

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

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JERRY CADIGAN and NANCY CATON CADIGAN,	:
as the Proposed Administrators of the Estate of	:
TREVOR NORRIS CADIGAN, Deceased,	:
	:
Plaintiffs,	:
	:
-against-	:
	:
LIBERTY HELICOPTERS, INC.,	:
NY ON AIR LLC, FLYNYON LLC,	:
and RICHARD ZEMKE VANCE,	:
	:
Defendants.	:
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Index No.

**SUMMONS**

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the annexed Complaint in this action and to serve a copy of your answer upon counsel for plaintiff within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after service is complete if this Summons is not personally delivered to you within the State of New York) and in case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The action will be heard in the Supreme Court of the State of New York, New York County. The basis for venue is that defendants maintained a place of business at 6 East River Piers #212, New York, New York.

Dated: New York, New York  
March 13, 2018

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ATTORNEYS FOR PLAINTIFFS

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

----- X

JERRY CADIGAN and NANCY CATON CADIGAN, :  
as the Proposed Administrators of the Estate of :  
TREVOR NORRIS CADIGAN, Deceased, :  
: :  
Plaintiffs, : Index No.

-against- : **COMPLAINT**

LIBERTY HELICOPTERS, INC., :  
NY ON AIR LLC, FLYNYON LLC, :  
and RICHARD ZEMKE VANCE, :  
: :  
Defendants. :  
----- X

Plaintiffs Jerry Cadigan and Nancy Caton Cadigan, as the Proposed Administrators of the Estate of Trevor Norris Cadigan, deceased, and for their 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.

**PLAINTIFFS' DECEASED**

3. 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 having resided at 2 Gold Street, Apt. 17C, New York, New York.

**DEFENDANTS****DEFENDANT LIBERTY HELICOPTERS, INC.**

4. 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.

5. 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.

6. 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.

7. 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 LLC**

8. Defendant NY ON Air LLC. (hereinafter referred to as “Defendant NY ON Air”) is a New Jersey Corporation doing business in the State of New York. Defendant NY ON Air may be served its Registered Agent, Patrick Day, 78 John Miller Way, Suite 441, Kearny, New Jersey 07032.

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

10. At all times material hereto, Defendant NY ON Air 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.

11. 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**

12. Defendant FlyNYON LLC. (hereinafter referred to as “Defendant FlyNYON”) is a New Jersey Corporation doing business in the State of New York. Defendant FlyNYON may be served its Registered Agent, Patrick Day, 78 John Miller Way, Suite 441, Kearny, New Jersey 07032.

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

14. At all times material hereto, Defendant FlyNYON 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.

15. 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 RICHARD ZEMKE VANCE**

16. 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.

17. At the time of the crash, Defendant Richard Zemke Vance was employed by Liberty Helicopters and/or NY ON Air and/or FlyNYON and was acting within the course and scope of his employment with Liberty Helicopters and/or NY ON Air and/or FlyNYON as the pilot-in-command of the subject aircraft.

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



**IDENTIFICATION OF AIRCRAFT**

19. This helicopter crash involves a 2013 Eurocopter AS350 B2 helicopter, registration number N350LH, serial number 7654. The said helicopter was owned and operated by Defendant Liberty Helicopters in the course of a sightseeing tour business.

**GENERAL ALLEGATIONS**

20. On or about March 11, 2018, Trevor Norris Cadigan was a passenger in a 2013 Eurocopter AS350 B2 helicopter on a “doors off” photography tour.

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

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

23. Trevor Norris Cadigan died from drowning as the helicopter flipped over into the waters and sunk.

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

**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)**

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

34. 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.

35. Plaintiffs further claim such damages as the decedents may have suffered between the time of injury and the time of death and for the recovery of which the decedents 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 decedents would have been entitled to punitive damages had he lived.

**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)**

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

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

44. 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.

45. 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.

46. 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.

47. 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.

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

49. 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.

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

51. 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.

**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)**

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

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

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

59. 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.

60. 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.

61. 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.

62. 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.

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

64. 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.

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

66. 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.

#### **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)**

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

68. 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.

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

70. 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.

71. 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.

72. 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.

73. 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.

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.

**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)**

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

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. 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.

85. 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.

86. 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.

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

88. 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.

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

90. 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.

#### **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)**

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

92. 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.

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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.

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

103. 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.

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

105. 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.

**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)**

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

107. 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.

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

109. 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.

110. 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.

111. 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.

112. 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.

113. 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.

#### **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)**

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

115. 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.

116. 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.

117. 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.

118. 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.

119. 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.

120. 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.

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

122. 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.

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

124. 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.

125. 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.

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

127. 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.

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

129. 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.

**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)**

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

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.

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

137. 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.

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

139. 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.

140. 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.

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

142. 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.

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

144. 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.

**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)**

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

146. 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.

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

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

**ELEVENTH CAUSE OF ACTION**

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

153. 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.

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

155. 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.

156. 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.

157. 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.

**TWELFTH CAUSE OF ACTION**

**(PUNITIVE DAMAGES AS TO DEFENDANTS LIBERTY  
HELICOPTERS, INC., NY ON AIR LLC, AND FLYNYON LLC)**

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

159. 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 requests 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  
March 13, 2018

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