

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

JERRY CADIGAN, and NANCY CATON  
CADIGAN, as the Proposed Administrators of  
the Estate of TREVOR NORRIS CADIGAN,  
deceased,

Plaintiffs,

-against-

LIBERTY HELICOPTERS, INC., a New York  
Corporation; NYONAIR, LLC, a New Jersey  
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;

Defendants.

INDEX NO.: 152286/2018

**DEFENDANTS, LIBERTY  
HELICOPTERS, INC.,  
RICHARD ZEMKE VANCE  
AND MERIDIAN CONSULTING  
I CORPORATION, INC.’S  
AMENDED VERIFIED  
ANSWER TO PLAINTIFFS’  
FIRST AMENDED COMPLAINT**

SIRS:

Defendants, LIBERTY HELICOPTERS, INC. (“Liberty Helicopters”), its employee, RICHARD ZEMKE VANCE (“Vance”) and MERIDIAN CONSULTING I CORPORATION, INC. (“Meridian”)(collectively, “Liberty Helicopters” unless necessary to distinguish) by and through its attorneys, LEWIS BRISBOIS BISGAARD & SMITH, LLP, hereby amends its Response to Plaintiffs’ First Amended Complaint as follows:

**AS AND FOR AN AMENDED RESPONSE TO PLAINTIFFS'**  
**"INTRODUCTION PERTAINING TO ALL COUNTS"**

Liberty Helicopters is unable to discern any allegations against it contained herein; therefore, no response is necessary or required and respectfully refers all questions of law to the Court at time of trial. For record purposes, any allegations contained herein are denied.

**AS AND FOR AN AMENDED RESPONSE TO PLAINTIFFS'**  
**"INTRODUCTION PERTAINING TO ALL CAUSES OF ACTION"**  
**PLAINTIFFS**

1. Liberty Helicopters is without sufficient knowledge or information at this time to form a belief as to the truth or falsity of each and every allegation contained in Paragraph 1 of plaintiffs' First Amended Complaint; therefore, it leaves plaintiffs to their proofs and respectfully refers all questions of law to the Court at time of trial.

2. Liberty Helicopters is without sufficient knowledge or information at this time to form a belief as to the truth or falsity of each and every allegation contained in Paragraph 2 of plaintiffs' First Amended Complaint; therefore, it leaves plaintiffs to their proofs and respectfully refers all questions of law to the Court at time of trial.

**PLAINTIFFS' DECEASED**

3. Liberty Helicopters is without sufficient knowledge or information at this time to form a belief as to the truth or falsity of each and every allegation contained in Paragraph 3 of plaintiffs' First Amended Complaint; therefore, it leaves plaintiffs to their proofs and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
DEFENDANTS LIBERTY HELICOPTERS, INC.**

4. Liberty Helicopters admits the allegations contained in Paragraph 4 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

5. Liberty Helicopters admits the allegations contained in Paragraph 5 of plaintiffs' First Amended Complaint.

6. Liberty Helicopters admits only that it operated, maintained and serviced certain touring helicopters, in particular the subject helicopter, throughout the United States, including the State of New York. All other allegations contained in Paragraph 6 of plaintiffs' First Amended Complaint, are denied, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

7. The allegations contained in Paragraph 7 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required, and all questions of law are respectfully referred to the Court at time of trial.

**DEFENDANT NYONAIR, LLC**

8 – 11. The allegations contained in Paragraphs 8-11 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

**DEFENDANT FLYNYON, LLC**

12 – 15. The allegations contained in Paragraphs 12-15 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

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

16. Meridian admits the allegations contained in Paragraph 16 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

17. Meridian admits only that it purchased and was registered owner of certain helicopters periodically engaged in sightseeing and tour operations. Meridian denies the remaining allegations contained in Paragraph 17 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

18. Meridian admits only that it purchased and was registered owner of certain helicopters, including the subject helicopter, which periodically engaged in sightseeing and tour operations in New York and in the airspace of the United States. Meridian denies the remaining allegations contained in Paragraph 18 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

19. Meridian admits only that it was not directly engaged in operation of the subject helicopter, and all operational decisions were by other entities. Meridian denies the remaining allegations contained in Paragraph 19 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

**DEFENDANT RICHARD ZEMKE VANCE**

20. Vance admits the allegations contained in Paragraph 20 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

21. Vance admits only that Vance was employed by Liberty Helicopters at the time of the subject crash. All other allegations contained in Paragraph 21 of plaintiffs' First Amended Complaint are denied, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

22. Vance admits the allegations contained in Paragraph 22 of plaintiffs' First Amended Complaint, except to the extent the allegations contain questions of law, which are respectfully referred to the Court at time of trial.

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

23 – 31. The allegations contained in Paragraphs 23-31 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

**DEFENDANT AIRBUS HELICOPTERS, INC.**

32 – 39. The allegations contained in Paragraphs 32-39 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

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

40 – 43. The allegations contained in Paragraphs 40-43 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

**IDENTIFICATION OF AIRCRAFT**

44. Liberty Helicopters admits only that the helicopter involved in the accident that is the subject matter of this litigation was a 2013 Eurocopter AS350-B2, registered N350LH, serial number 7654 (the “subject aircraft”), and it operated that aircraft from time to time in connection with a sightseeing tour business. Any allegations contained in Paragraph 44 of plaintiffs’ First Amended Complaint which are not directed toward Liberty Helicopters do not require a response and all questions of law are respectfully referred to the Court at time of trial. All remaining allegations contained in Paragraph 44 of plaintiffs’ First Amended Complaint are denied.

**GENERAL ALLEGATIONS**

45. Liberty Helicopters admits only that it operated the subject aircraft on a flight on March 11, 2018 on which Trevor Norris Cadigan was a passenger (the “subject flight”), with “doors off,” meaning the doors had previously been removed from the subject aircraft. Liberty Helicopters lacks knowledge as to the scheduled or non-scheduled nature of the flight and respectfully refers all questions of law to the Court at time of trial.

46. Admitted, to the extent the allegations contained in Paragraph 46 of plaintiffs’ First Amended Complaint are directed toward Liberty Helicopters.

47. Admitted, to the extent the allegations contained in Paragraph 47 of plaintiffs’ First Amended Complaint are directed toward Liberty Helicopters.

48. Admitted, to the extent the allegations contained in Paragraph 48 of plaintiffs' First Amended Complaint are directed toward Liberty Helicopters.

49. Liberty Helicopters lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 49 of plaintiffs' First Amended Complaint, to the extent same are directed toward Liberty Helicopters; therefore, it leaves plaintiffs to their proofs and respectfully refers all questions of law to the Court at time of trial.

50. Liberty Helicopters lacks knowledge sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 50 of plaintiffs' First Amended Complaint, to the extent same are directed toward Liberty Helicopters; therefore, it leaves plaintiffs to their proofs and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
FIRST CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT LIBERTY  
HELICOPTERS**

51. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

52. Admitted.

53. The allegations contained in Paragraph 53 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

54. The allegations contained in Paragraph 54 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

55. The allegations contained in Paragraph 55 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters

respectfully refers same to the Court at time of trial. For record purposes, the allegations contained in this Paragraph are denied.

56. Liberty Helicopters denies each and every allegation contained in Paragraph 56 of plaintiffs' First Amended Complaint, including each and every subpart (a) through (h), and respectfully refers all questions of law to the Court at time of trial.

57. Liberty Helicopters denies each and every allegation contained in Paragraph 57 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

58. Liberty Helicopters denies each and every allegation contained in Paragraph 58 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

59. Liberty Helicopters denies each and every allegation contained in Paragraph 59 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

60. Liberty Helicopters denies each and every allegation contained in Paragraph 60 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

61. Liberty Helicopters denies each and every allegation contained in Paragraph 61 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

62. Liberty Helicopters denies each and every allegation contained in Paragraph 62 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

63. Liberty Helicopters denies each and every allegation contained in Paragraph 63 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO**  
**SECOND CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT LIBERTY**  
**HELICOPTERS**

64. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

65. Admitted.

66. The allegations contained in Paragraph 66 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

67. The allegations contained in Paragraph 67 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

68. Liberty Helicopters denies each and every allegation contained in Paragraph 68 of plaintiffs' First Amended Complaint, including each and every subpart (a) through (e), and respectfully refers all questions of law to the Court at time of trial.

69. Liberty Helicopters denies each and every allegation contained in Paragraph 69 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

70. Liberty Helicopters denies each and every allegation contained in Paragraph 70 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

71. Liberty Helicopters denies each and every allegation contained in Paragraph 71 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

72. Liberty Helicopters denies each and every allegation contained in Paragraph 72 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

73. Liberty Helicopters denies each and every allegation contained in Paragraph 73 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

74. Liberty Helicopters denies each and every allegation contained in Paragraph 74 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

75. Liberty Helicopters denies each and every allegation contained in Paragraph 75 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

76. Liberty Helicopters denies each and every allegation contained in Paragraph 76 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

77. Liberty Helicopters denies each and every allegation contained in Paragraph 77 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

78. The allegations contained in Paragraph 78 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

79. Liberty Helicopters denies each and every allegation contained in Paragraph 79 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

80. Liberty Helicopters denies each and every allegation contained in Paragraph 80 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

81. Liberty Helicopters denies each and every allegation contained in Paragraph 81 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

82. Liberty Helicopters denies each and every allegation contained in Paragraph 82 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
THIRD CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT LIBERTY  
HELICOPTERS**

83. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

84. Admitted.

85. The allegations contained in Paragraph 85 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

86. Liberty Helicopters denies each and every allegation contained in Paragraph 86 of plaintiffs' First Amended Complaint, including each and every subpart (a) through (e), and respectfully refers all questions of law to the Court at time of trial.

87. Liberty Helicopters denies each and every allegation contained in Paragraph 87 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

88. Liberty Helicopters denies each and every allegation contained in Paragraph 88 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

89. Liberty Helicopters denies each and every allegation contained in Paragraph 89 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

90. Liberty Helicopters denies each and every allegation contained in Paragraph 90 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

91. Liberty Helicopters denies each and every allegation contained in Paragraph 91 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

92. Liberty Helicopters denies each and every allegation contained in Paragraph 92 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

93. Liberty Helicopters denies each and every allegation contained in Paragraph 93 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

94. Liberty Helicopters denies each and every allegation contained in Paragraph 94 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

95. Liberty Helicopters denies each and every allegation contained in Paragraph 95 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

96. The allegations contained in Paragraph 96 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

97. Liberty Helicopters denies each and every allegation contained in Paragraph 97 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

98. Liberty Helicopters denies each and every allegation contained in Paragraph 98 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

99. Liberty Helicopters denies each and every allegation contained in Paragraph 99 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

100. Liberty Helicopters denies each and every allegation contained in Paragraph 100 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
FOURTH CAUSE OF ACTION – COMMON CARRIER LIABILITY OF DEFENDANT  
LIBERTY HELICOPTERS**

101. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

102. Liberty Helicopters admits only Trevor Norris Cadigan was a passenger for hire on a helicopter tour flight operated by Liberty Helicopters. All other allegations contained within Paragraph 102 of plaintiffs' First Amended Complaint are denied and all questions of law are respectfully referred to the Court at time of trial.

103. Admitted.

104. Admitted.

105. The allegations contained in Paragraph 105 of plaintiffs' First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Liberty Helicopters respectfully refers same to the Court at time of trial.

106. Liberty Helicopters denies each and every allegation contained in Paragraph 106 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

107. Liberty Helicopters denies each and every allegation contained in Paragraph 107 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

108. Liberty Helicopters denies each and every allegation contained in Paragraph 108 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

109. Liberty Helicopters denies each and every allegation contained in Paragraph 109 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

110. Liberty Helicopters denies each and every allegation contained in Paragraph 110 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

111. Liberty Helicopters denies each and every allegation contained in Paragraph 111 of plaintiffs' First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
FIFTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT NYONAIR**

112. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

113 – 127. The allegations contained in Paragraphs 113-127 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

128. Liberty Helicopters denies each and every allegation contained in Paragraph 128 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

129. Liberty Helicopters denies each and every allegation contained in Paragraph 129 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

130. Liberty Helicopters denies each and every allegation contained in Paragraph 130 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
SIXTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT NYONAIR**

131. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

132 – 133. The allegations contained in Paragraphs 132-133 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

134. Liberty Helicopters denies each and every allegation contained in Paragraph 134 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, including each and every subpart (a) through (e), and respectfully refers all questions of law to the Court at time of trial.

135 – 145. The allegations contained in Paragraphs 135-145 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

146. Liberty Helicopters denies each and every allegation contained in Paragraph 146 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

147. Liberty Helicopters denies each and every allegation contained in Paragraph 147 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

148. Liberty Helicopters denies each and every allegation contained in Paragraph 148 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO**  
**SEVENTH CAUSE OF ACTION – COMMON CARRIER LIABILITY OF DEFENDANT**  
**NYONAIR**

149. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

150 – 156. The allegations contained in Paragraphs 150-156 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

157. Liberty Helicopters denies each and every allegation contained in Paragraph 157 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

158. Liberty Helicopters denies each and every allegation contained in Paragraph 158 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

159. Liberty Helicopters denies each and every allegation contained in Paragraph 159 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
EIGHTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT FLYNYON**

160. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

161 – 175. The allegations contained in Paragraphs 161-175 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

176. Liberty Helicopters denies each and every allegation contained in Paragraph 176 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

177. Liberty Helicopters denies each and every allegation contained in Paragraph 177 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

178. Liberty Helicopters denies each and every allegation contained in Paragraph 178 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
NINTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT FLYNYON**

179. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

180 – 193. The allegations contained in Paragraphs 180-193 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

194. Liberty Helicopters denies each and every allegation contained in Paragraph 194 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

195. Liberty Helicopters denies each and every allegation contained in Paragraph 195 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

196. Liberty Helicopters denies each and every allegation contained in Paragraph 196 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO**  
**TENTH CAUSE OF ACTION – COMMON CARRIER LIABILITY OF DEFENDANT**  
**FLYNYON**

197. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

198 – 204. The allegations contained in Paragraphs 198-204 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

205. Liberty Helicopters denies each and every allegation contained in Paragraph 205 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

206. Liberty Helicopters denies each and every allegation contained in Paragraph 206 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

207. Liberty Helicopters denies each and every allegation contained in Paragraph 207 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO**  
**ELEVENTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT MERIDIAN**  
**CONSULTING I**

208. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

209. Meridian denies each and every allegation contained in Paragraph 209 of plaintiffs' First Amended Complaint, including all subparts (a) through (j), to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

210. The allegations contained in Paragraph 210 of plaintiffs' First Amended Complaint seek legal conclusions, to the extent same are directed toward it,; therefore, no response is necessary or required and Meridian respectfully refers all questions of law to the Court at time of trial.

211. The allegations contained in Paragraph 211 of plaintiffs' First Amended Complaint seek legal conclusions, to the extent same are directed toward it,; therefore, no

response is necessary or required and Meridian respectfully refers all questions of law to the Court at time of trial.

212. Meridian denies each and every allegation contained in Paragraph 212 of plaintiffs' First Amended Complaint, including all subparts (a) through (j), to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

213. The allegations contained in Paragraph 213 of plaintiffs' First Amended Complaint seek legal conclusions, to the extent same are directed toward it,; therefore, no response is necessary or required and Meridian respectfully refers all questions of law to the Court at time of trial.

214. Meridian denies each and every allegation contained in Paragraph 214 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

215. Liberty Helicopters denies each and every allegation contained in Paragraph 215 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

216. Liberty Helicopters denies each and every allegation contained in Paragraph 216 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWELFTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT MERIDIAN  
CONSULTING I**

217. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

218. Meridian denies each and every allegation contained in Paragraph 218 of plaintiffs' First Amended Complaint, including all subparts (a) through (j), to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

219. The allegations contained in Paragraph 219 of plaintiffs' First Amended Complaint seek legal conclusions, to the extent same are directed toward it,; therefore, no response is necessary or required and Meridian respectfully refers all questions of law to the Court at time of trial.

220. Meridian denies each and every allegation contained in Paragraph 220 of plaintiffs' First Amended Complaint, including all subparts (a) through (j), to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

221. The allegations contained in Paragraph 221 of plaintiffs' First Amended Complaint seek legal conclusions, to the extent same are directed toward it,; therefore, no response is necessary or required and Meridian respectfully refers all questions of law to the Court at time of trial.

222. Liberty Helicopters denies each and every allegation contained in Paragraph 222 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

223. Liberty Helicopters denies each and every allegation contained in Paragraph 223 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

224. Liberty Helicopters denies each and every allegation contained in Paragraph 224 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
THIRTEENTH CAUSE OF ACTION – NEGLIGENCE OF DEFENDANT RICHARD  
ZEMKE VANCE**

225. Admitted.

226. Admitted.

227. The allegations contained in Paragraph 227 of plaintiffs’ First Amended Complaint seek legal conclusions; therefore, no response is necessary or required and Vance respectfully refers same to the Court at time of trial.

228. Vance denies each and every allegation contained in Paragraph 228 of plaintiffs’ First Amended Complaint, including each and every subpart (a) through (h), and respectfully refers all questions of law to the Court at time of trial.

229. Vance denies each and every allegation contained in Paragraph 229 of plaintiffs’ First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

230. Vance denies each and every allegation contained in Paragraph 230 of plaintiffs’ First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

231. Vance denies each and every allegation contained in Paragraph 231 of plaintiffs’ First Amended Complaint and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
FOURTEENTH CAUSE OF ACTION – STRICT LIABILITY, DEFECTIVE DESIGN OR  
MANUFACTURE OF DEFENDANT AIRBUS HELICOPTERS S.A.S.**

232. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

233 – 244. The allegations contained in Paragraphs 233-234 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is

necessary or required and all questions of law are respectfully referred to the Court at time of trial.

245. Liberty Helicopters denies each and every allegation contained in Paragraph 245 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

246. Liberty Helicopters denies each and every allegation contained in Paragraph 246 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

247. Liberty Helicopters denies each and every allegation contained in Paragraph 247 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
FIFTEENTH CAUSE OF ACTION – STRICT LIABILITY – FAILURE TO WARN OF  
DEFENDANT AIRBUS HELICOPTERS S.A.S.**

248. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

249 – 254. The allegations contained in Paragraphs 249-254 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

255. Liberty Helicopters denies each and every allegation contained in Paragraph 255 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

256. Liberty Helicopters denies each and every allegation contained in Paragraph 256 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

257. Liberty Helicopters denies each and every allegation contained in Paragraph 257 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
SIXTEENTH CAUSE OF ACTION – NEGLIGENCE – FAILURE TO USE ORDINARY  
CARE OF DEFENDANT AIRBUS HELICOPTERS S.A.S.**

258. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

259 – 272. The allegations contained in Paragraphs 259-272 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

273. Liberty Helicopters denies each and every allegation contained in Paragraph 273 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

274. Liberty Helicopters denies each and every allegation contained in Paragraph 274 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

275. Liberty Helicopters denies each and every allegation contained in Paragraph 275 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
FOURTEENTH CAUSE OF ACTION – NEGLIGENCE – FAILURE TO WARN OF  
DEFENDANT AIRBUS HELICOPTERS S.A.S.**

276. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

277 – 284. The allegations contained in Paragraphs 277-284 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

285. Liberty Helicopters denies each and every allegation contained in Paragraph 285 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

286. Liberty Helicopters denies each and every allegation contained in Paragraph 286 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

287. Liberty Helicopters denies each and every allegation contained in Paragraph 287 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
EIGHTEENTH CAUSE OF ACTION – STRICT LIABILITY – DEFECTIVE DESIGN  
AND MANUFACTURE OF DEFENDANT AIRBUS HELICOPTERS INC.**

288. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

289 – 300. The allegations contained in Paragraphs 289-300 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is

necessary or required and all questions of law are respectfully referred to the Court at time of trial.

301. Liberty Helicopters denies each and every allegation contained in Paragraph 301 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

302. Liberty Helicopters denies each and every allegation contained in Paragraph 302 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

303. Liberty Helicopters denies each and every allegation contained in Paragraph 303 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
NINETEENTH CAUSE OF ACTION – STRICT LIABILITY – FAILURE TO WARN OF  
DEFENDANT AIRBUS HELICOPTERS INC.**

304. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

305 – 310. The allegations contained in Paragraphs 305-310 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

311. Liberty Helicopters denies each and every allegation contained in Paragraph 311 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

312. Liberty Helicopters denies each and every allegation contained in Paragraph 312 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

313. Liberty Helicopters denies each and every allegation contained in Paragraph 313 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTIETH CAUSE OF ACTION – NEGLIGENCE – FAILURE TO USE ORDINARY  
CARE OF DEFENDANT AIRBUS HELICOPTERS INC.**

314. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

315 – 328. The allegations contained in Paragraphs 315-328 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

329. Liberty Helicopters denies each and every allegation contained in Paragraph 329 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

330. Liberty Helicopters denies each and every allegation contained in Paragraph 330 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

331. Liberty Helicopters denies each and every allegation contained in Paragraph 331 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTY-FIRST CAUSE OF ACTION – NEGLIGENCE – FAILURE TO WARN OF  
KNOWN HAZARD OF DEFENDANT AIRBUS HELICOPTERS INC.**

332. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

333 – 340. The allegations contained in Paragraphs 333-340 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

341. Liberty Helicopters denies each and every allegation contained in Paragraph 341 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

342. Liberty Helicopters denies each and every allegation contained in Paragraph 342 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

343. Liberty Helicopters denies each and every allegation contained in Paragraph 343 of plaintiffs’ First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTY-SECOND CAUSE OF ACTION – STRICT LIABILITY – DEFECTIVE  
DESIGN AND MANUFACTURE OF DEFENDANT DART AEROSPACE**

344. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

345 – 355. The allegations contained in Paragraphs 345-355 of plaintiffs’ First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is

necessary or required and all questions of law are respectfully referred to the Court at time of trial.

356. Liberty Helicopters denies each and every allegation contained in Paragraph 356 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

357. Liberty Helicopters denies each and every allegation contained in Paragraph 357 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

358. Liberty Helicopters denies each and every allegation contained in Paragraph 358 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTY-THIRD CAUSE OF ACTION – STRICT LIABILITY – FAILURE TO WARN  
OF DEFENDANT DART AEROSPACE**

359. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

360 – 365. The allegations contained in Paragraphs 360-365 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

366. Liberty Helicopters denies each and every allegation contained in Paragraph 366 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

367. Liberty Helicopters denies each and every allegation contained in Paragraph 367 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

368. Liberty Helicopters denies each and every allegation contained in Paragraph 368 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTY-FOURTH CAUSE OF ACTION – NEGLIGENCE – FAILURE TO USE  
ORDINARY CARE OF DEFENDANT DART AEROSPACE**

369. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

370 – 382. The allegations contained in Paragraphs 370-382 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

383. Liberty Helicopters denies each and every allegation contained in Paragraph 383 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

384. Liberty Helicopters denies each and every allegation contained in Paragraph 384 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

385. Liberty Helicopters denies each and every allegation contained in Paragraph 385 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTY-FIFTH CAUSE OF ACTION – NEGLIGENCE – FAILURE TO WARN OF  
DEFENDANT DART AEROSPACE**

386. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

387 – 394. The allegations contained in Paragraphs 387-394 of plaintiffs' First Amended Complaint are not directed toward Liberty Helicopters; therefore, no response is necessary or required and all questions of law are respectfully referred to the Court at time of trial.

395. Liberty Helicopters denies each and every allegation contained in Paragraph 395 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

396. Liberty Helicopters denies each and every allegation contained in Paragraph 396 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

397. Liberty Helicopters denies each and every allegation contained in Paragraph 397 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**AS AND FOR AN AMENDED RESPONSE TO  
TWENTY-SIXTH CAUSE OF ACTION CAUSE OF ACTION – PUNITIVE DAMAGES  
OF DEFENDANT LIBERTY HELICOPTERS**

398. Liberty Helicopters incorporates by reference all previous responses as if more fully set forth herein at length.

399. Liberty Helicopters denies each and every allegation contained in Paragraph 399 of plaintiffs' First Amended Complaint, to the extent same are directed toward it, and respectfully refers all questions of law to the Court at time of trial.

**FIRST AFFIRMATIVE DEFENSE**

The plaintiffs' First Amended Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The plaintiffs' First Amended Complaint is barred by reason of the Statute of Limitations or other applicable rules, statutes or regulations controlling or requiring the initiation of a suit within a certain period of time following the accrual of the cause of action.

**THIRD AFFIRMATIVE DEFENSE**

The plaintiffs failed to properly serve Liberty Helicopters or provide proof of service upon Liberty Helicopters.

**FOURTH AFFIRMATIVE DEFENSE**

There is a lack of jurisdiction over the person of Liberty Helicopters and Liberty Helicopters reserves the right to move for a dismissal.

**FIFTH AFFIRMATIVE DEFENSE**

There is a lack of jurisdiction over the subject matter of this litigation and Liberty Helicopters reserves the right to move for a dismissal.

**SIXTH AFFIRMATIVE DEFENSE**

The venue of this litigation is improper.

**SEVENTH AFFIRMATIVE DEFENSE**

The plaintiffs' First Amended Complaint is barred by virtue of the Doctrine of Forum non conveniens and should, therefore, be dismissed.

**EIGHTH AFFIRMATIVE DEFENSE**

The plaintiffs' First Amended Complaint is barred by virtue of the Doctrine of Res Judicata, Collateral Estoppel and/or the Entire Controversy Doctrine.

**NINTH AFFIRMATIVE DEFENSE**

The accident was caused by errors or omissions of third parties over which Liberty Helicopters exercised no control.

**TENTH AFFIRMATIVE DEFENSE**

The plaintiffs' First Amended Complaint is barred because of plaintiffs' failure to join a necessary and indispensable party.

**ELEVENTH AFFIRMATIVE DEFENSE**

Liberty Helicopters lacks legal or factual liability for the damages alleged in plaintiffs' First Amended Complaint.

**TWELFTH AFFIRMATIVE DEFENSE**

The plaintiffs' claims are barred by their falsity.

**THIRTEENTH AFFIRMATIVE DEFENSE**

The alleged acts or omissions giving rise to this action were the responsibility of third parties for whom the answering defendants was not responsible.

**FOURTEENTH AFFIRMATIVE DEFENSE**

The plaintiffs' claims are barred by the doctrines of waiver and estoppel.

**FIFTEENTH AFFIRMATIVE DEFENSE**

The plaintiffs have released the answering defendants from the claims giving rise to this action.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Liberty Helicopters and its employees, representatives and agents acted reasonably under the circumstances and is, therefore, not liable to the plaintiffs herein.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Any liability of the answering defendants is fifty percent or less of the total liability of all persons jointly liable and answering defendants' liability for non-economic damages is limited to its equitable share pursuant to CPLR Article 16.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

The plaintiffs' decedent assumed the risk involved in the transactions or occurrences giving rise to the First Amended Complaint.

**NINETEENTH AFFIRMATIVE DEFENSE**

The plaintiffs' decedent was comparatively negligent and defendant is entitled to a reduction in damages in an amount equal to her comparative negligence.

**TWENTIETH AFFIRMATIVE DEFENSE**

Some or all of plaintiffs' alleged damages have been reimbursed by a collateral source and are, therefore, not recoverable under New York's Collateral Source Rule.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Defendant, Liberty Helicopters and its employees, representatives and agents complied with all provisions of applicable law pertaining to the operation of the subject aircraft.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

The plaintiffs' claims are pre-empted by the relevant Federal Aviation Statutes, regulations and/or other applicable laws.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Liberty Helicopters reserves the right to amend this Amended Verified Answer to interpose any and all other affirmatives defenses to which it may be or become entitled during the course of this litigation.

**WHEREFORE**, Liberty Helicopters demands judgment dismissing the Plaintiffs' First Amended Complaint against it, together with all costs and disbursements of this action in the defense thereof, including reasonable attorneys' fees and such other further relief as the Court may deem just and proper.

Dated: July 10, 2018  
New York, New York

Yours, etc.

LEWIS BRISBOIS BISGAARD & SMITH, LLP  
77 Water Street, 21<sup>st</sup> Floor  
New York, New York 10005  
973-577-6260  
*Attorneys for Defendants Liberty Helicopters, Inc.,  
Meridian Consulting I Corporation, Inc., and Richard  
Zemke Vance*

By: /s/ Gene K. Kaskiw  
GENE K. KASKIW  
PETER B. VAN DEVENTER, JR. (*pro hac vice to be filed*)  
DOUGLAS H. AMSTER (*pro hac vice to be filed*)

**PLEASE DIRECT ALL  
CORRESPONDENCE TO:**

LEWIS BRISBOIS BISGAARD & SMITH, LLP  
1037 Raymond Boulevard, Suite 800  
Newark, New Jersey 07102  
973-577-6260 (telephone)  
973-577-6261 (facsimile)

**CC:** All counsel of record (*via NYSCEF*)

**VERIFICATION**

GENE K. KASKIW, being duly sworn, deposes and says that he an attorney-at-law licensed to practice in the State of New York, employed by the firm of LEWIS BRISBOIS BISGAARD & SMITH LLP and that he has read the contents of the foregoing and that it is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief and that as to those matters deponent believes to be true.

( X ) That deponent makes this verification because plaintiff(s) resides outside of the county where deponent maintains his office.

( X ) That deponent makes this verification because defendants LIBERTY HELICOPTERS, INC. and MERIDIAN CONSULTING I CORPORATION, INC. are corporations and deponent is their attorney and deponent's knowledge is based upon all the facts and corporation records available and in deponent's possession.

( X ) That deponent makes this verification because the Defendants, LIBERTY HELICOPTERS, INC., RICHARD ZEMKE VANCE and MERIDIAN CONSULTING I CORPORATION, INC. reside outside of the county where deponent maintains his office.

*/s. Gene K. Kaskiw*  
\_\_\_\_\_  
GENE K. KASKIW

Sworn to before me on  
July 10, 2018

