitled to punitive damages had he lived.

76. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**SECOND CAUSE OF ACTION**

**(NEGLIGENCE OF DEFENDANT LIBERTY HELICOPTERS –  
FAILURE TO USE ORDINARY CARE IN PROVIDING PROPER  
AND SAFE AIRCRAFT AND AIRCRAFT SERVICES – WRONGFUL  
DEATH OF TREVOR NORRIS CADIGAN)**

77. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

78. Defendant Liberty Helicopters held itself out as an entity, which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

79. That Defendant Liberty Helicopters had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter sightseeing tour business would use under the same or similar circumstances.

80. Defendant Liberty Helicopters had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

81. Defendant Liberty Helicopters was negligent in its duties as follows:

- a. Defendant Liberty Helicopters failed to provide proper training to its pilots;
- b. Defendant Liberty Helicopters failed to properly and adequately monitor and supervise the contact and activities of their business and/or employee;  
and
- c. Defendant Liberty Helicopters failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed; and
- d. Defendant Liberty Helicopters failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash; and

e. Defendant Liberty Helicopters failed to provide the passengers with an adequate safety briefing prior to the helicopter flight.

82. Defendant Liberty Helicopters was negligent and reckless in that they implemented a policy to cinch passengers into heavy duty harnesses which are tied to the helicopter floor with only a knife for passengers to free themselves from rigid waters.

83. Defendant Liberty Helicopters was negligent in that their policy of so-called helicopter “doors-off” photo flights is inordinately dangerous and risky and should only be permitted for professional photographers in special situations and not for amateur tourist photographers.

84. Defendant Liberty Helicopters’ policy of providing a knife to each passenger to cut through their harness to extricate themselves is grossly negligent and reckless.

85. Defendant Liberty Helicopters failed to provide passengers with instructions on how the knife should be used to cut through the nylon harness, should it be required.

86. Defendant Liberty Helicopters failed to provide the appropriate number, if any, knives to the passengers to cut through the nylon harness should it be required.

87. Defendant Liberty Helicopters provided insufficient and inadequate maintenance in that the yellow inflatable pontoons did not properly and timely inflate to prevent the subject helicopter from flipping over onto its side.

88. Defendant Liberty Helicopters was grossly negligent and reckless in securing passengers to the helicopter with harnesses attached from the back by a metal ring known as a carabiner which is a death trap and does not permit them to reach and activate release mechanisms on their own.

89. Defendant Liberty Helicopters failed to properly prepare passengers for prospects of an emergency landing of the helicopter.

90. Defendant Liberty Helicopters failed to provide sufficient instruction to the passengers prior to the flight on the timely and safely extrication procedures from the helicopter, especially if inverted in water.

91. Defendant Liberty Helicopters had a non-delegable duty as to each of the actions enumerated herein.

92. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said defendant, Trevor Norris Cadigan was killed.

93. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

94. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

95. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**THIRD CAUSE OF ACTION**

**(NEGLIGENCE OF DEFENDANT LIBERTY HELICOPTERS –  
CAUSING OR AUTHORIZING THE OPERATION OF  
HELICOPTER IN A CARELESS OR RECKLESS MANNER-  
WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

96. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

97. Defendant Liberty Helicopters held itself out as an entity which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

98. That Defendant Liberty Helicopters had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter tour business would use under the same or similar circumstances.

99. Defendant Liberty Helicopters operated the aircraft in a negligent, careless or reckless manner to wit, in that:

- a. Defendant Liberty Helicopters failed to provide proper training to its pilots;
- b. Defendant Liberty Helicopters failed to properly and adequately monitor and supervise the contact and activities of their business and/or employee;  
and
- c. Defendant Liberty Helicopters failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed; and

- d. Defendant Liberty Helicopters failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash; and
- e. Defendant Liberty Helicopters failed to provide the passengers with an adequate safety briefing prior to the helicopter flight.

100. Defendant Liberty Helicopters was negligent and reckless in that they implemented a policy to cinch passengers into heavy duty harnesses which are tied to the helicopter floor with only a knife for passengers to free themselves from rigid waters.

101. Defendant Liberty Helicopters was negligent in that their policy of so-called helicopter “doors-off” photo flights is inordinately dangerous and risky and should only be permitted for professional photographers in special situations and not for amateur tourist photographers.

102. Defendant Liberty Helicopters’ policy of providing a knife to each passenger to cut through their harness to extricate themselves is grossly negligent and reckless.

103. Defendant Liberty Helicopters failed to provide passengers with instructions on how the knife should be used to cut through the nylon harness, should it be required.

104. Defendant Liberty Helicopters failed to provide the appropriate number, if any, knives to the passengers to cut through the nylon harness should it be required.

105. Defendant Liberty Helicopters provided insufficient and inadequate maintenance in that the yellow inflatable pontoons did not properly and timely inflate to prevent the subject helicopter from flipping over onto its side.

106. Defendant Liberty Helicopters was grossly negligent and reckless in securing passengers to the helicopter with harnesses attached from the back by a metal ring known as a

carabiner which is a death trap and does not permit them to reach and activate release mechanisms on their own.

107. Defendant Liberty Helicopters failed to properly prepare passengers for prospects of an emergency landing of the helicopter.

108. Defendant Liberty Helicopters failed to provide sufficient instruction to the passengers prior to the flight on the timely and safely extrication procedures from the helicopter, especially if inverted in water.

109. Defendant Liberty Helicopters had a non-delegable duty as to each of the actions enumerated herein.

110. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said Defendant, Trevor Norris Cadigan was killed.

111. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

112. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.



113. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**FOURTH CAUSE OF ACTION**

**(COMMON CARRIER LIABILITY - - FAILURE OF DEFENDANT  
LIBERTY HELICOPTERS TO PROVIDE HIGHEST DEGREE OF  
CARE IN SUPPLYING SAFE AND AIRWORTHY HELICOPTER -  
WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

114. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

115. Plaintiffs' deceased, Trevor Norris Cadigan was a passenger for hire of a helicopter sightseeing tour service controlled, operated, dispatched, and supervised by Defendant Liberty Helicopters.

116. Defendant Liberty Helicopters held itself out as an entity which could safely and competently transport persons purchasing helicopter sightseeing tours.

117. At all times material hereto, Defendant Liberty Helicopters was and is a commercial air taxi service carrying passengers who have purchased helicopter sightseeing tours and doing so for hire and for profit as a common carrier.

118. Defendant Liberty Helicopters had a duty to Plaintiffs' deceased, Trevor Norris Cadigan, to exercise the highest degree of care and diligence in the operation, management, maintenance, and service of its helicopter sightseeing tours to be provided to persons within the general public, such as Trevor Norris Cadigan and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

119. Defendant Liberty Helicopters failed to provide a reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its duty to exercise the highest degree of care.

120. Plaintiffs' deceased died as a direct and proximate result of Defendant Liberty Helicopters' failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

121. Defendant Liberty Helicopters had a non-delegable duty as to each of the actions enumerated herein.

122. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

123. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

124. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**FIFTH CAUSE OF ACTION****(NEGLIGENCE OF DEFENDANT NY ON AIR – FAILURE TO USE  
ORDINARY CARE IN PROVIDING PROPER AND SAFE AIRCRAFT  
AND AIRCRAFT SERVICES - WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

125. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

126. Defendant NY ON AIR held itself out as an entity, which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

127. That Defendant NY ON AIR had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter sightseeing tour business would use under the same or similar circumstances.

128. Defendant NY ON AIR had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

129. Defendant NY ON AIR was negligent in its duties as follows:

- a. Defendant NY ON AIR failed to provide proper training to its pilots;
- b. Defendant NY ON AIR failed to properly and adequately monitor and supervise the contact and activities of their business and/or employee; and
- c. Defendant NY ON AIR failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed; and
- d. Defendant NY ON AIR failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash; and

- e. Defendant NY ON AIR failed to provide the passengers with an adequate safety briefing prior to the helicopter flight.

130. Defendant NY ON AIR was negligent and reckless in that they implemented a policy to cinch passengers into heavy duty harnesses which are tied to the helicopter floor with only a knife for passengers to free themselves from rigid waters.

131. Defendant NY ON AIR was negligent in that their policy of so-called helicopter “doors-off” photo flights is inordinately dangerous and risky and should only be permitted for professional photographers in special situations and not for amateur tourist photographers.

132. Defendant NY ON AIR’s policy of providing a knife to each passenger to cut through their harness to extricate themselves is grossly negligent and reckless.

133. Defendant NY ON AIR failed to provide passengers with instructions on how the knife should be used to cut through the nylon harness, should it be required.

134. Defendant NY ON AIR failed to provide the appropriate number, if any, knives to the passengers to cut through the nylon harness should it be required.

135. Defendant NY ON AIR provided insufficient and inadequate maintenance in that the yellow inflatable pontoons did not properly and timely inflate to prevent the subject helicopter from flipping over onto its side.

136. Defendant NY ON AIR was grossly negligent and reckless in securing passengers to the helicopter with harnesses attached from the back by a metal ring known as a carabiner which is a death trap and does not permit them to reach and activate release mechanisms on their own.

137. Defendant NY ON AIR failed to properly prepare passengers for prospects of an emergency landing of the helicopter.

138. Defendant NY ON AIR failed to provide sufficient instruction to the passengers prior to the flight on the timely and safely extrication procedures from the helicopter, especially if inverted in water.

139. Defendant NY ON AIR had a non-delegable duty as to each of the actions enumerated herein.

140. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said defendant, Trevor Norris Cadigan was killed.

141. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

142. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

143. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**SIXTH CAUSE OF ACTION****(NEGLIGENCE OF DEFENDANT NY ON AIR – CAUSING OR  
AUTHORIZING THE OPERATION OF HELICOPTER IN A  
CARELESS OR RECKLESS MANNER- WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

144. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

145. Defendant NY ON AIR held itself out as an entity which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

146. That Defendant NY ON AIR had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter tour business would use under the same or similar circumstances.

147. Defendant Liberty Helicopters operated the aircraft in a negligent, careless or reckless manner to wit, in that:

- a. Defendant NY ON AIR failed to provide proper training to its pilots;
- b. Defendant NY ON AIR failed to properly and adequately monitor and supervise the contact and activities of their business and/or employee; and
- c. Defendant NY ON AIR failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed; and
- d. Defendant NY ON AIR failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash; and
- e. Defendant NY ON AIR failed to provide the passengers with an adequate safety briefing prior to the helicopter flight.

148. Defendant NY ON AIR was negligent and reckless in that they implemented a policy to cinch passengers into heavy duty harnesses which are tied to the helicopter floor with only a knife for passengers to free themselves from rigid waters.

149. Defendant NY ON AIR was negligent in that their policy of so-called helicopter “doors-off” photo flights is inordinately dangerous and risky and should only be permitted for professional photographers in special situations and not for amateur tourist photographers.

150. Defendant NY ON AIR’s policy of providing a knife to each passenger to cut through their harness to extricate themselves is grossly negligent and reckless.

151. Defendant NY ON AIR failed to provide passengers with instructions on how the knife should be used to cut through the nylon harness, should it be required.

152. Defendant NY ON AIR failed to provide the appropriate number, if any, knives to the passengers to cut through the nylon harness should it be required.

153. Defendant NY ON AIR provided insufficient and inadequate maintenance in that the yellow inflatable pontoons did not properly and timely inflate to prevent the subject helicopter from flipping over onto its side.

154. Defendant NY ON AIR was grossly negligent and reckless in securing passengers to the helicopter with harnesses attached from the back by a metal ring known as a carabiner which is a death trap and does not permit them to reach and activate release mechanisms on their own.

155. Defendant NY ON AIR failed to properly prepare passengers for prospects of an emergency landing of the helicopter.

156. Defendant NY ON AIR failed to provide sufficient instruction to the passengers prior to the flight on the timely and safely extrication procedures from the helicopter, especially if inverted in water.

157. Defendant NY ON AIR had a non-delegable duty as to each of the actions enumerated herein.

158. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said Defendant, Trevor Norris Cadigan was killed.

159. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

160. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

161. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.



**SEVENTH CAUSE OF ACTION****(COMMON CARRIER LIABILITY - - FAILURE OF DEFENDANT  
NY ON AIR TO PROVIDE HIGHEST DEGREE OF CARE IN  
SUPPLYING SAFE AND AIRWORTHY HELICOPTER –  
WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

162. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

163. Plaintiffs' deceased, Trevor Norris Cadigan was a passenger for hire of a helicopter sightseeing tour service controlled, operated, dispatched, and supervised by Defendant NY ON AIR.

164. Defendant NY ON AIR held itself out as an entity which could safely and competently transport persons purchasing helicopter sightseeing tours.

165. At all times material hereto, Defendant NY ON AIR was and is a commercial air taxi service carrying passengers who have purchased helicopter sightseeing tours and doing so for hire and for profit as a common carrier.

166. Defendant NY ON AIR had a duty to Plaintiffs' deceased, Trevor Norris Cadigan, to exercise the highest degree of care and diligence in the operation, management, maintenance, and service of its helicopter sightseeing tours to be provided to persons within the general public, such as Trevor Norris Cadigan and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

167. Defendant NY ON AIR failed to provide a reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its duty to exercise the highest degree of care.

168. Plaintiffs' deceased died as a direct and proximate result of Defendant NY ON AIR's failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

169. Defendant NY ON AIR had a non-delegable duty as to each of the actions enumerated herein.

170. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

171. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

172. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **EIGHTH CAUSE OF ACTION**

#### **(NEGLIGENCE OF DEFENDANT FLYNYON – FAILURE TO USE ORDINARY CARE IN PROVIDING PROPER AND SAFE AIRCRAFT AND AIRCRAFT SERVICES – WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

173. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

174. Defendant FlyNYON held itself out as an entity, which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

175. That Defendant FlyNYON had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter sightseeing tour business would use under the same or similar circumstances.

176. Defendant FlyNYON had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

177. Defendant FlyNYON was negligent in its duties as follows:

- a. Defendant FlyNYON failed to provide proper training to its pilots;
- b. Defendant FlyNYON failed to properly and adequately monitor and supervise the contact and activities of their business and/or employee; and
- c. Defendant FlyNYON failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed; and
- d. Defendant FlyNYON failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash; and
- e. Defendant FlyNYON failed to provide the passengers with an adequate safety briefing prior to the helicopter flight.

178. Defendant FlyNYON was negligent and reckless in that they implemented a policy to cinch passengers into heavy duty harnesses which are tied to the helicopter floor with only a knife for passengers to free themselves from rigid waters.

179. Defendant FlyNYON was negligent in that their policy of so-called helicopter “doors-off” photo flights is inordinately dangerous and risky and should only be permitted for professional photographers in special situations and not for amateur tourist photographers.

180. Defendant FlyNYON’s policy of providing a knife to each passenger to cut through their harness to extricate themselves is grossly negligent and reckless.

181. Defendant FlyNYON failed to provide passengers with instructions on how the knife should be used to cut through the nylon harness, should it be required.

182. Defendant FlyNYON failed to provide the appropriate number, if any, knives to the passengers to cut through the nylon harness should it be required.

183. Defendant FlyNYON provided insufficient and inadequate maintenance in that the yellow inflatable pontoons did not properly and timely inflate to prevent the subject helicopter from flipping over onto its side.

184. Defendant FlyNYON was grossly negligent and reckless in securing passengers to the helicopter with harnesses attached from the back by a metal ring known as a carabiner which is a death trap and does not permit them to reach and activate release mechanisms on their own.

185. Defendant FlyNYON failed to properly prepare passengers for prospects of an emergency landing of the helicopter.

186. Defendant FlyNYON failed to provide sufficient instruction to the passengers prior to the flight on the timely and safely extrication procedures from the helicopter, especially if inverted in water.

187. Defendant FlyNYON had a non-delegable duty as to each of the actions enumerated herein.

188. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said defendant, Trevor Norris Cadigan was killed.

189. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

190. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

191. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **NINTH CAUSE OF ACTION**

#### **(NEGLIGENCE OF DEFENDANT FLYNYON – CAUSING OR AUTHORIZING THE OPERATION OF HELICOPTER IN A CARELESS OR RECKLESS MANNER- WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

192. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

193. Defendant FlyNYON held itself out as an entity which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

194. That Defendant FlyNYON had a duty to use that degree of care that ordinarily careful and prudent owners, supervisors, and operators of a helicopter tour business would use under the same or similar circumstances.

195. Defendant FlyNYON operated the aircraft in a negligent, careless or reckless manner to wit, in that:

- a. Defendant FlyNYON failed to provide proper training to its pilots;
- b. Defendant failed to properly and adequately monitor and supervise the contact and activities of their business and/or employee; and
- c. Defendant FlyNYON failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed; and
- d. Defendant FlyNYON failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash; and
- e. Defendant FlyNYON failed to provide the passengers with an adequate safety briefing prior to the helicopter flight.

196. Defendant FlyNYON was negligent and reckless in that they implemented a policy to cinch passengers into heavy duty harnesses which are tied to the helicopter floor with only a knife for passengers to free themselves from rigid waters.

197. Defendant FlyNYON was negligent in that their policy of so-called helicopter “doors-off” photo flights is inordinately dangerous and risky and should only be permitted for professional photographers in special situations and not for amateur tourist photographers.

198. Defendant FlyNYON’s policy of providing a knife to each passenger to cut through their harness to extricate themselves is grossly negligent and reckless.

199. Defendant FlyNYON failed to provide passengers with instructions on how the knife should be used to cut through the nylon harness, should it be required.

200. Defendant FlyNYON failed to provide the appropriate number, if any, knives to the passengers to cut through the nylon harness should it be required.

201. Defendant FlyNYON provided insufficient and inadequate maintenance in that the yellow inflatable pontoons did not properly and timely inflate to prevent the subject helicopter from flipping over onto its side.

202. Defendant FlyNYON was grossly negligent and reckless in securing passengers to the helicopter with harnesses attached from the back by a metal ring known as a carabiner which is a death trap and does not permit them to reach and activate release mechanisms on their own.

203. Defendant FlyNYON failed to properly prepare passengers for prospects of an emergency landing of the helicopter.

204. Defendant FlyNYON failed to provide sufficient instruction to the passengers prior to the flight on the timely and safely extrication procedures from the helicopter, especially if inverted in water.

205. Defendant FlyNYON had a non-delegable duty as to each of the actions enumerated herein.

206. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of said Defendant, Trevor Norris Cadigan was killed.

207. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

208. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

209. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **TENTH CAUSE OF ACTION**

#### **(COMMON CARRIER LIABILITY - - FAILURE OF DEFENDANT FLYNYON TO PROVIDE HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY HELICOPTER - WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

210. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.



211. Plaintiffs' deceased, Trevor Norris Cadigan was a passenger for hire of a helicopter sightseeing tour service controlled, operated, dispatched, and supervised by Defendant FlyNYON.

212. Defendant FlyNYON held itself out as an entity which could safely and competently transport persons purchasing helicopter sightseeing tours.

213. At all times material hereto, Defendant FlyNYON was and is a commercial air taxi service carrying passengers who have purchased helicopter sightseeing tours and doing so for hire and for profit as a common carrier.

214. Defendant FlyNYON had a duty to Plaintiffs' deceased, Trevor Norris Cadigan, to exercise the highest degree of care and diligence in the operation, management, maintenance, and service of its helicopter sightseeing tours to be provided to persons within the general public, such as Trevor Norris Cadigan and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

215. Defendant FlyNYON failed to provide a reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its duty to exercise the highest degree of care.

216. Plaintiffs' deceased died as a direct and proximate result of Defendant FlyNYON's failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

217. Defendant FlyNYON had a non-delegable duty as to each of the actions enumerated herein.

218. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction,

guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

219. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

220. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **ELEVENTH CAUSE OF ACTION**

#### **(NEGLIGENCE OF DEFENDANT MERIDIAN CONSULTING – FAILURE TO USE ORDINARY CARE IN PROVIDING PROPER AND SAFE AIRCRAFT AND AIRCRAFT SERVICES – WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

221. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

222. Defendant Meridian Consulting held itself out as an entity, which could carefully and competently provide and maintain safe helicopter sightseeing tour helicopters which were utilized in the course of its operations.

223. Defendant Meridian Consulting had a duty to use that degree of care that ordinarily careful and prudent owners, lessors, and supervisors of a helicopter sightseeing tour helicopter business would use under the same or similar circumstances.

224. Defendant Meridian Consulting had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

225. Defendant Meridian Consulting was negligent in its duties as follows:

- a. Defendant Meridian Consulting failed to provide proper training to its pilots;
- b. Defendant Meridian Consulting failed to require that Defendant Liberty Helicopters provide proper training to its pilots;
- c. Defendant Meridian Consulting failed to properly and adequately monitor and supervise the contact and activities of their business and/or employees;
- d. Defendant Meridian Consulting failed to require that Defendant Liberty Helicopters properly and adequately monitor and supervise the contact and activities of Defendant Liberty Helicopters' business and/or employees;
- e. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed;
- f. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it allowed Defendant Liberty Helicopters to utilize helicopters with the doors removed;
- g. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash;
- h. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it allowed Defendant Liberty Helicopters to utilize

harnesses for its passengers which could not be easily removed in the event of a crash;

- i. Defendant Meridian Consulting failed to provide the passengers with an adequate safety briefing prior to the helicopter flight; and
- j. Defendant Meridian Consulting failed to require that Defendant Liberty Helicopters provide the passengers with an adequate safety briefing prior to the helicopter flight.

226. Defendant Meridian Consulting had a non-delegable duty as to each of the actions enumerated herein.

227. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Meridian Consulting, Trevor Norris Cadigan died.

228. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

229. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

**TWELFTH CAUSE OF ACTION****(NEGLIGENCE OF DEFENDANT MERIDIAN CONSULTING –  
CAUSING OR AUTHORIZING THE OPERATION OF HELICOPTER  
IN A CARELESS OR RECKLESS MANNER- WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

230. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

231. Defendant Meridian Consulting held itself out as an entity, which could carefully and competently provide and maintain safe helicopter sightseeing tours which were utilized in the course of its operations.

232. That Defendant Meridian Consulting had a duty to use that degree of care that ordinarily careful and prudent owners, lessors, and supervisors of a helicopter sightseeing tour business would use under the same or similar circumstances.

233. Defendant Meridian Consulting operated and/or authorized the helicopter to be operated in a negligent, careless or reckless manner to wit, in that:

- a. Defendant Meridian Consulting failed to provide proper training to its pilots;
- b. Defendant Meridian Consulting failed to require that Defendant Liberty Helicopters provide proper training to its pilots;
- c. Defendant Meridian Consulting failed to properly and adequately monitor and supervise the contact and activities of their business and/or employees;
- d. Defendant Meridian Consulting failed to require that Defendant Liberty Helicopters properly and adequately monitor and supervise the contact and activities of Defendant Liberty Helicopters' business and/or employees;

- e. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it utilized helicopters with the doors removed;
- f. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it allowed Defendant Liberty Helicopters to utilize helicopters with the doors removed;
- g. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it utilized harnesses for its passengers which could not be easily removed in the event of a crash;
- h. Defendant Meridian Consulting failed to properly provide safe helicopter services in that it allowed Defendant Liberty Helicopters to utilize harnesses for its passengers which could not be easily removed in the event of a crash;
- i. Defendant Meridian Consulting failed to provide the passengers with an adequate safety briefing prior to the helicopter flight; and
- j. Defendant Meridian Consulting failed to require that Defendant Liberty Helicopters provide the passengers with an adequate safety briefing prior to the helicopter flight.

234. Defendant Meridian Consulting had a non-delegable duty as to each of the actions enumerated herein.

235. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Meridian Consulting, Trevor Norris Cadigan died.

236. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited

to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

237. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

**THIRTEENTH CAUSE OF ACTION**

**(NEGLIGENCE OF RICHARD ZEMKE VANCE – WRONGFUL  
DEATH OF TREVOR NORRIS CADIGAN)**

238. On March 11, 2018, Richard Zemke Vance was a licensed pilot and was acting as the pilot-in-command of the subject helicopter prior to and during the crash flight.

239. Defendant Richard Zemke Vance held himself out as a person who would carefully and competently pilot a helicopter.

240. Defendant Richard Zemke Vance had a duty to use that degree of care that an ordinarily careful and prudent pilot would use under the same or similar circumstances.

241. Defendant Richard Zemke Vance breached that duty and was negligent in the following respects:

- a. Defendant Richard Zemke Vance failed to maintain proper control of the helicopter in-flight;

- b. Defendant Richard Zemke Vance failed to properly perform emergency procedures;
- c. Defendant Richard Zemke Vance failed to properly secure personal items within the helicopter;
- d. Defendant Richard Zemke Vance failed to operate the helicopter in a safe manner;
- e. Defendant Richard Zemke Vance was negligent and careless in failing to take reasonable steps to extricate the passengers, including Trevor Norris Cadigan from the helicopter after he secured his own release;
- f. Defendant Richard Zemke Vance failed to properly activate the helicopter skid floats;
- g. Defendant Richard Zemke Vance inadvertently or otherwise activated the emergency fuel control cut-off valve; and
- h. Defendant Richard Zemke Vance failed to give a proper safety briefing to the passengers of the helicopter prior to the subject flight.

242. Plaintiffs' deceased, Trevor Norris Cadigan, was killed as a direct and proximate result of the negligence and carelessness of Defendant Burke as further set out above.

243. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such



death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

244. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

#### **FOURTEENTH CAUSE OF ACTION**

##### **(STRICT LIABILITY - - DEFECTIVE DESIGN AND MANUFACTURE BY DEFENDANT AIRBUS HELICOPTERS, S.A.S. – WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

245. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

246. Defendant Airbus S.A.S. designed, manufactured, assembled, supplied, distributed and/or sold the aforementioned helicopter, referred to as an AS350 B2, and/or component parts thereof, including the fuel flow control lever and fuel shutoff lever, in the course of its business.

247. The aforesaid helicopter and/or component parts were defective and, because of the defect, the helicopter was unreasonably dangerous to a person who might reasonably be expected to use, consume or be affected by the helicopter, including the decedent herein Trevor Norris Cadigan.

248. The aforesaid helicopter and/or component parts used therein relating to the fuel flow control lever and/or fuel shutoff lever were then in a defective condition, unreasonably dangerous when put to their reasonably anticipated uses into the stream of commerce.

249. The aforesaid helicopter was used in a manner reasonably anticipated by Defendant Airbus, S.A.S. and others.

250. The helicopter and/or component parts or systems referenced herein were expected to and did reach the user or consumer without substantial change in the condition in which they were sold.

251. The defects in the helicopter caused the injuries and damages to Plaintiffs.

252. The helicopter was defective and dangerous for reasons including, but not limited to, the following:

- a. Defendant designed, manufactured, and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever which was not equipped with a proper safety guard;
- b. Defendant knew that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident;
- c. Defendant supplied a pilot operating handbook or flight manual that did not safely and properly address the inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever and safe emergency maneuvers;
- d. Defendant failed to provide the pilot of the subject helicopter with proper in-flight warning that the fuel flow control lever and/or fuel shutoff lever was inadvertently and accidentally contacted and/or moved;

- e. Defendant supplied the subject helicopter without a proper warning system to advise the pilot of inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever;
- f. Defendant selected and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever configuration which allowed the levers to be inadvertently and accidentally contacted and/or moved; and
- g. Defendant designed and selected an unsafe and unreasonably dangerous location for the installation of the fuel flow control lever and/or fuel shutoff lever in that the levers could be inadvertently and accidentally contacted and/or moved.

253. Prior to the subject helicopter crash, Defendant Airbus, S.A.S. knew from other crashes and incidents of its helicopters that the levers on its helicopters could be easily and inadvertently moved out of their detents by objects or persons, including the pilot and passengers.

254. Prior to the subject helicopter crash, Defendant Airbus, S.A.S. knew from a October 20, 2010 Safety Recommendation from the National Transportation Safety Board (NTSB) that the design and location of the fuel flow control lever and its detent track “allows for easy access to and inadvertent movement of the FFCL, which could cause a serious or catastrophic accident if the movement occurs at a critical point during flight or on the ground.”

255. Defendant Airbus, S.A.S. had a non-delegable duty as to each of the actions enumerated herein.

256. The conduct of Defendant Airbus, S.A.S. was willful and wanton given their conscious decision to not modify their helicopters, including the subject AS350 B2 helicopter, to

ensure that the fuel flow control lever and/or fuel shutoff lever was protected to prevent unintentional and accidental movement.

257. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Airbus, S.A.S., Trevor Norris Cadigan was killed.

258. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

259. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

260. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**FIFTEENTH CAUSE OF ACTION**

**(STRICT LIABILITY -- FAILURE TO WARN BY DEFENDANT  
AIRBUS HELICOPTERS, S.A.S. – WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

261. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

262. The helicopter which crashed on March 11, 2018 was then unreasonably dangerous when put to a reasonably anticipated use without knowledge of its characteristics.

263. That at all times pertinent hereto, Defendant Airbus, S.A.S. failed to provide an adequate warning as to the dangers of use of said helicopter, including the fuel flow control lever and/or fuel shutoff lever, which were then unreasonably dangerous.

264. Defendant Airbus, S.A.S. failed to adequately warn foreseeable users of the risk of harm from the defective design of the fuel flow control lever and/or fuel shutoff lever in that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident.

265. The helicopter was used in a manner reasonably anticipated.

266. Defendant Airbus, S.A.S. had a non-delegable duty as to each of the actions enumerated herein.

267. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Airbus, S.A.S., Trevor Norris Cadigan was killed.

268. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the

reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

269. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

270. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **SIXTEENTH CAUSE OF ACTION**

#### **(NEGLIGENCE - - FAILURE OF DEFENDANT AIRBUS HELICOPTERS, S.A.S., TO USE ORDINARY CARE TO DESIGN AND MANUFACTURE HELICOPTER – WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

271. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

272. Defendant Airbus, S.A.S. designed, manufactured, assembled, supplied, distributed, or sold the aforementioned helicopter and/or related component parts used therein in the course of its business.

273. Defendant Airbus, S.A.S. held itself out as an entity that could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute and sell helicopters and/or component parts.

274. Defendant Airbus, S.A.S. had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, importer, distributor, and seller of helicopters and component parts would use under the same or similar circumstances.

275. Defendant Airbus, S.A.S. was negligent by failing to exercise reasonable care to prevent the helicopter from creating an unreasonable risk of harm to the person or one who might reasonably be expected to use or be affected by the helicopter while it was being used in the manner Defendant Airbus, S.A.S. might have reasonably expected.

276. Trevor Norris Cadigan was one of those persons that Defendant Airbus, S.A.S. should reasonably have expected to use or be affected by this helicopter.

277. The helicopter and related component parts designed, manufactured, and sold by Defendant Airbus, S.A.S. were defective and otherwise flawed, which had the effect of creating a catastrophic failure during flight.

278. The aforesaid helicopter and/or component parts used therein relating to the design and location of the fuel flow control lever and/or fuel shutoff lever designed, manufactured, and sold by Defendant Airbus, S.A.S. was defective and otherwise flawed, which had the effect of allowing the levers to be inadvertently and accidentally contacted and/or moved during flight.

279. Defendant Airbus, S.A.S. knew or by using ordinary care should have known of the foreseeable risk of harm caused by such flawed and dangerous condition as was created by its failure to properly design, test, manufacture, sell, monitor, field performance, accumulate field data, recall and distribute safe helicopters and component parts.

280. Defendant Airbus, S.A.S. was further negligent for reasons including, but not limited to, the following:

- a. Defendant designed, manufactured, and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever which was not equipped with a proper safety guard;
- b. Defendant knew that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident;
- c. Defendant supplied a pilot operating handbook or flight manual that did not safely and properly address the inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever and safe emergency maneuvers;
- d. Defendant failed to provide the pilot of the subject helicopter with proper in-flight warning that the fuel flow control lever and/or fuel shutoff lever was inadvertently and accidentally contacted and/or moved;
- e. Defendant supplied the subject helicopter without a proper warning system to advise the pilot of inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever;
- f. Defendant selected and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever configuration which allowed the levers to be inadvertently and accidentally contacted and/or moved; and
- g. Defendant designed and selected an unsafe and unreasonably dangerous location for the installation of the fuel flow control lever and/or fuel shutoff lever in that the levers could be inadvertently and accidentally contacted



and/or moved. Prior to the subject helicopter crash, Defendant Airbus, S.A.S. knew from other crashes of its helicopters that if a helicopter is not equipped with a crash resistance fuel system, it is not crashworthy and is incapable of withstanding impact of a minimal to moderate nature.

281. Prior to the subject helicopter crash, Defendant Airbus, S.A.S. knew from other crashes and incidents of its helicopters that the levers on its helicopters could be easily and inadvertently moved out of their detents by objects or persons, including the pilot and passengers.

282. Prior to the subject helicopter crash, Defendant Airbus, S.A.S. knew from a October 20, 2010 Safety Recommendation from the National Transportation Safety Board (NTSB) that the design and location of the fuel flow control lever and its detent track “allows for easy access to and inadvertent movement of the FFCL, which could cause a serious or catastrophic accident if the movement occurs at a critical point during flight or on the ground.”

283. Defendant Airbus, S.A.S. had a non-delegable duty as to each of the actions enumerated herein.

284. The conduct of Defendant Airbus, S.A.S. was willful and wanton given their conscious decision to not modify their helicopters, including the subject AS350 B2 helicopter, to ensure that the fuel flow control lever and/or fuel shutoff lever was protected to prevent unintentional and accidental movement.

285. As a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Airbus, S.A.S., the subject helicopter crashed and burned at the aforesaid location, thereby causing the death of Trevor Norris Cadigan complained of herein.

286. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited

to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

287. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

288. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **SEVENTEENTH CAUSE OF ACTION**

#### **(NEGLIGENCE - - FAILURE OF DEFENDANT AIRBUS HELICOPTERS, S.A.S. TO WARN OF KNOWN HAZARD - WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

289. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

290. The helicopter and component parts, manufactured and sold by Defendant Airbus, S.A.S. were in a defective condition and unreasonably dangerous.

291. Defendant Airbus, S.A.S. failed to adequately warn foreseeable users of the risk of harm from the defective design of the fuel flow control lever and/or fuel shutoff lever in that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel

shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident.

292. Defendant Airbus, S.A.S. failed to properly and timely report known and suspected defects, malfunctions, and failures including the precise nature and mechanism of the defect, malfunction and failure in the aircraft which is the subject of this lawsuit and thereby breached its duty to repair, replace, recall, inform and warn operators, users, passengers and others of the known and anticipated malfunctions, problems, safety hazards and defects associated with the use and continued use of the helicopter and component parts.

293. Defendant Airbus, S.A.S. failed to report, warn, instruct, recall, replace, repair, inspect, test, investigate and monitor the safety and related hazards of the subject helicopter and component parts, including the fuel flow control lever and/or fuel shutoff lever wherein it had an initial and continuing duty and obligation to do so.

294. Defendant failed to issue or issued improper and tardy service bulletins in regard to the helicopter and/or component parts.

295. Defendant Airbus, S.A.S. should have issued or requested issuance of proper airworthiness directives.

296. As a direct result of the failure of Defendant Airbus, S.A.S. to adequately warn of the risk of harm from the heretofore enumerated defects or hazards, Trevor Norris Cadigan was killed.

297. Defendant Airbus, S.A.S. had a non-delegable duty as to each of the actions enumerated herein.

298. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited

to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

299. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

300. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

### **EIGHTEENTH CAUSE OF ACTION**

#### **(STRICT LIABILITY - - DEFECTIVE DESIGN AND MANUFACTURE BY DEFENDANT AIRBUS HELICOPTERS, INC. - WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

301. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

302. Defendant Airbus, Inc. designed, manufactured, assembled, supplied, distributed and/or sold the aforementioned helicopter, referred to as an AS350 B2, and/or component parts thereof, including the fuel flow control lever and fuel shutoff lever, in the course of its business.

303. The aforesaid helicopter and/or component parts were defective and, because of the defect, the helicopter was unreasonably dangerous to a person who might reasonably be expected

to use, consume or be affected by the helicopter, including the decedent herein Trevor Norris Cadigan.

304. The aforesaid helicopter and/or component parts used therein relating to the fuel flow control lever and/or fuel shutoff lever were then in a defective condition, unreasonably dangerous when put to their reasonably anticipated uses into the stream of commerce.

305. The aforesaid helicopter was used in a manner reasonably anticipated by Defendant Airbus, Inc. and others.

306. The helicopter and/or component parts or systems referenced herein were expected to and did reach the user or consumer without substantial change in the condition in which they were sold.

307. The defects in the helicopter caused the injuries and damages to Plaintiffs.

308. The helicopter was defective and dangerous for reasons including, but not limited to, the following:

- a. Defendant designed, manufactured, and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever which was not equipped with a proper safety guard;
- b. Defendant knew that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident;
- c. Defendant supplied a pilot operating handbook or flight manual that did not safely and properly address the inadvertent and accidental contact and/or

- movement of the fuel flow control lever and/or fuel shutoff lever and safe emergency maneuvers;
- d. Defendant failed to provide the pilot of the subject helicopter with proper in-flight warning that the fuel flow control lever and/or fuel shutoff lever was inadvertently and accidentally contacted and/or moved;
  - e. Defendant supplied the subject helicopter without a proper warning system to advise the pilot of inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever;
  - f. Defendant selected and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever configuration which allowed the levers to be inadvertently and accidentally contacted and/or moved; and
  - g. Defendant designed and selected an unsafe and unreasonably dangerous location for the installation of the fuel flow control lever and/or fuel shutoff lever in that the levers could be inadvertently and accidentally contacted and/or moved.

309. Prior to the subject helicopter crash, Defendant Airbus, Inc. knew from other crashes and incidents of its helicopters that the levers on its helicopters could be easily and inadvertently moved out of their detents by objects or persons, including the pilot and passengers.

310. Prior to the subject helicopter crash, Defendant Airbus, Inc. knew from a October 20, 2010 Safety Recommendation from the National Transportation Safety Board (NTSB) that the design and location of the fuel flow control lever and its detent track “allows for easy access to and inadvertent movement of the FFCL, which could cause a serious or catastrophic accident if the movement occurs at a critical point during flight or on the ground.”

311. Defendant Airbus, Inc. had a non-delegable duty as to each of the actions enumerated herein.

312. The conduct of Defendant Airbus, Inc. was willful and wanton given their conscious decision to not modify their helicopters, including the subject AS350 B2 helicopter, to ensure that the fuel flow control lever and/or fuel shutoff lever was protected to prevent unintentional and accidental movement.

313. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Airbus, Inc., Trevor Norris Cadigan was killed.

314. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

315. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

316. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**NINETEENTH CAUSE OF ACTION**

**(STRICT LIABILITY -- FAILURE TO WARN BY DEFENDANT  
AIRBUS HELICOPTERS, INC. – WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

317. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

318. The helicopter which crashed on March 11, 2018 was then unreasonably dangerous when put to a reasonably anticipated use without knowledge of its characteristics.

319. That at all times pertinent hereto, Defendant Airbus, Inc. failed to provide an adequate warning as to the dangers of use of said helicopter, including the fuel flow control lever and/or fuel shutoff lever, which were then unreasonably dangerous.

320. Defendant Airbus, Inc. failed to adequately warn foreseeable users of the risk of harm from the defective design of the fuel flow control lever and/or fuel shutoff lever in that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident.

321. The helicopter was used in a manner reasonably anticipated.

322. Defendant Airbus, Inc. had a non-delegable duty as to each of the actions enumerated herein.

323. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Airbus, Inc., Trevor Norris Cadigan was killed.

324. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the



reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

325. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

326. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

### **TWENTIETH CAUSE OF ACTION**

#### **(NEGLIGENCE - - FAILURE OF DEFENDANT AIRBUS HELICOPTERS, INC., TO USE ORDINARY CARE TO DESIGN AND MANUFACTURE HELICOPTER – WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

327. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

328. Defendant Airbus, Inc. designed, manufactured, assembled, supplied, distributed, or sold the aforementioned helicopter and/or related component parts used therein in the course of its business.

329. Defendant Airbus, Inc. held itself out as an entity that could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute and sell helicopters and/or component parts.

330. Defendant Airbus, Inc. had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, importer, distributor, and seller of helicopters and component parts would use under the same or similar circumstances.

331. Defendant Airbus, Inc. was negligent by failing to exercise reasonable care to prevent the helicopter from creating an unreasonable risk of harm to the person or one who might reasonably be expected to use or be affected by the helicopter while it was being used in the manner Defendant Airbus, Inc. might have reasonably expected.

332. Trevor Norris Cadigan was one of those persons that Defendant Airbus, Inc. should reasonably have expected to use or be affected by this helicopter.

333. The helicopter and related component parts designed, manufactured, and sold by Defendant Airbus, Inc. were defective and otherwise flawed, which had the effect of creating a catastrophic failure during flight.

334. The aforesaid helicopter and/or component parts used therein relating to the design and location of the fuel flow control lever and/or fuel shutoff lever designed, manufactured, and sold by Defendant Airbus, Inc. was defective and otherwise flawed, which had the effect of allowing the levers to be inadvertently and accidentally contacted and/or moved during flight.

335. Defendant Airbus, Inc. knew or by using ordinary care should have known of the foreseeable risk of harm caused by such flawed and dangerous condition as was created by its failure to properly design, test, manufacture, sell, monitor, field performance, accumulate field data, recall and distribute safe helicopters and component parts.

336. Defendant Airbus, Inc. was further negligent for reasons including, but not limited to, the following:

- a. Defendant designed, manufactured, and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever which was not equipped with a proper safety guard;
- b. Defendant knew that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident;
- c. Defendant supplied a pilot operating handbook or flight manual that did not safely and properly address the inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever and safe emergency maneuvers;
- d. Defendant failed to provide the pilot of the subject helicopter with proper in-flight warning that the fuel flow control lever and/or fuel shutoff lever was inadvertently and accidentally contacted and/or moved;
- e. Defendant supplied the subject helicopter without a proper warning system to advise the pilot of inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel shutoff lever;
- f. Defendant selected and supplied an unsafe and unreasonably dangerous fuel flow control lever and/or fuel shutoff lever configuration which allowed the levers to be inadvertently and accidentally contacted and/or moved; and
- g. Defendant designed and selected an unsafe and unreasonably dangerous location for the installation of the fuel flow control lever and/or fuel shutoff lever in that the levers could be inadvertently and accidentally contacted

and/or moved. Prior to the subject helicopter crash, Defendant Airbus, Inc. knew from other crashes of its helicopters that if a helicopter is not equipped with a crash resistance fuel system, it is not crashworthy and is incapable of withstanding impact of a minimal to moderate nature.

337. Prior to the subject helicopter crash, Defendant Airbus, Inc. knew from other crashes and incidents of its helicopters that the levers on its helicopters could be easily and inadvertently moved out of their detents by objects or persons, including the pilot and passengers.

338. Prior to the subject helicopter crash, Defendant Airbus, Inc. knew from a October 20, 2010 Safety Recommendation from the National Transportation Safety Board (NTSB) that the design and location of the fuel flow control lever and its detent track “allows for easy access to and inadvertent movement of the FFCL, which could cause a serious or catastrophic accident if the movement occurs at a critical point during flight or on the ground.”

339. Defendant Airbus, Inc. had a non-delegable duty as to each of the actions enumerated herein.

340. The conduct of Defendant Airbus, Inc. was willful and wanton given their conscious decision to not modify their helicopters, including the subject AS350 B2 helicopter, to ensure that the fuel flow control lever and/or fuel shutoff lever was protected to prevent unintentional and accidental movement.

341. As a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant Airbus, Inc., the subject helicopter crashed and burned at the aforesaid location, thereby causing the death of Trevor Norris Cadigan complained of herein.

342. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited

to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

343. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

344. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**TWENTY-FIRST CAUSE OF ACTION**

**(NEGLIGENCE - - FAILURE OF DEFENDANT AIRBUS  
HELICOPTERS, INC. TO WARN OF KNOWN HAZARD -  
WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

345. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

346. The helicopter and component parts, manufactured and sold by Defendant Airbus, Inc. were in a defective condition and unreasonably dangerous.

347. Defendant Airbus, Inc. failed to adequately warn foreseeable users of the risk of harm from the defective design of the fuel flow control lever and/or fuel shutoff lever in that inadvertent and accidental contact and/or movement of the fuel flow control lever and/or fuel

shutoff lever leads to an engine overspeed event or loss of engine power which renders the helicopter unsafe and which could cause a serious or catastrophic accident.

348. Defendant Airbus, Inc. failed to properly and timely report known and suspected defects, malfunctions, and failures including the precise nature and mechanism of the defect, malfunction and failure in the aircraft which is the subject of this lawsuit and thereby breached its duty to repair, replace, recall, inform and warn operators, users, passengers and others of the known and anticipated malfunctions, problems, safety hazards and defects associated with the use and continued use of the helicopter and component parts.

349. Defendant Airbus, Inc. failed to report, warn, instruct, recall, replace, repair, inspect, test, investigate and monitor the safety and related hazards of the subject helicopter and component parts, including the fuel flow control lever and/or fuel shutoff lever wherein it had an initial and continuing duty and obligation to do so.

350. Defendant failed to issue or issued improper and tardy service bulletins in regard to the helicopter and/or component parts.

351. Defendant Airbus, Inc. should have issued or requested issuance of proper airworthiness directives.

352. As a direct result of the failure of Defendant Airbus, Inc. to adequately warn of the risk of harm from the heretofore enumerated defects or hazards, Trevor Norris Cadigan was killed.

353. Defendant Airbus, Inc. had a non-delegable duty as to each of the actions enumerated herein.

354. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the

reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

355. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

356. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

### **TWENTY-SECOND CAUSE OF ACTION**

#### **(STRICT LIABILITY - - DEFECTIVE DESIGN AND MANUFACTURE BY DEFENDANT DART AEROSPACE – WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

357. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

358. Defendant DART Aerospace designed, manufactured, assembled, supplied, distributed and/or sold the aforementioned helicopter emergency flotation system in the course of its business.

359. The aforesaid helicopter emergency flotation system was defective and, because of the defect, the helicopter was unreasonably dangerous to a person who might reasonably be

expected to use, consume or be affected by the helicopter, including the decedent herein Trevor Norris Cadigan.

360. The aforesaid helicopter emergency flotation system was then in a defective condition, unreasonably dangerous when put to its reasonably anticipated uses into the stream of commerce.

361. The aforesaid helicopter was used in a manner reasonably anticipated by Defendant DART Aerospace and others.

362. The helicopter emergency flotation system referenced herein was expected to and did reach the user or consumer without substantial change in the condition in which it was sold.

363. The defects in the helicopter emergency flotation system caused the injuries and damages to Plaintiffs.

364. The helicopter emergency flotation system was defective and dangerous for reasons including, but not limited to, the following:

- a. Defendant designed, manufactured, and supplied an unsafe and unreasonably dangerous emergency float system which would not inflate properly and asymmetrically, causing the helicopter to roll upon an emergency water landing;
- b. Defendant knew that if the emergency float system did not inflate properly and asymmetrically, the helicopter could roll upon an emergency water landing which could cause a serious or catastrophic accident, including passengers drowning;



- c. Defendant supplied a supplemental flight manual that did not safely and properly address the failure of the emergency flotation system to inflate properly and asymmetrically and emergency procedures;
- d. Defendant failed to provide the pilot of the subject helicopter with proper in-flight warning that the emergency flotation system was not inflated properly and asymmetrically upon activation; and
- e. Defendant selected and supplied an unsafe and unreasonably dangerous emergency flotation system which allowed only a portion of the flotation devices to inflate, leaving the helicopter unevenly balanced, therefore leading to the helicopter rolling over in the water.

365. Prior to the subject helicopter crash, Defendant DART Aerospace knew from other crashes and incidents that if the emergency flotation system does not properly activate that the helicopter can roll over in the water.

366. The conduct of Defendant DART Aerospace was willful and wanton given their conscious decision to manufacture and market the faulty and unsafe helicopter emergency flotation system.

367. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant DART Aerospace, Trevor Norris Cadigan was killed.

368. Defendant DART Aerospace has a non-delegable duty as to each of the actions enumerated herein.

369. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the

reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

370. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

371. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**TWENTY-THIRD CAUSE OF ACTION**

**(STRICT LIABILITY - - FAILURE TO WARN BY DEFENDANT  
DART AEROSPACE – WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

372. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

373. The helicopter which crashed on March 11, 2018 was then unreasonably dangerous when put to a reasonably anticipated use without knowledge of its characteristics.

374. That at all times pertinent hereto, Defendant DART Aerospace failed to provide an adequate warning as to the dangers of use of said helicopter emergency flotation system, which was then unreasonably dangerous.

375. Defendant DART Aerospace failed to adequately warn foreseeable users of the risk of harm from the defective design of the emergency flotation system in that the failure of the emergency flotation system to properly and asymmetrically inflate upon activation could cause the helicopter to roll over after an emergency water landing, causing a serious or catastrophic accident, including the drowning of the passengers on the helicopter.

376. The helicopter was used in a manner reasonably anticipated.

377. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant DART Aerospace, Trevor Norris Cadigan was killed.

378. Defendant DART Aerospace had a non-delegable duty as to each of the actions enumerated herein.

379. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

380. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

381. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**TWENTY-FOURTH CAUSE OF ACTION**

**(NEGLIGENCE -- FAILURE OF DEFENDANT DART AEROSPACE  
TO USE ORDINARY CARE TO DESIGN AND MANUFACTURE  
HELICOPTER -- WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

382. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

383. Defendant DART Aerospace designed, manufactured, assembled, supplied, distributed, or sold the aforementioned helicopter emergency flotation system used therein in the course of its business.

384. Defendant DART Aerospace held itself out as an entity that could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute and sell helicopter emergency flotation systems.

385. Defendant DART Aerospace had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, importer, distributor, and seller of helicopter emergency flotation systems would use under the same or similar circumstances.

386. Defendant DART Aerospace was negligent by failing to exercise reasonable care to prevent the helicopter emergency flotation system from creating an unreasonable risk of harm to the person or one who might reasonably be expected to use or be affected by the helicopter emergency flotation system while it was being used in the manner Defendant DART Aerospace might have reasonably expected.

387. Trevor Norris Cadigan was one of those persons that Defendant DART Aerospace should reasonably have expected to use or be affected by this helicopter emergency flotation system.

388. The helicopter emergency flotation system which was designed, manufactured, and sold by Defendant DART Aerospace was defective and otherwise flawed, which had the effect of creating a catastrophic accident upon an emergency water landing.

389. The aforesaid helicopter emergency flotation system used therein relating to proper and asymmetrical inflation after activation was defective and otherwise flawed, which had the effect of allowing the helicopter to roll over upon an emergency water landing.

390. Defendant DART Aerospace knew or by using ordinary care should have known of the foreseeable risk of harm caused by such flawed and dangerous condition as was created by its failure to properly design, test, manufacture, sell, monitor, field performance, accumulate field data, recall and distribute safe helicopter emergency flotation systems.

391. Defendant DART Aerospace was further negligent for reasons including, but not limited to, the following:

- a. Defendant designed, manufactured, and supplied an unsafe and unreasonably dangerous emergency float system which would not inflate properly and asymmetrically, causing the helicopter to roll upon an emergency water landing;
- b. Defendant knew that if the emergency float system did not inflate properly and asymmetrically, the helicopter could roll upon an emergency water landing which could cause a serious or catastrophic accident, including passengers drowning;

- c. Defendant supplied a supplemental flight manual that did not safely and properly address the failure of the emergency flotation system to inflate properly and asymmetrically and emergency procedures;
- d. Defendant failed to provide the pilot of the subject helicopter with proper in-flight warning that the emergency flotation system was not inflated properly and asymmetrically upon activation; and
- e. Defendant selected and supplied an unsafe and unreasonably dangerous emergency flotation system which allowed only a portion of the flotation devices to inflate, leaving the helicopter unevenly balanced, therefore leading to the helicopter rolling over in the water.

392. Prior to the subject helicopter crash, Defendant DART Aerospace knew from other crashes and incidents that if the emergency flotation system does not properly activate that the helicopter can roll over in the water.

393. Defendant DART Aerospace had a non-delegable duty as to each of the actions enumerated herein.

394. The conduct of Defendant DART Aerospace was willful and wanton given their conscious decision to manufacture and market the faulty and unsafe helicopter emergency flotation system.

395. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant DART Aerospace, Trevor Norris Cadigan was killed.

396. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the

reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

397. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

398. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

#### **TWENTY-FIFTH CAUSE OF ACTION**

##### **(NEGLIGENCE - - FAILURE OF DEFENDANT DART AEROSPACE TO WARN OF KNOWN HAZARD - WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

399. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

400. The helicopter emergency flotation system, manufactured and sold by Defendant DART Aerospace was in a defective condition and unreasonably dangerous.

401. Defendant DART Aerospace failed to adequately warn foreseeable users of the risk of harm from the defective design of the emergency flotation system in that the failure of the system to inflate properly and asymmetrically upon activation renders the helicopter unsafe and could cause a serious or catastrophic accident, including drowning of passengers.

402. Defendant DART Aerospace failed to properly and timely report known and suspected defects, malfunctions, and failures including the precise nature and mechanism of the defect, malfunction and failure in the helicopter emergency flotation system which is the subject of this lawsuit and thereby breached its duty to repair, replace, recall, inform and warn operators, users, passengers and others of the known and anticipated malfunctions, problems, safety hazards and defects associated with the use and continued use of the helicopter emergency flotation system.

403. Defendant DART Aerospace failed to report, warn, instruct, recall, replace, repair, inspect, test, investigate and monitor the safety and related hazards of the subject helicopter emergency flotation system wherein it had an initial and continuing duty and obligation to do so.

404. Defendant failed to issue or issued improper and tardy service bulletins in regard to the helicopter emergency flotation system.

405. Defendant DART Aerospace should have issued or requested issuance of proper airworthiness directives.

406. As a direct result of the failure of Defendant DART Aerospace to adequately warn of the risk of harm from the heretofore enumerated defects or hazards, Trevor Norris Cadigan was killed.

407. Defendant DART Aerospace had a non-delegable duty as to each of the actions enumerated herein.

408. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such



death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

409. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

410. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**TWENTY-SIXTH CAUSE OF ACTION**

**(NEGLIGENCE - - FAILURE OF DEFENDANT EUROTEC VERTICAL FLIGHT SOLUTIONS, LLC TO USE ORDINARY CARE TO INSTALL, SERVICE AND INSPECT HELICOPTER SAFETY EQUIPMENT - - WRONGFUL DEATH OF TREVOR NORRIS CADIGAN)**

411. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

412. Defendant EuroTec Vertical Flight Solutions installed, serviced and/or inspected the aforementioned helicopter emergency float kit, dual cable plate assembly and component parts used therein in the course of its business.

413. Defendant EuroTec Vertical Flight Solutions held itself out as an entity that could carefully and competently install, service and/or inspect helicopter emergency float kits, dual cable plate assemblies and component parts.

414. Defendant EuroTec Vertical Flight Solutions had a duty to use that degree of care that an ordinarily careful and prudent maintenance, repair and overhaul facility would use under the same or similar circumstances.

415. Defendant EuroTec Vertical Flight Solutions was negligent by failing to exercise reasonable care to prevent the helicopter emergency float kit, dual cable plate assembly and component parts from creating an unreasonable risk of harm to the person or one who might reasonably be expected to use or be affected by the helicopter emergency flotation system while it was being used in the manner Defendant EuroTec Vertical Flight Solutions might have reasonably expected.

416. Trevor Norris Cadigan was one of those persons that Defendant EuroTec Vertical Flight Solutions should reasonably have expected to use or be affected by this helicopter emergency flotation system.

417. The helicopter emergency float kit, dual cable plate assembly and component parts which were installed, serviced and/or inspected by Defendant EuroTec Vertical Flight Solutions were defective and otherwise flawed, which had the effect of creating a catastrophic accident upon an emergency water landing.

418. The aforesaid helicopter emergency float kit, dual cable plate assembly and component parts used therein relating to proper and asymmetrical inflation after activation were defective and otherwise flawed, which had the effect of allowing the helicopter to roll over upon an emergency water landing.

419. Defendant EuroTec Vertical Flight Solutions knew or by using ordinary care should have known of the foreseeable risk of harm caused by such flawed and dangerous condition as was

created by its failure to properly install, service and/or inspect the helicopter emergency float kit, dual cable plate assembly and component parts.

420. Defendant EuroTec Vertical Flight Solutions was further negligent for reasons including, but not limited to, the following:

- a. Defendant installed an unsafe and unreasonably dangerous emergency float system which would not inflate properly and asymmetrically, causing the helicopter to roll upon an emergency water landing;
- b. Defendant knew that if the emergency float system did not inflate properly and asymmetrically, the helicopter could roll upon an emergency water landing which could cause a serious or catastrophic accident, including passengers drowning;
- c. Defendant did not install the helicopter emergency float kit, dual cable plate assembly and component parts in accordance with the manufacturer's guidelines.

421. Prior to the subject helicopter crash, Defendant EuroTec Vertical Flight Solutions knew from other crashes and incidents that if the emergency flotation system does not properly activate that the helicopter can roll over in the water.

422. Defendant EuroTec Vertical Flight Solutions had a non-delegable duty as to each of the actions enumerated herein.

423. The conduct of Defendant EuroTec Vertical Flight Solutions was willful and wanton given their conscious decision to install, service and/or inspect the faulty and unsafe helicopter emergency float kit, dual cable plate assembly and component parts.

424. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant EuroTec Vertical Flight Solutions, Trevor Norris Cadigan was killed.

425. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

426. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

427. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**TWENTY-SEVENTH CAUSE OF ACTION**

**(NEGLIGENCE - - FAILURE OF DEFENDANT EUROTEC CANADA  
TO USE ORDINARY CARE TO INSTALL, SERVICE AND INSPECT  
HELICOPTER SAFETY EQUIPMENT - WRONGFUL DEATH  
OF TREVOR NORRIS CADIGAN)**

428. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

429. Defendant EuroTec Canada installed, serviced and/or inspected the aforementioned helicopter emergency float kit, dual cable plate assembly and component parts used therein in the course of its business.

430. Defendant EuroTec Canada held itself out as an entity that could carefully and competently install, service and/or inspect helicopter emergency float kits, dual cable plate assemblies and component parts.

431. Defendant EuroTec Canada had a duty to use that degree of care that an ordinarily careful and prudent maintenance, repair and overhaul facility would use under the same or similar circumstances.

432. Defendant EuroTec Canada was negligent by failing to exercise reasonable care to prevent the helicopter emergency float kit, dual cable plate assembly and component parts from creating an unreasonable risk of harm to the person or one who might reasonably be expected to use or be affected by the helicopter emergency flotation system while it was being used in the manner Defendant EuroTec Canada might have reasonably expected.

433. Trevor Norris Cadigan was one of those persons that Defendant EuroTec Canada should reasonably have expected to use or be affected by this helicopter emergency flotation system.

434. The helicopter emergency float kit, dual cable plate assembly and component parts which were installed, serviced and/or inspected by Defendant EuroTec Canada were defective and otherwise flawed, which had the effect of creating a catastrophic accident upon an emergency water landing.

435. The aforesaid helicopter emergency float kit, dual cable plate assembly and component parts used therein relating to proper and asymmetrical inflation after activation were

defective and otherwise flawed, which had the effect of allowing the helicopter to roll over upon an emergency water landing.

436. Defendant EuroTec Canada knew or by using ordinary care should have known of the foreseeable risk of harm caused by such flawed and dangerous condition as was created by its failure to properly install, service and/or inspect the helicopter emergency float kit, dual cable plate assembly and component parts.

437. Defendant EuroTec Canada was further negligent for reasons including, but not limited to, the following:

- a. Defendant installed an unsafe and unreasonably dangerous emergency float system which would not inflate properly and asymmetrically, causing the helicopter to roll upon an emergency water landing;
- b. Defendant knew that if the emergency float system did not inflate properly and asymmetrically, the helicopter could roll upon an emergency water landing which could cause a serious or catastrophic accident, including passengers drowning;
- c. Defendant did not install the helicopter emergency float kit, dual cable plate assembly and component parts in accordance with the manufacturer's guidelines.

438. Prior to the subject helicopter crash, Defendant EuroTec Canada knew from other crashes and incidents that if the emergency flotation system does not properly activate that the helicopter can roll over in the water.

439. Defendant EuroTec Canada had a non-delegable duty as to each of the actions enumerated herein.

440. The conduct of EuroTec Canada was willful and wanton given their conscious decision to install, service and/or inspect the faulty and unsafe helicopter emergency float kit, dual cable plate assembly and component parts.

441. That as a direct and proximate result of the aforesaid negligence and carelessness on the part of Defendant EuroTec Canada, Trevor Norris Cadigan was killed.

442. By virtue of Trevor Norris Cadigan's untimely death, Plaintiffs are lawfully entitled to such damages as are fair and just for the death and loss thus occasioned, including but not limited to the pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the reasonable value of the services, consortium, companionship, comfort, society, instruction, guidance, counsel, training, and support of which Plaintiffs have been deprived by reason of such death, further including, loss of probable support, past and future lost income, household services, and other value of benefits which would have been provided by the deceased.

443. Plaintiffs further claim such damages as the decedent suffered between the time of injury and the time of death and for the recovery of which the decedent might have maintained an action had death not ensued including, but not limited to, mental anguish, physical disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering the aggravating circumstances attendant upon the fatal injury.

444. Plaintiffs further claim punitive damages in that the actions and conduct heretofore set out demonstrated a reckless disregard for safety and complete indifference to the safety and rights of others, including Plaintiffs' deceased.

**TWENTY-EIGHTH CAUSE OF ACTION****(PUNITIVE DAMAGES AS TO DEFENDANTS LIBERTY  
HELICOPTERS, INC., NY ON AIR LLC, FLYNYON LLC,  
AIRBUS HELICOPTERS, S.A.S., AIRBUS HELICOPTERS, INC.  
APICAL INDUSTRIES, INC. D/B/A DART AEROSPACE, EUROTEC  
VERTICAL FLIGHT SOLUTIONS AND EUROTEC CANADA)**

445. Plaintiffs hereby incorporate by reference, as though fully set out herein, each and every allegation of the preceding paragraphs.

446. That the aforesaid acts and omissions on the part of the aforesaid Defendants, constitute malice, oppression, and a conscious disregard of known safety procedures and regulations, thereby entitling Plaintiffs to Punitive Damages against said Defendants, in an amount to be proven at trial.

WHEREFORE, Plaintiffs respectfully request that judgment be entered against Defendants, jointly and severally, awarding compensatory damages to plaintiff in an amount to be determined at trial, awarding such other relief as the Court deems just and proper, including attorneys' fees and the costs and disbursements of this action.

Dated: New York, New York  
January 9, 2019

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**DEMAND FOR JURY TRIAL**

Plaintiffs demand trial by jury of the issues herein.

By: 

Matthew F. Schwartz