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18 Attorneys for United States of America

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 COUNTY OF LOS ANGELES

21 VANESSA BRYANT, Individually, ) Case No.: 20STCV07492  
22 and as Successor in Interest to KOBE ) (LEAD Case Related to Cases:  
23 BRYANT, Deceased; VANESSA ) 20STCV14963, 20STCV14973,  
24 BRYANT, as Successor in Interest to ) 20STCV17897)

25 GB, a minor, deceased; NB, a minor, by )  
26 her Natural Mother and Guardian Ad )  
27 Litem, VANESSA BRYANT; BB, a )  
28 minor, by her Natural Mother and )  
Guardian Ad Litem, VANESSA )  
BRYANT; and CB, a minor, by her )  
Natural Mother and Guardian Ad Litem, )  
VANESSA BRYANT; )

**NOTICE OF FILING NOTICE OF  
REMOVAL IN FEDERAL  
DISTRICT COURT**

Plaintiffs,

vs.

1 ISLAND EXPRESS HELICOPTERS, )  
2 INC., a California Corporation; )  
3 ISLAND EXPRESS HOLDING )  
4 CORP., a California Corporation; and )  
5 DOE 1, as Personal representative of )  
6 and/or Successor in Interest to ARA )  
7 GEORGE ZOBAYAN, a California )  
8 resident, )

7 Defendants. )  
8 )  
9 )

10 ISLAND EXPRESS HELICOPTERS, )  
11 INC., a California Corporation; and )  
12 ISLAND EXPRESS HOLDING )  
13 CORP., a California Corporation, )

13 Cross-Complainants, )  
14 )

14 vs. )  
15 )

16 KYLE LARSEN, Individually; )  
17 MATTHEW CONLEY, individually; )  
18 and ROES 1 through 50, )

18 Cross-Defendants. )  
19 )  
20 )

21 **UNITED STATES OF AMERICA’S NOTICE OF FILING**  
22 **OF A NOTICE OF REMOVAL IN FEDERAL DISTRICT COURT**

23 Pursuant to 28 U.S.C. §§ 1442(a)(1), 2679(d)(2), and 1446, the United States  
24 of America has filed a Notice of Removal in the United States District Court for  
25 the Central District of California. 28 U.S.C. § 1446(d) states: “Promptly after the  
26 filing of such notice of removal of a civil action the defendant or defendants shall  
27 give written notice thereof to all adverse parties and shall file a copy of the notice  
28

1 with the clerk of such State court, which shall effect the removal and the State  
2 court shall proceed no further unless and until the case is remanded.” In  
3  
4 accordance with said provision, a copy of the United States’ Notice of Removal is  
5 attached hereto as Exhibit “A.”  
6

7 Dated: October 1, 2020

8 Respectfully submitted,

9  
10 JEFFREY BOSSERT CLARK  
11 Acting Assistant Attorney General  
12 Civil Division

13 NICOLA T. HANNA  
14 United States Attorney

15 */s/ Debra D. Fowler*  
16 DEBRA D. FOWLER  
17 Senior Aviation Counsel  
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19 ALAN D. MATTIONI  
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28 Attorneys for United States

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**CERTIFICATE OF SERVICE**

I, Debra D. Fowler, hereby certify that a copy of the foregoing Notice of Filing Notice of Removal was served upon each of the following by electronic mail in accordance with Rule 5(b)(2)(E) of the Federal Rules of Civil Procedure on October 1, 2020:

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and

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13 (714) 285-9600

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15 *Attorneys for Defendants/Third-Party Plaintiffs Island Express*  
16 *Helicopters, Inc. and Island Express Holding Corp.*

17 and

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*Attorneys for Defendant Berge Zobayan*  
*as Successor in Interest for Ara George Zobayan*

/s/ Debra D. Fowler  
Attorney for United States of America

# **EXHIBIT A**

1 JEFFREY BOSSERT CLARK  
2 Acting Assistant Attorney General  
3 Civil Division

4 NICOLA T. HANNA  
5 United States Attorney  
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17 Fax: (202) 616-4002

18 Attorneys for United States of America

19 UNITED STATES DISTRICT COURT  
20 CENTRAL DISTRICT OF CALIFORNIA

21 VANESSA BRYANT, Individually, ) Case No.:  
22 and as Successor in Interest to KOBE )  
23 BRYANT, Deceased; VANESSA ) **NOTICE OF REMOVAL**  
24 BRYANT, as Successor in Interest to )  
25 GB, a minor, deceased; NB, a minor, by )  
26 her Natural Mother and Guardian Ad )  
27 Litem, VANESSA BRYANT; BB, a )  
28 minor, by her Natural Mother and )  
Guardian Ad Litem, VANESSA )  
BRYANT; and CB, a minor, by her )  
Natural Mother and Guardian Ad )  
Litem, VANESSA BRYANT; )  
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Plaintiffs, )  
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vs. )  
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)

1 ISLAND EXPRESS HELICOPTERS, )  
2 INC., a California Corporation; )  
3 ISLAND EXPRESS HOLDING )  
4 CORP., a California Corporation; and )  
5 DOE 1, as Personal representative of )  
6 and/or Successor in Interest to ARA )  
7 GEORGE ZOBAYAN, a California )  
8 resident, )  
9 Defendants. )

10 ISLAND EXPRESS HELICOPTERS, )  
11 INC., a California Corporation; and )  
12 ISLAND EXPRESS HOLDING )  
13 CORP., a California Corporation, )

14 Cross-Complainants, )  
15 vs. )

16 KYLE LARSEN, Individually; )  
17 MATTHEW CONLEY, individually; )  
18 and ROES 1 through 50, )

19 Cross-Defendants. )

20 **NOTICE OF REMOVAL**

21 PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1442, 1446 and  
22 2679(d)(2), the United States of America hereby removes this action to this  
23 Honorable Court and substitutes itself as the Third-Party Defendant in place of two  
24 individually-named Cross-Defendants who were federal employees acting within  
25 the scope of their employment at the time of their alleged negligence. Grounds for  
26 removal are as follows:  
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28

1 This action was originally filed in the Superior Court of the State of  
2 California, County of Los Angeles, and assigned case number 20STCV07492  
3 (LEAD Case Related to Cases: 20STCV14963, 20SCTV14973, and  
4 20STCV17897). Defendants Island Express Helicopters Inc. and Island Express  
5 Holding Corp. (collectively referred to as IEX) subsequently initiated Cross-  
6 Complaints against two federal employees in their individual capacities. Copies of  
7 the process and pleadings served upon Matthew Conley are attached as: Exhibit  
8 Ex. A, Summons, Ex. B, IEX Cross-Complaint, Ex. C, Plaintiffs' First Amended  
9 Complaint, Ex. D, IEX Answer to First Amended Complaint and Ex. E, ADR  
10 package. Copies of the process and pleadings served upon Kyle Larsen are  
11 attached as: Ex. F, Summons, Ex. G, IEX Cross-Complaint, Ex. H, Plaintiffs' First  
12 Amended Complaint, Ex. I, IEX Answer to First Amended Complaint and Ex. J,  
13 ADR package. Service was made upon Cross-Defendant Conley on September 1,  
14 2020 and upon Cross-Defendant Larsen on September 2, 2020. *See* Ex. K, Conley  
15 Proof of Service and Ex. L, Larsen Proof of Service.

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22 These cases arise out of the crash of a Sikorsky S76 helicopter, registration  
23 number N72EX, near Calabasas, California on January 26, 2020 which killed all  
24 nine persons on board. The Cross-Complaints allege that Cross-Defendants,  
25 employees of the Federal Aviation Administration, who provided air traffic control  
26 services to the pilot of the accident helicopter, were negligent in the performance  
27  
28

1 of their duties and responsibilities, and that they are liable to Cross-Complainants  
2 for indemnity and declaratory relief. Cross-Complainants admit and, in fact, allege  
3 the Cross-Defendants “were acting in the course and scope of their employment as  
4 Air Traffic Controllers for the Southern California TRACON (“SOCAL”), a  
5 Federal Aviation Administration Terminal Radar Approach Control Facility, at all  
6 times relevant to this Cross-Complaint.” Cross-Complaints, Exs. B and G, ¶ 13.  
7  
8

9 Title 28 U.S.C. § 1442(a)(1) provides:  
10

11 (a) A civil action or criminal prosecution that is commenced in a  
12 State court and that is against or directed to any of the following  
13 may be removed by them to the district court of the United States  
14 for the district and division embracing the place wherein it is  
15 pending:

16 (1) The United States or any agency thereof or any officer (or person  
17 acting under that officer) of the United States or of any agency  
18 thereof, in an official or individual capacity, for or relating to any  
19 act under color of such office or on account of any right title or  
20 authority claimed under any Act of Congress for the  
21 apprehension or punishment of criminals or the collection of the  
22 revenue.

23 Additionally, Congress has provided federal employees with statutory  
24 immunity from these state law claims in 28 U.S.C. § 2679(b). Under that  
25 provision, the exclusive remedy for the negligent or wrongful act or omission of an  
26 employee of the United States acting in the scope of his office or employment shall  
27 be an action against the United States under the Federal Tort Claims Act,  
28

1 28 U.S.C. §§ 1346(b); 2671-2680 (2012) (“FTCA”). The District Courts have  
2 exclusive jurisdiction of such civil actions. 28 U.S.C. § 1346(b)(1).  
3

4 Congress also provided in 28 U.S.C. § 2679(d)(2) that upon certification by  
5 the Attorney General that an employee acted within the scope of his office or  
6 employment at the time of the incident out of which the claim arose, any civil  
7 action or proceeding commenced upon that claim in a State court shall be removed  
8 without bond at any time before trial by the Attorney General to the district court  
9 of the United States for the district and division embracing the place in which the  
10 action or proceeding is pending. The civil action or proceeding shall then be  
11 deemed to be an action or proceeding against the United States under the FTCA,  
12 and the United States shall be substituted as the party defendant, in this instance,  
13 the third-party defendant.<sup>1</sup> The statute further provides that “[t]his certification of  
14 the Attorney General shall conclusively establish scope of office or employment  
15 for purposes of removal.” *Id.*  
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21 The Attorney General has delegated authority to certify scope of office or  
22 employment under § 2679 to the United States Attorneys and to the Directors of  
23 the Torts Branch of the Department of Justice Civil Division. *See* 28 C.F.R.  
24

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26 <sup>1</sup> Although the California Code of Civil Procedure employs the terminology “cross-claim” for  
27 the pleading a defendant may file against a person not already a party to the action, as was filed  
28 here, it defines the person who filed the cross-complaint as a “Third-party plaintiff” and the  
person alleged to be liable as a “Third-party defendant.” Cal. Civ. Proc. Code §§ 428.10, 428.70.  
Under the Federal Rules of Civil Procedure, the United States, after substitution, also is the  
“third-party defendant.” *See* Fed. R. Civ. P. 14(a).

1 § 15.4(a). Following a review of the Cross-Complaints and information currently  
2 available with respect to their allegations, and pursuant to 28 U.S.C. § 2679(d)(2),  
3 the Attorney General of the United States has certified that the Cross-Defendants  
4 were federal employees acting within the scope of their office or employment at  
5 the time of the incident out of which Cross-Complainants' claims arose. *See*  
6  
7 Ex. M, Certification of Scope of Employment for Matthew Conley and Ex. N,  
8 Certification of Scope of Employment for Kyle Larsen. Thus, the Cross-  
9  
10 Complaints must be deemed to be an action against the United States for the  
11 purposes of the Cross-Complainants' claims. *See Osborn v. Haley*, 549 U.S. 225  
12 (2007). Accordingly, the United States is, along with this Notice of Removal,  
13 filing a Notice of Substitution substituting itself for Cross-Defendants Conley and  
14 Larsen in this action for any claim for which the FTCA provides the exclusive  
15  
16 remedy. 28 U.S.C. § 2679(b)(1), (d)(2).  
17  
18

19 Pursuant to 28 U.S.C. § 1446(d), written notice of the Notice of Removal is  
20 being provided to Cross-Complainants, and a copy is being filed with the Superior  
21 Court of the State of California, County of Los Angeles.  
22

23 All defenses and affirmative defenses are reserved until such time as a  
24 responsive pleading is due from the United States in this action.  
25

26 WHEREFORE, pursuant to 28 U.S.C. §§ 1442, 1446 and 2679(d)(2), this  
27 action is removed from the Superior Court of the States of California, County of  
28



1 Los Angeles, to the United States District Court for the Central District of  
2 California.  
3

4 Dated: September 30, 2020

5 Respectfully submitted,

6  
7 JEFFREY BOSSERT CLARK  
8 Acting Assistant Attorney General  
9 Civil Division

10 NICOLA T. HANNA  
11 United States Attorney

12 */s/ Debra D. Fowler*  
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28 Attorneys for United States

1 **CERTIFICATE OF SERVICE**

2 I, Debra D. Fowler, hereby certify that a copy of the foregoing Notice of  
3  
4 Removal was served upon each of the following by electronic mail in accordance  
5  
6 with Rule 5(b)(2)(E) of the Federal Rules of Civil Procedure on September 30,  
7 2020:

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24 [apr@robbrobb.com](mailto:apr@robbrobb.com)  
25 *Attorneys for Plaintiffs, Vanessa Bryant, et al.*

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28 Don Swaim, Esquire  
D. Todd Parrish, Esquire  
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16 *Island Express Helicopters, Inc. and Island Express Holding Corp.*

17 and

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*Attorneys for Defendant Berge Zobayan*  
*as Successor in Interest for Ara George Zobayan*

*/s/ Debra D. Fowler*  
Attorney for United States of America

# EXHIBIT A

**SUMMONS**  
**Cross-Complaint**  
**(CITACION JUDICIAL-CONTRADEMANDA)**

**SUM-110**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO CROSS-DEFENDANT:**  
**(AVISO AL CONTRA-DEMANDADO):**

KYLE LARSEN, Individually; MATTHEW CONLEY, Individually; and ROES 1 through 50,

**YOU ARE BEING SUED BY CROSS-COMPLAINANT:**  
**(LO ESTÁ DEMANDANDO EL CONTRADEMANDANTE):**

ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation,

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

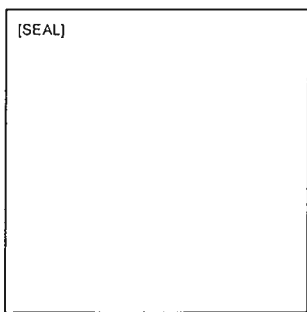
The name and address of the court is:  
*(El nombre y dirección de la corte es):*  
Superior Court of California, County of Los Angeles  
6230 Sylmar Ave. Van Nuys, California 91401

The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es):*

SHORT NAME OF CASE (from Complaint) (Nombre de Caso)  
Vanessa Bryant, et al. v. Island Express, et al.  
CASE NUMBER (Número del Caso)  
20STCV07492

DATE: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy  
*(Fecha)* *(Secretario)* *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*  
*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)*



**NOTICE TO THE PERSON SERVED: You are served**

- 1.  as an individual cross-defendant.
- 2.  as the person sued under the fictitious name of (specify):
- 3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- 4.  by personal delivery on (date):

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On August 14, 2020, I caused to be served the within document(s) described as:

**SUMMONS CROSS-COMPLAINT**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 14, 2020, at Pasadena, California.

\_\_\_\_\_  
Cynthia Vivanco  
(Type or print name)

\_\_\_\_\_  
*/s/Cynthia Vivanco*  
(Signature)

PROOF OF SERVICE

**SERVICE LIST**

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*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

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Corporation

**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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# **EXHIBIT B**

Electronically FILED by Superior Court of California, County of Los Angeles on 08/14/2020 04:25 PM Sherri R. Carter, Executive Officer/Clerk of Court, by S. Romero, Deputy Clerk

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15 ISLAND EXPRESS HELICOPTERS, INC., a  
16 California Corporation; and ISLAND EXPRESS  
17 HOLDING CORP., a California Corporation

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **COUNTY OF LOS ANGELES, CIVIL UNLIMITED**

20 VANESSA BRYANT, Individually, and as )  
21 Successor in Interest to KOBE BRYANT, )  
22 Deceased; VANESSA BRYANT, as )  
23 Successor in Interest to GB, a minor, )  
24 deceased; NB, a minor, by her Natural )  
25 Mother and Guardian Ad Litem, )  
26 VANESSA BRYANT; BB, a minor, by her )  
27 Natural Mother and Guardian Ad Litem, )  
28 VANESSA BRYANT; and CB, a minor, by )  
her Natural Mother and Guardian Ad )  
Litem, VANESSA BRYANT;

Plaintiffs,

vs.

ISLAND EXPRESS HELICOPTERS, INC., )  
a )  
California Corporation; ISLAND EXPRESS )  
HOLDING CORP., a California Corporation; )  
and DOE 1, as Personal representative of )  
and/or Successor in Interest to ARA )  
GEORGE ZOBAYAN, a California resident, )

Defendants.

ISLAND EXPRESS HELICOPTERS, )  
INC., a California Corporation; and )  
ISLAND EXPRESS HOLDING CORP., a )  
California Corporation, )

Case No. 20STCV07492  
(*LEAD Case Related to Cases:*  
20STCV14963, 20STCV14973,  
20STCV17897)

Assigned to:  
Judge: Hon. Virginia Keeny  
Dept: NW-W

**CROSS-COMPLAINT FOR  
INDEMNITY AND DECLARATORY  
RELIEF; DEMAND FOR JURY  
TRIAL**

First Complaint Filed: April 15, 2020  
Trial Date: None Set

1 Cross-Complainants, )  
 2 vs. )  
 3 KYLE LARSEN, Individually; MATTHEW )  
 4 CONLEY, Individually; and ROES 1 through )  
 5 50, )  
 6 Cross-Defendants. )  
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COMES NOW, Defendants and Cross-Complainants, Defendants, ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation (herein “Cross-Complainants”), and against Cross-Defendants, KYLE LARSEN; MATTHEW CONLEY; and ROES 1 through 50, (collectively, “Cross-Defendants”), and alleges, on the information and belief:

1. Cross-Complainant Island Express Helicopters, Inc., a California Corporation is a California corporation located in Long Beach, California.
2. Cross-Complainant Island Express Holding Corp., a California Corporation is a California corporation located in Fillmore, California.
3. Cross-Defendant Kyle Larson (“Larson”) is an individual residing in California.
4. Cross-Defendant Matthew Conley (“Conley”) is an individual residing in California.
5. The true names and capacities, whether individual corporate, associate or otherwise of cross-defendants, Roes 1 through 50 are unknown to Cross-Complainants who, therefore, name said cross-defendant by such fictitious names and Cross-Complainants will ask leave of court to amend the cross-complaint to show the true names and capacities of such fictitiously named cross-defendants when the same have been ascertained. Cross-Complainants are informed and believe, and based upon such information and belief allege that each cross-defendant designated as a ROE is responsible under law in some manner for the events and happenings referred to herein.

1           6.       At all times herein mentioned, each Cross-Defendant was acting as an agent,  
2 servant, employee, special employee, alter ego, successor in interest, partner, joint venturer,  
3 lessee and licensee of each of the other cross-defendants, within the course and scope of  
4 said relationship. In addition, each Cross-Defendant authorized, ratified and approved the  
5 acts of each of the other Cross-Defendants.

6           7.       Relief is sought against each Cross-Defendant as well as his agents,  
7 assistances, successors, employees, attorneys, and all persons acting in concert or  
8 cooperation with them or at their direction or under their control.

9           8.       Although Cross-Complainants do not concede the veracity of the First  
10 Amended Complaint's allegations or the Plaintiff's claims, solely for purposes of its  
11 indemnity claims set forth below, it incorporates them by this reference.

12           9.       The claims asserted by Plaintiffs, and Cross-Complainants' claims, arise out  
13 of the crash of a 1991 Sikorsky S76B helicopter, N72EX ("Aircraft" or "N72EX") on  
14 January 26, 2020, at approximately 9:45 a.m. PST. At the time of the crash, the Aircraft  
15 was being piloted by Ara George Zobayan ("Zobayan" or "Pilot"). In addition to Zobayan,  
16 the Aircraft was occupied by eight passengers.

17           10.      Prior to the crash, Zobayan had taken off from John Wayne Airport, Santa  
18 Ana, California, and was heading toward Camarillo Airport, in Camarillo, California.  
19 Zobayan was familiar with the route and had often flown this precise route for Kobe Bryant  
20 on previous occasions.

21           11.      When Zobayan entered the Los Angeles basin, visibility decreased. He had  
22 been following Highway 101, a major landmark and typically easy for helicopter pilots to  
23 follow. Between Las Virgenes and Lost Hills road, the Aircraft was 1,500' AGL and began  
24 to climb and enter a left turn. Eight seconds later, at approximately 2,300' AGL, the  
25 Aircraft began a rapid descent while continuing with the left turn. At approximately 9:45  
26 a.m. PST, the Aircraft impacted hilly terrain near Calabasas, California. A post-impact fire  
27 ensued and resulted in a brush fire. Zobayan and the eight passengers were fatally injured,  
28 and the Aircraft was destroyed.

1 12. As a result of the accident, four lawsuits have been filed against Cross-  
2 Complainants, including this one.

3 13. The accident was caused by a series of erroneous acts and/or omissions  
4 committed by Cross-Defendants Larsen and Conley, both of whom were acting in the  
5 course and scope of their employment as Air Traffic Controllers for the Southern California  
6 TRACON (“SOCAL”), a Federal Aviation Administration Terminal Radar Approach  
7 Control Facility, at all times relevant to this Cross Complaint.

8 14. After transitioning from the Burbank Air Traffic Control Tower to SOCAL,  
9 the Pilot contacted SOCAL and remained on that frequency until the time of the accident.  
10 The Pilot had contact with two SOCAL controllers prior to the accident. The first was  
11 Cross-Defendant Larson. The Pilot requested flight following, but Larsen denied the  
12 request, stating “I’m going to lose radar and comms probably pretty shortly so you can just  
13 squawk V-FR- and when you get closer go to Camarillo tower.” This denial was improper  
14 because radar contact had not been lost and services were being denied based on the  
15 possibility that they might be lost at some point in the future. The fact that N72EX was able  
16 to contact SOCAL four minutes later, and its transponder was still observed by the  
17 controller, proves that the prediction of lost contact was not accurate and services could and  
18 should have been provided continuously.

19 15. Air Traffic Control Order: JO 7110.65Y (Air Traffic Control Handbook)  
20 paragraph 2-1-1 c. states: “the provision of additional services is not optional on the part of  
21 the controller but rather required when work situation permits.” Radar advisories to VFR  
22 aircraft are considered an additional service. The SOCAL controller was not too busy to  
23 provide service. NTSB Interview Summaries of both controllers from SOCAL confirmed  
24 that they both described traffic as “normal,” and a “2” on a scale of 1 to 5.

25 16. Three minutes after Zobayan’s initial call to SOCAL, Larsen was relieved by  
26 SOCAL controller Cross-Defendant Conley. Less than two minutes after Conley assumed  
27 the position, he was called by the Pilot, who said “and SOCAL for helicopter two echo x-  
28 ray we gonna go ahead and start our climb to go above the uh layers and uh we can stay

1 with you here.” However, despite Larsen’s obligation to do so, he had not informed Conley  
2 as to the existence of N72EX. As a result, critical time was lost as Conley struggled to  
3 identify N72EX with no help from Larsen.

4 17. Among other things, the accident was caused by Larsen’s failure to properly  
5 terminate radar services. Because Larsen never actually terminated radar services with  
6 N72EX, the Pilot would have assumed he was still being surveilled and being provided  
7 flight following. The instruction “You can just squawk VFR” was no more than an  
8 instruction to the Pilot to change his transponder setting. It is apparent that Larsen  
9 incorrectly thought he had terminated radar service for N72EX because he failed to brief  
10 Conley, his replacement, about the existence of N72EX. Conley was totally unaware of  
11 N72EX once assuming the seat, which critically delayed N72EX’s “re-identification” and  
12 provision of services to the Pilot. In his interview, Conley admitted that “[h]e remembered  
13 the Pilot [N72EX] just talking to him like he had already been in contact and was receiving  
14 services, but he had no record of him.”

15 18. Air Traffic Control Order: JO 7110.65Y (Air Traffic Control Handbook),  
16 paragraph 5-1-13 Radar Service Termination states: “Inform aircraft when radar service is  
17 being terminated. Phraseology - Radar service terminated.” This is the only method  
18 prescribed for controllers to inform an aircraft that they are not, or will no longer be,  
19 receiving radar services. This is a mandatory requirement that was not followed. And this  
20 omission clearly led the Pilot of N72EX to believe that he was continuing to receive radar  
21 services.

22 19. The pilot/controller glossary contained in the Aeronautical Information  
23 Manual tells both pilots and controllers that the definition of Radar Service Terminated is  
24 “Used by ATC to inform a pilot that he/she will no longer be provided any of the services  
25 that could be received while in radar contact.” In the absence of this phrase being used, the  
26 Pilot would have properly assumed that he was still in radar contact and receiving all of the  
27 services, like terrain callouts, provided during radar flight following.

28

1           20. Evidence that the Pilot thought he was receiving radar services is clear from  
2 his transmission to SCT when he stated he was going to “climb above the layers and stay  
3 with you.” Such language is the opposite of a Pilot making an initial call to request services.  
4 Rather, it is consistent with continued communications with a facility from whom a pilot is  
5 receiving services.

6           21. Zobayan thought he was still receiving radar services at the time of the  
7 accident. And because the Aeronautical Information Manual defines radar monitoring as  
8 “the use of radar for the purpose of providing aircraft with information and advice relative  
9 to significant deviations from nominal flight path,” the Pilot would have operated the  
10 aircraft under the assumption that ATC was monitoring his flight and would have warned  
11 him of unsafe proximity to terrain.

12           22. The accident was also caused by the failure of Larson and Conley to properly  
13 execute position relief briefing. When one controller relieves another, the use of a position  
14 relief checklist is mandated to assure that a full briefing is given to the new controller and  
15 that no pertinent items are overlooked. This requirement is listed in paragraph 2-1-24  
16 Transfer of Position Responsibility, 7110.65Y. This requirement is further defined in the  
17 SOCAL Standard Operating Procedure Order 7110.65B paragraph 3-1-8 which states: “The  
18 relief briefing must involve the use of a tailored checklist. . . .”

19           23. During his NTSB interview, Larsen (the departing controller) admitted that he  
20 does not normally use a checklist when conducting a position relief briefing. Yet Conley  
21 (the replacement controller) claims that a relief briefing was conducted and that the  
22 briefings were recorded, and a checklist was utilized.

23           24. SOCAL Standard Operating Procedures require that the departing controller  
24 remain on position with the new controller for 2 minutes after position responsibility is  
25 transferred. This requirement is contained in 7110.65B para. 3-I-8 b. During his NTSB  
26 interview, Larsen was asked if he followed that requirement to remain on position and  
27 “plugged in” to the console so he could still monitor radio transmissions. He replied that he  
28 did. It does not appear that Larsen actually stayed “plugged in” after the relief briefing



1 because N72EX called SOCAL (Conley) 95 seconds after the position relief briefing and  
2 Larsen did not assist Conley in identifying the aircraft. It took Conley a full 9 seconds to  
3 respond to N72EX, a critical delay which would never have happened had Larsen followed  
4 procedure and stayed “plugged in” for a full two minutes after the relief handoff.

5       25. The accident was also caused by Conley’s lack of awareness as to critical  
6 weather information needed to perform Air Traffic Controller duties. Conley stated that he  
7 “noticed it was foggy and there were low ceilings when I came into work that morning.” He  
8 further recalled that “the weather around the time of the accident was IFR with low ceilings  
9 and instrument approaches were being conducted.” Paragraph 2-1-2-c. in Order 7110.65Y  
10 states “Controllers are responsible to become familiar with and stay aware of current  
11 weather information needed to perform ATC duties.” It is clear that Conley was also  
12 ignoring this mandatory procedure when he cleared Southwest Flight 451 for a visual  
13 approach. Fortunately, the Southwest pilot declined the instruction and notified Conley that  
14 it was IFR conditions.

15       26. Another cause of the accident was the simultaneous loss of radar contact and  
16 radio communications as a result of Conley’s and Larson’s negligent acts and/or omissions.  
17 Paragraph 10-2-5 of 7110.65Y states “Consider that an aircraft emergency exists and  
18 inform the RCC or ARTCC when any of the following exist ... There is an unexplained loss  
19 of radar contact and radio communication with any IFR or VFR aircraft.” Larsen admitted  
20 that he would have notified the “sup” had he lost radar and radio on N72EX when he was  
21 coming over from VNY. But Conley admitted that he did not report this occurrence [the  
22 fact that he was unaware of N72EX] because he [N72EX] had not been tagged up yet, and  
23 therefore had not yet begun receiving flight following.” Conley also admitted that he did  
24 not consider him radar identified because he did not advise the Pilot he was “radar contact.”

25       27. The fact that Conley was unaware of N72EX and did not consider him radar  
26 contacted was solely caused by Larsen’s failure to properly terminate radar service for  
27 N72EX, which was compounded by his improper and incomplete position relief briefing.  
28 These critical errors by Larsen caused Conley to inherit an aircraft that he did not know



1 existed, which was operating in marginal weather conditions believing that it was receiving  
2 flight following services. Once startled by N72EX's call to climb above the layers, Conley  
3 took 9 seconds to respond to N72EX , and then proceeded to make four radio contacts,  
4 including one instruction (Ident) and question (where say intentions) during the most  
5 critical 33-second segment of the accident flight.

6       28. As a result of Larson's and Conley's negligent acts and/or omissions, the  
7 Pilot assumed he was flying in RADAR contact based on ATC verbiage, or lack thereof,  
8 prior to the crash. When in RADAR contact a pilot assumes several important items: (1)  
9 traffic separation; (2) limited assistance with terrain and obstacle clearance; (3) that  
10 communication with the controlling agency is readily available; and (4) ATC is aware of  
11 his presence. At 09:45, the pilot of N72EX was abruptly and unexpectedly made aware that  
12 he was not in RADAR contact. Calculated data indicates an initial, relatively stable, climb  
13 of  $\pm$  1460FPM beginning at approximately 09:44:35 with the Aircraft in a controlled left  
14 bank that was slowly being corrected via a controlled right bank until 09:45:03. At  
15 approximately 09:45:03, the Aircraft entered an aggressive left bank that continued until the  
16 final moments of the flight.

17       29. The pilot's workload and stress level in deteriorating weather conditions were  
18 unnecessarily overloaded by Larsen's multiple errors, including the: (1) failure to properly  
19 communicate termination of radar flight following, (2) incomplete position relief briefing,  
20 and (3) lack of knowledge of current weather conditions. These errors were compounded by  
21 Conley monopolizing the Pilot's attention during the critical phase of the flight by making  
22 multiple radio calls, requiring transponder ident, and requesting the Pilot to state where he  
23 was and what his intentions were. The combination of increased stress, workload, and  
24 distraction significantly impacted the Pilot's ability to fly the aircraft. The introduction of a  
25 simple task such as tuning a radio, or a transponder, can induce an illusion that can lead to  
26 loss of control.

27       30. Had Larsen and Conley not engaged in the numerous negligent acts and/or  
28 omissions stated herein, then the Pilot would not have been forced to respond to multiple

1 ATC requests and commands during the most critical phase of the flight. There is no  
2 indication from calculated data or radio traffic that the accident pilot was panicking or  
3 beyond his piloting capabilities and was within a few hundred feet of clearing the clouds at  
4 the time ATC required him to “ident,” which likely caused the pilot to experience a  
5 “Coriolis Effect,” which is an illusion that is created when a pilot has been in a turn long  
6 enough for the fluid in the ear canal to move at the same speed as the canal. A movement of  
7 the head in a different plane, such as looking at something in a different part of the flight  
8 deck, sets the fluid moving, creating the illusion of turning or accelerating on an entirely  
9 different axis. This action causes the pilot to think the aircraft is performing a maneuver it  
10 is not. The disoriented pilot may maneuver the aircraft into a dangerous attitude in an  
11 attempt to correct the aircraft 's perceived attitude.

12 31. Cross-Defendants Larsen’s and Conley’s actions are the proximate cause of  
13 the Accident, and the damages Plaintiffs seek to recover from Cross-Complainants.

14 **32. CAUSES OF ACTION**

15 33. As to each cause of action below, Cross-Complainants hereby incorporate by  
16 reference the allegations contained in the paragraphs above as though they were fully set  
17 forth in that cause of action.

18 **FIRST CAUSE OF ACTION**

19 **(Total Equitable Indemnity As To All Cross-Defendants)**

20 34. If Cross-Complainants are found liable upon any or all of the allegations  
21 contained in the First Amended Complaint, said liability would be based solely on the  
22 active, affirmative, and primary negligence, strict liability, and acts or omissions of the  
23 Cross-Defendants, and each of them. Any fault of Cross-Complainants, which fault it  
24 specifically denies, would be secondary and passive only.

25 35. Cross-Defendants, and each of them, are thus obligated to defend, indemnify  
26 and hold harmless Cross-Complainants against any and all liability that Cross-  
27 Complainants may incur in this action, and Cross-Complainants are entitled to  
28 reimbursement from Cross-Defendants for any and all expenditures or liabilities that Cross-

1 Complainants may incur in payment for any settlement or judgment, or in defense of this  
2 action, including costs of suit.

3 **SECOND CAUSE OF ACTION**

4 **(Equitable Indemnity As To All Cross-Defendants)**

5 36. Under principles of equity, comparative fault and contribution, Cross-  
6 Complainants are entitled to reimbursement from the Cross-Defendants for any liability that  
7 Cross-Complainants sustain in this action by way of settlement, verdict or judgment, to that  
8 extent that such liability that exceeds the percentage of fault, if any, attributable to Cross-  
9 Complainants.

10 **THIRD CAUSE OF ACTION**

11 **(Equitable Apportionment Of Fault As To All Cross-Defendants)**

12 37. Cross-Complainants request this Court to determine the extent to which each  
13 Cross-Defendant or other party in this action proximately caused or contributed to the  
14 Plaintiffs' alleged losses, damages or injuries, if any, and to assess each such party with  
15 liability equal to that proportion of fault.

16 **FOURTH CAUSE OF ACTION**

17 **(Contribution As To All Cross-Defendants)**

18 38. Cross-Complainants are in no way legally responsible for the loss, damage or  
19 injury alleged in Plaintiffs' First Amended Complaint. However, if Cross-Complainants are  
20 held liable for any such claims, Cross-Complainants request that each Cross-Defendant be  
21 held liable and be ordered to reimburse Cross-Complainants to the extent of the liability  
22 fairly attributable to that Cross-Defendant.

23 **FIFTH CAUSE OF ACTION**

24 **(Declaratory Relief As To All Cross-Defendants)**

25 39. Cross-Complainants are entitled to a judicial declaration to the effect that  
26 Cross-Defendants are obligated to defend and indemnify Cross-Complainants with respect  
27 to the alleged liabilities.

28

1 **PRAAYER FOR RELIEF**

2 1. For a declaration that Cross-Defendants, and each of them, are liable to  
3 Cross-Complainants for any damages that Cross-Complainants may be caused to pay to  
4 Plaintiffs by reason of any judgment, settlement, or otherwise, in satisfaction of the  
5 Plaintiffs' claim arising out of the allegations contained in Plaintiffs' First Amended  
6 Complaint on file herein;

7 2. For a declaration that the Cross-Defendants are liable to defend and  
8 indemnify Cross-Complainants with respect to all claims against Cross-Complainants in  
9 this action;

10 3. For Judgment against Cross-Defendants, and each of them, in an amount  
11 equal to the amount of any judgment obtained by Plaintiffs and any other cross-complainant  
12 in this action against these Cross-Complainants, or such portion thereof for which Cross-  
13 Defendants are liable;

14 4. For costs of defense incurred by Cross-Complainants in defending the  
15 allegations of this First Amended Complaint and Cross-Complaints, including costs of suit  
16 incurred herein, court costs, reasonable attorney's fees where provided by contract or  
17 statute, and other expenses of preparation and investigation; and

18 5. For such further and other relief as the Court may deem just and proper.

19 Dated: August 14, 2020

CUNNINGHAM SWAIM, LLP

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21  
22 By: /s/ Michael J. Terhar  
23 Michael J. Terhar  
24 Ross Cunningham - *Pro Hac Vice*  
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26 D. Todd Parrish  
27 Attorneys for Defendants,  
28 ISLAND EXPRESS  
HELICOPTERS, INC.,  
a California Corporation; and  
ISLAND EXPRESS HOLDING  
CORP. a California Corporation

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**DEMAND FOR JURY TRIAL**

Defendants and Cross-Complainants ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation hereby demand a trial by jury in the above matter.

Dated: August 14, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On August 14, 2020, I caused to be served the within document(s) described as:

**CROSS-COMPLAINT FOR INDEMNITY AND DECLARATORY RELIEF;  
DEMAND FOR JURY TRIAL**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 14, 2020, at Pasadena, California.

Cynthia Vivanco	<i>/s/Cynthia Vivanco</i>
_____ (Type or print name)	_____ (Signature)

PROOF OF SERVICE

**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
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**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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16 COUNTY OF LOS ANGELES

17 VANESSA BRYANT, individually and as  
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Deceased; VANESSA BRYANT as Successor  
18 in Interest to GB, a minor, deceased;  
NB, a minor, by her Natural Mother and  
19 Guardian Ad Litem, VANESSA BRYANT;  
BB, a minor, by her Natural Mother and  
20 Guardian Ad Litem, VANESSA BRYANT;  
and CB, a minor, by her Natural Mother and  
21 Guardian Ad Litem, VANESSA BRYANT,

22 Plaintiffs,

23 vs.

24 ISLAND EXPRESS HELICOPTERS, INC., a  
California Corporation; ISLAND EXPRESS  
25 HOLDING CORP., a California Corporation;  
and BERGE ZOBAYAN as Personal  
26 Representative of and/or Successor in Interest  
to ARA GEORGE ZOBAYAN, a California  
27 Resident,

28 Defendants.

Case No.

**FIRST AMENDED COMPLAINT**  
**FOR DAMAGES**  
**(WRONGFUL DEATH/SURVIVAL**  
**ACTION/NEGLIGENCE/HELICOPTER**  
**CRASH)**

**DEMAND FOR JURY TRIAL**

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**PRELIMINARY STATEMENT**

19           1.       This is a negligence action seeking compensatory and punitive damages stemming  
20 from a helicopter crash in Calabasas, California on or about January 26, 2020, which resulted in  
21 the deaths of Kobe Bryant and GB, minor.

**PLAINTIFFS**

22  
23           2.       Plaintiff Vanessa Bryant brings this action individually and in her capacity as  
24 Widow of and Successor in Interest to Kobe Bryant and as Natural Mother of, Next of Kin of, and  
25 Successor in Interest to GB, a minor.

26           3.       Plaintiff NB, a minor, brings this action by her Natural Mother and Guardian Ad  
27 Litem, Vanessa Bryant. Application to appoint Vanessa Bryant as Guardian Ad Litem for NB,  
28 minor, is forthcoming.



1 4. Plaintiff BB, a minor, brings this action by her Natural Mother and Guardian Ad  
2 Litem, Vanessa Bryant. Application to appoint Vanessa Bryant as Guardian Ad Litem for BB,  
3 minor, is forthcoming.

4 5. Plaintiff CB, a minor, brings this action by her Natural Mother and Guardian Ad  
5 Litem, Vanessa Bryant. Application to appoint Vanessa Bryant as Guardian Ad Litem for CB,  
6 minor, is forthcoming.

7 6. Plaintiff Vanessa Bryant became Co-Trustee of the Estate of Kobe Bryant upon his  
8 death.

9 **PLAINTIFFS' DECEASED**

10 7. Plaintiffs' deceased, Kobe Bryant, age 41, died from injuries he sustained in the  
11 referenced helicopter crash of January 26, 2020.

12 8. Plaintiffs' deceased, Kobe Bryant, was the husband of Plaintiff Vanessa Bryant and  
13 the father of Plaintiffs NB, BB and CB, minors.

14 9. Plaintiffs' deceased, GB, age 13, died from injuries she sustained in the referenced  
15 helicopter crash of January 26, 2020.

16 10. Plaintiffs' deceased, GB, was the minor child of deceased Kobe Bryant and  
17 Plaintiff Vanessa Bryant.

18 **DEFENDANT ISLAND EXPRESS HELICOPTERS, INC.**

19 11. Defendant Island Express Helicopters, Inc. (hereinafter referred to as "Defendant  
20 Island Express Helicopters") is a California corporation located at 1175 Queens Highway, Long  
21 Beach, California. Defendant Island Express Helicopters may be served through its Registered  
22 Agent, Phillip G. DiFiore, 1175 Queens Highway, Long Beach, California 90802.

23 12. At all times material hereto, Defendant Island Express Helicopters conducted  
24 regular business activities in Long Beach, Los Angeles County, California.

25 13. At all times pertinent hereto, Defendant Island Express Helicopters was and  
26 currently is engaged in the business of providing helicopter transportation to paying customers.

27  
28







1 which was being flown from the John Wayne-Orange County Airport in Santa Ana, California to  
2 the Camarillo Airport in Camarillo, California.

3 32. The subject helicopter departed John Wayne-Orange County Airport at  
4 approximately 9:06 a.m.

5 33. On the morning of January 26, 2020, heavy fog and low clouds were reported in the  
6 Los Angeles area and, on information and belief, law enforcement agencies and tour companies  
7 had grounded their helicopters.

8 34. According to the National Transportation Safety Board (NTSB), the flight sequence  
9 of events after departure were as follows:

10 ATC communications and radar data indicate the flight departed KSNA about 0906  
11 PST. N72EX proceeded to the north-northwest at an altitude of about 700 to 800  
12 feet mean sea level (msl) under visual flight rules (VFR). At 0920, as the aircraft  
13 neared the Burbank class C airspace, the pilot requested to transition the area along  
14 Highway 101. The current Burbank weather observation reported instrument flight  
15 rules (IFR) conditions. In response to the pilot's request, the air traffic controller  
16 advised that cloud tops were reported at 2,400 feet msl and queried the pilot's  
17 intentions; the pilot then requested a special VFR clearance (an ATC authorization  
18 to proceed in controlled airspace at less than VFR weather minima). The air traffic  
19 controller advised that the pilot would need to hold for a short time due to IFR  
20 traffic, which the pilot acknowledged. At 0932, ATC cleared the pilot of N72EX to  
21 transition the class C surface area following the I-5 freeway, maintaining special  
22 VFR conditions at or below 2,500 feet. The pilot acknowledged with a correct  
23 readback and climbed to approximately 1,400 feet msl (600 feet agl). In response to  
24 query, the pilot replied to the Burbank ATC that he would follow Highway 118 and  
25 "loop around VNY [Van Nuys Airport]" to follow Highway 101. ATC  
26 acknowledged and coordinated.

27  
28

1 At 0939, as N72EX was passing west of Van Nuys at 1,500 feet msl, the VNY  
2 controller asked the pilot if he was in VFR conditions. The pilot replied “VFR  
3 conditions, one thousand five hundred,” and the VNY controller advised him to  
4 contact Southern California Terminal Radar Approach Control (SCT) for radar  
5 advisory services.

6 The pilot reported to SCT that the flight was going to Camarillo at 1,500 feet. The  
7 SCT controller advised that he would not be able to maintain radar contact at that  
8 altitude and terminated services. The SCT controller was subsequently relieved by  
9 a different controller. At 0945, the pilot of N72EX again contacted SCT and  
10 advised he was climbing above cloud layers and requested advisory services. The  
11 second controller was not aware of the aircraft, as services had previously been  
12 terminated, so asked the pilot to identify the flight. The SCT controller then asked  
13 the pilot his intentions, to which he replied he was climbing to 4,000 feet. There  
14 were no further transmissions.

15  
16 Radar/ADS-B data indicate the aircraft was climbing along a course aligned with  
17 Highway 101 just east of the Las Virgenes exit. Between Las Virgenes and Lost  
18 Hills Road, the aircraft reached 2,300 feet msl (approximately 1,500 feet above the  
19 highway, which lies below the surrounding terrain) and began a left turn. Eight  
20 seconds later, the aircraft began descending and the left turn continued. The descent  
21 rate increased to over 4,000 feet per minute (fpm), ground speed reached 160 knots.  
22 The last ADS-B target was received at 1,200 feet msl approximately 400 feet  
23 southwest of the accident site.

24  
25 35. On information and belief, Island Express Helicopters’ Federal Aviation  
26 Administration (FAA) operating certificate limited its pilots to flying only under visual flight rules  
27 (VFR). The subject helicopter was not licensed or certified to be flown into instrument conditions.  
28



- 1 a. Defendant Zobayan failed to properly monitor and assess the weather prior
- 2 to takeoff;
- 3 b. Defendant Zobayan failed to obtain proper weather data prior to the subject
- 4 flight;
- 5 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy
- 6 conditions;
- 7 d. Defendant Zobayan improperly flew the helicopter into instrument flight
- 8 rules (IFR) conditions;
- 9 e. Defendant Zobayan failed to maintain proper control of the helicopter in-
- 10 flight;
- 11 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight
- 12 path;
- 13 g. Defendant Zobayan failed to keep a safe distance between the helicopter
- 14 and natural obstacles; and
- 15 h. Defendant Zobayan failed to properly and safely operate the helicopter
- 16 resulting in a crash.

17 46. Defendant Island Express Helicopters knew or should have known that its  
18 employee, Ara George Zobayan, had previously been cited by the Federal Aviation Administration  
19 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
20 visibility from weather conditions.

21 47. Defendant Island Express Helicopters' breach of its duty and negligence caused the  
22 injuries and damages complained of herein and Plaintiffs' deceased, Kobe Bryant, was killed as a  
23 direct result of the negligent conduct of Zobayan for which Defendant Island Express Helicopters  
24 is vicariously liable in all respects.

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

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

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

14 50. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
15 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
16 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
17 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
18 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
19 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
20 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
21 conduct, and itself engaged in conduct with malice, oppression, or fraud.

22 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
23 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
24 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
25 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
26 Defendant Island Express Helicopters as follows:

27 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
28 service, comfort, support, right to support, companionship, solace or moral support, expectations



1 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
2 to proof;

3 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
4 of financial support from Decedent Kobe Bryant;

5 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
6 according to proof;

7 (D) For prejudgment interest and post-judgment interest and costs;

8 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
9 from future wrongdoing; and

10 (F) For such other and further relief as the court deems just and proper.

11 **COUNT II**

12 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
13 **ISLAND EXPRESS HELICOPTERS' FAILURE TO USE ORDINARY CARE IN**  
14 **PROVIDING PROPER AND SAFE AIRCRAFT SERVICES - - KOBE BRYANT)**

15 51. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
16 paragraphs 1 through 50 inclusive of this Complaint

17 52. Defendant Island Express Helicopters had a duty to use that degree of care that an  
18 ordinarily careful and prudent company would use under the same or similar circumstances.

19 53. On information and belief, Defendant Island Express Helicopters was negligent in  
20 its duties as follows:

21 a. Defendant Island Express Helicopters knew or should have known that they  
22 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

23 b. Defendant Island Express Helicopters failed to have in place an adequate  
24 safety policy for cancellation of flights into known unsafe weather conditions;

25 c. Defendant Island Express Helicopters promoted and engaged in  
26 unnecessary and needlessly risky means of transport under the circumstances then and there  
27 presenting; and

28



1 d. Defendant Island Express Helicopters authorized, directed and/or permitted  
2 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

3 54. Defendant Island Express Helicopters' breach of duty and negligence caused the  
4 injuries and damages complained of herein.

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

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

22 57. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
23 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
24 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
25 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
26 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
27 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
28

1 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
2 conduct, and itself engaged in conduct with malice, oppression, or fraud.

3 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
4 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
5 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
6 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
7 Defendant Island Express Helicopters as follows:

8 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
9 service, comfort, support, right to support, companionship, solace or moral support, expectations  
10 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
11 to proof;

12 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
13 of financial support from Decedent Kobe Bryant;

14 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
15 according to proof;

16 (D) For prejudgment interest and post-judgment interest and costs;

17 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
18 from future wrongdoing; and

19 (F) For such other and further relief as the court deems just and proper.

20 **COUNT III**

21 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
22 **ISLAND EXPRESS HELICOPTERS' CAUSING OR AUTHORIZING THE OPERATION**  
23 **OF AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER**  
24 **- - KOBE BRYANT)**

24 58. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
25 paragraphs 1 through 57 inclusive of this Complaint

26 59. Defendant Island Express Helicopters, by and through its agents and employees,  
27 including Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and  
28 prudent company would use under the same or similar circumstances.

1           60.     The subject helicopter was at all times operated with Defendant Island Express  
2 Helicopters' express or implied knowledge and consent.

3           61.     On information and belief, Defendant Island Express Helicopters operated the  
4 aircraft in a negligent, careless or reckless manner, to wit, in that:

5                 a.     Defendant Island Express Helicopters knew or should have known that they  
6 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

7                 b.     Defendant Island Express Helicopters failed to have in place an adequate  
8 safety policy for cancellation of flights into unsafe weather conditions;

9                 c.     Defendant Island Express Helicopters promoted and engaged in  
10 unnecessary and needlessly risky means of transport under the circumstances then and there  
11 presenting; and

12                 d.     Defendant Island Express Helicopters authorized, directed and/or permitted  
13 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

14           62.     By operation of California law, Defendant Island Express Helicopters is  
15 responsible for damages caused by the negligence, carelessness, or recklessness of the aircraft  
16 pilot in that on the occasion in question the subject helicopter was being operated and used with its  
17 knowledge and consent.

18           63.     Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of  
19 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
20 negligent, careless or reckless manner as further set out above.

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

28

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

11           66.     Plaintiffs further claim punitive damages in that this defendant engaged in actions  
12 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
13 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
14 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
15 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
16 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
17 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
18 conduct, and itself engaged in conduct with malice, oppression, or fraud.

19           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
20 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
21 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
22 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
23 Defendant Island Express Helicopters as follows:

24           (A)     For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
25 service, comfort, support, right to support, companionship, solace or moral support, expectations  
26 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
27 to proof;

28

- 1 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss
- 2 of financial support from Decedent Kobe Bryant;
- 3 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses
- 4 according to proof;
- 5 (D) For prejudgment interest and post-judgment interest and costs;
- 6 (E) For punitive damages in such sums as will serve to punish and deter Defendant
- 7 from future wrongdoing; and
- 8 (F) For such other and further relief as the court deems just and proper.

9 **COUNT IV**

10 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF**  
11 **DEFENDANT ISLAND EXPRESS HELICOPTERS TO SUPERVISE AND TRAIN ITS**  
12 **EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - KOBE BRYANT)**

13 67. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
14 paragraphs 1 through 66 inclusive of this Complaint

15 68. At all times material to this action, the pilot of the subject helicopter served as an  
16 employee and/or agent of Defendant Island Express Helicopters.

17 69. Defendant Island Express Helicopters owed Plaintiffs a duty to exercise reasonable  
18 care in the supervision and training of its employees and/or agents, including its pilots.

19 70. On information and belief, Defendant Island Express Helicopters breached its  
20 aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and  
21 training of its employees and/or agents, including the subject pilot, specifically, but not limited to,  
22 failing to adequately and properly train and supervise pilots on flights in unsafe weather  
23 conditions.

24 71. Defendant Island Express Helicopters knew or should have known that its  
25 employee, Ara George Zobayan, had previously been cited by the Federal Aviation Administration  
26 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
27 visibility from weather conditions and this defendant failed to provide adequate training and/or  
28 supervision to ensure the negligent action did not re-occur.

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

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

18           74. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
21 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
22 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
23 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
24 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
25 conduct, and itself engaged in conduct with malice, oppression, or fraud.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
27 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
28 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a



1 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
2 Defendant Island Express Helicopters as follows:

3 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
4 service, comfort, support, right to support, companionship, solace or moral support, expectations  
5 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
6 to proof;

7 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
8 of financial support from Decedent Kobe Bryant;

9 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
10 according to proof;

11 (D) For prejudgment interest and post-judgment interest and costs;

12 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
13 from future wrongdoing; and

14 (F) For such other and further relief as the court deems just and proper.

15 **COUNT V**

16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
17 **ISLAND EXPRESS HELICOPTERS' FAILURE TO IMPLEMENT PROPER AND**  
18 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - KOBE BRYANT)**

19 75. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
20 paragraphs 1 through 74 inclusive of this Complaint

21 76. Defendant Island Express Helicopters held itself out as an entity which could  
22 carefully and competently provide and maintain safe helicopter transport services which were  
23 utilized in the course of its operations.

24 77. That Defendant Island Express Helicopters had a duty to use that degree of care  
25 that ordinarily careful and prudent operators of a helicopter transport business would use under the  
26 same or similar circumstances.

27 78. On information and belief Defendant Island Express Helicopters failed adequately  
28 to implement proper and reasonable flight safety rules and policies in that it directed and allowed

1 its pilots to fly in unsafe weather conditions and in areas where the pilot would encounter  
2 instrument meteorological conditions.

3 79. Defendant Island Express Helicopters' failure adequately to implement proper and  
4 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
5 helicopter to crash and burn, resulting in the death of Kobe Bryant.

6 80. That as a direct result of the aforesaid negligence and carelessness on the part of  
7 Defendant Island Express Helicopters, Kobe Bryant was killed.

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

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

25 83. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
26 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
27 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
28 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitnes



1 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
2 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
3 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
4 conduct, and itself engaged in conduct with malice, oppression, or fraud.

5 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
6 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
7 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
8 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
9 Defendant Island Express Helicopters as follows:

10 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
11 service, comfort, support, right to support, companionship, solace or moral support, expectations  
12 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
13 to proof;

14 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
15 of financial support from Decedent Kobe Bryant;

16 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
17 according to proof;

18 (D) For prejudgment interest and post-judgment interest and costs;

19 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
20 from future wrongdoing; and

21 (F) For such other and further relief as the court deems just and proper.

22 **COUNT VI**

23 **(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]**  
24 **-- FAILURE OF DEFENDANT ISLAND EXPRESS HELICOPTERS TO PROVIDE**  
25 **HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY**  
**HELICOPTER -- KOBE BRYANT)**

26 84. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
27 paragraphs 1 through 83 inclusive of this Complaint.  
28

1           85. Plaintiffs deceased, Kobe Bryant, was a passenger for hire of a helicopter  
2 transportation service controlled, operated, dispatched, and supervised by Defendant Island  
3 Express Helicopters.

4           86. Defendant Island Express Helicopters held itself out as an entity which could safely  
5 and competently transport persons purchasing helicopter transportation services.

6           87. At all times material hereto, Defendant Island Express Helicopters was and is an  
7 on-demand passenger transportation service carrying passengers who have purchased helicopter  
8 transportation services and doing so for hire and for profit as a common carrier.

9           88. Defendant Island Express Helicopters had a duty to Plaintiffs' deceased to exercise  
10 the highest degree of care and diligence in the operation, management, and service of its helicopter  
11 transportation services to be provided to persons within the general public such as Kobe Bryant  
12 and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

13           89. On information and belief, Defendant Island Express Helicopters failed to provide  
14 a reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its  
15 duty to exercise the highest degree of care.

16           90. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant  
17 Island Express Helicopters' failure to exercise the highest degree of care in providing a safe  
18 helicopter for their use and transport.

19           91. Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of  
20 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
21 negligent, careless or reckless manner as further set out above.

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

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

11           94. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
12 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
13 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
14 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
15 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
16 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
17 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
18 conduct, and itself engaged in conduct with malice, oppression, or fraud.

19           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
20 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
21 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
22 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
23 Defendant Island Express Helicopters as follows:

24           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
25 service, comfort, support, right to support, companionship, solace or moral support, expectations  
26 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
27 to proof;

28

1 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
2 of financial support from Decedent Kobe Bryant;

3 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
4 according to proof;

5 (D) For prejudgment interest and post-judgment interest and costs;

6 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
7 from future wrongdoing; and

8 (F) For such other and further relief as the court deems just and proper.

9 **COUNT VII**

10 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
11 **ISLAND EXPRESS HELICOPTERS' FAILURE TO EQUIP HELICOPTER WITH**  
12 **SAFETY EQUIPMENT - - KOBE BRYANT)**

13 95. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
14 paragraphs 1 through 94 inclusive of this Complaint.

15 96. Defendant Island Express Helicopters held itself out as an entity which could  
16 carefully and competently provide safety equipment on its helicopters which were utilized in the  
17 course of its operations.

18 97. Defendant Island Express Helicopters had a duty to use that degree of care that  
19 ordinarily careful and prudent operators of a helicopter transport business would use under the  
20 same or similar circumstances.

21 98. Defendant Island Express Helicopters had a duty to use that degree of care that an  
22 ordinarily careful and prudent company would use under the same or similar circumstances.

23 99. On information and belief, Defendant Island Express Helicopters was negligent in  
24 its duties as it failed to purchase and equip its helicopters with a Terrain Avoidance and Warning  
25 System (TAWS) which provides a detailed image of surrounding terrain and triggers an auditory  
26 and visual warning.

27 100. That as a direct and proximate result of the aforesaid negligence and carelessness  
28 on the part of Defendant Island Express Helicopters Kobe Bryant was killed.

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

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

18           103. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
21 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
22 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
23 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
24 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
25 conduct, and itself engaged in conduct with malice, oppression, or fraud.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
27 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
28 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a

1 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
2 Defendant Island Express Helicopters as follows:

3 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
4 service, comfort, support, right to support, companionship, solace or moral support, expectations  
5 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
6 to proof;

7 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
8 of financial support from Decedent Kobe Bryant;

9 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
10 according to proof;

11 (D) For prejudgment interest and post-judgment interest and costs;

12 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
13 from future wrongdoing; and

14 (F) For such other and further relief as the court deems just and proper.

15 **COUNT VIII**

16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] -- DEFENDANT**  
17 **ISLAND EXPRESS HOLDING'S FAILURE TO USE ORDINARY CARE IN PROVIDING**  
18 **PROPER AND SAFE AIRCRAFT SERVICES -- KOBE BRYANT)**

19 104. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
20 paragraphs 1 through 103 inclusive of this Complaint

21 105. Defendant Island Express Holding had a duty to use that degree of care that an  
22 ordinarily careful and prudent company would use under the same or similar circumstances.

23 106. On information and belief, Defendant Island Express Holdings was negligent in its  
24 duties as follows:

25 a. Defendant Island Express Holding knew or should have known that the  
26 helicopter was prohibited from being operated under Instrument Flight Rules (IFR);

27 b. Defendant Island Express Holding failed to ensure that there was in place  
28 an adequate safety policy for cancellation of flights into unsafe weather conditions;



1 c. Defendant Island Express Holding promoted and engaged in unnecessary  
2 and needlessly risky means of transport under the circumstances then and there presenting; and

3 d. Defendant Island Express Holding authorized, directed and/or permitted a  
4 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

5 107. Defendant Island Express Holding's breach of duty and negligence caused the  
6 injuries and damages complained of herein.

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

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

24 110. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
25 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
26 others, including Plaintiffs' deceased.

27 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
28 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa

1 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
2 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
3 Defendant Island Express Holding as follows:

4 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
5 service, comfort, support, right to support, companionship, solace or moral support, expectations  
6 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
7 to proof;

8 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
9 of financial support from Decedent Kobe Bryant;

10 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
11 according to proof;

12 (D) For prejudgment interest and post-judgment interest and costs;

13 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
14 from future wrongdoing; and

15 (F) For such other and further relief as the court deems just and proper.

16 **COUNT IX**

17 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
18 **ISLAND EXPRESS HOLDING'S CAUSING OR AUTHORIZING THE OPERATION OF**  
19 **AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER**  
20 **- - KOBE BRYANT)**

21 111. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
22 paragraphs 1 through 110 inclusive of this Complaint

23 112. Defendant Island Express Holding, by and through its agents and employees had a  
24 duty to use that degree of care that an ordinarily careful and prudent company would use under the  
25 same or similar circumstances.

26 113. The subject helicopter was at all times operated with Defendant Island Express  
27 Holding's express or implied knowledge and consent.

28 114. On information and belief, Defendant Island Express Holding allowed the aircraft  
to be operated in a negligent, careless or reckless manner, to wit, in that:



1 a. Defendant Island Express Holding knew or should have known that the  
2 helicopter was prohibited from being operated under Instrument Flight Rules (IFR);

3 b. Defendant Island Express Holding failed to ensure that there was in place  
4 an adequate safety policy for cancellation of flights into unsafe weather conditions;

5 c. Defendant Island Express Holding promoted and engaged in unnecessary  
6 and needlessly risky means of transport under the circumstances then and there presenting; and

7 d. Defendant Island Express Holding authorized, directed and/or permitted a  
8 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

9 115. By operation of California law, Defendant Island Express Holding is responsible  
10 for damages caused by the negligence, carelessness, or recklessness of the aircraft pilot in that on  
11 the occasion in question the subject helicopter was being operated and used with its knowledge  
12 and consent.

13 116. Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of  
14 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
15 negligent, careless or reckless manner as further set out above.

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

23 118. Plaintiffs further claim such damages as the decedent may have suffered between  
24 the time of injury and the time of death and for the recovery of which the decedent might have  
25 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
26 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
27 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
28 include but are not limited to the wanton, willful callous, reckless and depraved conduct of

1 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
2 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
3 indifference to and a conscious disregard for the safety of others that the decedent would have  
4 been entitled to punitive damages had he lived.

5 119. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
6 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
7 others, including Plaintiffs' deceased.

8 WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
9 Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant;  
10 BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a minor,  
11 by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against Defendant  
12 Island Express Holding as follows:

13 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
14 service, comfort, support, right to support, companionship, solace or moral support, expectations  
15 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
16 to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent Kobe Bryant;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT X**

**(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF DEFENDANT ISLAND EXPRESS HOLDING TO SUPERVISE AND TRAIN ITS EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - KOBE BRYANT)**

120. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 119 inclusive of this Complaint

121. Defendant Island Express Holding owed Plaintiffs a duty to exercise reasonable care in the supervision and training of its pilots and its employees and/or agents.

122. On information and belief, Defendant Island Express Holding breached its aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and training of its pilots and employees and/or agents, including the subject pilot, specifically, but not limited to, failing to ensure that pilots were properly trained and supervised on flights in unsafe weather conditions.

123. By virtue of Kobe Bryant'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.

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

1 indifference to and a conscious disregard for the safety of others that the decedent would have  
2 been entitled to punitive damages had he lived.

3 125. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased.

6 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
7 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
8 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
9 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
10 Defendant Island Express Holding as follows:

11 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
12 service, comfort, support, right to support, companionship, solace or moral support, expectations  
13 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
14 to proof;

15 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
16 of financial support from Decedent Kobe Bryant;

17 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
18 according to proof;

19 (D) For prejudgment interest and post-judgment interest and costs;

20 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
21 from future wrongdoing; and

22 (F) For such other and further relief as the court deems just and proper.

23 **COUNT XI**

24 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
25 **ISLAND EXPRESS HOLDING'S FAILURE TO IMPLEMENT PROPER AND**  
26 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - KOBE BRYANT)**

27 126. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
28 paragraphs 1 through 125 inclusive of this Complaint

1           127. Defendant Island Express Holding held itself out as an entity which could carefully  
2 and competently provide and maintain safe helicopter transport services which were utilized in the  
3 course of its operations.

4           128. Defendant Island Express Holding had a duty to use that degree of care that  
5 ordinarily careful and prudent operators of a helicopter transport business would use under the  
6 same or similar circumstances.

7           129. On information and belief, Defendant Island Express Holding failed adequately to  
8 ensure that proper and reasonable flight safety rules and policies were implemented in that it  
9 directed and allowed its pilots to fly in unsafe weather conditions and in areas where the pilot  
10 would encounter instrument meteorological conditions.

11           130. Defendant Island Express Holding's failure adequately to implement proper and  
12 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
13 helicopter to crash and burn, resulting in the death of Kobe Bryant.

14           131. That as a direct result of the aforesaid negligence and carelessness on the part of  
15 Defendant Island Express Holding, Kobe Bryant was killed.

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

23           133. Plaintiffs further claim such damages as the decedent may have suffered between  
24 the time of injury and the time of death and for the recovery of which the decedent might have  
25 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
26 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
27 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
28 include but are not limited to the wanton, willful callous, reckless and depraved conduct of

1 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
2 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
3 indifference to and a conscious disregard for the safety of others that the decedent would have  
4 been entitled to punitive damages had he lived.

5 134. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
6 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
7 others, including Plaintiffs' deceased.

8 WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
9 Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant;  
10 BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a minor,  
11 by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against Defendant  
12 Island Express Holding as follows:

13 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
14 service, comfort, support, right to support, companionship, solace or moral support, expectations  
15 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
16 to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent Kobe Bryant;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT XII**

**(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]  
-- FAILURE OF DEFENDANT ISLAND EXPRESS HOLDING TO PROVIDE HIGHEST  
DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY HELICOPTER --  
KOBE BRYANT)**

135. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 134 inclusive of this Complaint.

136. Plaintiffs deceased, Kobe Bryant, was a passenger for hire of a helicopter transportation service controlled, operated, dispatched, and supervised by Defendant Island Express Holdings.

137. Defendant Island Express Holdings held itself out as an entity which could safely and competently transport persons purchasing helicopter transportation services.

138. At all times material hereto, Defendant Island Express Holdings was and is an on-demand passenger transportation service carrying passengers who have purchased helicopter transportation services and doing so for hire and for profit as a common carrier.

139. Defendant Island Express Holdings had a duty to Plaintiffs' deceased to exercise the highest degree of care and diligence in the operation, management, and service of its helicopter transportation services to be provided to persons within the general public such as Kobe Bryant and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

140. On information and belief, Defendant Island Express Holdings 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.

141. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant Island Express Holdings' failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

142. Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of Defendant Island Express Holdings causing or authorizing the operation of the helicopter in a negligent, careless or reckless manner as further set out above.



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

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

18           145. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased.

21           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
22 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
23 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
24 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
25 Defendant Island Express Holdings as follows:

26           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
27 service, comfort, support, right to support, companionship, solace or moral support, expectations  
28



1 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
2 to proof;

3 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
4 of financial support from Decedent Kobe Bryant;

5 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
6 according to proof;

7 (D) For prejudgment interest and post-judgment interest and costs;

8 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
9 from future wrongdoing; and

10 (F) For such other and further relief as the court deems just and proper.

11 **COUNT XIII**

12 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
13 **ISLAND EXPRESS HOLDINGS' FAILURE TO EQUIP HELICOPTER WITH SAFETY**  
14 **EQUIPMENT - - KOBE BRYANT)**

14 146. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
15 paragraphs 1 through 145 inclusive of this Complaint.

16 147. Defendant Island Express Holdings held itself out as an entity which could  
17 carefully and competently provide safety equipment on its helicopters which were utilized in the  
18 course of its operations.

19 148. That Defendant Island Express Holdings had a duty to use that degree of care that  
20 ordinarily careful and prudent operators of a helicopter transport business would use under the  
21 same or similar circumstances.

22 149. Defendant Island Express Holdings had a duty to use that degree of care that an  
23 ordinarily careful and prudent company would use under the same or similar circumstances.

24 150. On information and belief, Defendant Island Express Holdings was negligent in its  
25 duties as it failed to purchase and equip its helicopter with a traffic avoidance and warning system  
26 (TAWS).

27 151. That as a direct and proximate result of the aforesaid negligence and carelessness  
28 on the part of Defendant Island Express Holdings Kobe Bryant was killed.

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

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

18           154. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased.

21           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
22 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
23 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
24 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
25 Defendant Island Express Holdings as follows:

26           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
27 service, comfort, support, right to support, companionship, solace or moral support, expectations  
28

1 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
2 to proof;

3 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
4 of financial support from Decedent Kobe Bryant;

5 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
6 according to proof;

7 (D) For prejudgment interest and post-judgment interest and costs;

8 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
9 from future wrongdoing; and

10 (F) For such other and further relief as the court deems just and proper.

11 **COUNT XIV**

12 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
13 **ESTATE OF ARA GEORGE ZOBAYAN'S FAILURE TO USE ORDINARY CARE IN**  
14 **PILOTING THE SUBJECT AIRCRAFT - - KOBE BRYANT)**

15 155. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
16 paragraphs 1 through 154 inclusive of this Complaint.

17 156. On January 26, 2020, Ara George Zobayan was a licensed pilot employed by  
18 Defendant Island Express Helicopters.

19 157. Ara George Zobayan held himself out as a person who could carefully and  
20 competently pilot or otherwise provide safe helicopter transportation services.

21 158. Ara George Zobayan had a duty to use that degree of care that an ordinarily careful  
22 and prudent helicopter pilot would use under the same or similar circumstances.

23 159. On information and belief, Ara George Zobayan breached that duty and was  
24 negligent by:

25 a. Defendant Zobayan failed to properly monitor and assess the weather prior  
26 to takeoff;

27 b. Defendant Zobayan failed to obtain proper weather data prior to the subject  
28 flight;

- 1 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy  
2 conditions;
- 3 d. Defendant Zobayan improperly flew the helicopter into instrument flight  
4 rules (IFR) conditions;
- 5 e. Defendant Zobayan failed to maintain proper control of the helicopter in-  
6 flight;
- 7 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight  
8 path;
- 9 g. Defendant Zobayan failed to keep a safe distance between the helicopter  
10 and natural obstacles; and
- 11 h. Defendant Zobayan failed to properly and safely operate the helicopter  
12 resulting in a crash.

13 160. As a direct and proximate result of the aforesaid negligence and carelessness on the  
14 part of Defendant Zobayan, Kobe Bryant was killed.

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

22 162. Plaintiffs further claim such damages as the decedent may have suffered between  
23 the time of injury and the time of death and for the recovery of which the decedent might have  
24 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
25 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
26 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
27 include but are not limited to the wanton, willful callous, reckless and depraved conduct of  
28 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future

1 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
2 indifference to and a conscious disregard for the safety of others that the decedent would have  
3 been entitled to punitive damages had he lived.

4 163. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
5 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
6 others, including Plaintiffs' deceased.

7 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
8 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
9 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
10 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
11 Defendant Berge Zobayan as Personal Representative of and/or Successor in Interest to Ara  
12 George Zobayan, as follows:

13 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
14 service, comfort, support, right to support, companionship, solace or moral support, expectations  
15 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
16 to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent Kobe Bryant;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT XV**

**(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT ISLAND EXPRESS HELICOPTERS' VICARIOUS LIABILITY FOR ARA GEORGE ZOBAYAN'S FAILURE TO USE ORDINARY CARE IN PILOTING THE SUBJECT AIRCRAFT - - GB, MINOR)**

164. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 163 inclusive of this Complaint.

165. Defendant Island Express Helicopters, by and through its agents and employees, including Ara George Zobayan, had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

166. Pilot Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and prudent pilot would use under the same or similar circumstances.

167. Defendant Island Express Helicopters is vicariously liable for any and all actions of Ara George Zobayan, including his negligent and careless piloting and operation of the subject helicopter, by reason of its principal and agent relationship with Ara George Zobayan.

168. On information and belief, Ara George Zobayan was negligent in the following respects:

- a. Defendant Zobayan failed to properly monitor and assess the weather prior to takeoff;
- b. Defendant Zobayan failed to obtain proper weather data prior to the subject flight;
- c. Defendant Zobayan failed to abort the flight when he knew of the cloudy conditions;
- d. Defendant Zobayan improperly flew the helicopter into instrument flight rules (IFR) conditions;
- e. Defendant Zobayan failed to maintain proper control of the helicopter in-flight;
- f. Defendant Zobayan failed to properly avoid natural obstacles in the flight path;

1           g. Defendant Zobayan failed to keep a safe distance between the helicopter  
2 and natural obstacles; and

3           h. Defendant Zobayan failed to properly and safely operate the helicopter  
4 resulting in a crash.

5           169. Defendant Island Express Helicopters' knew or should have known that its  
6 employee, Ara George Zobayan had previously been cited by the Federal Aviation Administration  
7 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
8 visibility from weather conditions.

9           170. Defendant Island Express Helicopters' breach of its duty and negligence caused the  
10 injuries and damages complained of herein and Plaintiffs' deceased, GB, a minor, was killed as a  
11 direct result of the negligent conduct of Zobayan for which Defendant Island Express Helicopters  
12 is vicariously liable in all respects.

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

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

3 173. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
6 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
7 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
8 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
9 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
10 conduct, and itself engaged in conduct with malice, oppression, or fraud.

11 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased,  
13 pray judgment against Defendant Island Express Helicopters as follows:

14 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
15 service, comfort, support, right to support, companionship, solace or moral support, expectations  
16 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent GB;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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COUNT XVI

(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT ISLAND EXPRESS HELICOPTERS' FAILURE TO USE ORDINARY CARE IN PROVIDING PROPER AND SAFE AIRCRAFT SERVICES - - GB, MINOR)

174. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 173 inclusive of this Complaint

175. Defendant Island Express 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.

176. On information and belief, Defendant Island Express Helicopters was negligent in its duties as follows:

a. Defendant Island Express Helicopters knew or should have known that they were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

b. Defendant Island Express Helicopters failed to have in place an adequate safety policy for cancellation of flights into known unsafe weather conditions;

c. Defendant Island Express Helicopters promoted and engaged in unnecessary and needlessly risky means of transport under the circumstances then and there presenting; and

d. Defendant Island Express Helicopters authorized, directed and/or permitted a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

177. Defendant Island Express Helicopters' breach of duty and negligence caused the injuries and damages complained of herein.

178. By virtue of GB'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.

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

11           180. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
12 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
13 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
14 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
15 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
16 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
17 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
18 conduct, and itself engaged in conduct with malice, oppression, or fraud.

19           WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
20 Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased; pray  
21 judgment against Defendant Island Express Helicopters as follows:

22           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
23 service, comfort, support, right to support, companionship, solace or moral support, expectations  
24 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

25           (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
26 of financial support from Decedent GB;

27           (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
28 according to proof;

- 1 (D) For prejudgment interest and post-judgment interest and costs;
- 2 (E) For punitive damages in such sums as will serve to punish and deter Defendant
- 3 from future wrongdoing; and
- 4 (F) For such other and further relief as the court deems just and proper.

5 **COUNT XVII**

6 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
7 **ISLAND EXPRESS HELICOPTERS' CAUSING OR AUTHORIZING THE OPERATION**  
8 **OF AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER - - GB,**  
9 **MINOR)**

9 181. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
10 paragraphs 1 through 180 inclusive of this Complaint

11 182. Defendant Island Express Helicopters, by and through its agents and employees,  
12 including Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and  
13 prudent company would use under the same or similar circumstances.

14 183. The subject helicopter was at all times operated with Defendant Island Express  
15 Helicopters' express or implied knowledge and consent.

16 184. On information and belief, Defendant Island Express Helicopters operated the  
17 aircraft in a negligent, careless or reckless manner, to wit, in that:

18 a. Defendant Island Express Helicopters knew or should have known that they  
19 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

20 b. Defendant Island Express Helicopters failed to have in place an adequate  
21 safety policy for cancellation of flights into known unsafe weather conditions;

22 c. Defendant Island Express Helicopters promoted and engaged in  
23 unnecessary and needlessly risky means of transport under the circumstances then and there  
24 presenting; and

25 d. Defendant Island Express Helicopters authorized, directed and/or permitted  
26 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

27 185. By operation of California law, Defendant Island Express Helicopters is  
28 responsible for damages caused by the negligence, carelessness, or recklessness of the aircraft

1 pilot in that on the occasion in question the subject helicopter was being operated and used with its  
2 knowledge and consent.

3 186. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of  
4 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
5 negligent, careless or reckless manner as further set out above.

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

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

23 189. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
24 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
25 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
26 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
27 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
28 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with

1 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
2 conduct, and itself engaged in conduct with malice, oppression, or fraud.

3 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
4 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
5 pray judgment against Defendant Island Express Helicopters as follows:

6 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
7 service, comfort, support, right to support, companionship, solace or moral support, expectations  
8 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

9 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
10 of financial support from Decedent GB;

11 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
12 according to proof;

13 (D) For prejudgment interest and post-judgment interest and costs;

14 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
15 from future wrongdoing; and

16 (F) For such other and further relief as the court deems just and proper.

17 **COUNT XVIII**

18 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF**  
19 **DEFENDANT ISLAND EXPRESS HELICOPTERS TO SUPERVISE AND TRAIN ITS**  
20 **EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - GB, MINOR)**

21 190. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
22 paragraphs 1 through 189 inclusive of this Complaint

23 191. At all times material to this action, the pilot of the subject helicopter served as an  
24 employee and/or agent of Defendant Island Express Helicopters.

25 192. Defendant Island Express Helicopters owed Plaintiffs a duty to exercise reasonable  
26 care in the supervision and training of its employees and/or agents, including its pilots.

27 193. On information and belief, Defendant Island Express Helicopters breached its  
28 aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and



1 training of its employees and/or agents, including the subject pilot, specifically, but not limited to,  
2 failing adequately to properly train and supervise pilots on flights in unsafe weather conditions.

3 194. Defendant Island Express Helicopters knew or should have known that its  
4 employee, Ara George Zobayan had previously been cited by the Federal Aviation Administration  
5 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
6 visibility from weather conditions and this defendant failed to provide adequate training and/or  
7 supervision to ensure the negligent action did not re-occur.

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

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

25 197. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
26 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
27 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
28 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfit



1 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
2 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
3 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
4 conduct, and itself engaged in conduct with malice, oppression, or fraud.

5 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
6 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
7 pray judgment against Defendant Island Express Helicopters as follows:

8 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
9 service, comfort, support, right to support, companionship, solace or moral support, expectations  
10 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

11 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
12 of financial support from Decedent GB;

13 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
14 according to proof;

15 (D) For prejudgment interest and post-judgment interest and costs;

16 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
17 from future wrongdoing; and

18 (F) For such other and further relief as the court deems just and proper.

19 **COUNT XIX**

20 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
21 **ISLAND EXPRESS HELICOPTERS' FAILURE TO IMPLEMENT PROPER AND**  
22 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - GB, MINOR)**

23 198. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
24 paragraphs 1 through 197 inclusive of this Complaint

25 199. Defendant Island Express Helicopters held itself out as an entity which could  
26 carefully and competently provide and maintain safe helicopter transport services which were  
27 utilized in the course of its operations.  
28

1           200. That Defendant Island Express Helicopters had a duty to use that degree of care  
2 that ordinarily careful and prudent operators of a helicopter transport business would use under the  
3 same or similar circumstances.

4           201. On information and belief, Defendant Island Express Helicopters failed adequately  
5 to implement proper and reasonable flight safety rules and policies in that it directed and allowed  
6 its pilots to fly in unsafe weather conditions and in areas where the pilot would encounter  
7 instrument meteorological conditions.

8           202. Defendant Island Express Helicopters' failure adequately to implement proper and  
9 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
10 helicopter to crash and burn, resulting in the death of GB, a minor.

11           203. That as a direct result of the aforesaid negligence and carelessness on the part of  
12 Defendant Island Express Helicopters, GB, a minor, was killed.

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

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

3         206. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
6 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
7 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
8 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
9 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
10 conduct, and itself engaged in conduct with malice, oppression, or fraud.

11         WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
13 pray judgment against Defendant Island Express Helicopters as follows:

14         (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
15 service, comfort, support, right to support, companionship, solace or moral support, expectations  
16 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

17         (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent GB;

19         (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21         (D) For pre-judgment interest and post-judgment interest and costs;

22         (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24         (F) For such other and further relief as the court deems just and proper.

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**COUNT XX**

**(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]  
-- FAILURE OF DEFENDANT ISLAND EXPRESS HELICOPTERS TO PROVIDE  
HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY  
HELICOPTER -- GB, MINOR)**

207. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 206 inclusive of this Complaint.

208. Plaintiffs deceased, GB, a minor, was a passenger for hire of a helicopter transportation service controlled, operated, dispatched, and supervised by Defendant Island Express Helicopters.

209. Defendant Island Express Helicopters held itself out as an entity which could safely and competently transport persons purchasing helicopter transportation services.

210. At all times material hereto, Defendant Island Express Helicopters was and is an on-demand passenger transportation service carrying passengers who have purchased helicopter transportation services and doing so for hire and for profit as a common carrier.

211. Defendant Island Express Helicopters had a duty to Plaintiffs' deceased to exercise the highest degree of care and diligence in the operation, management, and service of its helicopter transportation services to be provided to persons within the general public such as GB, a minor, and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

212. On information and belief, Defendant Island Express 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.

213. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant Island Express Helicopters' failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

214. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a negligent, careless or reckless manner as further set out above.

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

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

18           217. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
21 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
22 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
23 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
24 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
25 conduct, and itself engaged in conduct with malice, oppression, or fraud.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
27 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
28 pray judgment against Defendant Island Express Helicopters as follows:

1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
2 service, comfort, support, right to support, companionship, solace or moral support, expectations  
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
5 of financial support from Decedent GB;

6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
7 according to proof;

8 (D) For prejudgment interest and post-judgment interest and costs;

9 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
10 from future wrongdoing; and

11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXI**

13 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
14 **ISLAND EXPRESS HELICOPTERS' FAILURE TO EQUIP HELICOPTER WITH**  
15 **SAFETY EQUIPMENT - - GB, MINOR)**

16 218. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
17 paragraphs 1 through 217 inclusive of this Complaint.

18 219. Defendant Island Express Helicopters held itself out as an entity which could  
19 carefully and competently provide safety equipment on its helicopters which were utilized in the  
20 course of its operations.

21 220. Defendant Island Express Helicopters had a duty to use that degree of care that  
22 ordinarily careful and prudent operators of a helicopter transport business would use under the  
23 same or similar circumstances.

24 221. Defendant Island Express Helicopters had a duty to use that degree of care that an  
25 ordinarily careful and prudent company would use under the same or similar circumstances.

26 222. On information and belief, Defendant Island Express Helicopters was negligent in  
27 its duties as it failed to purchase and equip its helicopters with a Terrain Avoidance and Warning  
28 System (TAWS) which provides a detailed image of surrounding terrain and triggers an auditory  
and visual warning.



1           223. That as a direct and proximate result of the aforesaid negligence and carelessness  
2 on the part of Defendant Island Express Helicopters GB, a minor, was killed.

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

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

20           226. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
21 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
22 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
23 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
24 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
25 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
26 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
27 conduct, and itself engaged in conduct with malice, oppression, or fraud.

28





1 c. Defendant Island Express Holdings promoted and engaged in unnecessary  
2 and needlessly risky means of transport under the circumstances then and there presenting; and

3 d. Defendant Island Express Holdings authorized, directed and/or permitted a  
4 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

5 230. Defendant Island Express Holdings' breach of duty and negligence caused the  
6 injuries and damages complained of herein.

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

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

24 233. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
25 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
26 others, including Plaintiffs' deceased.

27  
28



1           b. Defendant Island Express Holdings failed to have in place an adequate  
2 safety policy for cancellation of flights into known unsafe weather conditions;

3           c. Defendant Island Express Holdings promoted and engaged in unnecessary  
4 and needlessly risky means of transport under the circumstances then and there presenting; and

5           d. Defendant Island Express Holdings authorized, directed and/or permitted a  
6 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

7           238. By operation of California law, Defendant Island Express Holdings is responsible  
8 for damages caused by the negligence, carelessness, or recklessness of the aircraft pilot in that on  
9 the occasion in question the subject helicopter was being operated and used with its knowledge  
10 and consent.

11           239. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of  
12 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
13 negligent, careless or reckless manner as further set out above.

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

21           241. Plaintiffs further claim such damages as the decedent may have suffered between  
22 the time of injury and the time of death and for the recovery of which the decedent might have  
23 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
24 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
25 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
26 include but are not limited to the wanton, willful callous, reckless and depraved conduct of  
27 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
28 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete

1 indifference to and a conscious disregard for the safety of others that the decedent would have  
2 been entitled to punitive damages had she lived.

3 242. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased.

6 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
7 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
8 pray judgment against Defendant Island Express Holdings as follows:

9 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
10 service, comfort, support, right to support, companionship, solace or moral support, expectations  
11 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

12 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
13 of financial support from Decedent GB;

14 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
15 according to proof;

16 (D) For prejudgment interest and post-judgment interest and costs;

17 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
18 from future wrongdoing; and

19 (F) For such other and further relief as the court deems just and proper.

20 **COUNT XXIV**

21 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF**  
22 **DEFENDANT ISLAND EXPRESS HOLDINGS TO SUPERVISE AND TRAIN ITS**  
23 **EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - GB, MINOR)**

24 243. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
25 paragraphs 1 through 242 inclusive of this Complaint

26 244. Defendant Island Express Holdings owed Plaintiffs a duty to exercise reasonable  
27 care in the supervision and training of its pilots and its employees and/or agents.

28 245. On information and belief, Defendant Island Express Holdings breached its  
29 aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and

1 training of its pilots and its employees and/or agents, including the subject pilot, specifically, but  
2 not limited to, failing adequately to ensure that pilots were properly trained and supervised on  
3 flights in unsafe weather conditions.

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

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

21 248. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
22 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
23 others, including Plaintiffs' deceased.

24 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
25 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
26 pray judgment against Defendant Island Express Holdings as follows:  
27  
28



1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
2 service, comfort, support, right to support, companionship, solace or moral support, expectations  
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
5 of financial support from Decedent GB;

6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
7 according to proof;

8 (D) For prejudgment interest and post-judgment interest and costs;

9 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
10 from future wrongdoing; and

11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXV**

13 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
14 **ISLAND EXPRESS HOLDINGS' FAILURE TO IMPLEMENT PROPER AND**  
15 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - GB, MINOR)**

16 249. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
17 paragraphs 1 through 248 inclusive of this Complaint

18 250. Defendant Island Express Holdings held itself out as an entity which could  
19 carefully and competently provide and maintain safe helicopter transport services which were  
20 utilized in the course of its operations.

21 251. That Defendant Island Express Holdings had a duty to use that degree of care that  
22 ordinarily careful and prudent operators of a helicopter transport business would use under the  
23 same or similar circumstances.

24 252. On information and belief, Defendant Island Express Holdings failed adequately to  
25 implement proper and reasonable flight safety rules and policies in that it directed and allowed its  
26 pilots to fly in unsafe weather conditions and in areas where the pilot would encounter instrument  
27 meteorological conditions.  
28



1           253. Defendant Island Express Holdings' failure adequately to implement proper and  
2 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
3 helicopter to crash and burn, resulting in the death of GB, a minor.

4           254. That as a direct result of the aforesaid negligence and carelessness on the part of  
5 Defendant Island Express Holdings, GB, a minor, was killed.

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

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

23           257. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
24 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
25 others, including Plaintiffs' deceased.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
27 Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased; pray  
28 judgment against Defendant Island Express Holdings as follows:

1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
2 service, comfort, support, right to support, companionship, solace or moral support, expectations  
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
5 of financial support from Decedent GB;

6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
7 according to proof;

8 (D) For prejudgment interest and post-judgment interest and costs;

9 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
10 from future wrongdoing; and

11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXVI**

13 **(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]**  
14 **-- FAILURE OF DEFENDANT ISLAND EXPRESS HOLDINGS TO PROVIDE**  
15 **HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY**  
**HELICOPTER -- GB, MINOR)**

16 258. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
17 paragraphs 1 through 257 inclusive of this Complaint.

18 259. Plaintiffs deceased, GB, a minor, was a passenger for hire of a helicopter  
19 transportation service controlled, operated, dispatched, and supervised by Defendant Island  
20 Express Holdings.

21 260. Defendant Island Express Holdings held itself out as an entity which could safely  
22 and competently transport persons purchasing helicopter transportation services.

23 261. At all times material hereto, Defendant Island Express Holdings was and is an on-  
24 demand passenger transportation service carrying passengers who have purchased helicopter  
25 transportation services and doing so for hire and for profit as a common carrier.

26 262. Defendant Island Express Holdings had a duty to Plaintiffs' deceased to exercise  
27 the highest degree of care and diligence in the operation, management, and service of its helicopter  
28

1 transportation services to be provided to persons within the general public such as GB, a minor,  
2 and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

3 263. On information and belief, Defendant Island Express Holdings failed to provide a  
4 reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its duty  
5 to exercise the highest degree of care.

6 264. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant  
7 Island Express Holdings' failure to exercise the highest degree of care in providing a safe  
8 helicopter for their use and transport.

9 265. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of  
10 Defendant Island Express Holdings causing or authorizing the operation of the helicopter in a  
11 negligent, careless or reckless manner as further set out above.

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

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



1           272. Defendant Island Express Holdings had a duty to use that degree of care that an  
2 ordinarily careful and prudent company would use under the same or similar circumstances.

3           273. On information and belief, Defendant Island Express Holdings was negligent in its  
4 duties as it failed to purchase and equip its helicopter with a traffic avoidance and warning system  
5 (TAWS).

6           274. That as a direct and proximate result of the aforesaid negligence and carelessness  
7 on the part of Defendant Island Express Holdings GB, a minor, was killed.

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

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

25           277. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
26 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
27 others, including Plaintiffs' deceased.

28



- 1 a. Defendant Zobayan failed to properly monitor and assess the weather prior  
2 to takeoff;
- 3 b. Defendant Zobayan failed to obtain proper weather data prior to the subject  
4 flight;
- 5 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy  
6 conditions;
- 7 d. Defendant Zobayan improperly flew the helicopter into instrument flight  
8 rules (IFR) conditions;
- 9 e. Defendant Zobayan failed to maintain proper control of the helicopter in-  
10 flight;
- 11 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight  
12 path;
- 13 g. Defendant Zobayan failed to keep a safe distance between the helicopter  
14 and natural obstacles; and
- 15 h. Defendant Zobayan failed to properly and safely operate the helicopter  
16 resulting in a crash.

17 283. As a direct and proximate result of the aforesaid negligence and carelessness on the  
18 part of Defendant Zobayan, GB, a minor, was killed.

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

26 285. Plaintiffs further claim such damages as the decedent may have suffered between  
27 the time of injury and the time of death and for the recovery of which the decedent might have  
28 maintained an action had death not ensued including, but not limited to, mental anguish, physical



1 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
2 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
3 include but are not limited to the wanton, willful callous, reckless and depraved conduct of  
4 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
5 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
6 indifference to and a conscious disregard for the safety of others that the decedent would have  
7 been entitled to punitive damages had she lived.

8 286. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
9 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
10 others, including Plaintiffs' deceased.

11 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
13 pray judgment against Defendant Berge Zobayan as Personal Representative of and/or Successor  
14 in Interest to Ara George Zobayan, as follows:

15 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
16 service, comfort, support, right to support, companionship, solace or moral support, expectations  
17 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

18 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
19 of financial support from Decedent GB;

20 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
21 according to proof;

22 (D) For prejudgment interest and post-judgment interest and costs;

23 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
24 from future wrongdoing; and

25 (F) For such other and further relief as the court deems just and proper.  
26  
27  
28





# EXHIBIT D

1 Michael J. Terhar, Esq. – SBN 89491  
 Ross Cunningham, Esq. – *Pro Hac Vice Pending*  
 2 Don Swaim, Esq. – *Pro Hac Vice Pending*  
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9 ATTORNEYS FOR Defendants ISLAND EXPRESS  
 HELICOPTERS, INC., a California Corporation; and  
 10 ISLAND EXPRESS HOLDING CORP.,  
 a California Corporation.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 12 **FOR THE COUNTY OF LOS ANGELES**

14 VANESSA BRYANT, Individually, and as  
 15 Successor in Interest to KOBE BRYANT,  
 16 Deceased; VANESSA BRYANT, as Successor  
 in Interest to GB, a minor, deceased;  
 17 NB, a minor, by her Natural Mother and  
 Guardian Ad Litem, VANESSA BRYANT;  
 18 BB, a minor, by her Natural Mother and  
 Guardian Ad Litem, VANESSA BRYANT;  
 19 and CB, a minor, by her Natural Mother and  
 20 Guardian Ad Litem, VANESSA BRYANT;

21 **Plaintiffs,**

22 vs.

23 ISLAND EXPRESS HELICOPTERS, INC., a  
 California Corporation; ISLAND EXPRESS  
 24 HOLDING CORP., a California Corporation;  
 and DOE 1, as Personal representative of  
 25 and/or Successor in Interest to ARA GEORGE  
 ZOBAYAN, a California resident,

26 **Defendants.**

Case No.: 20STCV07492

Assigned for all purposes to:  
 Hon. Judge Virginia Keeny  
 Dept.: NW-W

**ISLAND EXPRESS HELICOPTERS, INC.,  
 a California Corporation; and  
 ISLAND EXPRESS HOLDING CORP.,  
 a California Corporation's  
 ANSWER TO PLAINTIFFS'  
 FIRST AMENDED COMPLAINT  
 FOR DAMAGES.**

**DEMAND FOR JURY TRIAL**

First Amended Complaint Filed: April 15, 2020  
 Trial Date: None Set

1 COME NOW defendants ISLAND EXPRESS HELICOPTERS, INC., a California  
2 Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation (collectively  
3 referred to herein as “Defendants”), and in accordance with Section 431.30 of the California Code of  
4 Civil Procedure, hereby generally deny each and every, all and singular, the allegations therein  
5 contained, and in this connection, Defendants deny that Plaintiffs VANESSA BRYANT,  
6 Individually, and as Successor in Interest to KOBE BRYANT, Deceased; VANESSA BRYANT, as  
7 Successor in Interest to GB, a minor, deceased; NB, a minor, by her Natural Mother and Guardian  
8 Ad Litem, VANESSA BRYANT; BB, a minor, by her Natural Mother and Guardian Ad Litem,  
9 VANESSA BRYANT; and CB, a minor, by her Natural Mother and Guardian Ad Litem, VANESSA  
10 BRYANT (collectively referred to herein as “Plaintiffs”) have been injured or damaged in any of the  
11 sums mentioned in the FIRST AMENDED COMPLAINT, or in any sum what so ever at all, as a  
12 result of any action or omission by Defendants.

13 **FIRST AFFIRMATIVE DEFENSE**

14 AS A FURTHER, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST  
15 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs’ claims are barred due to  
16 Plaintiffs’ failure to state facts sufficient to constitute a cause of action against Defendants.

17 **SECOND AFFIRMATIVE DEFENSE**

18 AS A SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
19 AMENDED COMPLAINT ON FILE HEREIN, decedents Kobe Bryant and GB had actual  
20 knowledge of all of the circumstances, particular dangers, and an appreciation of the risks involved  
21 and the magnitude thereof, and proceeded to encounter a known risk, and voluntarily assume the risk  
22 of the accident, injury, and damages in the alleged FIRST AMENDED COMPLAINT, thereby  
23 barring or reducing Plaintiffs’ claim for damages.

24 **THIRD AFFIRMATIVE DEFENSE**

25 AS A THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
26 COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the FIRST  
27 AMENDED COMPLAINT were proximately caused by one or more unforeseeable, independent,  
28 intervening, and/or superseding events beyond the control of and unrelated to any actions or conduct

1 of Defendants.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 AS A FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the  
5 FIRST AMENDED COMPLAINT were proximately caused by the acts or omissions of other parties  
6 for whom answering Defendants are not legally responsible, which intervened and/or superseded the  
7 acts and/or omission of answering Defendants, if any, and Plaintiffs' alleged damages. In the  
8 alternative, any amounts which Plaintiffs might be entitled to recover against answering Defendants  
9 must be reduced to the extent any such damages are attributable to the intervening and/or supervening  
10 acts and/or omissions of persons other than answering Defendants.

11 **FIFTH AFFIRMATIVE DEFENSE**

12 AS A FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
13 COMPLAINT ON FILE HEREIN, Defendants allege that the sole proximate cause of Plaintiffs'  
14 damages was the acts and/or omissions of others.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 AS A SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
17 COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the FIRST  
18 AMENDED COMPLAINT were proximately caused in whole or in part by a new and independent  
19 cause not reasonably foreseeable by answering Defendants. Such new and independent cause became  
20 the direct and proximate cause of the accident.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 AS A SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
23 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the  
24 FIRST AMENDED COMPLAINT were the result of an unavoidable accident and not proximately  
25 caused by any alleged act or omission on the part of answering Defendants.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 AS AN EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
28 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs have failed to join



1 all necessary and indispensable parties.

2 **NINTH AFFIRMATIVE DEFENSE**

3 AS A NINTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
4 COMPLAINT ON FILE HEREIN, Defendants claim that they are not responsible for Plaintiffs'  
5 damages due to an act of God.

6 **TENTH AFFIRMATIVE DEFENSE**

7 AS A TENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
8 COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims are barred due to Plaintiffs' failure  
9 to mitigate damages.

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 AS A ELEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
12 AMENDED COMPLAINT ON FILE HEREIN, the damages, if any, suffered by Plaintiffs were  
13 caused in whole or in part by the acts or omissions of persons or entities other than these answering  
14 Defendants. Answering Defendants expressly reserve their right to pursue any and all actions for  
15 contribution and indemnity of any kind whatsoever against such persons or entities.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 AS A TWELFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
18 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims for relief against  
19 Defendants are barred due to the doctrines of waiver and/or estoppel.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 AS A THIRTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
22 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims for relief against  
23 Defendants are barred due to comparative and/or contributory negligence. In the alternative, in the  
24 event there is a finding of damages for Plaintiffs, such damages must be reduced to the extent of such  
25 comparative and/or contributory negligence.

26 **FOURTEENTH AFFIRMATIVE DEFENSE**

27 AS A FOURTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
28 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' damages must be reduced

1 and/or offset by any benefits received by Plaintiffs under applicable law.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 AS A FIFTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Plaintiffs' claims for punitive damages against  
5 Defendants are barred, in whole or in part, because they violate state and federal constitution rights,  
6 including but not limited to due process, equal protection, void-for-vagueness and ex post facto  
7 provisions; the Fourth, Fifth Sixth, Eighth and Fourteenth Amendments, and the right not to be  
8 subjected to excessive awards and multiple punishments. In addition, any claim for punitive damages  
9 is limited by state and federal law, including but not limited to the United States Supreme Court  
10 decision in *State Farm Mutual Automobile Insurance Company v. Campbell*, 123 S. Ct. 1513 (2003),  
11 and all other applicable federal and state decisions.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 AS A SIXTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
14 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the allegations in Plaintiffs'  
15 FIRST AMENDED COMPLAINT fail to state facts sufficient to support an award of exemplary or  
16 punitive damages or other statutory fines or penalties against answering Defendants. No alleged act  
17 or omission of answering Defendants was oppressive, fraudulent, or malicious under California Civil  
18 Code section 3294, and therefore, any award of punitive damages is barred.

19 **SEVENTEENTH AFFIRMATIVE DEFENSE**

20 AS A SEVENTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
21 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs' FIRST  
22 AMENDED COMPLAINT, and each cause of action thereof, is barred by reason of acts, omissions,  
23 representation, and courses of conduct by Plaintiffs, which Defendants were led to rely upon to their  
24 detriment, thereby barring each and every cause of action under the doctrine of equitable estoppel.

25 **EIGHTEENTH AFFIRMATIVE DEFENSE**

26 AS AN EIGHTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
27 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that if they are determined to be  
28 liable to Plaintiffs, such liability is based on conduct which is passive and secondary to the active and

1 primary wrongful conduct of other defendants in this action, if any. Defendants are therefore entitled  
2 to total, equitable indemnity from such other defendants.

3 **NINETEENTH AFFIRMATIVE DEFENSE**

4 AS A NINETEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
5 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that in the event the parties were  
6 not reasonably and adequately warned of potential dangers concerning the inherently dangerous  
7 nature of flying in a helicopter, the duty to provide the warnings was that of a third party, and not of  
8 Defendants.

9 **TWENTIETH AFFIRMATIVE DEFENSE**

10 AS A TWENTIETH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
11 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that there are other persons,  
12 parties, entities, and/or defendants who are at fault and proximately caused Plaintiffs' injuries, if any.  
13 If Defendants are responsible to Plaintiffs, of which Defendants expressly deny such responsibility,  
14 these answering Defendants are only liable for their proportionate share of non-economic damages,  
15 if any, as set forth in the Civil Code section 1431.2.

16 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

17 AS A TWENTY-FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
18 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs' FIRST  
19 AMENDED COMPLAINT, and each cause of action thereof, is barred by the doctrines of unclean  
20 hands and/or laches.

21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 AS A TWENTY-SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
23 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that they are entitled to a set-off  
24 for all amounts paid to the Plaintiffs by other Defendants through settlements, if any.

25 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

26 AS A TWENTY-THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
27 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the services of Defendants  
28 fully complied with all applicable governmental laws and regulations at the time the services were

1 rendered.

2 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

3 AS A TWENTY-FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that plaintiffs were advised,  
5 informed and warned of any potential hazards and/or dangers, and they failed to follow such warnings.

6 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

7 AS A TWENTY-FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
8 AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that they presently have  
9 insufficient knowledge or information on which to form a belief as to whether they may have  
10 additional defenses available. Defendants expressly reserve their right to assert any additional  
11 affirmative defenses that become known as a result of discovery, investigation, analysis and/or  
12 proceedings in this case.

13 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

14 AS A TWENTY-SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
15 AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that the FIRST  
16 AMENDED COMPLAINT and each purported Cause of Action therein, are barred under the  
17 Doctrine of Federal Preemption, in that the laws of the United States of America, including, but not  
18 limited to, the Federal Aviation Act, the Federal Aviation Regulations, rules and regulations of the  
19 Federal Aviation Administration and its predecessors, the Civil Air Regulations, as well as other  
20 federal statutes, rules and laws, have shown intent by the Federal Government to completely and  
21 exclusively occupy the field of the operation of civilian aviation.

22 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

23 AS A TWENTY-SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
24 FIRST AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that the federal  
25 government has preempted the field of law applicable to aviation safety through the Federal Aviation  
26 Act and Federal Aviation Regulations. To the extent that Plaintiffs seek recovery based upon a  
27 standard of care not mandated by federal law, such recovery is barred by the Supremacy Clause,  
28 Article VI, clause 2, of the United States Constitution.

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**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

AS A TWENTY-EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that defendants were not acting as a common carrier, but rather a private carrier, at all relevant times.

WHEREFORE, Defendants pray that Plaintiffs take nothing against Defendants by Plaintiffs' FIRST AMENDED COMPLAINT, that Defendants have judgment for its costs of suit herein incurred, and together with such other and further relief both at law and in equity that Defendants may show themselves entitled to.

Dated: May 11, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
Michael J. Terhar  
Ross Cunningham  
*Pro Hac Vice Pending*  
Don Swaim  
*Pro Hac Vice Pending*  
D. Todd Parrish  
Attorneys for Defendants,  
ISLAND EXPRESS HELICOPTERS,  
INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP. a  
California Corporation.

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**DEMAND FOR JURY TRIAL**

Defendants, ISLAND EXPRESS HELICOPTERS, INC., and ISLAND EXPRESS HOLDING CORP. hereby demand a trial by jury.

Dated: May 11, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
Michael J. Terhar  
Ross Cunningham  
*Pro Hac Vice Pending*  
Don Swaim  
*Pro Hac Vice Pending*  
D. Todd Parrish  
Attorneys for Defendants  
ISLAND EXPRESS HELICOPTERS,  
INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP. a  
California Corporation.

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On May 11, 2020, I caused to be served the within document(s) described as:

**ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP., a California Corporation's  
ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT FOR DAMAGES.  
DEMAND FOR JURY TRIAL**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 11, 2020, at Pasadena, California.

\_\_\_\_\_  
Cynthia Vivanco  
(Type or print name)

\_\_\_\_\_  
*/s/Cynthia Vivanco*  
(Signature)

PROOF OF SERVICE



**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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Attorneys for Defendant,  
BERGE ZOBAYAN as Successor in Interest  
for ARA GEORGE ZOBAYAN

# **EXHIBIT E**



## Superior Court of California, County of Los Angeles

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

### How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

**a. The Civil Mediation Vendor Resource List**

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- **ADR Services, Inc.** Case Manager [patricia@adrservices.com](mailto:patricia@adrservices.com) (310) 201-0010 (Ext. 261)
- **JAMS, Inc.** Senior Case Manager [mbinder@jamsadr.com](mailto:mbinder@jamsadr.com) (310) 309-6204
- **Mediation Center of Los Angeles (MCLA)** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145
  - Only MCLA provides mediation in person, by phone and by videoconference.

**These organizations cannot accept every case and they may decline cases at their discretion.**

Visit [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List) for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

**b. Los Angeles County Dispute Resolution Programs**

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
  - Free, day-of-trial mediations at the courthouse. No appointment needed.
  - Free or low-cost mediations before the day of trial.
  - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit  
<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

**c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.**

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

# EXHIBIT F

20STCV07492

**SUMMONS**  
**Cross-Complaint**  
**(CITACION JUDICIAL-CONTRADEMANDA)**

**SUM-110**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO CROSS-DEFENDANT:**  
**(AVISO AL CONTRA-DEMANDADO):**

KYLE LARSEN, Individually; MATTHEW CONLEY, Individually; and ROES 1 through 50,

**YOU ARE BEING SUED BY CROSS-COMPLAINANT:**  
**(LO ESTÁ DEMANDANDO EL CONTRADEMANDANTE):**

ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation,

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
*(El nombre y dirección de la corte es):*  
Superior Court of California, County of Los Angeles  
6230 Sylmar Ave. Van Nuys, California 91401

SHORT NAME OF CASE (from Complaint) (Nombre de Caso):  
Vanessa Bryant, et al. v. Island Express, et al.

CASE NUMBER: (Número del Caso):  
20STCV07492

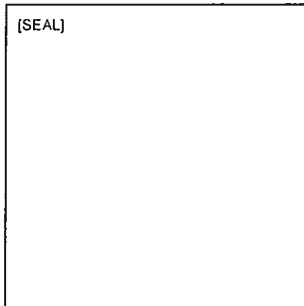
The name, address, and telephone number of cross-complainant's attorney, or cross-complainant without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del contrademandante, o del contrademandante que no tiene abogado, es):*

DATE: \_\_\_\_\_  
*(Fecha)*

Clerk, by \_\_\_\_\_, Deputy  
*(Secretario) (Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*

*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)*



**NOTICE TO THE PERSON SERVED: You are served**

1.  as an individual cross-defendant.
2.  as the person sued under the fictitious name of *(specify):*
3.  on behalf of *(specify):*  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify):*
4.  by personal delivery on *(date):*

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On August 14, 2020, I caused to be served the within document(s) described as:

**SUMMONS CROSS-COMPLAINT**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
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Executed on August 14, 2020, at Pasadena, California.

\_\_\_\_\_  
Cynthia Vivanco  
(Type or print name)

\_\_\_\_\_  
*/s/Cynthia Vivanco*  
(Signature)

PROOF OF SERVICE



**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

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**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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# EXHIBIT G

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14 Attorneys for Defendants and Cross-Complainants,  
15 ISLAND EXPRESS HELICOPTERS, INC., a  
16 California Corporation; and ISLAND EXPRESS  
17 HOLDING CORP., a California Corporation

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **COUNTY OF LOS ANGELES, CIVIL UNLIMITED**

20 VANESSA BRYANT, Individually, and as  
21 Successor in Interest to KOBE BRYANT,  
22 Deceased; VANESSA BRYANT, as  
23 Successor in Interest to GB, a minor,  
24 deceased; NB, a minor, by her Natural  
25 Mother and Guardian Ad Litem,  
26 VANESSA BRYANT; BB, a minor, by her  
27 Natural Mother and Guardian Ad Litem,  
28 VANESSA BRYANT; and CB, a minor, by  
her Natural Mother and Guardian Ad  
Litem, VANESSA BRYANT;

Plaintiffs,

vs.

ISLAND EXPRESS HELICOPTERS, INC.,  
a  
California Corporation; ISLAND EXPRESS  
HOLDING CORP., a California Corporation;  
and DOE 1, as Personal representative of  
and/or Successor in Interest to ARA  
GEORGE ZOBAYAN, a California resident,

Defendants.

ISLAND EXPRESS HELICOPTERS,  
INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP., a  
California Corporation,

) Case No. 20STCV07492  
) (*LEAD Case Related to Cases:*  
) *20STCV14963, 20STCV14973,*  
) *20STCV17897)*

) Assigned to:  
) Judge: Hon. Virginia Keeny  
) Dept: NW-W

) **CROSS-COMPLAINT FOR**  
) **INDEMNITY AND DECLARATORY**  
) **RELIEF; DEMAND FOR JURY**  
) **TRIAL**

) First Complaint Filed: April 15, 2020  
) Trial Date: None Set

1 Cross-Complainants, )  
 2 vs. )  
 3 KYLE LARSEN, Individually; MATTHEW )  
 4 CONLEY, Individually; and ROES 1 through )  
 50, )  
 5 Cross-Defendants. )  
 6 \_\_\_\_\_ )  
 7 )

8 COMES NOW, Defendants and Cross-Complainants, Defendants, ISLAND  
 9 EXPRESS HELICOPTERS, INC., a California Corporation; and ISLAND EXPRESS  
 10 HOLDING CORP., a California Corporation (herein “Cross-Complainants”), and against  
 11 Cross-Defendants, KYLE LARSEN; MATTHEW CONLEY; and ROES 1 through 50,  
 12 (collectively, “Cross-Defendants”), and alleges, on the information and belief:

- 13 1. Cross-Complainant Island Express Helicopters, Inc., a California Corporation  
 14 is a California corporation located in Long Beach, California.
- 15 2. Cross-Complainant Island Express Holding Corp., a California Corporation is  
 16 a California corporation located in Fillmore, California.
- 17 3. Cross-Defendant Kyle Larson (“Larson”) is an individual residing in  
 18 California.
- 19 4. Cross-Defendant Matthew Conley (“Conley”) is an individual residing in  
 20 California.
- 21 5. The true names and capacities, whether individual corporate, associate or  
 22 otherwise of cross-defendants, Roes 1 through 50 are unknown to Cross-Complainants  
 23 who, therefore, name said cross-defendant by such fictitious names and Cross-  
 24 Complainants will ask leave of court to amend the cross-complaint to show the true names  
 25 and capacities of such fictitiously named cross-defendants when the same have been  
 26 ascertained. Cross-Complainants are informed and believe, and based upon such  
 27 information and belief allege that each cross-defendant designated as a ROE is responsible  
 28 under law in some manner for the events and happenings referred to herein.

1           6.       At all times herein mentioned, each Cross-Defendant was acting as an agent,  
2 servant, employee, special employee, alter ego, successor in interest, partner, joint venturer,  
3 lessee and licensee of each of the other cross-defendants, within the course and scope of  
4 said relationship. In addition, each Cross-Defendant authorized, ratified and approved the  
5 acts of each of the other Cross-Defendants.

6           7.       Relief is sought against each Cross-Defendant as well as his agents,  
7 assistances, successors, employees, attorneys, and all persons acting in concert or  
8 cooperation with them or at their direction or under their control.

9           8.       Although Cross-Complainants do not concede the veracity of the First  
10 Amended Complaint's allegations or the Plaintiff's claims, solely for purposes of its  
11 indemnity claims set forth below, it incorporates them by this reference.

12           9.       The claims asserted by Plaintiffs, and Cross-Complainants' claims, arise out  
13 of the crash of a 1991 Sikorsky S76B helicopter, N72EX ("Aircraft" or "N72EX") on  
14 January 26, 2020, at approximately 9:45 a.m. PST. At the time of the crash, the Aircraft  
15 was being piloted by Ara George Zobayan ("Zobayan" or "Pilot"). In addition to Zobayan,  
16 the Aircraft was occupied by eight passengers.

17           10.      Prior to the crash, Zobayan had taken off from John Wayne Airport, Santa  
18 Ana, California, and was heading toward Camarillo Airport, in Camarillo, California.  
19 Zobayan was familiar with the route and had often flown this precise route for Kobe Bryant  
20 on previous occasions.

21           11.      When Zobayan entered the Los Angeles basin, visibility decreased. He had  
22 been following Highway 101, a major landmark and typically easy for helicopter pilots to  
23 follow. Between Las Virgenes and Lost Hills road, the Aircraft was 1,500' AGL and began  
24 to climb and enter a left turn. Eight seconds later, at approximately 2,300' AGL, the  
25 Aircraft began a rapid descent while continuing with the left turn. At approximately 9:45  
26 a.m. PST, the Aircraft impacted hilly terrain near Calabasas, California. A post-impact fire  
27 ensued and resulted in a brush fire. Zobayan and the eight passengers were fatally injured,  
28 and the Aircraft was destroyed.

1           12. As a result of the accident, four lawsuits have been filed against Cross-  
2 Complainants, including this one.

3           13. The accident was caused by a series of erroneous acts and/or omissions  
4 committed by Cross-Defendants Larsen and Conley, both of whom were acting in the  
5 course and scope of their employment as Air Traffic Controllers for the Southern California  
6 TRACON (“SOCAL”), a Federal Aviation Administration Terminal Radar Approach  
7 Control Facility, at all times relevant to this Cross Complaint.

8           14. After transitioning from the Burbank Air Traffic Control Tower to SOCAL,  
9 the Pilot contacted SOCAL and remained on that frequency until the time of the accident.  
10 The Pilot had contact with two SOCAL controllers prior to the accident. The first was  
11 Cross-Defendant Larson. The Pilot requested flight following, but Larsen denied the  
12 request, stating “I’m going to lose radar and comms probably pretty shortly so you can just  
13 squawk V-FR- and when you get closer go to Camarillo tower.” This denial was improper  
14 because radar contact had not been lost and services were being denied based on the  
15 possibility that they might be lost at some point in the future. The fact that N72EX was able  
16 to contact SOCAL four minutes later, and its transponder was still observed by the  
17 controller, proves that the prediction of lost contact was not accurate and services could and  
18 should have been provided continuously.

19           15. Air Traffic Control Order: JO 7110.65Y (Air Traffic Control Handbook)  
20 paragraph 2-1-1 c. states: “the provision of additional services is not optional on the part of  
21 the controller but rather required when work situation permits.” Radar advisories to VFR  
22 aircraft are considered an additional service. The SOCAL controller was not too busy to  
23 provide service. NTSB Interview Summaries of both controllers from SOCAL confirmed  
24 that they both described traffic as “normal,” and a “2” on a scale of 1 to 5.

25           16. Three minutes after Zobayan’s initial call to SOCAL, Larsen was relieved by  
26 SOCAL controller Cross-Defendant Conley. Less than two minutes after Conley assumed  
27 the position, he was called by the Pilot, who said “and SOCAL for helicopter two echo x-  
28 ray we gonna go ahead and start our climb to go above the uh layers and uh we can stay



1 with you here.” However, despite Larsen’s obligation to do so, he had not informed Conley  
2 as to the existence of N72EX. As a result, critical time was lost as Conley struggled to  
3 identify N72EX with no help from Larsen.

4 17. Among other things, the accident was caused by Larsen’s failure to properly  
5 terminate radar services. Because Larsen never actually terminated radar services with  
6 N72EX, the Pilot would have assumed he was still being surveilled and being provided  
7 flight following. The instruction “You can just squawk VFR” was no more than an  
8 instruction to the Pilot to change his transponder setting. It is apparent that Larsen  
9 incorrectly thought he had terminated radar service for N72EX because he failed to brief  
10 Conley, his replacement, about the existence of N72EX. Conley was totally unaware of  
11 N72EX once assuming the seat, which critically delayed N72EX’s “re-identification” and  
12 provision of services to the Pilot. In his interview, Conley admitted that “[h]e remembered  
13 the Pilot [N72EX] just talking to him like he had already been in contact and was receiving  
14 services, but he had no record of him.”

15 18. Air Traffic Control Order: JO 7110.65Y (Air Traffic Control Handbook),  
16 paragraph 5-1-13 Radar Service Termination states: “Inform aircraft when radar service is  
17 being terminated. Phraseology - Radar service terminated.” This is the only method  
18 prescribed for controllers to inform an aircraft that they are not, or will no longer be,  
19 receiving radar services. This is a mandatory requirement that was not followed. And this  
20 omission clearly led the Pilot of N72EX to believe that he was continuing to receive radar  
21 services.

22 19. The pilot/controller glossary contained in the Aeronautical Information  
23 Manual tells both pilots and controllers that the definition of Radar Service Terminated is  
24 “Used by ATC to inform a pilot that he/she will no longer be provided any of the services  
25 that could be received while in radar contact.” In the absence of this phrase being used, the  
26 Pilot would have properly assumed that he was still in radar contact and receiving all of the  
27 services, like terrain callouts, provided during radar flight following.

28

1           20. Evidence that the Pilot thought he was receiving radar services is clear from  
2 his transmission to SCT when he stated he was going to “climb above the layers and stay  
3 with you.” Such language is the opposite of a Pilot making an initial call to request services.  
4 Rather, it is consistent with continued communications with a facility from whom a pilot is  
5 receiving services.

6           21. Zobayan thought he was still receiving radar services at the time of the  
7 accident. And because the Aeronautical Information Manual defines radar monitoring as  
8 “the use of radar for the purpose of providing aircraft with information and advice relative  
9 to significant deviations from nominal flight path,” the Pilot would have operated the  
10 aircraft under the assumption that ATC was monitoring his flight and would have warned  
11 him of unsafe proximity to terrain.

12           22. The accident was also caused by the failure of Larson and Conley to properly  
13 execute position relief briefing. When one controller relieves another, the use of a position  
14 relief checklist is mandated to assure that a full briefing is given to the new controller and  
15 that no pertinent items are overlooked. This requirement is listed in paragraph 2-1-24  
16 Transfer of Position Responsibility, 7110.65Y. This requirement is further defined in the  
17 SOCAL Standard Operating Procedure Order 7110.65B paragraph 3-1-8 which states: “The  
18 relief briefing must involve the use of a tailored checklist. ... .”

19           23. During his NTSB interview, Larsen (the departing controller) admitted that he  
20 does not normally use a checklist when conducting a position relief briefing. Yet Conley  
21 (the replacement controller) claims that a relief briefing was conducted and that the  
22 briefings were recorded, and a checklist was utilized.

23           24. SOCAL Standard Operating Procedures require that the departing controller  
24 remain on position with the new controller for 2 minutes after position responsibility is  
25 transferred. This requirement is contained in 7110.65B para. 3-I-8 b. During his NTSB  
26 interview, Larsen was asked if he followed that requirement to remain on position and  
27 “plugged in” to the console so he could still monitor radio transmissions. He replied that he  
28 did. It does not appear that Larsen actually stayed “plugged in” after the relief briefing

1 because N72EX called SOCAL (Conley) 95 seconds after the position relief briefing and  
2 Larsen did not assist Conley in identifying the aircraft. It took Conley a full 9 seconds to  
3 respond to N72EX, a critical delay which would never have happened had Larsen followed  
4 procedure and stayed “plugged in” for a full two minutes after the relief handoff.

5       25. The accident was also caused by Conley’s lack of awareness as to critical  
6 weather information needed to perform Air Traffic Controller duties. Conley stated that he  
7 “noticed it was foggy and there were low ceilings when I came into work that morning.” He  
8 further recalled that “the weather around the time of the accident was IFR with low ceilings  
9 and instrument approaches were being conducted.” Paragraph 2-1-2-c. in Order 7110.65Y  
10 states “Controllers are responsible to become familiar with and stay aware of current  
11 weather information needed to perform ATC duties.” It is clear that Conley was also  
12 ignoring this mandatory procedure when he cleared Southwest Flight 451 for a visual  
13 approach. Fortunately, the Southwest pilot declined the instruction and notified Conley that  
14 it was IFR conditions.

15       26. Another cause of the accident was the simultaneous loss of radar contact and  
16 radio communications as a result of Conley’s and Larson’s negligent acts and/or omissions.  
17 Paragraph 10-2-5 of 7110.65Y states “Consider that an aircraft emergency exists and  
18 inform the RCC or ARTCC when any of the following exist ... There is an unexplained loss  
19 of radar contact and radio communication with any IFR or VFR aircraft.” Larsen admitted  
20 that he would have notified the “sup” had he lost radar and radio on N72EX when he was  
21 coming over from VNY. But Conley admitted that he did not report this occurrence [the  
22 fact that he was unaware of N72EX] because he [N72EX] had not been tagged up yet, and  
23 therefore had not yet begun receiving flight following.” Conley also admitted that he did  
24 not consider him radar identified because he did not advise the Pilot he was “radar contact.”

25       27. The fact that Conley was unaware of N72EX and did not consider him radar  
26 contacted was solely caused by Larsen's failure to properly terminate radar service for  
27 N72EX, which was compounded by his improper and incomplete position relief briefing.  
28 These critical errors by Larsen caused Conley to inherit an aircraft that he did not know

1 existed, which was operating in marginal weather conditions believing that it was receiving  
2 flight following services. Once startled by N72EX's call to climb above the layers, Conley  
3 took 9 seconds to respond to N72EX , and then proceeded to make four radio contacts,  
4 including one instruction (Ident) and question (where say intentions) during the most  
5 critical 33-second segment of the accident flight.

6       28. As a result of Larson's and Conley's negligent acts and/or omissions, the  
7 Pilot assumed he was flying in RADAR contact based on ATC verbiage, or lack thereof,  
8 prior to the crash. When in RADAR contact a pilot assumes several important items: (1)  
9 traffic separation; (2) limited assistance with terrain and obstacle clearance; (3) that  
10 communication with the controlling agency is readily available; and (4) ATC is aware of  
11 his presence. At 09:45, the pilot of N72EX was abruptly and unexpectedly made aware that  
12 he was not in RADAR contact. Calculated data indicates an initial, relatively stable, climb  
13 of  $\pm$  1460FPM beginning at approximately 09:44:35 with the Aircraft in a controlled left  
14 bank that was slowly being corrected via a controlled right bank until 09:45:03. At  
15 approximately 09:45:03, the Aircraft entered an aggressive left bank that continued until the  
16 final moments of the flight.

17       29. The pilot's workload and stress level in deteriorating weather conditions were  
18 unnecessarily overloaded by Larsen's multiple errors, including the: (1) failure to properly  
19 communicate termination of radar flight following, (2) incomplete position relief briefing,  
20 and (3) lack of knowledge of current weather conditions. These errors were compounded by  
21 Conley monopolizing the Pilot's attention during the critical phase of the flight by making  
22 multiple radio calls, requiring transponder ident, and requesting the Pilot to state where he  
23 was and what his intentions were. The combination of increased stress, workload, and  
24 distraction significantly impacted the Pilot's ability to fly the aircraft. The introduction of a  
25 simple task such as tuning a radio, or a transponder, can induce an illusion that can lead to  
26 loss of control.

27       30. Had Larsen and Conley not engaged in the numerous negligent acts and/or  
28 omissions stated herein, then the Pilot would not have been forced to respond to multiple

1 ATC requests and commands during the most critical phase of the flight. There is no  
2 indication from calculated data or radio traffic that the accident pilot was panicking or  
3 beyond his piloting capabilities and was within a few hundred feet of clearing the clouds at  
4 the time ATC required him to “ident,” which likely caused the pilot to experience a  
5 “Coriolis Effect,” which is an illusion that is created when a pilot has been in a turn long  
6 enough for the fluid in the ear canal to move at the same speed as the canal. A movement of  
7 the head in a different plane, such as looking at something in a different part of the flight  
8 deck, sets the fluid moving, creating the illusion of turning or accelerating on an entirely  
9 different axis. This action causes the pilot to think the aircraft is performing a maneuver it  
10 is not. The disoriented pilot may maneuver the aircraft into a dangerous attitude in an  
11 attempt to correct the aircraft 's perceived attitude.

12 31. Cross-Defendants Larsen’s and Conley’s actions are the proximate cause of  
13 the Accident, and the damages Plaintiffs seek to recover from Cross-Complainants.

14 **32. CAUSES OF ACTION**

15 33. As to each cause of action below, Cross-Complainants hereby incorporate by  
16 reference the allegations contained in the paragraphs above as though they were fully set  
17 forth in that cause of action.

18 **FIRST CAUSE OF ACTION**

19 **(Total Equitable Indemnity As To All Cross-Defendants)**

20 34. If Cross-Complainants are found liable upon any or all of the allegations  
21 contained in the First Amended Complaint, said liability would be based solely on the  
22 active, affirmative, and primary negligence, strict liability, and acts or omissions of the  
23 Cross-Defendants, and each of them. Any fault of Cross-Complainants, which fault it  
24 specifically denies, would be secondary and passive only.

25 35. Cross-Defendants, and each of them, are thus obligated to defend, indemnify  
26 and hold harmless Cross-Complainants against any and all liability that Cross-  
27 Complainants may incur in this action, and Cross-Complainants are entitled to  
28 reimbursement from Cross-Defendants for any and all expenditures or liabilities that Cross-

1 Complainants may incur in payment for any settlement or judgment, or in defense of this  
2 action, including costs of suit.

3 **SECOND CAUSE OF ACTION**

4 **(Equitable Indemnity As To All Cross-Defendants)**

5 36. Under principles of equity, comparative fault and contribution, Cross-  
6 Complainants are entitled to reimbursement from the Cross-Defendants for any liability that  
7 Cross-Complainants sustain in this action by way of settlement, verdict or judgment, to that  
8 extent that such liability that exceeds the percentage of fault, if any, attributable to Cross-  
9 Complainants.

10 **THIRD CAUSE OF ACTION**

11 **(Equitable Apportionment Of Fault As To All Cross-Defendants)**

12 37. Cross-Complainants request this Court to determine the extent to which each  
13 Cross-Defendant or other party in this action proximately caused or contributed to the  
14 Plaintiffs' alleged losses, damages or injuries, if any, and to assess each such party with  
15 liability equal to that proportion of fault.

16 **FOURTH CAUSE OF ACTION**

17 **(Contribution As To All Cross-Defendants)**

18 38. Cross-Complainants are in no way legally responsible for the loss, damage or  
19 injury alleged in Plaintiffs' First Amended Complaint. However, if Cross-Complainants are  
20 held liable for any such claims, Cross-Complainants request that each Cross-Defendant be  
21 held liable and be ordered to reimburse Cross-Complainants to the extent of the liability  
22 fairly attributable to that Cross-Defendant.

23 **FIFTH CAUSE OF ACTION**

24 **(Declaratory Relief As To All Cross-Defendants)**

25 39. Cross-Complainants are entitled to a judicial declaration to the effect that  
26 Cross-Defendants are obligated to defend and indemnify Cross-Complainants with respect  
27 to the alleged liabilities.

28



1 **PRAYER FOR RELIEF**

2 1. For a declaration that Cross-Defendants, and each of them, are liable to  
3 Cross-Complainants for any damages that Cross-Complainants may be caused to pay to  
4 Plaintiffs by reason of any judgment, settlement, or otherwise, in satisfaction of the  
5 Plaintiffs' claim arising out of the allegations contained in Plaintiffs' First Amended  
6 Complaint on file herein;

7 2. For a declaration that the Cross-Defendants are liable to defend and  
8 indemnify Cross-Complainants with respect to all claims against Cross-Complainants in  
9 this action;

10 3. For Judgment against Cross-Defendants, and each of them, in an amount  
11 equal to the amount of any judgment obtained by Plaintiffs and any other cross-complainant  
12 in this action against these Cross-Complainants, or such portion thereof for which Cross-  
13 Defendants are liable;

14 4. For costs of defense incurred by Cross-Complainants in defending the  
15 allegations of this First Amended Complaint and Cross-Complaints, including costs of suit  
16 incurred herein, court costs, reasonable attorney's fees where provided by contract or  
17 statute, and other expenses of preparation and investigation; and

18 5. For such further and other relief as the Court may deem just and proper.

19 Dated: August 14, 2020

CUNNINGHAM SWAIM, LLP

20  
21  
22 By: /s/ Michael J. Terhar  
23 Michael J. Terhar  
24 Ross Cunningham - *Pro Hac Vice*  
25 Don Swaim - *Pro Hac Vice*  
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HELICOPTERS, INC.,  
a California Corporation; and  
ISLAND EXPRESS HOLDING  
CORP. a California Corporation



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**DEMAND FOR JURY TRIAL**

Defendants and Cross-Complainants ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation hereby demand a trial by jury in the above matter.

Dated: August 14, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On August 14, 2020, I caused to be served the within document(s) described as:

**CROSS-COMPLAINT FOR INDEMNITY AND DECLARATORY RELIEF;  
DEMAND FOR JURY TRIAL**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
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- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 14, 2020, at Pasadena, California.

Cynthia Vivanco	<i>/s/Cynthia Vivanco</i>
_____ (Type or print name)	_____ (Signature)

PROOF OF SERVICE

**SERVICE LIST**

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**SERVICE LIST**

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*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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17 VANESSA BRYANT, individually and as  
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Deceased; VANESSA BRYANT as Successor  
18 in Interest to GB, a minor, deceased;  
NB, a minor, by her Natural Mother and  
19 Guardian Ad Litem, VANESSA BRYANT;  
BB, a minor, by her Natural Mother and  
20 Guardian Ad Litem, VANESSA BRYANT;  
and CB, a minor, by her Natural Mother and  
21 Guardian Ad Litem, VANESSA BRYANT,

22 Plaintiffs,

23 vs.

24 ISLAND EXPRESS HELICOPTERS, INC., a  
California Corporation; ISLAND EXPRESS  
25 HOLDING CORP., a California Corporation;  
and BERGE ZOBAYAN as Personal  
26 Representative of and/or Successor in Interest  
to ARA GEORGE ZOBAYAN, a California  
27 Resident,

28 Defendants.

Case No.

**FIRST AMENDED COMPLAINT**  
**FOR DAMAGES**  
**(WRONGFUL DEATH/SURVIVAL**  
**ACTION/NEGLIGENCE/HELICOPTER**  
**CRASH)**

**DEMAND FOR JURY TRIAL**

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18 **PRELIMINARY STATEMENT**

19 1. This is a negligence action seeking compensatory and punitive damages stemming  
20 from a helicopter crash in Calabasas, California on or about January 26, 2020, which resulted in  
21 the deaths of Kobe Bryant and GB, minor.

22 **PLAINTIFFS**

23 2. Plaintiff Vanessa Bryant brings this action individually and in her capacity as  
24 Widow of and Successor in Interest to Kobe Bryant and as Natural Mother of, Next of Kin of, and  
25 Successor in Interest to GB, a minor.

26 3. Plaintiff NB, a minor, brings this action by her Natural Mother and Guardian Ad  
27 Litem, Vanessa Bryant. Application to appoint Vanessa Bryant as Guardian Ad Litem for NB,  
28 minor, is forthcoming.







1     **DEFENDANT BERGE ZOBAYAN AS PERSONAL REPRESENTATIVE OF AND/OR**  
2                     **SUCCESSOR IN INTEREST TO ARA GEORGE ZOBAYAN**

3             22.     Ara George Zobayan (hereinafter referred to as “Defendant Zobayan”) was the  
4 pilot-in-command of the Sikorsky S-76B helicopter, registration no. N72EX, and was at all times  
5 the pilot-in command of that aircraft prior to and during the crash flight.

6             23.     Defendant Zobayan was killed in the helicopter crash that is the subject of this  
7 action. Prior to his death, Defendant Zobayan resided at 16972 Pacific Coast Highway, Unit 104  
8 in Huntington Beach, California.

9             24.     At the time of the crash, Defendant Zobayan was employed by Defendant Island  
10 Express Helicopters and was acting within the course and scope of his employment with  
11 Defendant Island Express Helicopters as the pilot-in-command of the subject aircraft.

12             25.     Berge Zobayan is the Personal Representative of and/or Successor in Interest to  
13 Ara George Zobayan.

14                     **IDENTIFICATION OF AIRCRAFT**

15             26.     The air crash that is the basis of this action involves a 1991 Sikorsky S-76B  
16 helicopter, serial number 760379, registration (tail) number N72EX.

17             27.     At all times pertinent hereto, the subject helicopter was owned by Defendant Island  
18 Express Holding, operated by Defendant Island Express Helicopters, and piloted by Defendant  
19 Zobayan.

20                     **JURISDICTION**

21             28.     Both Plaintiffs and Defendants are residents of California

22             29.     The subject helicopter crashed on January 26, 2020, in Calabasas, California.

23                     **VENUE**

24             30.     Venue in the Superior Court of Los Angeles County is proper in that the cause of  
25 action giving rise to this lawsuit occurred in Los Angeles County, California.

26                     **DATES AND ACTS OF CONDUCT COMPLAINED OF**

27             31.     On or about January 26, 2020, Kobe Bryant, age 41, and his daughter GB, age 13,  
28 were passengers aboard the 1991 Sikorski S-76B helicopter, registration (tail) number N72EX



1 which was being flown from the John Wayne-Orange County Airport in Santa Ana, California to  
2 the Camarillo Airport in Camarillo, California.

3 32. The subject helicopter departed John Wayne-Orange County Airport at  
4 approximately 9:06 a.m.

5 33. On the morning of January 26, 2020, heavy fog and low clouds were reported in the  
6 Los Angeles area and, on information and belief, law enforcement agencies and tour companies  
7 had grounded their helicopters.

8 34. According to the National Transportation Safety Board (NTSB), the flight sequence  
9 of events after departure were as follows:

10 ATC communications and radar data indicate the flight departed KSNA about 0906  
11 PST. N72EX proceeded to the north-northwest at an altitude of about 700 to 800  
12 feet mean sea level (msl) under visual flight rules (VFR). At 0920, as the aircraft  
13 neared the Burbank class C airspace, the pilot requested to transition the area along  
14 Highway 101. The current Burbank weather observation reported instrument flight  
15 rules (IFR) conditions. In response to the pilot's request, the air traffic controller  
16 advised that cloud tops were reported at 2,400 feet msl and queried the pilot's  
17 intentions; the pilot then requested a special VFR clearance (an ATC authorization  
18 to proceed in controlled airspace at less than VFR weather minima). The air traffic  
19 controller advised that the pilot would need to hold for a short time due to IFR  
20 traffic, which the pilot acknowledged. At 0932, ATC cleared the pilot of N72EX to  
21 transition the class C surface area following the I-5 freeway, maintaining special  
22 VFR conditions at or below 2,500 feet. The pilot acknowledged with a correct  
23 readback and climbed to approximately 1,400 feet msl (600 feet agl). In response to  
24 query, the pilot replied to the Burbank ATC that he would follow Highway 118 and  
25 "loop around VNY [Van Nuys Airport]" to follow Highway 101. ATC  
26 acknowledged and coordinated.

1 At 0939, as N72EX was passing west of Van Nuys at 1,500 feet msl, the VNY  
2 controller asked the pilot if he was in VFR conditions. The pilot replied “VFR  
3 conditions, one thousand five hundred,” and the VNY controller advised him to  
4 contact Southern California Terminal Radar Approach Control (SCT) for radar  
5 advisory services.

6 The pilot reported to SCT that the flight was going to Camarillo at 1,500 feet. The  
7 SCT controller advised that he would not be able to maintain radar contact at that  
8 altitude and terminated services. The SCT controller was subsequently relieved by  
9 a different controller. At 0945, the pilot of N72EX again contacted SCT and  
10 advised he was climbing above cloud layers and requested advisory services. The  
11 second controller was not aware of the aircraft, as services had previously been  
12 terminated, so asked the pilot to identify the flight. The SCT controller then asked  
13 the pilot his intentions, to which he replied he was climbing to 4,000 feet. There  
14 were no further transmissions.

15 Radar/ADS-B data indicate the aircraft was climbing along a course aligned with  
16 Highway 101 just east of the Las Virgenes exit. Between Las Virgenes and Lost  
17 Hills Road, the aircraft reached 2,300 feet msl (approximately 1,500 feet above the  
18 highway, which lies below the surrounding terrain) and began a left turn. Eight  
19 seconds later, the aircraft began descending and the left turn continued. The descent  
20 rate increased to over 4,000 feet per minute (fpm), ground speed reached 160 knots.  
21 The last ADS-B target was received at 1,200 feet msl approximately 400 feet  
22 southwest of the accident site.

23  
24 35. On information and belief, Island Express Helicopters’ Federal Aviation  
25 Administration (FAA) operating certificate limited its pilots to flying only under visual flight rules  
26 (VFR). The subject helicopter was not licensed or certified to be flown into instrument conditions.  
27  
28



- 1 a. Defendant Zobayan failed to properly monitor and assess the weather prior  
2 to takeoff;
- 3 b. Defendant Zobayan failed to obtain proper weather data prior to the subject  
4 flight;
- 5 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy  
6 conditions;
- 7 d. Defendant Zobayan improperly flew the helicopter into instrument flight  
8 rules (IFR) conditions;
- 9 e. Defendant Zobayan failed to maintain proper control of the helicopter in-  
10 flight;
- 11 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight  
12 path;
- 13 g. Defendant Zobayan failed to keep a safe distance between the helicopter  
14 and natural obstacles; and
- 15 h. Defendant Zobayan failed to properly and safely operate the helicopter  
16 resulting in a crash.

17 46. Defendant Island Express Helicopters knew or should have known that its  
18 employee, Ara George Zobayan, had previously been cited by the Federal Aviation Administration  
19 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
20 visibility from weather conditions.

21 47. Defendant Island Express Helicopters' breach of its duty and negligence caused the  
22 injuries and damages complained of herein and Plaintiffs' deceased, Kobe Bryant, was killed as a  
23 direct result of the negligent conduct of Zobayan for which Defendant Island Express Helicopters  
24 is vicariously liable in all respects.

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

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

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

14 50. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
15 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
16 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
17 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
18 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
19 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
20 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
21 conduct, and itself engaged in conduct with malice, oppression, or fraud.

22 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
23 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
24 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
25 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
26 Defendant Island Express Helicopters as follows:

27 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
28 service, comfort, support, right to support, companionship, solace or moral support, expectations

1 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
2 to proof;

3 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
4 of financial support from Decedent Kobe Bryant;

5 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
6 according to proof;

7 (D) For prejudgment interest and post-judgment interest and costs;

8 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
9 from future wrongdoing; and

10 (F) For such other and further relief as the court deems just and proper.

11 **COUNT II**

12 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
13 **ISLAND EXPRESS HELICOPTERS' FAILURE TO USE ORDINARY CARE IN**  
14 **PROVIDING PROPER AND SAFE AIRCRAFT SERVICES - - KOBE BRYANT)**

15 51. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
16 paragraphs 1 through 50 inclusive of this Complaint

17 52. Defendant Island Express Helicopters had a duty to use that degree of care that an  
18 ordinarily careful and prudent company would use under the same or similar circumstances.

19 53. On information and belief, Defendant Island Express Helicopters was negligent in  
20 its duties as follows:

21 a. Defendant Island Express Helicopters knew or should have known that they  
22 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

23 b. Defendant Island Express Helicopters failed to have in place an adequate  
24 safety policy for cancellation of flights into known unsafe weather conditions;

25 c. Defendant Island Express Helicopters promoted and engaged in  
26 unnecessary and needlessly risky means of transport under the circumstances then and there  
27 presenting; and

28

1 d. Defendant Island Express Helicopters authorized, directed and/or permitted  
2 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

3 54. Defendant Island Express Helicopters' breach of duty and negligence caused the  
4 injuries and damages complained of herein.

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

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

22 57. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
23 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
24 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
25 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
26 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
27 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
28



1 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
2 conduct, and itself engaged in conduct with malice, oppression, or fraud.

3 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
4 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
5 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
6 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
7 Defendant Island Express Helicopters as follows:

8 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
9 service, comfort, support, right to support, companionship, solace or moral support, expectations  
10 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
11 to proof;

12 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
13 of financial support from Decedent Kobe Bryant;

14 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
15 according to proof;

16 (D) For prejudgment interest and post-judgment interest and costs;

17 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
18 from future wrongdoing; and

19 (F) For such other and further relief as the court deems just and proper.

20 **COUNT III**

21 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] -- DEFENDANT**  
22 **ISLAND EXPRESS HELICOPTERS' CAUSING OR AUTHORIZING THE OPERATION**  
23 **OF AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER**  
24 **-- KOBE BRYANT)**

25 58. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
26 paragraphs 1 through 57 inclusive of this Complaint

27 59. Defendant Island Express Helicopters, by and through its agents and employees,  
28 including Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and  
prudent company would use under the same or similar circumstances.

1           60.    The subject helicopter was at all times operated with Defendant Island Express  
2 Helicopters' express or implied knowledge and consent.

3           61.    On information and belief, Defendant Island Express Helicopters operated the  
4 aircraft in a negligent, careless or reckless manner, to wit, in that:

5                a.    Defendant Island Express Helicopters knew or should have known that they  
6 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

7                b.    Defendant Island Express Helicopters failed to have in place an adequate  
8 safety policy for cancellation of flights into unsafe weather conditions;

9                c.    Defendant Island Express Helicopters promoted and engaged in  
10 unnecessary and needlessly risky means of transport under the circumstances then and there  
11 presenting; and

12              d.    Defendant Island Express Helicopters authorized, directed and/or permitted  
13 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

14           62.    By operation of California law, Defendant Island Express Helicopters is  
15 responsible for damages caused by the negligence, carelessness, or recklessness of the aircraft  
16 pilot in that on the occasion in question the subject helicopter was being operated and used with its  
17 knowledge and consent.

18           63.    Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of  
19 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
20 negligent, careless or reckless manner as further set out above.

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

28

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

11           66. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
12 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
13 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
14 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
15 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
16 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
17 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
18 conduct, and itself engaged in conduct with malice, oppression, or fraud.

19           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
20 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
21 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
22 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
23 Defendant Island Express Helicopters as follows:

24           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
25 service, comfort, support, right to support, companionship, solace or moral support, expectations  
26 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
27 to proof;

28

1 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
2 of financial support from Decedent Kobe Bryant;

3 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
4 according to proof;

5 (D) For prejudgment interest and post-judgment interest and costs;

6 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
7 from future wrongdoing; and

8 (F) For such other and further relief as the court deems just and proper.

9 **COUNT IV**

10 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF**  
11 **DEFENDANT ISLAND EXPRESS HELICOPTERS TO SUPERVISE AND TRAIN ITS**  
12 **EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - KOBE BRYANT)**

13 67. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
14 paragraphs 1 through 66 inclusive of this Complaint

15 68. At all times material to this action, the pilot of the subject helicopter served as an  
16 employee and/or agent of Defendant Island Express Helicopters.

17 69. Defendant Island Express Helicopters owed Plaintiffs a duty to exercise reasonable  
18 care in the supervision and training of its employees and/or agents, including its pilots.

19 70. On information and belief, Defendant Island Express Helicopters breached its  
20 aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and  
21 training of its employees and/or agents, including the subject pilot, specifically, but not limited to,  
22 failing to adequately and properly train and supervise pilots on flights in unsafe weather  
23 conditions.

24 71. Defendant Island Express Helicopters knew or should have known that its  
25 employee, Ara George Zobayan, had previously been cited by the Federal Aviation Administration  
26 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
27 visibility from weather conditions and this defendant failed to provide adequate training and/or  
28 supervision to ensure the negligent action did not re-occur.

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

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

18           74. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
21 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
22 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
23 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
24 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
25 conduct, and itself engaged in conduct with malice, oppression, or fraud.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
27 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
28 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a

1 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
2 Defendant Island Express Helicopters as follows:

3 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
4 service, comfort, support, right to support, companionship, solace or moral support, expectations  
5 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
6 to proof;

7 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
8 of financial support from Decedent Kobe Bryant;

9 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
10 according to proof;

11 (D) For prejudgment interest and post-judgment interest and costs;

12 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
13 from future wrongdoing; and

14 (F) For such other and further relief as the court deems just and proper.

15 **COUNT V**

16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
17 **ISLAND EXPRESS HELICOPTERS' FAILURE TO IMPLEMENT PROPER AND**  
18 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - KOBE BRYANT)**

19 75. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
20 paragraphs 1 through 74 inclusive of this Complaint

21 76. Defendant Island Express Helicopters held itself out as an entity which could  
22 carefully and competently provide and maintain safe helicopter transport services which were  
23 utilized in the course of its operations.

24 77. That Defendant Island Express Helicopters had a duty to use that degree of care  
25 that ordinarily careful and prudent operators of a helicopter transport business would use under the  
26 same or similar circumstances.

27 78. On information and belief Defendant Island Express Helicopters failed adequately  
28 to implement proper and reasonable flight safety rules and policies in that it directed and allowed



1 its pilots to fly in unsafe weather conditions and in areas where the pilot would encounter  
2 instrument meteorological conditions.

3 79. Defendant Island Express Helicopters' failure adequately to implement proper and  
4 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
5 helicopter to crash and burn, resulting in the death of Kobe Bryant.

6 80. That as a direct result of the aforesaid negligence and carelessness on the part of  
7 Defendant Island Express Helicopters, Kobe Bryant was killed.

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

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

25 83. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
26 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
27 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
28 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfit



1 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
2 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
3 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
4 conduct, and itself engaged in conduct with malice, oppression, or fraud.

5 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
6 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
7 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
8 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
9 Defendant Island Express Helicopters as follows:

10 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
11 service, comfort, support, right to support, companionship, solace or moral support, expectations  
12 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
13 to proof;

14 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
15 of financial support from Decedent Kobe Bryant;

16 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
17 according to proof;

18 (D) For prejudgment interest and post-judgment interest and costs;

19 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
20 from future wrongdoing; and

21 (F) For such other and further relief as the court deems just and proper.

22 **COUNT VI**

23 **(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]**  
24 **-- FAILURE OF DEFENDANT ISLAND EXPRESS HELICOPTERS TO PROVIDE**  
25 **HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY**  
26 **HELICOPTER -- KOBE BRYANT)**

27 84. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
28 paragraphs 1 through 83 inclusive of this Complaint.

1           85. Plaintiffs deceased, Kobe Bryant, was a passenger for hire of a helicopter  
2 transportation service controlled, operated, dispatched, and supervised by Defendant Island  
3 Express Helicopters.

4           86. Defendant Island Express Helicopters held itself out as an entity which could safely  
5 and competently transport persons purchasing helicopter transportation services.

6           87. At all times material hereto, Defendant Island Express Helicopters was and is an  
7 on-demand passenger transportation service carrying passengers who have purchased helicopter  
8 transportation services and doing so for hire and for profit as a common carrier.

9           88. Defendant Island Express Helicopters had a duty to Plaintiffs' deceased to exercise  
10 the highest degree of care and diligence in the operation, management, and service of its helicopter  
11 transportation services to be provided to persons within the general public such as Kobe Bryant  
12 and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

13           89. On information and belief, Defendant Island Express Helicopters failed to provide  
14 a reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its  
15 duty to exercise the highest degree of care.

16           90. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant  
17 Island Express Helicopters' failure to exercise the highest degree of care in providing a safe  
18 helicopter for their use and transport.

19           91. Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of  
20 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
21 negligent, careless or reckless manner as further set out above.

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

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

11           94. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
12 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
13 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
14 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
15 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
16 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
17 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
18 conduct, and itself engaged in conduct with malice, oppression, or fraud.

19           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
20 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
21 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
22 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
23 Defendant Island Express Helicopters as follows:

24           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
25 service, comfort, support, right to support, companionship, solace or moral support, expectations  
26 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
27 to proof;

28

1 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
2 of financial support from Decedent Kobe Bryant;

3 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
4 according to proof;

5 (D) For prejudgment interest and post-judgment interest and costs;

6 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
7 from future wrongdoing; and

8 (F) For such other and further relief as the court deems just and proper.

9 **COUNT VII**

10 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
11 **ISLAND EXPRESS HELICOPTERS' FAILURE TO EQUIP HELICOPTER WITH**  
12 **SAFETY EQUIPMENT - - KOBE BRYANT)**

13 95. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
14 paragraphs 1 through 94 inclusive of this Complaint.

15 96. Defendant Island Express Helicopters held itself out as an entity which could  
16 carefully and competently provide safety equipment on its helicopters which were utilized in the  
17 course of its operations.

18 97. Defendant Island Express Helicopters had a duty to use that degree of care that  
19 ordinarily careful and prudent operators of a helicopter transport business would use under the  
20 same or similar circumstances.

21 98. Defendant Island Express Helicopters had a duty to use that degree of care that an  
22 ordinarily careful and prudent company would use under the same or similar circumstances.

23 99. On information and belief, Defendant Island Express Helicopters was negligent in  
24 its duties as it failed to purchase and equip its helicopters with a Terrain Avoidance and Warning  
25 System (TAWS) which provides a detailed image of surrounding terrain and triggers an auditory  
26 and visual warning.

27 100. That as a direct and proximate result of the aforesaid negligence and carelessness  
28 on the part of Defendant Island Express Helicopters Kobe Bryant was killed.



1 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
2 Defendant Island Express Helicopters as follows:

3 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
4 service, comfort, support, right to support, companionship, solace or moral support, expectations  
5 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
6 to proof;

7 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
8 of financial support from Decedent Kobe Bryant;

9 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
10 according to proof;

11 (D) For prejudgment interest and post-judgment interest and costs;

12 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
13 from future wrongdoing; and

14 (F) For such other and further relief as the court deems just and proper.

15 **COUNT VIII**

16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
17 **ISLAND EXPRESS HOLDING'S FAILURE TO USE ORDINARY CARE IN PROVIDING**  
18 **PROPER AND SAFE AIRCRAFT SERVICES - - KOBE BRYANT)**

19 104. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
20 paragraphs 1 through 103 inclusive of this Complaint

21 105. Defendant Island Express Holding had a duty to use that degree of care that an  
22 ordinarily careful and prudent company would use under the same or similar circumstances.

23 106. On information and belief, Defendant Island Express Holdings was negligent in its  
24 duties as follows:

25 a. Defendant Island Express Holding knew or should have known that the  
26 helicopter was prohibited from being operated under Instrument Flight Rules (IFR);

27 b. Defendant Island Express Holding failed to ensure that there was in place  
28 an adequate safety policy for cancellation of flights into unsafe weather conditions;



1 c. Defendant Island Express Holding promoted and engaged in unnecessary  
2 and needlessly risky means of transport under the circumstances then and there presenting; and

3 d. Defendant Island Express Holding authorized, directed and/or permitted a  
4 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

5 107. Defendant Island Express Holding's breach of duty and negligence caused the  
6 injuries and damages complained of herein.

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

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

24 110. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
25 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
26 others, including Plaintiffs' deceased.

27 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
28 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa



1 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
2 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
3 Defendant Island Express Holding as follows:

4 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
5 service, comfort, support, right to support, companionship, solace or moral support, expectations  
6 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
7 to proof;

8 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
9 of financial support from Decedent Kobe Bryant;

10 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
11 according to proof;

12 (D) For prejudgment interest and post-judgment interest and costs;

13 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
14 from future wrongdoing; and

15 (F) For such other and further relief as the court deems just and proper.

16 **COUNT IX**

17 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
18 **ISLAND EXPRESS HOLDING'S CAUSING OR AUTHORIZING THE OPERATION OF**  
19 **AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER**  
20 **- - KOBE BRYANT)**

21 111. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
22 paragraphs 1 through 110 inclusive of this Complaint

23 112. Defendant Island Express Holding, by and through its agents and employees had a  
24 duty to use that degree of care that an ordinarily careful and prudent company would use under the  
25 same or similar circumstances.

26 113. The subject helicopter was at all times operated with Defendant Island Express  
27 Holding's express or implied knowledge and consent.

28 114. On information and belief, Defendant Island Express Holding allowed the aircraft  
to be operated in a negligent, careless or reckless manner, to wit, in that:

1 a. Defendant Island Express Holding knew or should have known that the  
2 helicopter was prohibited from being operated under Instrument Flight Rules (IFR);

3 b. Defendant Island Express Holding failed to ensure that there was in place  
4 an adequate safety policy for cancellation of flights into unsafe weather conditions;

5 c. Defendant Island Express Holding promoted and engaged in unnecessary  
6 and needlessly risky means of transport under the circumstances then and there presenting; and

7 d. Defendant Island Express Holding authorized, directed and/or permitted a  
8 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

9 115. By operation of California law, Defendant Island Express Holding is responsible  
10 for damages caused by the negligence, carelessness, or recklessness of the aircraft pilot in that on  
11 the occasion in question the subject helicopter was being operated and used with its knowledge  
12 and consent.

13 116. Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of  
14 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
15 negligent, careless or reckless manner as further set out above.

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

23 118. Plaintiffs further claim such damages as the decedent may have suffered between  
24 the time of injury and the time of death and for the recovery of which the decedent might have  
25 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
26 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
27 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
28 include but are not limited to the wanton, willful callous, reckless and depraved conduct of

1 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
2 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
3 indifference to and a conscious disregard for the safety of others that the decedent would have  
4 been entitled to punitive damages had he lived.

5 119. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
6 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
7 others, including Plaintiffs' deceased.

8 WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
9 Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant;  
10 BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a minor,  
11 by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against Defendant  
12 Island Express Holding as follows:

13 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
14 service, comfort, support, right to support, companionship, solace or moral support, expectations  
15 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
16 to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent Kobe Bryant;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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COUNT X

**(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF DEFENDANT ISLAND EXPRESS HOLDING TO SUPERVISE AND TRAIN ITS EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - KOBE BRYANT)**

120. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 119 inclusive of this Complaint

121. Defendant Island Express Holding owed Plaintiffs a duty to exercise reasonable care in the supervision and training of its pilots and its employees and/or agents.

122. On information and belief, Defendant Island Express Holding breached its aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and training of its pilots and employees and/or agents, including the subject pilot, specifically, but not limited to, failing to ensure that pilots were properly trained and supervised on flights in unsafe weather conditions.

123. By virtue of Kobe Bryant'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.

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

1 indifference to and a conscious disregard for the safety of others that the decedent would have  
2 been entitled to punitive damages had he lived.

3 125. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased.

6 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
7 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
8 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
9 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
10 Defendant Island Express Holding as follows:

11 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
12 service, comfort, support, right to support, companionship, solace or moral support, expectations  
13 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
14 to proof;

15 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
16 of financial support from Decedent Kobe Bryant;

17 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
18 according to proof;

19 (D) For prejudgment interest and post-judgment interest and costs;

20 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
21 from future wrongdoing; and

22 (F) For such other and further relief as the court deems just and proper.

23 **COUNT XI**

24 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
25 **ISLAND EXPRESS HOLDING'S FAILURE TO IMPLEMENT PROPER AND**  
26 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - KOBE BRYANT)**

27 126. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
28 paragraphs 1 through 125 inclusive of this Complaint

1           127. Defendant Island Express Holding held itself out as an entity which could carefully  
2 and competently provide and maintain safe helicopter transport services which were utilized in the  
3 course of its operations.

4           128. Defendant Island Express Holding had a duty to use that degree of care that  
5 ordinarily careful and prudent operators of a helicopter transport business would use under the  
6 same or similar circumstances.

7           129. On information and belief, Defendant Island Express Holding failed adequately to  
8 ensure that proper and reasonable flight safety rules and policies were implemented in that it  
9 directed and allowed its pilots to fly in unsafe weather conditions and in areas where the pilot  
10 would encounter instrument meteorological conditions.

11           130. Defendant Island Express Holding's failure adequately to implement proper and  
12 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
13 helicopter to crash and burn, resulting in the death of Kobe Bryant.

14           131. That as a direct result of the aforesaid negligence and carelessness on the part of  
15 Defendant Island Express Holding, Kobe Bryant was killed.

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

23           133. Plaintiffs further claim such damages as the decedent may have suffered between  
24 the time of injury and the time of death and for the recovery of which the decedent might have  
25 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
26 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
27 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
28 include but are not limited to the wanton, willful callous, reckless and depraved conduct of

1 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
2 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
3 indifference to and a conscious disregard for the safety of others that the decedent would have  
4 been entitled to punitive damages had he lived.

5 134. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
6 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
7 others, including Plaintiffs' deceased.

8 WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
9 Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant;  
10 BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a minor,  
11 by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against Defendant  
12 Island Express Holding as follows:

13 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
14 service, comfort, support, right to support, companionship, solace or moral support, expectations  
15 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
16 to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent Kobe Bryant;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT XII**

**(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]  
-- FAILURE OF DEFENDANT ISLAND EXPRESS HOLDING TO PROVIDE HIGHEST  
DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY HELICOPTER --  
KOBE BRYANT)**

135. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 134 inclusive of this Complaint.

136. Plaintiffs deceased, Kobe Bryant, was a passenger for hire of a helicopter transportation service controlled, operated, dispatched, and supervised by Defendant Island Express Holdings.

137. Defendant Island Express Holdings held itself out as an entity which could safely and competently transport persons purchasing helicopter transportation services.

138. At all times material hereto, Defendant Island Express Holdings was and is an on-demand passenger transportation service carrying passengers who have purchased helicopter transportation services and doing so for hire and for profit as a common carrier.

139. Defendant Island Express Holdings had a duty to Plaintiffs' deceased to exercise the highest degree of care and diligence in the operation, management, and service of its helicopter transportation services to be provided to persons within the general public such as Kobe Bryant and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

140. On information and belief, Defendant Island Express Holdings 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.

141. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant Island Express Holdings' failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

142. Plaintiffs' decedent, Kobe Bryant was killed as a direct and proximate result of Defendant Island Express Holdings causing or authorizing the operation of the helicopter in a negligent, careless or reckless manner as further set out above.

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

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

18           145. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs’ deceased.

21           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
22 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
23 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
24 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
25 Defendant Island Express Holdings as follows:

26           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
27 service, comfort, support, right to support, companionship, solace or moral support, expectations  
28

1 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
2 to proof;

3 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
4 of financial support from Decedent Kobe Bryant;

5 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
6 according to proof;

7 (D) For prejudgment interest and post-judgment interest and costs;

8 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
9 from future wrongdoing; and

10 (F) For such other and further relief as the court deems just and proper.

11 **COUNT XIII**

12 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
13 **ISLAND EXPRESS HOLDINGS' FAILURE TO EQUIP HELICOPTER WITH SAFETY**  
14 **EQUIPMENT - - KOBE BRYANT)**

14 146. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
15 paragraphs 1 through 145 inclusive of this Complaint.

16 147. Defendant Island Express Holdings held itself out as an entity which could  
17 carefully and competently provide safety equipment on its helicopters which were utilized in the  
18 course of its operations.

19 148. That Defendant Island Express Holdings had a duty to use that degree of care that  
20 ordinarily careful and prudent operators of a helicopter transport business would use under the  
21 same or similar circumstances.

22 149. Defendant Island Express Holdings had a duty to use that degree of care that an  
23 ordinarily careful and prudent company would use under the same or similar circumstances.

24 150. On information and belief, Defendant Island Express Holdings was negligent in its  
25 duties as it failed to purchase and equip its helicopter with a traffic avoidance and warning system  
26 (TAWS).

27 151. That as a direct and proximate result of the aforesaid negligence and carelessness  
28 on the part of Defendant Island Express Holdings Kobe Bryant was killed.

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

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

18           154. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs’ deceased.

21           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
22 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
23 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
24 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
25 Defendant Island Express Holdings as follows:

26           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
27 service, comfort, support, right to support, companionship, solace or moral support, expectations  
28

1 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
2 to proof;

3 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
4 of financial support from Decedent Kobe Bryant;

5 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
6 according to proof;

7 (D) For prejudgment interest and post-judgment interest and costs;

8 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
9 from future wrongdoing; and

10 (F) For such other and further relief as the court deems just and proper.

11 **COUNT XIV**

12 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
13 **ESTATE OF ARA GEORGE ZOBAYAN'S FAILURE TO USE ORDINARY CARE IN**  
14 **PILOTING THE SUBJECT AIRCRAFT - - KOBE BRYANT)**

15 155. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
16 paragraphs 1 through 154 inclusive of this Complaint.

17 156. On January 26, 2020, Ara George Zobayan was a licensed pilot employed by  
18 Defendant Island Express Helicopters.

19 157. Ara George Zobayan held himself out as a person who could carefully and  
20 competently pilot or otherwise provide safe helicopter transportation services.

21 158. Ara George Zobayan had a duty to use that degree of care that an ordinarily careful  
22 and prudent helicopter pilot would use under the same or similar circumstances.

23 159. On information and belief, Ara George Zobayan breached that duty and was  
24 negligent by:

25 a. Defendant Zobayan failed to properly monitor and assess the weather prior  
26 to takeoff;

27 b. Defendant Zobayan failed to obtain proper weather data prior to the subject  
28 flight;

- 1 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy  
2 conditions;
- 3 d. Defendant Zobayan improperly flew the helicopter into instrument flight  
4 rules (IFR) conditions;
- 5 e. Defendant Zobayan failed to maintain proper control of the helicopter in-  
6 flight;
- 7 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight  
8 path;
- 9 g. Defendant Zobayan failed to keep a safe distance between the helicopter  
10 and natural obstacles; and
- 11 h. Defendant Zobayan failed to properly and safely operate the helicopter  
12 resulting in a crash.

13 160. As a direct and proximate result of the aforesaid negligence and carelessness on the  
14 part of Defendant Zobayan, Kobe Bryant was killed.

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

22 162. Plaintiffs further claim such damages as the decedent may have suffered between  
23 the time of injury and the time of death and for the recovery of which the decedent might have  
24 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
25 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
26 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
27 include but are not limited to the wanton, willful callous, reckless and depraved conduct of  
28 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future

1 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
2 indifference to and a conscious disregard for the safety of others that the decedent would have  
3 been entitled to punitive damages had he lived.

4 163. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
5 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
6 others, including Plaintiffs' deceased.

7 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
8 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa  
9 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a  
10 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against  
11 Defendant Berge Zobayan as Personal Representative of and/or Successor in Interest to Ara  
12 George Zobayan, as follows:

13 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
14 service, comfort, support, right to support, companionship, solace or moral support, expectations  
15 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according  
16 to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent Kobe Bryant;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT XV**

**(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT ISLAND EXPRESS HELICOPTERS' VICARIOUS LIABILITY FOR ARA GEORGE ZOBAYAN'S FAILURE TO USE ORDINARY CARE IN PILOTING THE SUBJECT AIRCRAFT - - GB, MINOR)**

164. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 163 inclusive of this Complaint.

165. Defendant Island Express Helicopters, by and through its agents and employees, including Ara George Zobayan, had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

166. Pilot Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and prudent pilot would use under the same or similar circumstances.

167. Defendant Island Express Helicopters is vicariously liable for any and all actions of Ara George Zobayan, including his negligent and careless piloting and operation of the subject helicopter, by reason of its principal and agent relationship with Ara George Zobayan.

168. On information and belief, Ara George Zobayan was negligent in the following respects:

- a. Defendant Zobayan failed to properly monitor and assess the weather prior to takeoff;
- b. Defendant Zobayan failed to obtain proper weather data prior to the subject flight;
- c. Defendant Zobayan failed to abort the flight when he knew of the cloudy conditions;
- d. Defendant Zobayan improperly flew the helicopter into instrument flight rules (IFR) conditions;
- e. Defendant Zobayan failed to maintain proper control of the helicopter in-flight;
- f. Defendant Zobayan failed to properly avoid natural obstacles in the flight path;

1 g. Defendant Zobayan failed to keep a safe distance between the helicopter  
2 and natural obstacles; and

3 h. Defendant Zobayan failed to properly and safely operate the helicopter  
4 resulting in a crash.

5 169. Defendant Island Express Helicopters' knew or should have known that its  
6 employee, Ara George Zobayan had previously been cited by the Federal Aviation Administration  
7 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
8 visibility from weather conditions.

9 170. Defendant Island Express Helicopters' breach of its duty and negligence caused the  
10 injuries and damages complained of herein and Plaintiffs' deceased, GB, a minor, was killed as a  
11 direct result of the negligent conduct of Zobayan for which Defendant Island Express Helicopters  
12 is vicariously liable in all respects.

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

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

3 173. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
6 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
7 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
8 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
9 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
10 conduct, and itself engaged in conduct with malice, oppression, or fraud.

11 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased,  
13 pray judgment against Defendant Island Express Helicopters as follows:

14 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
15 service, comfort, support, right to support, companionship, solace or moral support, expectations  
16 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent GB;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT XVI**

**(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT ISLAND EXPRESS HELICOPTERS' FAILURE TO USE ORDINARY CARE IN PROVIDING PROPER AND SAFE AIRCRAFT SERVICES - - GB, MINOR)**

174. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 173 inclusive of this Complaint

175. Defendant Island Express 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.

176. On information and belief, Defendant Island Express Helicopters was negligent in its duties as follows:

a. Defendant Island Express Helicopters knew or should have known that they were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

b. Defendant Island Express Helicopters failed to have in place an adequate safety policy for cancellation of flights into known unsafe weather conditions;

c. Defendant Island Express Helicopters promoted and engaged in unnecessary and needlessly risky means of transport under the circumstances then and there presenting; and

d. Defendant Island Express Helicopters authorized, directed and/or permitted a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

177. Defendant Island Express Helicopters' breach of duty and negligence caused the injuries and damages complained of herein.

178. By virtue of GB'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.

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

11           180. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
12 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
13 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
14 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
15 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
16 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
17 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
18 conduct, and itself engaged in conduct with malice, oppression, or fraud.

19           WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
20 Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased; pray  
21 judgment against Defendant Island Express Helicopters as follows:

22           (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
23 service, comfort, support, right to support, companionship, solace or moral support, expectations  
24 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

25           (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
26 of financial support from Decedent GB;

27           (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
28 according to proof;

- 1 (D) For prejudgment interest and post-judgment interest and costs;  
2 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
3 from future wrongdoing; and  
4 (F) For such other and further relief as the court deems just and proper.

5 **COUNT XVII**

6 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
7 **ISLAND EXPRESS HELICOPTERS' CAUSING OR AUTHORIZING THE OPERATION**  
8 **OF AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER - - GB,**  
9 **MINOR)**

9 181. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
10 paragraphs 1 through 180 inclusive of this Complaint

11 182. Defendant Island Express Helicopters, by and through its agents and employees,  
12 including Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and  
13 prudent company would use under the same or similar circumstances.

14 183. The subject helicopter was at all times operated with Defendant Island Express  
15 Helicopters' express or implied knowledge and consent.

16 184. On information and belief, Defendant Island Express Helicopters operated the  
17 aircraft in a negligent, careless or reckless manner, to wit, in that:

18 a. Defendant Island Express Helicopters knew or should have known that they  
19 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

20 b. Defendant Island Express Helicopters failed to have in place an adequate  
21 safety policy for cancellation of flights into known unsafe weather conditions;

22 c. Defendant Island Express Helicopters promoted and engaged in  
23 unnecessary and needlessly risky means of transport under the circumstances then and there  
24 presenting; and

25 d. Defendant Island Express Helicopters authorized, directed and/or permitted  
26 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

27 185. By operation of California law, Defendant Island Express Helicopters is  
28 responsible for damages caused by the negligence, carelessness, or recklessness of the aircraft



1 pilot in that on the occasion in question the subject helicopter was being operated and used with its  
2 knowledge and consent.

3 186. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of  
4 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
5 negligent, careless or reckless manner as further set out above.

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

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

23 189. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
24 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
25 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
26 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
27 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
28 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with



1 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
2 conduct, and itself engaged in conduct with malice, oppression, or fraud.

3 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
4 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
5 pray judgment against Defendant Island Express Helicopters as follows:

6 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
7 service, comfort, support, right to support, companionship, solace or moral support, expectations  
8 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

9 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
10 of financial support from Decedent GB;

11 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
12 according to proof;

13 (D) For prejudgment interest and post-judgment interest and costs;

14 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
15 from future wrongdoing; and

16 (F) For such other and further relief as the court deems just and proper.

17 **COUNT XVIII**

18 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF**  
19 **DEFENDANT ISLAND EXPRESS HELICOPTERS TO SUPERVISE AND TRAIN ITS**  
20 **EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - GB, MINOR)**

21 190. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
22 paragraphs 1 through 189 inclusive of this Complaint

23 191. At all times material to this action, the pilot of the subject helicopter served as an  
24 employee and/or agent of Defendant Island Express Helicopters.

25 192. Defendant Island Express Helicopters owed Plaintiffs a duty to exercise reasonable  
26 care in the supervision and training of its employees and/or agents, including its pilots.

27 193. On information and belief, Defendant Island Express Helicopters breached its  
28 aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and

1 training of its employees and/or agents, including the subject pilot, specifically, but not limited to,  
2 failing adequately to properly train and supervise pilots on flights in unsafe weather conditions.

3 194. Defendant Island Express Helicopters knew or should have known that its  
4 employee, Ara George Zobayan had previously been cited by the Federal Aviation Administration  
5 (FAA) for violating the visual flight rules (VFR) minimums by flying into an airspace of reduced  
6 visibility from weather conditions and this defendant failed to provide adequate training and/or  
7 supervision to ensure the negligent action did not re-occur.

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

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

25 197. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
26 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
27 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
28 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitnes

1 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
2 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
3 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
4 conduct, and itself engaged in conduct with malice, oppression, or fraud.

5 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
6 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
7 pray judgment against Defendant Island Express Helicopters as follows:

8 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
9 service, comfort, support, right to support, companionship, solace or moral support, expectations  
10 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

11 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
12 of financial support from Decedent GB;

13 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
14 according to proof;

15 (D) For prejudgment interest and post-judgment interest and costs;

16 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
17 from future wrongdoing; and

18 (F) For such other and further relief as the court deems just and proper.

19 **COUNT XIX**

20 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
21 **ISLAND EXPRESS HELICOPTERS' FAILURE TO IMPLEMENT PROPER AND**  
22 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - GB, MINOR)**

23 198. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
24 paragraphs 1 through 197 inclusive of this Complaint

25 199. Defendant Island Express Helicopters held itself out as an entity which could  
26 carefully and competently provide and maintain safe helicopter transport services which were  
27 utilized in the course of its operations.  
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1           200. That Defendant Island Express Helicopters had a duty to use that degree of care  
2 that ordinarily careful and prudent operators of a helicopter transport business would use under the  
3 same or similar circumstances.

4           201. On information and belief, Defendant Island Express Helicopters failed adequately  
5 to implement proper and reasonable flight safety rules and policies in that it directed and allowed  
6 its pilots to fly in unsafe weather conditions and in areas where the pilot would encounter  
7 instrument meteorological conditions.

8           202. Defendant Island Express Helicopters' failure adequately to implement proper and  
9 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
10 helicopter to crash and burn, resulting in the death of GB, a minor.

11           203. That as a direct result of the aforesaid negligence and carelessness on the part of  
12 Defendant Island Express Helicopters, GB, a minor, was killed.

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

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

3 206. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
6 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
7 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
8 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
9 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
10 conduct, and itself engaged in conduct with malice, oppression, or fraud.

11 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
13 pray judgment against Defendant Island Express Helicopters as follows:

14 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
15 service, comfort, support, right to support, companionship, solace or moral support, expectations  
16 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

17 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
18 of financial support from Decedent GB;

19 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
20 according to proof;

21 (D) For prejudgment interest and post-judgment interest and costs;

22 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
23 from future wrongdoing; and

24 (F) For such other and further relief as the court deems just and proper.  
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**COUNT XX**

**(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]  
-- FAILURE OF DEFENDANT ISLAND EXPRESS HELICOPTERS TO PROVIDE  
HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY  
HELICOPTER -- GB, MINOR)**

207. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 206 inclusive of this Complaint.

208. Plaintiffs deceased, GB, a minor, was a passenger for hire of a helicopter transportation service controlled, operated, dispatched, and supervised by Defendant Island Express Helicopters.

209. Defendant Island Express Helicopters held itself out as an entity which could safely and competently transport persons purchasing helicopter transportation services.

210. At all times material hereto, Defendant Island Express Helicopters was and is an on-demand passenger transportation service carrying passengers who have purchased helicopter transportation services and doing so for hire and for profit as a common carrier.

211. Defendant Island Express Helicopters had a duty to Plaintiffs' deceased to exercise the highest degree of care and diligence in the operation, management, and service of its helicopter transportation services to be provided to persons within the general public such as GB, a minor, and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

212. On information and belief, Defendant Island Express 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.

213. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant Island Express Helicopters' failure to exercise the highest degree of care in providing a safe helicopter for their use and transport.

214. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a negligent, careless or reckless manner as further set out above.



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

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

18           217. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
19 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
20 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
21 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
22 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
23 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
24 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
25 conduct, and itself engaged in conduct with malice, oppression, or fraud.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
27 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
28 pray judgment against Defendant Island Express Helicopters as follows:



1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
2 service, comfort, support, right to support, companionship, solace or moral support, expectations  
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
5 of financial support from Decedent GB;

6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
7 according to proof;

8 (D) For prejudgment interest and post-judgment interest and costs;

9 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
10 from future wrongdoing; and

11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXI**

13 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
14 **ISLAND EXPRESS HELICOPTERS' FAILURE TO EQUIP HELICOPTER WITH**  
15 **SAFETY EQUIPMENT - - GB, MINOR)**

16 218. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
17 paragraphs 1 through 217 inclusive of this Complaint.

18 219. Defendant Island Express Helicopters held itself out as an entity which could  
19 carefully and competently provide safety equipment on its helicopters which were utilized in the  
20 course of its operations.

21 220. Defendant Island Express Helicopters had a duty to use that degree of care that  
22 ordinarily careful and prudent operators of a helicopter transport business would use under the  
23 same or similar circumstances.

24 221. Defendant Island Express Helicopters had a duty to use that degree of care that an  
25 ordinarily careful and prudent company would use under the same or similar circumstances.

26 222. On information and belief, Defendant Island Express Helicopters was negligent in  
27 its duties as it failed to purchase and equip its helicopters with a Terrain Avoidance and Warning  
28 System (TAWS) which provides a detailed image of surrounding terrain and triggers an auditory  
and visual warning.

1           223. That as a direct and proximate result of the aforesaid negligence and carelessness  
2 on the part of Defendant Island Express Helicopters GB, a minor, was killed.

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

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

20           226. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
21 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
22 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island  
23 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness  
24 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On  
25 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with  
26 conscious disregard of the rights or safety of others and authorized or ratified his wrongful  
27 conduct, and itself engaged in conduct with malice, oppression, or fraud.

28



1 c. Defendant Island Express Holdings promoted and engaged in unnecessary  
2 and needlessly risky means of transport under the circumstances then and there presenting; and

3 d. Defendant Island Express Holdings authorized, directed and/or permitted a  
4 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

5 230. Defendant Island Express Holdings' breach of duty and negligence caused the  
6 injuries and damages complained of herein.

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

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

24 233. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
25 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
26 others, including Plaintiffs' deceased.

27

28



1           b. Defendant Island Express Holdings failed to have in place an adequate  
2 safety policy for cancellation of flights into known unsafe weather conditions;

3           c. Defendant Island Express Holdings promoted and engaged in unnecessary  
4 and needlessly risky means of transport under the circumstances then and there presenting; and

5           d. Defendant Island Express Holdings authorized, directed and/or permitted a  
6 flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

7           238. By operation of California law, Defendant Island Express Holdings is responsible  
8 for damages caused by the negligence, carelessness, or recklessness of the aircraft pilot in that on  
9 the occasion in question the subject helicopter was being operated and used with its knowledge  
10 and consent.

11           239. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of  
12 Defendant Island Express Helicopters causing or authorizing the operation of the helicopter in a  
13 negligent, careless or reckless manner as further set out above.

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

21           241. Plaintiffs further claim such damages as the decedent may have suffered between  
22 the time of injury and the time of death and for the recovery of which the decedent might have  
23 maintained an action had death not ensued including, but not limited to, mental anguish, physical  
24 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
25 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
26 include but are not limited to the wanton, willful callous, reckless and depraved conduct of  
27 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
28 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete



1 indifference to and a conscious disregard for the safety of others that the decedent would have  
2 been entitled to punitive damages had she lived.

3 242. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
4 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
5 others, including Plaintiffs' deceased.

6 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
7 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
8 pray judgment against Defendant Island Express Holdings as follows:

9 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
10 service, comfort, support, right to support, companionship, solace or moral support, expectations  
11 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

12 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
13 of financial support from Decedent GB;

14 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
15 according to proof;

16 (D) For prejudgment interest and post-judgment interest and costs;

17 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
18 from future wrongdoing; and

19 (F) For such other and further relief as the court deems just and proper.

20 **COUNT XXIV**

21 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - FAILURE OF**  
22 **DEFENDANT ISLAND EXPRESS HOLDINGS TO SUPERVISE AND TRAIN ITS**  
23 **EMPLOYEES AND/OR AGENTS INCLUDING ITS PILOTS - - GB, MINOR)**

24 243. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
25 paragraphs 1 through 242 inclusive of this Complaint

26 244. Defendant Island Express Holdings owed Plaintiffs a duty to exercise reasonable  
27 care in the supervision and training of its pilots and its employees and/or agents.

28 245. On information and belief, Defendant Island Express Holdings breached its  
29 aforementioned duty to Plaintiffs by failing to exercise reasonable care in the supervision and



1 training of its pilots and its employees and/or agents, including the subject pilot, specifically, but  
2 not limited to, failing adequately to ensure that pilots were properly trained and supervised on  
3 flights in unsafe weather conditions.

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

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

21 248. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
22 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
23 others, including Plaintiffs' deceased.

24 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
25 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
26 pray judgment against Defendant Island Express Holdings as follows:  
27  
28

- 1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
2 service, comfort, support, right to support, companionship, solace or moral support, expectations  
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;  
4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
5 of financial support from Decedent GB;  
6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
7 according to proof;  
8 (D) For prejudgment interest and post-judgment interest and costs;  
9 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
10 from future wrongdoing; and  
11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXV**

13 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT**  
14 **ISLAND EXPRESS HOLDINGS' FAILURE TO IMPLEMENT PROPER AND**  
15 **REASONABLE FLIGHT SAFETY RULES AND POLICIES - - GB, MINOR)**

16 249. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
17 paragraphs 1 through 248 inclusive of this Complaint

18 250. Defendant Island Express Holdings held itself out as an entity which could  
19 carefully and competently provide and maintain safe helicopter transport services which were  
20 utilized in the course of its operations.

21 251. That Defendant Island Express Holdings had a duty to use that degree of care that  
22 ordinarily careful and prudent operators of a helicopter transport business would use under the  
23 same or similar circumstances.

24 252. On information and belief, Defendant Island Express Holdings failed adequately to  
25 implement proper and reasonable flight safety rules and policies in that it directed and allowed its  
26 pilots to fly in unsafe weather conditions and in areas where the pilot would encounter instrument  
27 meteorological conditions.  
28

1           253. Defendant Island Express Holdings' failure adequately to implement proper and  
2 reasonable procedures caused the helicopter to enter instrument conditions, therefore causing the  
3 helicopter to crash and burn, resulting in the death of GB, a minor.

4           254. That as a direct result of the aforesaid negligence and carelessness on the part of  
5 Defendant Island Express Holdings, GB, a minor, was killed.

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

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

23           257. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
24 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
25 others, including Plaintiffs' deceased.

26           WHEREFORE, Plaintiffs Vanessa Bryant, individually and Successor in Interest to Kobe  
27 Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased; pray  
28 judgment against Defendant Island Express Holdings as follows:

- 1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
2 service, comfort, support, right to support, companionship, solace or moral support, expectations  
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;
- 4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
5 of financial support from Decedent GB;
- 6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
7 according to proof;
- 8 (D) For prejudgment interest and post-judgment interest and costs;
- 9 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
10 from future wrongdoing; and
- 11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXVI**

13 **(COMMON CARRIER LIABILITY [WRONGFUL DEATH AND SURVIVAL ACTION]**  
14 **-- FAILURE OF DEFENDANT ISLAND EXPRESS HOLDINGS TO PROVIDE**  
15 **HIGHEST DEGREE OF CARE IN SUPPLYING SAFE AND AIRWORTHY**  
16 **HELICOPTER -- GB, MINOR)**

17 258. Plaintiffs hereby incorporate by reference, as though fully set out herein,  
18 paragraphs 1 through 257 inclusive of this Complaint.

19 259. Plaintiffs deceased, GB, a minor, was a passenger for hire of a helicopter  
20 transportation service controlled, operated, dispatched, and supervised by Defendant Island  
21 Express Holdings.

22 260. Defendant Island Express Holdings held itself out as an entity which could safely  
23 and competently transport persons purchasing helicopter transportation services.

24 261. At all times material hereto, Defendant Island Express Holdings was and is an on-  
25 demand passenger transportation service carrying passengers who have purchased helicopter  
26 transportation services and doing so for hire and for profit as a common carrier.

27 262. Defendant Island Express Holdings had a duty to Plaintiffs' deceased to exercise  
28 the highest degree of care and diligence in the operation, management, and service of its helicopter

1 transportation services to be provided to persons within the general public such as GB, a minor,  
2 and, specifically, the highest degree of care and diligence to provide a safe and airworthy aircraft.

3 263. On information and belief, Defendant Island Express Holdings failed to provide a  
4 reasonably safe aircraft for the use and transport of Plaintiffs' deceased thereby breaching its duty  
5 to exercise the highest degree of care.

6 264. Plaintiffs' deceased was killed as a direct result and proximate result of Defendant  
7 Island Express Holdings' failure to exercise the highest degree of care in providing a safe  
8 helicopter for their use and transport.

9 265. Plaintiffs' decedent, GB, a minor, was killed as a direct and proximate result of  
10 Defendant Island Express Holdings causing or authorizing the operation of the helicopter in a  
11 negligent, careless or reckless manner as further set out above.

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

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





1           272. Defendant Island Express Holdings had a duty to use that degree of care that an  
2 ordinarily careful and prudent company would use under the same or similar circumstances.

3           273. On information and belief, Defendant Island Express Holdings was negligent in its  
4 duties as it failed to purchase and equip its helicopter with a traffic avoidance and warning system  
5 (TAWS).

6           274. That as a direct and proximate result of the aforesaid negligence and carelessness  
7 on the part of Defendant Island Express Holdings GB, a minor, was killed.

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

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

25           277. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
26 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
27 others, including Plaintiffs' deceased.

28





- 1 a. Defendant Zobayan failed to properly monitor and assess the weather prior  
2 to takeoff;
- 3 b. Defendant Zobayan failed to obtain proper weather data prior to the subject  
4 flight;
- 5 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy  
6 conditions;
- 7 d. Defendant Zobayan improperly flew the helicopter into instrument flight  
8 rules (IFR) conditions;
- 9 e. Defendant Zobayan failed to maintain proper control of the helicopter in-  
10 flight;
- 11 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight  
12 path;
- 13 g. Defendant Zobayan failed to keep a safe distance between the helicopter  
14 and natural obstacles; and
- 15 h. Defendant Zobayan failed to properly and safely operate the helicopter  
16 resulting in a crash.

17 283. As a direct and proximate result of the aforesaid negligence and carelessness on the  
18 part of Defendant Zobayan, GB, a minor, was killed.

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

26 285. Plaintiffs further claim such damages as the decedent may have suffered between  
27 the time of injury and the time of death and for the recovery of which the decedent might have  
28 maintained an action had death not ensued including, but not limited to, mental anguish, physical

1 disability, conscious pain and suffering, pre-impact terror, disfigurement, and further considering  
2 the aggravating circumstances attendant upon the fatal injury. Such aggravating circumstances  
3 include but are not limited to the wanton, willful callous, reckless and depraved conduct of  
4 defendant which entitles Plaintiffs to punitive damages to punish the Defendant and to deter future  
5 wrongdoing in that the acts and omissions of defendant has manifested such reckless and complete  
6 indifference to and a conscious disregard for the safety of others that the decedent would have  
7 been entitled to punitive damages had she lived.

8 286. Plaintiffs further claim punitive damages in that this defendant engaged in actions  
9 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of  
10 others, including Plaintiffs' deceased.

11 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to  
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
13 pray judgment against Defendant Berge Zobayan as Personal Representative of and/or Successor  
14 in Interest to Ara George Zobayan, as follows:

15 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,  
16 service, comfort, support, right to support, companionship, solace or moral support, expectations  
17 of future support and counseling, other benefits and assistance of Decedent GB according to proof;

18 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss  
19 of financial support from Decedent GB;

20 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses  
21 according to proof;

22 (D) For prejudgment interest and post-judgment interest and costs;

23 (E) For punitive damages in such sums as will serve to punish and deter Defendant  
24 from future wrongdoing; and

25 (F) For such other and further relief as the court deems just and proper.  
26  
27  
28





# EXHIBIT I

Electronically FILED by Superior Court of California, County of Los Angeles on 05/11/2020 09:21 AM Sherri R. Carter, Executive Officer/Clerk of Court, by L. Marquez, Deputy Clerk

1 Michael J. Terhar, Esq. – SBN 89491  
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3 Don Swaim, Esq. – *Pro Hac Vice Pending*  
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9 ATTORNEYS FOR Defendants ISLAND EXPRESS  
10 HELICOPTERS, INC., a California Corporation; and  
11 ISLAND EXPRESS HOLDING CORP.,  
12 a California Corporation.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**

14 VANESSA BRYANT, Individually, and as  
15 Successor in Interest to KOBE BRYANT,  
16 Deceased; VANESSA BRYANT, as Successor  
17 in Interest to GB, a minor, deceased;  
18 NB, a minor, by her Natural Mother and  
19 Guardian Ad Litem, VANESSA BRYANT;  
20 BB, a minor, by her Natural Mother and  
21 Guardian Ad Litem, VANESSA BRYANT;  
22 and CB, a minor, by her Natural Mother and  
23 Guardian Ad Litem, VANESSA BRYANT;

21 Plaintiffs,

22 vs.

23 ISLAND EXPRESS HELICOPTERS, INC., a  
24 California Corporation; ISLAND EXPRESS  
25 HOLDING CORP., a California Corporation;  
26 and DOE 1, as Personal representative of  
27 and/or Successor in Interest to ARA GEORGE  
28 ZOBAYAN, a California resident,

27 Defendants.

Case No.: 20STCV07492

Assigned for all purposes to:  
Hon. Judge Virginia Keeny  
Dept.: NW-W

**ISLAND EXPRESS HELICOPTERS, INC.,  
a California Corporation; and  
ISLAND EXPRESS HOLDING CORP.,  
a California Corporation's  
ANSWER TO PLAINTIFFS'  
FIRST AMENDED COMPLAINT  
FOR DAMAGES.**

**DEMAND FOR JURY TRIAL**

First Amended Complaint Filed: April 15, 2020  
Trial Date: None Set



1 COME NOW defendants ISLAND EXPRESS HELICOPTERS, INC., a California  
2 Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation (collectively  
3 referred to herein as “Defendants”), and in accordance with Section 431.30 of the California Code of  
4 Civil Procedure, hereby generally deny each and every, all and singular, the allegations therein  
5 contained, and in this connection, Defendants deny that Plaintiffs VANESSA BRYANT,  
6 Individually, and as Successor in Interest to KOBE BRYANT, Deceased; VANESSA BRYANT, as  
7 Successor in Interest to GB, a minor, deceased; NB, a minor, by her Natural Mother and Guardian  
8 Ad Litem, VANESSA BRYANT; BB, a minor, by her Natural Mother and Guardian Ad Litem,  
9 VANESSA BRYANT; and CB, a minor, by her Natural Mother and Guardian Ad Litem, VANESSA  
10 BRYANT (collectively referred to herein as “Plaintiffs”) have been injured or damaged in any of the  
11 sums mentioned in the FIRST AMENDED COMPLAINT, or in any sum what so ever at all, as a  
12 result of any action or omission by Defendants.

13 **FIRST AFFIRMATIVE DEFENSE**

14 AS A FURTHER, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST  
15 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs’ claims are barred due to  
16 Plaintiffs’ failure to state facts sufficient to constitute a cause of action against Defendants.

17 **SECOND AFFIRMATIVE DEFENSE**

18 AS A SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
19 AMENDED COMPLAINT ON FILE HEREIN, decedents Kobe Bryant and GB had actual  
20 knowledge of all of the circumstances, particular dangers, and an appreciation of the risks involved  
21 and the magnitude thereof, and proceeded to encounter a known risk, and voluntarily assume the risk  
22 of the accident, injury, and damages in the alleged FIRST AMENDED COMPLAINT, thereby  
23 barring or reducing Plaintiffs’ claim for damages.

24 **THIRD AFFIRMATIVE DEFENSE**

25 AS A THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
26 COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the FIRST  
27 AMENDED COMPLAINT were proximately caused by one or more unforeseeable, independent,  
28 intervening, and/or superseding events beyond the control of and unrelated to any actions or conduct

1 of Defendants.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 AS A FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the  
5 FIRST AMENDED COMPLAINT were proximately caused by the acts or omissions of other parties  
6 for whom answering Defendants are not legally responsible, which intervened and/or superseded the  
7 acts and/or omission of answering Defendants, if any, and Plaintiffs' alleged damages. In the  
8 alternative, any amounts which Plaintiffs might be entitled to recover against answering Defendants  
9 must be reduced to the extent any such damages are attributable to the intervening and/or supervening  
10 acts and/or omissions of persons other than answering Defendants.

11 **FIFTH AFFIRMATIVE DEFENSE**

12 AS A FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
13 COMPLAINT ON FILE HEREIN, Defendants allege that the sole proximate cause of Plaintiffs'  
14 damages was the acts and/or omissions of others.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 AS A SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
17 COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the FIRST  
18 AMENDED COMPLAINT were proximately caused in whole or in part by a new and independent  
19 cause not reasonably foreseeable by answering Defendants. Such new and independent cause became  
20 the direct and proximate cause of the accident.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 AS A SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
23 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the  
24 FIRST AMENDED COMPLAINT were the result of an unavoidable accident and not proximately  
25 caused by any alleged act or omission on the part of answering Defendants.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 AS AN EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
28 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs have failed to join

1 all necessary and indispensable parties.

2 **NINTH AFFIRMATIVE DEFENSE**

3 AS A NINTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
4 COMPLAINT ON FILE HEREIN, Defendants claim that they are not responsible for Plaintiffs'  
5 damages due to an act of God.

6 **TENTH AFFIRMATIVE DEFENSE**

7 AS A TENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
8 COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims are barred due to Plaintiffs' failure  
9 to mitigate damages.

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 AS A ELEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
12 AMENDED COMPLAINT ON FILE HEREIN, the damages, if any, suffered by Plaintiffs were  
13 caused in whole or in part by the acts or omissions of persons or entities other than these answering  
14 Defendants. Answering Defendants expressly reserve their right to pursue any and all actions for  
15 contribution and indemnity of any kind whatsoever against such persons or entities.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 AS A TWELFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
18 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims for relief against  
19 Defendants are barred due to the doctrines of waiver and/or estoppel.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 AS A THIRTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
22 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims for relief against  
23 Defendants are barred due to comparative and/or contributory negligence. In the alternative, in the  
24 event there is a finding of damages for Plaintiffs, such damages must be reduced to the extent of such  
25 comparative and/or contributory negligence.

26 **FOURTEENTH AFFIRMATIVE DEFENSE**

27 AS A FOURTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
28 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' damages must be reduced

1 and/or offset by any benefits received by Plaintiffs under applicable law.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 AS A FIFTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Plaintiffs' claims for punitive damages against  
5 Defendants are barred, in whole or in part, because they violate state and federal constitution rights,  
6 including but not limited to due process, equal protection, void-for-vagueness and ex post facto  
7 provisions; the Fourth, Fifth Sixth, Eighth and Fourteenth Amendments, and the right not to be  
8 subjected to excessive awards and multiple punishments. In addition, any claim for punitive damages  
9 is limited by state and federal law, including but not limited to the United States Supreme Court  
10 decision in *State Farm Mutual Automobile Insurance Company v. Campbell*, 123 S. Ct. 1513 (2003),  
11 and all other applicable federal and state decisions.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 AS A SIXTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
14 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the allegations in Plaintiffs'  
15 FIRST AMENDED COMPLAINT fail to state facts sufficient to support an award of exemplary or  
16 punitive damages or other statutory fines or penalties against answering Defendants. No alleged act  
17 or omission of answering Defendants was oppressive, fraudulent, or malicious under California Civil  
18 Code section 3294, and therefore, any award of punitive damages is barred.

19 **SEVENTEENTH AFFIRMATIVE DEFENSE**

20 AS A SEVENTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
21 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs' FIRST  
22 AMENDED COMPLAINT, and each cause of action thereof, is barred by reason of acts, omissions,  
23 representation, and courses of conduct by Plaintiffs, which Defendants were led to rely upon to their  
24 detriment, thereby barring each and every cause of action under the doctrine of equitable estoppel.

25 **EIGHTEENTH AFFIRMATIVE DEFENSE**

26 AS AN EIGHTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
27 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that if they are determined to be  
28 liable to Plaintiffs, such liability is based on conduct which is passive and secondary to the active and

1 primary wrongful conduct of other defendants in this action, if any. Defendants are therefore entitled  
2 to total, equitable indemnity from such other defendants.

3 **NINETEENTH AFFIRMATIVE DEFENSE**

4 AS A NINETEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
5 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that in the event the parties were  
6 not reasonably and adequately warned of potential dangers concerning the inherently dangerous  
7 nature of flying in a helicopter, the duty to provide the warnings was that of a third party, and not of  
8 Defendants.

9 **TWENTIETH AFFIRMATIVE DEFENSE**

10 AS A TWENTIETH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
11 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that there are other persons,  
12 parties, entities, and/or defendants who are at fault and proximately caused Plaintiffs' injuries, if any.  
13 If Defendants are responsible to Plaintiffs, of which Defendants expressly deny such responsibility,  
14 these answering Defendants are only liable for their proportionate share of non-economic damages,  
15 if any, as set forth in the Civil Code section 1431.2.

16 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

17 AS A TWENTY-FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
18 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs' FIRST  
19 AMENDED COMPLAINT, and each cause of action thereof, is barred by the doctrines of unclean  
20 hands and/or laches.

21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 AS A TWENTY-SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
23 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that they are entitled to a set-off  
24 for all amounts paid to the Plaintiffs by other Defendants through settlements, if any.

25 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

26 AS A TWENTY-THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
27 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the services of Defendants  
28 fully complied with all applicable governmental laws and regulations at the time the services were

1 rendered.

2 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

3 AS A TWENTY-FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that plaintiffs were advised,  
5 informed and warned of any potential hazards and/or dangers, and they failed to follow such warnings.

6 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

7 AS A TWENTY-FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
8 AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that they presently have  
9 insufficient knowledge or information on which to form a belief as to whether they may have  
10 additional defenses available. Defendants expressly reserve their right to assert any additional  
11 affirmative defenses that become known as a result of discovery, investigation, analysis and/or  
12 proceedings in this case.

13 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

14 AS A TWENTY-SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
15 AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that the FIRST  
16 AMENDED COMPLAINT and each purported Cause of Action therein, are barred under the  
17 Doctrine of Federal Preemption, in that the laws of the United States of America, including, but not  
18 limited to, the Federal Aviation Act, the Federal Aviation Regulations, rules and regulations of the  
19 Federal Aviation Administration and its predecessors, the Civil Air Regulations, as well as other  
20 federal statutes, rules and laws, have shown intent by the Federal Government to completely and  
21 exclusively occupy the field of the operation of civilian aviation.

22 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

23 AS A TWENTY-SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
24 FIRST AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that the federal  
25 government has preempted the field of law applicable to aviation safety through the Federal Aviation  
26 Act and Federal Aviation Regulations. To the extent that Plaintiffs seek recovery based upon a  
27 standard of care not mandated by federal law, such recovery is barred by the Supremacy Clause,  
28 Article VI, clause 2, of the United States Constitution.



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**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

AS A TWENTY-EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that defendants were not acting as a common carrier, but rather a private carrier, at all relevant times.

WHEREFORE, Defendants pray that Plaintiffs take nothing against Defendants by Plaintiffs' FIRST AMENDED COMPLAINT, that Defendants have judgment for its costs of suit herein incurred, and together with such other and further relief both at law and in equity that Defendants may show themselves entitled to.

Dated: May 11, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
Michael J. Terhar  
Ross Cunningham  
*Pro Hac Vice Pending*  
Don Swaim  
*Pro Hac Vice Pending*  
D. Todd Parrish  
Attorneys for Defendants,  
ISLAND EXPRESS HELICOPTERS,  
INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP. a  
California Corporation.



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**DEMAND FOR JURY TRIAL**

Defendants, ISLAND EXPRESS HELICOPTERS, INC., and ISLAND EXPRESS HOLDING CORP. hereby demand a trial by jury.

Dated: May 11, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
Michael J. Terhar  
Ross Cunningham  
*Pro Hac Vice Pending*  
Don Swaim  
*Pro Hac Vice Pending*  
D. Todd Parrish  
Attorneys for Defendants  
ISLAND EXPRESS HELICOPTERS,  
INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP. a  
California Corporation.

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On May 11, 2020, I caused to be served the within document(s) described as:

**ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP., a California Corporation's  
ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT FOR DAMAGES.  
DEMAND FOR JURY TRIAL**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 11, 2020, at Pasadena, California.

\_\_\_\_\_  
Cynthia Vivanco  
(Type or print name)

\_\_\_\_\_  
*/s/Cynthia Vivanco*  
(Signature)

PROOF OF SERVICE

**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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Attorneys for Defendant,  
BERGE ZOBAYAN as Successor in Interest  
for ARA GEORGE ZOBAYAN

# EXHIBIT J



## Superior Court of California, County of Los Angeles

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

### How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

**a. The Civil Mediation Vendor Resource List**

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- **ADR Services, Inc.** Case Manager [patricia@adrservices.com](mailto:patricia@adrservices.com) (310) 201-0010 (Ext. 261)
- **JAMS, Inc.** Senior Case Manager [mbinder@jamsadr.com](mailto:mbinder@jamsadr.com) (310) 309-6204
- **Mediation Center of Los Angeles (MCLA)** Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145
  - Only MCLA provides mediation in person, by phone and by videoconference.

**These organizations cannot accept every case and they may decline cases at their discretion.**

Visit [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List) for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

**b. Los Angeles County Dispute Resolution Programs**

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
  - Free, day-of-trial mediations at the courthouse. No appointment needed.
  - Free or low-cost mediations before the day of trial.
  - For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit  
<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

**c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.**

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

# EXHIBIT K



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>CUNNINGHAM SWAIM, LLP</b> Michael J. Terhar, Esq. (SBN 89491); Ross Cuningham, Esq. (Pro Hac Vice) Don Swaim, Esq. (Pro Hac Vice); D. Todd Parrish, Esq. (SBN 173392) 2 North Lake Avenue, Suite 550, Pasadena, California 91101 TELEPHONE NO.: (626) 765-3000 FAX NO. (Optional): (626) 765-3030 E-MAIL ADDRESS (Optional): mterhar; rcunningham; dswaim; tparrish@cunninghamswaim.com ATTORNEY FOR (Name): Defendant and Cross-Complainants, ISLAND EXPRESS, etc.; et al.	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: CITY AND ZIP CODE: Van Nuys, California 91401 BRANCH NAME:	
PLAINTIFF/PETITIONER: VANESSA BRYANT, Individually, etc.; et al. DEFENDANT/RESPONDENT: ISLAND EXPRESS HELICOPTERS, INC.; etc. et al.	CASE NUMBER: 20STCV07492
<p style="text-align: center;"><b>PROOF OF SERVICE OF SUMMONS</b></p>	Ref. No. or File No.: 1878515R

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a.  summons
  - b.  complaint
  - c.  Alternative Dispute Resolution (ADR) package
  - d.  Civil Case Cover Sheet (served in complex cases only)
  - e.  cross-complaint
  - f.  other (specify documents): Summons on Cross-Complaint; First Amended Complaint for Damages; Island Express Helicopters, Inc., a California Corporation; and Island Express Holding Corp., a California Corporation's Answer to Plaintiffs' First Amended Complaint for Damages; Demand for Jury Trial
3. a. Party served (specify name of party as shown on documents served):  
 MATTHEW CONLEY, Individually
  - b.  Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served:  
 [REDACTED] Carlsbad, California 92008
5. I served the party (check proper box)
  - a.  **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 09/01/2020 (2) at (time): 02:20 p.m.
  - b.  **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
    - (1)  **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2)  **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3)  **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4)  I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or  a declaration of mailing is attached.
    - (5)  I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: VANESSA BRYANT, Individually, etc.; et al.	CASE NUMBER: 20STCV07492
DEFENDANT/RESPONDENT: ISLAND EXPRESS HELICOPTERS, INC.; etc. et al.	

5. c.  **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): \_\_\_\_\_ (2) from (city): \_\_\_\_\_
- (3)  with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4)  to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d.  **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (*specify*):
- c.  as occupant.
- d.  On behalf of (*specify*):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. **Person who served papers**

- a. Name: Brendan Flynn, Ace Attorney Service, Inc.
- b. Address: 444 West C Street, Suite 410, San Diego, California 92101
- c. Telephone number: (619) 235-8400
- d. **The fee** for service was: \$ 106.75
- e. I am:

- (1)  not a registered California process server.
- (2)  exempt from registration under Business and Professions Code section 22350(b).
- (3)  a registered California process server:
- (i)  owner  employee  independent contractor.
- (ii) Registration No.: 3450
- (iii) County: SAN DIEGO

8.  **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

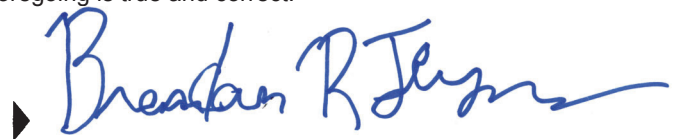
or

9.  **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: September 10, 2020

BRENDAN FLYNN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On September 11, 2020, I caused to be served the within document(s) described as:

**PROOF OF SERVICE OF SUMMONS**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 11, 2020, at Pasadena, California.

Cynthia Vivanco  
\_\_\_\_\_  
(Type or print name)

/s/Cynthia Vivanco  
\_\_\_\_\_  
(Signature)

**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

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**SERVICE LIST**

***Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.***  
***Superior Court of California, County of Los Angeles***  
***Case No.: 20STCV07492***

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# EXHIBIT L





PLAINTIFF/PETITIONER: VANESSA BRYANT, Individually, etc.; et al.	CASE NUMBER: 20STCV07492
DEFENDANT/RESPONDENT: ISLAND EXPRESS HELICOPTERS, INC.; etc. et al.	

5. c.  **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): \_\_\_\_\_ (2) from (city): \_\_\_\_\_
- (3)  with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4)  to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d.  **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (*specify*):
- c.  as occupant.
- d.  On behalf of (*specify*):

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. **Person who served papers**

- a. Name: Brendan Flynn, Ace Attorney Service, Inc.
- b. Address: 444 West C Street, Suite 410, San Diego, California 92101
- c. Telephone number: (619) 235-8400
- d. **The fee** for service was: \$ 106.75
- e. I am:

- (1)  not a registered California process server.
- (2)  exempt from registration under Business and Professions Code section 22350(b).
- (3)  a registered California process server:
- (i)  owner  employee  independent contractor.
- (ii) Registration No.: 3450
- (iii) County: SAN DIEGO

8.  **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9.  **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: September 10, 2020

BRENDAN FLYNN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On September 11, 2020, I caused to be served the within document(s) described as:

**PROOF OF SERVICE OF SUMMONS**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 11, 2020, at Pasadena, California.

_____ Cynthia Vivanco (Type or print name)	_____ <i>/s/Cynthia Vivanco</i> (Signature)
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**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, County of Los Angeles*  
*Case No.: 20STCV07492*

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**SERVICE LIST**

***Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.***  
***Superior Court of California, County of Los Angeles***  
***Case No.: 20STCV07492***

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17 Fax: (202) 616-4002

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19 UNITED STATES DISTRICT COURT

20 CENTRAL DISTRICT OF CALIFORNIA

21 VANESSA BRYANT, Individually, )  
22 and as Successor in Interest to KOBE )  
23 BRYANT, Deceased; VANESSA )  
24 BRYANT, as Successor in Interest to )  
25 GB, a minor, deceased; NB, a minor, by )  
26 her Natural Mother and Guardian Ad )  
27 Litem, VANESSA BRYANT; BB, a )  
28 minor, by her Natural Mother and )  
Guardian Ad Litem, VANESSA )  
BRYANT; and CB, a minor, by her )  
Natural Mother and Guardian Ad Litem, )  
VANESSA BRYANT; )

Plaintiffs, )

vs. )

Case No.:

**CERTIFICATION OF SCOPE OF  
EMPLOYMENT OF MATTHEW  
CONLEY**

1 ISLAND EXPRESS HELICOPTERS, )  
2 INC., a California Corporation; )  
3 ISLAND EXPRESS HOLDING )  
4 CORP., a California Corporation; and )  
5 DOE 1, as Personal representative of )  
6 and/or Successor in Interest to ARA )  
7 GEORGE ZOBAYAN, a California )  
8 resident, )

Defendants. )

9 ISLAND EXPRESS HELICOPTERS, )  
10 INC., a California Corporation; and )  
11 ISLAND EXPRESS HOLDING )  
12 CORP., a California Corporation, )

Cross-Complainants, )

13 vs. )

14 )  
15 KYLE LARSEN, Individually; )  
16 MATTHEW CONLEY, individually; )  
17 and ROES 1 through 50, )  
18 Cross-Defendants. )

19 CERTIFICATION OF SCOPE OF EMPLOYMENT

20 I, Barry F. Benson, Director, Aviation, Space and Admiralty Litigation,  
21 Torts Branch, Civil Division, United States Department of Justice, acting pursuant  
22 to 28 U.S.C. § 2679(d)(2), and by virtue of the authority vested in me by 28 C.F.R.  
23 § 15.4, certify that I have read the Cross-Complaint of Island Express Helicopters,  
24 Inc., and Island Express Holdings Corp., in the action filed in the Superior Court of  
25 the State of California, County of Los Angeles, Case No. 20STCV07492 (LEAD  
26 Case, related to cases 20STCV14963, 20STCV14973, and 20STCV17897),  
27  
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1 naming Matthew Conley as a Cross-Defendant in that action. I also have reviewed  
2 additional information regarding the allegations of the Cross-Complaint, including  
3 portions of the investigation conducted by the National Transportation Safety  
4 Board. On the basis of the information now available to me, I certify that Matthew  
5 Conley was acting within the scope of his employment with the Federal Aviation  
6 Administration, an agency of the United States, at the time of the incident out of  
7 which the claim alleged in Cross-Complainants' Cross-Complaint arose.  
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11 Dated: September 30, 2020



12  
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14 Barry F. Benson  
15 Director  
16 Aviation, Space and Admiralty Litigation  
17 Torts Branch, Civil Division  
18 U.S. Department of Justice  
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18 Attorneys for United States of  
19 America

20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA

22 VANESSA BRYANT, Individually, )  
23 and as Successor in Interest to KOBE )  
24 BRYANT, Deceased; VANESSA )  
25 BRYANT, as Successor in Interest to )  
26 GB, a minor, deceased; NB, a minor, by )  
27 her Natural Mother and Guardian Ad )  
28 Litem, VANESSA BRYANT; BB, a )  
minor, by her Natural Mother and )  
Guardian Ad Litem, VANESSA )  
BRYANT; and CB, a minor, by her )  
Natural Mother and Guardian Ad Litem, )  
VANESSA BRYANT; )

Plaintiffs, )

vs. )

Case No.:

**CERTIFICATION OF SCOPE OF  
EMPLOYMENT OF KYLE  
LARSEN**

1 ISLAND EXPRESS HELICOPTERS, )  
2 INC., a California Corporation; )  
3 ISLAND EXPRESS HOLDING )  
4 CORP., a California Corporation; and )  
5 DOE 1, as Personal representative of )  
6 and/or Successor in Interest to ARA )  
7 GEORGE ZOBAYAN, a California )  
8 resident, )  
9 Defendants. )

10 ISLAND EXPRESS HELICOPTERS, )  
11 INC., a California Corporation; and )  
12 ISLAND EXPRESS HOLDING )  
13 CORP., a California Corporation, )  
14 Cross-Complainants, )

15 vs. )  
16 KYLE LARSEN, Individually; )  
17 MATTHEW CONLEY, individually; )  
18 and ROES 1 through 50, )  
19 Cross-Defendants. )

20 CERTIFICATION OF SCOPE OF EMPLOYMENT

21 I, Barry F. Benson, Director, Aviation, Space and Admiralty Litigation,  
22 Torts Branch, Civil Division, United States Department of Justice, acting pursuant  
23 to 28 U.S.C. § 2679(d)(2), and by virtue of the authority vested in me by 28 C.F.R.  
24 § 15.4, certify that I have read the Cross-Complaint of Island Express Helicopters,  
25 Inc., and Island Express Holdings Corp., in the action filed in the Superior Court of  
26 the State of California, County of Los Angeles, Case No. 20STCV07492 (LEAD  
27  
28

1 Case, related to cases 20STCV14963, 20STCV14973, and 20STCV17897),  
2 naming Kyle Larsen as a Cross-Defendant in that action. I also have reviewed  
3 additional information regarding the allegations of the Cross-Complaint, including  
4 portions of the investigation conducted by the National Transportation Safety  
5 Board. On the basis of the information now available to me, I certify that Kyle  
6 Larsen was acting within the scope of his employment with the Federal Aviation  
7 Administration, an agency of the United States, at the time of the incident out of  
8 which the claim alleged in Cross-Complainants' Cross-Complaint arose.  
9  
10  
11

12 Dated: September 30, 2020

13  
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15 Barry F. Benson  
16 Director  
17 Aviation, Space and Admiralty Litigation  
18 Torts Branch, Civil Division  
19 U.S. Department of Justice  
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