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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NOV 04 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Guajalva Deputy
Cristina Guajalva

FSC: 04 / 20 / 2015 TRIAL: 05 / 04 / 2015 OSC: 11 / 04 / 2016

Attorneys for plaintiffs Mary Armstrong deGruy, Individually, and as the duly appointed Personal Co-Representative of the Estate of Michael V. deGruy, James Armstrong, Personal Co-Representative of the Estate of Michael V. deGruy, and Maxwell Verloin deGruy
[Additional Counsel Listed on Signature Page]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARY ARMSTRONG DEGRUY, individually,
as Guardian ad Litem for FRANCES
ARMSTRONG DEGRUY, a minor, and as the
duly appointed Personal Co-Administrator and
Personal Representative of the Estate of
MICHAEL V. DEGRUY, deceased; JAMES
ARMSTRONG, Co-Administrator and Personal
Representative of the Estate of Michael V.
deGruy; and MAXWELL VERLOIN DEGRUY,

CASE NO.: **BC526631**
**COMPLAINT FOR DAMAGES BASED
ON WRONGFUL DEATH AND
SURVIVAL CLAIMS**
JURY TRIAL DEMANDED

Plaintiffs,

vs.

ROBINSON HELICOPTER COMPANY, INC.;
GREAT WIGHT PRODUCTIONS PTY LTD;
Estate of ANDREW WIGHT, deceased;
LIGHTSTORM ENTERTAINMENT, INC.;
EARTHSHIP PRODUCTIONS; CAMERON
PACE GROUP; and DOES 1-100,

Defendants.

CIT/CASE #: BCE526631
LEA/DEF#:
RECEIPT #: CCH195707022
DATE PAID: 11/05/13 08:58 AM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

11 / 05 / 2013

1 Plaintiffs MARY ARMSTRONG DEGRUY, individually, as Guardian ad Litem for
2 FRANCES ARMSTRONG DEGRUY, a minor, and as the duly appointed Co-Administrator and
3 Personal Representative of the Estate of MICHAEL V. DEGRUY (the "Decedent"), JAMES
4 ARMSTRONG, Co-Administrator and Personal Representative of the Estate of MICHAEL V.
5 DEGRUY, and MAXWELL VERLOIN DEGRUY, allege as follows:
6

7 **I. SUMMARY OF THE ALLEGATIONS**

8 1. This action arises out of a helicopter crash and post-crash fire that occurred on
9 February 4, 2012 (the "Accident") near Jaspers Brush, Australia that claimed the life of Michael
10 deGruy. At the time of the crash, Michael deGruy was a passenger on board the Robinson R44
11 helicopter (the "Subject Helicopter") that was operated in furtherance of James Cameron's
12 "DeepSea Challenge" project. The helicopter crashed shortly after liftoff from Jaspers Brush
13 aerodrome, and a post-impact fire ensued that resulted in Michael deGruy's death. Plaintiffs
14 allege wrongful death and survival claims against the Defendants, who, among other things,
15 owned, operated, designed, manufactured, sold, tested, maintained, selected and/or entrusted the
16 subject helicopter and subject pilot.
17

18 **II. THE PARTIES**

19 2. Plaintiff MARY ARMSTRONG DEGRUY ("MIMI DEGRUY") is the widow of
20 MICHAEL V. DEGRUY and was duly appointed, together with JAMES ARMSTRONG, as Co-
21 Administrators and Personal Co-Representatives of the Estate of MICHAEL V. DEGRUY by the
22 Superior Court of California, County of Santa Barbara on or about April 17, 2013.
23

24 3. MIMI DEGRUY and MICHAEL V. DEGRUY had two children, FRANCES
25 ARMSTRONG DEGRUY, presently age 16 and MAXWELL VERLOIN DEGRUY, presently
26 age 20.
27

28 4. MIMI DEGRUY is also, or will be duly appointed, the Guardian ad Litem for

1 Michael deGruy's minor child, FRANCES ARMSTRONG DEGRUY.

2 5. MIMI DEGRUY and Frances Armstrong deGruy reside in Santa Barbara,
3 California. Plaintiff MAXWELL VERLOIN DEGRUY resides in Santa Barbara, California.

4 6. Plaintiff MIMI DEGRUY, individually and as Guardian ad Litem for Frances
5 Armstrong deGruy, and plaintiff Maxwell Verloin deGruy hereby assert wrongful death claims
6 for the death of Michael deGruy pursuant to Code of Civil Procedure section 377.60, et seq. In
7 addition, Plaintiffs Mimi deGruy and James Armstrong, as personal co-representatives of
8 Michael deGruy's estate, assert a survivor claim on behalf of the estate of Michael deGruy
9 pursuant to Code of Civil Procedure section 377.30, et seq.

10 7. Plaintiffs are informed and believe and thereon allege that defendant ROBINSON
11 HELICOPTER COMPANY, INC. ("Robinson") is a corporation or other legal entity organized
12 in the State of California and with a principal place of business in Torrance, California. Plaintiffs
13 are informed and believe that, at all relevant times herein mentioned, Robinson was in the
14 business of designing, manufacturing, supplying and selling helicopters, including the subject
15 helicopter and its component parts.

16 8. Plaintiffs are informed and believe and thereon allege that at all times herein
17 mentioned, defendant GREAT WIGHT PRODUCTIONS PTY LTD ("GWP") was and/or is a
18 production company based in New South Wales, Australia. On information and belief, GWP was
19 and/or is doing substantial business in and had contacts with the State of California sufficient for
20 this Court to exercise personal jurisdiction over it. Upon information and belief, GWP
21 specializes in 3D feature films and documentaries and was involved in the "DeepSea Challenge"
22 project.

23 9. Plaintiffs are informed and believe and thereon allege that at all times herein
24 mentioned, defendant ANDREW WIGHT was a principal of GWP. Wight was a citizen of and a
25

1 resident of Australia. At all times relevant herein, ANDREW WIGHT was the pilot in command
2 of the subject helicopter and otherwise was operating the subject helicopter. At all times relevant
3 herein, Wight was doing substantial business in and had contacts with the State of California
4 sufficient for this Court to exercise jurisdiction over his Estate. On information and belief, the
5 Estate of Andrew Wight will be opened in Los Angeles County. The claims asserted herein
6 against the Estate of Wight are being brought pursuant to, *inter alia*, Probate Code section 550 *et*
7 *seq.*

8
9 10. Plaintiffs are informed and believe and thereon allege that defendant
10 LIGHTSTORM ENTERTAINMENT, INC. ("Lightstorm") is a production company based in
11 Manhattan Beach, California. Upon information and belief, Lightstorm was involved in the
12 production of the film "DeepSea Challenge" and, among other things, selected, controlled and/or
13 directed the use of the subject helicopter and subject pilot.

14
15 11. Plaintiffs are informed and believe and thereon allege that defendant EARTHSHIP
16 PRODUCTIONS ("Earthship") is a production company based in Encino, California. Upon
17 information and belief, Earthship specializes in documentary films and was involved in the
18 production of the film "DeepSea Challenge" and, among other things, selected, controlled and/or
19 directed the use of the subject helicopter and subject pilot.

20
21 12. Plaintiffs are informed and believe and thereon allege that defendant CAMERON
22 PACE GROUP is a production company based in Burbank, California. Upon information and
23 belief, Cameron Pace Group was involved in the production of the feature film "DeepSea
24 Challenge" and, among other things, selected, controlled and/or directed the use of the subject
25 helicopter and subject pilot.

26
27 13. Plaintiffs are unaware of the true names or capacities, whether individual,
28 corporate, associate, or otherwise, of defendants sued herein as Does 1 through 100, inclusive,

1 and therefore sue these defendants by such fictitious names. Plaintiffs are informed and believe
2 that each of the Doe defendants was in some manner legally responsible for the damages alleged
3 below that were the legal or proximate cause of the death of Michael deGruy. Plaintiffs will seek
4 leave of the Court to amend this complaint to allege the true names and capacities of these
5 defendants, along with appropriate charging allegations, when plaintiffs ascertain their identities.

6 14. The defendants described in paragraphs 4 through 13 will be collectively and
7 individually referred to herein as "Defendants." On information and belief, each of the
8 Defendants was the agent, employee, employer, partner, member, manager, principal or
9 controlling entity of the other Defendants, and in doing the things hereinafter alleged, was acting
10 within the course and scope of such agency, employment, partnership, joint venture, membership,
11 management or control with the requisite knowledge and consent of the other Defendants, and at
12 all times all employees and agents of Defendants acted with the advanced knowledge,
13 authorization or under the direction or with ratification of individuals who had the ability to bind
14 the entities. Plaintiffs further allege that Defendants, and each of them, authorized all of the
15 conduct, acts, and omissions as alleged, had both actual and constructive notice of said conduct,
16 acts and omissions, and ratified the conduct, acts or omissions of every other Defendant.

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19 **III. JURISDICTION AND VENUE**

20 15. The amount in controversy is in excess of the jurisdictional minimum of this
21 Court.

22 16. This Court has subject matter jurisdiction over all causes of action asserted herein
23 pursuant to the California Constitution, Article VI, Section 10, and by virtue of Defendants'
24 violations of California law.

25
26 17. This Court has personal jurisdiction over all causes of action asserted herein
27 because defendants Robinson, Lightstorm, Earthship and Cameron Pace Group are California
28

1 residents. In addition, upon information and belief, defendants Andrew Wight and GWP have
2 maintained systematic and continuous contacts with California including, but not limited to,
3 Wight's management positions in California defendant companies Earthship and Cameron Pace
4 Group, Wight's frequent business travel to California, over the course of several years, on behalf
5 of GWP, Wight's extensive work through GWP's on the DeepSea Challenge project in
6 California, and contracts entered into in California by Wight on behalf of GWP..

7
8 18. Venue is proper in Los Angeles County because defendants Robinson, Lightstorm,
9 Earthship and Cameron Pace Group are residents of Los Angeles County, defendants' liability
10 arose in, among other places, Los Angeles County, and many of the acts, omissions and
11 transactions complained of herein occurred in this County.

12 **IV. FACTS COMMON TO ALL CAUSES OF ACTION**

13 19. The "DeepSea Challenge," is a project spearheaded, controlled and supervised by
14 director James Cameron and his related companies, Lightstorm, Earthship and Cameron Pace
15 Group (hereinafter collectively "the Cameron Defendants"). The project involved a 24-ft. deep-
16 diving submersible, the "DeepSea Challenger", designed to reach the bottom of Challenger Deep,
17 the deepest point on Earth.

18
19 20. Upon information and belief, it was decided and agreed to in California that the
20 "DeepSea Challenge" project would be chronicled and filmed in 3D for the theatrical release of a
21 feature-length documentary film. It was during the filming of this project that Michael Degruy
22 tragically lost his life.

23 21. GWP through ANDREW WIGHT had a longstanding business relationship with
24 James Cameron and the Cameron Defendants, centered in California.

25
26 22. Upon information and belief, Defendant GWP contracted with the Cameron
27 Defendants, and/or each of them in California, to provide production services related to the
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1 "DeepSea Challenge" project.

2 23. Michael deGruy was asked, among other things, to provide photography,
3 including aerial and underwater photography, and/or consulting services for the "DeepSea
4 Challenge," and entered into a contract with the Cameron Defendants, and each of them,
5 ANDREW WIGHT, and/or GWP, in California, to perform work related to the "DeepSea
6 Challenge" project.

7 24. On or before February 4, 2012 the Cameron Defendants and/or GWP decided to
8 use a Robinson R44 helicopter, registration VH-COK, serial number 10421 (the "subject
9 helicopter") and ANDREW WIGHT as the pilot to conduct aerial photography related to the
10 "DeepSea Challenge" project.

11 25. The subject helicopter was owned and operated by defendant GWP and the pilot in
12 command was ANDREW WIGHT, a principal of GWP.

13 26. On or about February 4, 2012, Michael deGruy and pilot Andrew Wight were
14 standing by at the Jaspers Brush aerodrome in New South Wales, Australia, waiting for the
15 directive from James Cameron and/or other Cameron Defendants personnel to lift off in the
16 subject helicopter in order to conduct aerial photography related to the "DeepSea Challenge"
17 project.

18 27. Upon information and belief, on or about February 4, 2012, the directive to launch
19 was given to pilot ANDREW WIGHT by James Cameron and/or other Cameron Defendants
20 personnel and Michael deGruy boarded the subject helicopter to fly to Jervis Bay, where he was
21 going to film the launch of the DeepSea Challenge submersible vehicle and conduct aerial
22 photography. The flight was to last less than 15 minutes and was going to be conducted under
23 visual flight rules.

24 28. As the subject helicopter prepared for take-off, Michael deGruy was seated in the
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1 right rear seat and held a portable stereo camera. The right rear door of the helicopter had been
2 removed prior to the subject flight in order to facilitate the filming of the "DeepSea Challenge".

3 29. At about 3:30 P.M. local time, Cameron Defendants personnel on the ship in
4 Jervis Bay, from which the submersible vehicle was to launch, sent a telephone message to
5 Andrew Wight informing him that he should proceed to Jervis Bay so that filming could
6 commence.

7 30. At about 3:35 P.M., Andrew Wight lifted off the helicopter. A few seconds later,
8 as the helicopter hovered just 10 feet above ground, Andrew Wight, sitting in the front right seat,
9 noticed that his side door was open and reached with his hand to close it. In doing this, he lost
10 control of the helicopter and it began to pitch up so that the tail skid contacted the ground, then
11 pitched forward and to the right so that the main rotor blades struck the ground.
12

13 31. As the subject helicopter's main rotor blades contacted the ground, the
14 helicopter's transmission housing fractured, causing the helicopter's aluminum fuel tanks, which
15 were located immediately adjacent to the transmission housing, to rupture. As the helicopter's
16 fuel tank ruptured, fuel spilled rapidly into the cabin and cockpit. At the same time that the fuel
17 tanks ruptured and fuel began to escape from the tanks, a spark ignited the fuel and fire consumed
18 the cabin and cockpit. The fire ignited and propagated even before the cabin and cockpit came to
19 rest on the ground.
20

21 32. Despite the immediate attempts of bystanders to put out the post-impact fire, it
22 proved fatal to Michael deGruy, who was burned alive.

23 33. Andrew Wight also died in the post-impact fire.

24 34. Upon information and belief, defendant Robinson has long known of the
25 propensity of its helicopters' aluminum fuel tanks to rupture on impact and to cause potentially
26 fatal fires, yet it failed to correct or repair these known defects by incorporating known post-crash
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1 fire resistant technology that had been available for decades.

2 35. Upon information and belief, defendant Robinson is and was at the time of the
3 subject incident aware of multiple other reported crashes, accidents or incidents involving the
4 breach of aluminum fuel tanks located adjacent to the transmission housing in its helicopters, yet
5 it negligently, recklessly, willfully and deliberately failed to avoid the potentially deadly safety
6 risks, including the risk of post-crash fire, by failing to take available measures to correct the
7 defect in the fuel tanks. As Robinson explicitly acknowledged in a safety notice back in 2006,
8 “[t]here have been a number of cases where helicopter or light plane occupants have survived an
9 accident only to be severely burned by fire following the accident.” (See Exhibit A, Robinson
10 Safety Notice SN-40, Jul. 2006.)

12 36. The acts and omissions of defendant Robinson constitute malice as that term is
13 defined by law. Robinson’s acts and omissions were carried out with a willful and conscious
14 disregard of the rights or safety of others, including Michael deGruy.

15 37. Upon information and belief, on or around February 4, 2012, defendant Robinson
16 was aware that its R44-model helicopters were not crashworthy and that their design posed a risk
17 of severe injury and/or death in the event of an otherwise survivable crash, even one from a
18 height of a mere 10 feet, as that of the subject helicopter.

20 **V. CLAIMS FOR RELIEF**

21 **FIRST CAUSE OF ACTION**

22 **(For Wrongful Death Based on Strict Products Liability, by Mimi deGruy**
23 **Individually and as Guardian Ad Litem for Frances Armstrong deGruy, and by**
24 **Maxwell Verloin deGruy Against Defendant ROBINSON, and DOES 1-50)**

25 38. Plaintiffs Mimi deGruy Individually and as Guardian Ad Litem for Frances
26 Armstrong deGruy, and by Maxwell Verloin deGruy (collectively and individually referred to as
27 the “Successors in Interest”) reallege and incorporate herein by reference paragraphs 1 through
28 37 as if fully set forth herein.

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1 39. The Successors in Interest are informed and believe and thereon allege that at all
2 relevant times Defendant Robinson and Does 1-50 were engaged in manufacturing, designing,
3 assembling, installing, testing, distributing, supplying and/or selling of helicopters and helicopter
4 parts, including the aluminum fuel tanks, for use by members of the general public, and as a part
5 of their business, they manufactured, designed, assembled, installed, tested, distributed, supplied
6 and/or sold the subject helicopter and its component parts.

7
8 40. At all times herein mentioned, the subject helicopter and its component parts,
9 including the aluminum fuel tanks, were being operated and used for the purpose and in the
10 manner for which they were designed, manufactured, assembled, tested, inspected, serviced,
11 distributed, sold and intended to be used, and in a manner foreseeable to defendant and for which
12 adequate and safe instructions, manuals and warnings were required to be issued.

13 41. At all times herein mentioned, the subject helicopter and its component parts,
14 including the fuel tanks, were unreasonably dangerous, not suitable for their intended purpose,
15 and unsafe by reason of Robinson's and Does 1-50's defective design, manufacture, assembly,
16 testing and/or warnings and instructions.

17
18 42. Defendants Robinson and Does 1-50 knew or should have known that their R-44
19 model helicopters were not crashworthy and that their design posed a risk of severe injury and/or
20 death in the event of a crash.

21 43. Defendants Robinson and Does 1-50 also knew or should have known that these
22 defects and unreasonable dangers were not readily recognizable to an ordinary person such as
23 Michael deGruy.

24 44. As a direct and proximate result of the foregoing, the subject helicopter burst into
25 flames upon contact with terrain, causing Michael deGruy to suffer grave and fatal injuries.

26 45. As a result of Michael deGruy's death, his Successors in Interest sustained
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1 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
2 support, services, care, comfort, affection, moral support, and solace.

3 46. As a further direct result of Michael deGruy's death, his Successors in Interest
4 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
5 determined at trial.

6 **SECOND CAUSE OF ACTION**

7 **(For Wrongful Death Based on Negligence, by Mimi deGruy Individually and as**
8 **Guardian Ad Litem for Frances Armstrong deGruy, and by Maxwell Verloin**
9 **deGruy Against Defendant ROBINSON, and DOES 1-50)**

10 47. The Successors in Interest reallege and incorporate herein by reference each and
11 every allegation and statement contained in paragraphs 1 through 37 as if fully set forth herein.

12 48. Defendant Robinson and Does 1-50 owed Decedent a duty to ensure that the
13 helicopter and its component parts were adequately designed, manufactured, tested, installed
14 and/or assembled, and that it was crashworthy and fit and safe for the purposes for which it was
15 intended and used and for all foreseeable uses. Additionally, they owed a duty to provide
16 adequate warnings and instructions regarding the helicopter and its component parts.

17 49. Defendants Robinson and Does 1-50 knew or should have known through the
18 exercises of ordinary diligence that the helicopter and its component parts was unreasonably
19 designed, manufactured, tested, installed, and/or assembled and that the helicopter was not
20 crashworthy and was otherwise unsafe in such a way as to pose the risk of serious injury and
21 death.

22 50. Defendants Robinson and Does 1-50 failed to exercise ordinary care and breached
23 their duty by, among other things: (i) failing to use due care in the design, manufacture,
24 distribution, assembly, installation and/or testing of the helicopter, including its component parts;
25 and/or (ii) failing to provide adequate instructions and warnings, including warning of the
26 unreasonable dangers and risk of fire in case of a crash; and/or (iii) failing to ensure that the
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1 helicopter was crashworthy.

2 51. As a direct and proximate result of the breach of duty by Defendants Robinson
3 and Does 1-50, the subject helicopter burst into flames upon contact with terrain, causing
4 Michael deGruy to suffer grave and fatal injuries.

5 52. As a result of Michael deGruy's death, his Successors in Interest sustained
6 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
7 support, services, care, comfort, affection, moral support, and solace.

8 53. As a further direct result of Michael deGruy's death, his Successors in Interest
9 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
10 determined at trial.

11
12 **THIRD CAUSE OF ACTION**

13 **(For Wrongful Death Based on Breach of Warranty, by Mimi deGruy Individually**
14 **and as Guardian Ad Litem for Frances Armstrong deGruy, and by Maxwell Verloin**
15 **deGruy Against Defendant ROBINSON, and DOES 1-50)**

16 54. The Successors in Interest reallege and incorporate herein by reference each and
17 every allegation and statement contained in the paragraphs paragraphs 1 through 37 as if fully
18 set forth herein.

19 55. At all times relevant hereto, Defendants Robinson, and Does 1-50 expressly and
20 impliedly warranted and represented that the helicopter and its component parts were of
21 merchantable quality, crashworthy, fit and safe for the purposes for which they were designed,
22 manufactured, assembled, inspected, tested, marketed, distributed, sold, serviced, repaired,
23 maintained, intended and used and for all foreseeable uses, and they further warranted that the
24 helicopter and its component parts were free from all defects.

25 56. Defendants Robinson and Does 1-50 breached said warranties in that the
26 helicopter and/or its component parts were not of merchantable quality, crashworthy, or fit and
27 safe for the purposes for which they were designed, manufactured, assembled, inspected, tested,
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1 marketed, distributed, sold, serviced, repaired, maintained, intended and used and for all
2 foreseeable uses, and further were not free from all material defects.

3 57. As a result of the foregoing, the subject helicopter burst into flames upon contact
4 with terrain, causing Michael deGruy to suffer grave and fatal injuries.

5 58. As a result of Michael deGruy's death, his Successors in Interest sustained
6 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
7 support, services, care, comfort, affection, moral support, and solace.

8 59. As a further direct result of Michael deGruy's death, his Successors in Interest
9 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
10 determined at trial.

11 **FOURTH CAUSE OF ACTION**

12 **(For Survival Claims Based on Strict Products Liability, by Mimi deGruy and James**
13 **Armstrong as the duly appointed Personal Co-Representatives of the Estate of**
14 **Decedent Michael V. deGruy, Against Defendant ROBINSON and DOES 1-50)**

15 60. Mimi deGruy and James Armstrong, in their capacity as the duly appointed Co-
16 Administrators and Personal Co-Representatives of the Estate of Decedent Michael V. deGruy
17 (collectively, the "Personal Representatives"), reallege and incorporate herein by reference each
18 and every allegation and statement contained in paragraphs 1 through 37 as if fully set forth
19 herein.
20

21 61. The Personal Representatives are informed and believe and thereon alleges that at
22 all relevant times Defendant Robinson and Does 1-50 were engaged in designing, manufacturing,
23 assembling, installing, testing, distributing, supplying and/or selling of helicopters and helicopter
24 parts, including the aluminum fuel tanks, for use by members of the general public, and as a part
25 of their business, they manufactured, designed, assembled, installed, tested, distributed, supplied
26 and/or sold the subject helicopter and its component parts.
27

28 62. At all times herein mentioned, the subject helicopter and its component parts,

1 including the aluminum fuel tanks, were being operated and used for the purpose and in the
2 manner for which they were designed, manufactured, assembled, tested, inspected, serviced,
3 distributed, sold and intended to be used, and in a manner foreseeable to defendant and for which
4 adequate and safe instructions, manuals and warnings were required to be issued.

5 63. At all times herein mentioned, the subject helicopter and its component parts,
6 including the fuel tanks, were unreasonably dangerous, not suitable for their intended purpose,
7 and unsafe by reason of Robinson's and Does 1-50's defective design, manufacture, assembly,
8 testing and/or warnings and instructions.
9

10 64. As a direct and proximate result of the foregoing, the subject helicopter burst into
11 flames upon contact with terrain, causing Michael deGruy to suffer personal injury, pain and
12 suffering, property loss and grave and fatal injuries.

13 65. Pursuant to Code of Civil Procedure section 377.34, the Personal Representatives
14 are seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
15 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
16 damages that Michael deGruy would have been entitled to recover had he lived.
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18 66. Defendants Robinson and Does 1-50 knew or should have known that its R-44
19 model helicopters were not crashworthy and that their design posed a risk of severe injury and/or
20 death in the event of a crash.

21 67. Defendants Robinson and Does 1-50 also knew or should have known that these
22 defects and unreasonable dangers were not readily recognizable to an ordinary person such as
23 Michael deGruy.
24

25 68. Despite being aware of multiple incidents involving deadly post-crash fires,
26 Robinson and Does 1-50 persisted in willfully and consciously disregarding the rights and safety
27 of its helicopters' occupants by continuing to subject them to the catastrophic risk of post-impact
28

1 fires.

2 69. The acts and omissions of defendant Robinson and Does 1-50 constitute fraud,
3 oppression, or malice. Their acts and omissions were carried out with a willful and conscious
4 disregard of the rights or safety of others, including Michael deGruy. Personal Representatives
5 are, by reason thereof, entitled to recover punitive and exemplary damages in an amount
6 sufficient to punish and to make an example of Robinson and Does 1-50.

7 70. On information and belief, Robinson and Does 1-50 engaged in the wrongful
8 conduct described herein, by acting through, and with authority, consent, ratification and
9 approval of, their senior level management and officers, and policymakers.
10

11 **FIFTH CAUSE OF ACTION**

12 **(For Survival Claims Based on Negligence, by Mimi deGruy and James Armstrong**
13 **as the duly appointed Personal Co-Representatives of the Estate of Decedent**
14 **Michael V. deGruy, Against Defendant ROBINSON, and DOES 1-50)**

15 71. Personal Representatives reallege and incorporate herein by reference each and
16 every allegation and statement contained in paragraphs 1 through 37 as if fully set forth herein.

17 72. Defendant Robinson and Does 1-50 owed Decedent a duty to ensure that the
18 helicopter and its component parts were adequately designed, manufactured, tested, installed
19 and/or assembled, and that it was crashworthy and fit and safe for the purposes for which it was
20 intended and used and for all foreseeable uses. Additionally, they owed a duty to provide
21 adequate warnings and instructions regarding the helicopter and its component parts.
22

23 73. Defendants Robinson and Does 1-50 knew or should have known through the
24 exercises of ordinary diligence that the helicopter and its component parts was unreasonably
25 designed, manufactured, tested, installed, and/or assembled and that the helicopter was not
26 crashworthy and was otherwise unsafe in such a way as to pose the risk of serious injury and
27 death.
28

1 74. Defendants Robinson and Does 1-50 failed to exercise ordinary care and breached
2 their duty by, among other things: (i) failing to use due care in the design, manufacture,
3 distribution, assembly, installation and/or testing of the helicopter, including its component parts;
4 and/or (ii) failing to provide adequate instructions and warnings, including warning of the
5 unreasonable dangers and risk of fire in case of a crash; and/or (iii) failing to ensure that the
6 helicopter was crashworthy.

7
8 75. Defendants Robinson and Does 1-50 were aware that its R-44 model helicopters
9 were not crashworthy because they were equipped with aluminum fuel tanks that are prone to
10 post-impact fires and pose an extreme risk of serious injury and death to a helicopter's occupants.

11 76. Defendants Robinson and Does 1-50 also knew or should have known that these
12 defects and unreasonable dangers were not readily recognizable to an ordinary person such as
13 Michael deGruy.

14 77. As a direct and proximate result of the foregoing, the subject helicopter burst into
15 flames upon contact with terrain, causing Michael deGruy to suffer personal injury, pain and
16 suffering, property loss and grave and fatal injuries.

17
18 78. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
19 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
20 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
21 damages that Michael deGruy would have been entitled to recover had he lived.

22 79. Defendants Robinson and Does 1-50 knew or should have known that its R-44
23 model helicopters were not crashworthy and that their design posed a risk of severe injury and/or
24 death in the event of a crash.

25
26 80. Defendants Robinson and Does 1-50 also knew or should have known that these
27 defects and unreasonable dangers were not readily recognizable to an ordinary person such as
28

1 Michael deGruy.

2 81. Despite being aware of multiple incidents involving deadly post-crash fires,
3 Robinson and Does 1-50 persisted in willfully and consciously disregarding the rights and safety
4 of its helicopters' occupants by continuing to subject them to the catastrophic risk of post-impact
5 fires.

6 82. The acts and omissions of defendant Robinson and Does 1-50 constitute fraud,
7 oppression, or malice. Their acts and omissions were carried out with a willful and conscious
8 disregard of the rights or safety of others, including Michael deGruy. Personal Representatives
9 are, by reason thereof, entitled to recover punitive and exemplary damages in an amount
10 sufficient to punish and to make an example of Robinson and Does 1-50.

11 83. On information and belief, Robinson and Does 1-50 engaged in the wrongful
12 conduct described herein, by acting through, and with authority, consent, ratification and
13 approval of, their senior level management and officers, and policymakers.
14

15
16 **SIXTH CAUSE OF ACTION**

17 **(For Survival Claims Based on Breach of Warranty by Mimi deGruy and James**
18 **Armstrong as the duly appointed Personal Co-Representatives of the Estate of**
19 **Decedent Michael V. deGruy, Against Defendant ROBINSON and DOES 1-50)**

20 84. Personal Representatives reallege and incorporates herein by reference each and
21 every allegation and statement contained in the paragraphs paragraphs 1 through 37 as if fully set
22 forth herein.

23 85. At all times relevant hereto, Defendants Robinson, and Does 1-50 expressly and
24 impliedly warranted and represented that the Helicopter and its component parts were of
25 merchantable quality, crashworthy, fit and safe for the purposes for which they were designed,
26 manufactured, assembled, inspected, tested, marketed, distributed, sold, serviced, repaired,
27 maintained, intended and used and for all foreseeable uses, and they further warranted that the
28

1 Helicopter and its component parts were free from all defects.

2 86. Defendants Robinson and Does 1-50 breached said warranties in that the
3 helicopter and/or its component parts were not of merchantable quality, crashworthy, or fit and
4 safe for the purposes for which they were designed, manufactured, assembled, inspected, tested,
5 marketed, distributed, sold, serviced, repaired, maintained, intended and used and for all
6 foreseeable uses and further were not free from all material defects.

7 87. Defendants Robinson and Does 1-50 were aware that its R-44 model helicopters
8 were not crashworthy because they were equipped with aluminum fuel tanks that are prone to
9 post-impact fires and pose an extreme risk of serious injury and death to a helicopter's occupants.
10

11 88. Defendants Robinson and Does 1-50 also knew or should have known that these
12 defects and unreasonable dangers were not readily recognizable to an ordinary person such as
13 Michael deGruy.

14 89. As a direct and proximate result of the foregoing, the subject helicopter burst into
15 flames upon contact with terrain, causing Michael deGruy to suffer personal injury, pain and
16 suffering, property loss and grave and fatal injuries.
17

18 90. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
19 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
20 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
21 damages that Michael deGruy would have been entitled to recover had he lived.

22 91. Defendants Robinson and Does 1-50 knew or should have known that its R-44
23 model helicopters were not crashworthy and that their design posed a risk of severe injury and/or
24 death in the event of a crash.
25

26 92. Defendants Robinson and Does 1-50 also knew or should have known that these
27 defects and unreasonable dangers were not readily recognizable to an ordinary person such as
28

1 Michael deGruy.

2 93. Despite being aware of multiple incidents involving deadly post-crash fires,
3 Robinson and Does 1-50 persisted in willfully and consciously disregarding the rights and safety
4 of its helicopters' occupants by continuing to subject them to the catastrophic risk of post-impact
5 fires.

6 94. The acts and omissions of defendant Robinson and Does 1-50 constitute fraud,
7 oppression, or malice. Their acts and omissions were carried out with a willful and conscious
8 disregard of the rights or safety of others, including Michael deGruy. Personal Representatives
9 are, by reason thereof, entitled to recover punitive and exemplary damages in an amount
10 sufficient to punish and to make an example of Robinson and Does 1-50.
11

12 95. On information and belief, Robinson and Does 1-50 engaged in the wrongful
13 conduct described herein, by acting through, and with authority, consent, ratification and
14 approval of, their senior level management and officers, and policymakers.
15

16 **SEVENTH CAUSE OF ACTION**

17 **(For Wrongful Death Based on Negligence, by Mimi deGruy Individually and as**
18 **Guardian Ad Litem for Frances Armstrong deGruy, and by Maxwell Verloin**
19 **deGruy Against Defendant GWP)**

20 96. The Successors in Interest reallege and incorporate herein by reference each and
21 every allegation and statement contained in the paragraphs 1 through 37 as if fully set forth
22 herein.

23 97. Defendant GWP owed a duty to Michael deGruy to ensure that the subject
24 helicopter was operated in a safe and reasonable manner, including the selection and dispatch of a
25 pilot who would exercise reasonable care, judgment and skill in all aspects of its operation, the
26 selection of a suitable helicopter for the flight, understanding the limitations of the pilot and
27 helicopter, and exercising judgment in flight planning.
28

1 98. Defendant GWP breached its duty of care through its choice of helicopter that was
2 not crashworthy and through its principal, Andrew Wight, who failed to exercise reasonable care,
3 good judgment and skill when piloting the helicopter in a careless, reckless and dangerous
4 manner that resulted in a loss of control of the subject helicopter and caused it to crash.

5 Defendant GWP:

- 6 a. Negligently operated the subject helicopter in an unsafe and dangerous manner;
7
8 b. Negligently failed to operate the subject helicopter with due care and caution in
9 accordance with applicable procedures and safe practices;
10 c. Negligently failed to properly and adequately select and provide a suitable, safe and
11 airworthy helicopter for the subject flight;
12 d. Negligently failed to properly select, hire, train and supervise the pilot to ensure the
13 safe and proper operation of the subject helicopter.
14 e. Negligently entrusted Andrew Wight with the operation of the subject helicopter while
15 GWP knew or should have known that he was incompetent or unfit to fly it.
16
17 f. Was otherwise negligent in the selection, hiring, retention, supervision, training,
18 oversight and control of its agents, servants, contractors and employees in a manner reasonably
19 calculated to ensure that the subject helicopter was crashworthy and that the pilot was capable of
20 safely and properly operating the subject aircraft.

21 99. The injuries sustained by Michael deGruy were a direct and proximate result of
22 Wight's careless and reckless piloting conduct.

23 100. As a result of Michael deGruy's death, his Successors in Interest sustained
24 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
25 support, services, care, comfort, affection, moral support, and solace.
26

27 101. As a further direct result of Michael deGruy's death, his Successors in Interest
28

1 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
2 determined at trial.

3
4 **EIGHTH CAUSE OF ACTION**

5 **(For Survival Claims Based on Negligence, by Mimi deGruy and James Armstrong**
6 **as the duly appointed Personal Co-Representatives of the Estate of Decedent**
7 **Michael V. deGruy, Against Defendant GWP)**

8 102. The Personal Representatives reallege and incorporate herein by reference each
9 and every allegation and statement contained in paragraphs 1 through 37 as if fully set forth
10 herein.

11 103. Defendant GWP owed a duty to Michael deGruy to ensure that the subject
12 helicopter was operated in a safe and reasonable manner, including the selection and dispatch of a
13 pilot who would exercise reasonable care, judgment and skill in all aspects of its operation, the
14 selection of a suitable helicopter for the flight, understanding the limitations of the pilot and
15 helicopter, and exercising judgment in flight planning.

16 104. Defendant GWP breached its duty of care through its choice of helicopter that was
17 not crashworthy and through its principal, Andrew Wight, who failed to exercise reasonable care,
18 good judgment and skill when piloting the helicopter in a careless, reckless and dangerous
19 manner that resulted in a loss of control of the subject helicopter and caused it to crash.

20 Defendant GWP:

- 21
- 22 a. Negligently operated the subject helicopter in an unsafe and dangerous manner;
 - 23 b. Negligently failed to operate the subject helicopter with due care and caution in
24 accordance with applicable procedures and safe practices;
 - 25 c. Negligently failed to properly and adequately select and provide a suitable, safe and
26 airworthy helicopter for the subject flight;
 - 27 d. Negligently failed to properly select, hire, train and supervise the pilot to ensure the
28

1 safe and proper operation of the subject helicopter.

2 e. Negligently entrusted Andrew Wight with the operation of the subject helicopter while
3 GWP knew or should have known that he was incompetent or unfit to fly it.

4 f. Was otherwise negligent in the selection, hiring, retention, supervision, training,
5 oversight and control of its agents, servants, contractors and employees in a manner reasonably
6 calculated to ensure that the subject helicopter was crashworthy and that the pilot was capable of
7 safely and properly operating the subject aircraft.

8
9 105. As a direct and proximate result of the foregoing, the subject helicopter crashed,
10 causing Michael deGruy to suffer personal injury, pain and suffering, property loss and grave and
11 fatal injuries.

12 106. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
13 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
14 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
15 damages that Michael deGruy would have been entitled to recover had he lived.

16
17 107. Defendant GWP knew or should have known that Andrew Wight was incompetent
18 or unfit to fly the subject helicopter.

19 108. Defendant GWP also knew or should have known that the subject helicopter was
20 not crashworthy and that its design posed a risk of severe injury and/or death in the event of a
21 crash.

22 109. Nevertheless, GWP willfully and consciously disregarded the rights and safety of
23 Michael deGruy by subjecting him to the catastrophic risk of post-impact fires.

24
25 110. The acts and omissions of defendant GWP constitute fraud, oppression, or malice.
26 Its acts and omissions were carried out with a willful and conscious disregard of the rights or
27 safety of others, including Michael deGruy. Personal Representatives are, by reason thereof,
28

1 entitled to recover punitive and exemplary damages in an amount sufficient to punish and to
2 make an example of GWP.

3
4 **NINTH CAUSE OF ACTION**

5 **(For Wrongful Death Based on Negligence, by Mimi deGruy Individually and as**
6 **Guardian Ad Litem for Frances Armstrong deGruy, and by Maxwell Verloin**
7 **deGruy Against Defendant Estate of ANDREW WIGHT)**

8 111. The Successors in Interest reallege and incorporate herein by reference each and
9 every allegation and statement contained in paragraphs paragraphs 1 through 37 above as if fully
10 set forth herein.

11 112. At all relevant times herein, defendant Andrew Wight, as the pilot-in-command of
12 the subject helicopter, had a duty to ensure that he would operate the subject helicopter in a safe
13 and reasonable manner.

14 113. Defendant Wight breached his duty and failed to exercise reasonable care, good
15 judgment and skill in piloting the subject helicopter, causing it to crash. Defendant Wight:

16 a. Negligently operated the subject helicopter in an unsafe and dangerous manner.

17 b. Negligently failed to operate the subject helicopter with due care and caution in
18 accordance with applicable procedures and safe practices;

19 c. Negligently failed to properly and adequately select and provide a suitable, safe and
20 crashworthy helicopter for the subject flight;

21
22 114. The injuries sustained by Michael deGruy were a direct and proximate cause and
23 result of Wight's careless and reckless piloting conduct.

24 115. As a result of Michael deGruy's death, his Successors in Interest sustained
25 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
26 support, services, care, comfort, affection, moral support, and solace.

27 116. As a further direct result of Michael deGruy's death, his Successors in Interest
28

1 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
2 determined at trial.

3 **TENTH CAUSE OF ACTION**

4 **(For Survival Claims Based on Negligence, by Mimi deGruy and James Armstrong**
5 **as the duly appointed Personal Co-Representatives of the Estate of Decedent**
6 **Michael V. deGruy, Against Defendant Estate of ANDREW WIGHT)**

7 117. The Personal Representatives reallege and incorporate herein by reference each
8 and every allegation and statement contained in paragraphs 1 through 37 above as if fully set
9 forth herein.

10 118. At all relevant times herein, defendant Andrew Wight, as the pilot-in-command of
11 the subject helicopter, had a duty to ensure that he would operate the subject helicopter in a safe
12 and reasonable manner.

13 119. Defendant Wight breached his duty and failed to exercise reasonable care, good
14 judgment and skill in piloting the subject helicopter, causing it to crash. Defendant Wight:

15 a. Negligently operated the subject helicopter in an unsafe and dangerous manner;

16 b. Negligently failed to operate the subject helicopter with due care and caution in
17 accordance with applicable procedures and safe practices;

18 c. Negligently failed to properly and adequately select and provide a suitable, safe and
19 crashworthy helicopter for the subject flight;

20
21
22 120: As a direct and proximate result of Wight's careless and reckless piloting conduct,
23 the subject helicopter crashed, causing Michael deGruy to suffer personal injury, pain and
24 suffering, property loss and grave and fatal injuries.

25 121. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
26 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
27 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
28

1 damages that Michael deGruy would have been entitled to recover had he lived.

2 122. Defendant Wight knew or should have known that he was incompetent or unfit to
3 fly the subject helicopter.

4 123. Nevertheless, Wight willfully and consciously disregarded the rights and safety of
5 Michael deGruy by subjecting him to the risk of a crash.

6 124. The acts and omissions of defendant Wight constitute fraud, oppression, or malice.
7 His acts and omissions were carried out with a willful and conscious disregard of the rights or
8 safety of others, including Michael deGruy. Personal Representatives are, by reason thereof,
9 entitled to recover punitive and exemplary damages in an amount sufficient to punish and to
10 make an example of Wight.
11

12 **ELEVENTH CAUSE OF ACTION**

13 **(For Wrongful Death Based on Negligence, by Mimi deGruy Individually and as**
14 **Guardian Ad Litem for Frances Armstrong deGruy, and by Maxwell Verloin**
15 **deGruy Against CAMERON DEFENDANTS and DOES 51-100)**

16 125. The Successors in Interest reallege and incorporate herein by reference each and
17 every allegation and statement contained in paragraphs 1 through 37 above as if fully set forth
18 herein.

19 126. On information and belief, at all relevant times, GWP, Andrew Wight, and Does
20 51-75, were the agents, joint-venture partners, servants, contractors and/or employees of the
21 Cameron Defendants and Does 76-100. On information and belief, at all relevant times, the
22 Cameron Defendants had the right to, and did in fact, control the work of GWP, Andrew Wight,
23 and Does 51-75, and/or said individuals and entities were acting on behalf of the Cameron
24 Defendants and Does 76-100.
25

26 127. As the owners, producers and supervisors of the "DeepSea Challenge" project on
27 which Michael Degruy was working at the time of the subject incident, the Cameron Defendants
28 and Does 76-100 had a duty, individually and/or through their agents, joint-venture partners,

1 contractors, servants and employees, including GWP, Andrew Wight and Does 51-75, to ensure
2 that the "DeepSea Challenge" project, including the operation of the subject helicopter, was
3 conducted in a safe and reasonable manner, including hiring, selecting, supervising and
4 dispatching a suitable pilot and helicopter for the flight, understanding the limitations of the pilot
5 and helicopter, exercising judgment in flight planning, and taking special precautions as
6 necessitated by the peculiar risk of harm inherent in flying a helicopter as part of aerial
7 photography for a project such as "DeepSea Challenge."
8

9 128. As the owners, producers and supervisors of the "DeepSea Challenge" project, the
10 Cameron Defendants and Does 76-100, independently and through their agents, co-venturers,
11 partners, servants and/or employees, including GWP, Andrew Wight, and Does 51-75, breached
12 their duty to Decedent in the following respects:

- 13 a. Negligently operating the subject helicopter in an unsafe and dangerous manner;
14 b. Negligently failing to operate the subject helicopter with due care and caution in
15 accordance with applicable procedures and safe practices;
16 c. Negligently failing to properly and adequately select a suitable, safe and airworthy
17 helicopter for the subject flight;
18 d. Negligently failing to properly select, hire, train and supervise the pilot to ensure the
19 safe and proper operation of the subject helicopter
20 e. Negligently failing to take special precautions to protect against the peculiar risk of
21 harm inherent in a dangerous activity such as that of flying a helicopter as part of a filming
22 project.
23 f. Negligence in the selection, hiring, retention, supervision, training, oversight and
24 control of its agents, servants, contractors and employees in a manner reasonably calculated to
25 ensure that the subject helicopter was crashworthy and that the pilot was capable of safely and
26
27
28

1 properly operating the subject aircraft.

2 129. As a direct and proximate cause of the foregoing, the subject helicopter burst into
3 flames upon contact with terrain, causing Michael deGruy to suffer grave and fatal injuries.

4 130. As a result of Michael deGruy's death, his Successors in Interest sustained
5 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
6 support, services, care, comfort, affection, moral support, and solace.

7 131. As a further direct result of Michael deGruy's death, his Successors in Interest
8 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
9 determined at trial.
10

11 **TWELFTH CAUSE OF ACTION**

12 **(For Survival Claims Based on Negligence, by Mimi deGruy and James Armstrong**
13 **as the duly appointed Personal Co-Representatives of the Estate of Decedent**
14 **Michael V. deGruy, Against CAMERON DEFENDANTS and DOES 51-100)**

15 132. Personal Representatives reallege and incorporate herein by reference each and
16 every allegation and statement contained in paragraphs 1 through 37 above as if fully set forth
17 herein.

18 133. On information and belief, at all relevant times, GWP, Andrew Wight, and Does
19 51-75, were the agents, joint-venture partners, servants, contractors and/or employees of the
20 Cameron Defendants and Does 76-100. On information and belief, at all relevant times, the
21 Cameron Defendants had the right to, and did in fact, control the work of GWP, Andrew Wight,
22 and Does 51-75, and/or said individuals and entities were acting on behalf of the Cameron
23 Defendants and Does 76-100.

24 134. As the owners, producers and supervisors of the "DeepSea Challenge" project on
25 which Michael Degruy was working at the time of the subject incident, the Cameron Defendants
26 and Does 76-100 had a duty, individually and/or through their agents, joint-venture partners,
27 contractors, servants and employees, including GWP, Andrew Wight and Does 51-75, to ensure
28

1 that the "DeepSea Challenge" project, including the operation of the subject helicopter, was
2 conducted in a safe and reasonable manner, including hiring, selecting, supervising and
3 dispatching a suitable pilot and helicopter for the flight, understanding the limitations of the pilot
4 and helicopter, exercising judgment in flight planning, and taking special precautions as
5 necessitated by the peculiar risk of harm inherent in flying a helicopter as part of aerial
6 photography for a project such as "DeepSea Challenge."

7
8 135. As the owners, producers and supervisors of the "DeepSea Challenge" project, the
9 Cameron Defendants and Does 76-100, independently and through their agents, co-venturers,
10 partners, servants and/or employees, including GWP, Andrew Wight, and Does 51-75, breached
11 their duty to Decedent in the following respects:

12 a. Negligently operating the subject helicopter in an unsafe and dangerous manner;

13 b. Negligently failing to operate the subject helicopter with due care and caution in
14 accordance with applicable procedures and safe practices;

15 c. Negligently failing to properly and adequately select a suitable, safe and airworthy
16 helicopter for the subject flight;

17 d. Negligently failing to properly select, hire, train and supervise the pilot to ensure the
18 safe and proper operation of the subject helicopter

19 e. Negligently failing to take special precautions to protect against the peculiar risk of
20 harm inherent in a dangerous activity such as that of flying a helicopter as part of a filming
21 project.

22 f. Negligence in the selection, hiring, retention, supervision, training, oversight and
23 control of its agents, servants, contractors and employees in a manner reasonably calculated to
24 ensure that the subject helicopter was crashworthy and that the pilot was capable of safely and
25 properly operating the subject aircraft.
26
27
28

1 136. As a direct and proximate result of the foregoing, the subject helicopter crashed,
2 causing Michael deGruy to suffer personal injury, pain and suffering, property loss and grave and
3 fatal injuries.

4 137. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
5 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
6 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
7 damages that Michael deGruy would have been entitled to recover had he lived.
8

9 138. The Cameron Defendants knew or should have known that Andrew Wight was
10 incompetent or unfit to fly the subject helicopter.

11 139. The Cameron Defendants also knew or should have known that the subject
12 helicopter was not crashworthy and that its design posed a risk of severe injury and/or death in
13 the event of a crash.

14 140. Nevertheless, the Cameron Defendants willfully and consciously disregarded the
15 rights and safety of Michael deGruy by subjecting him to the risk of a crash.
16

17 141. The acts and omissions of defendant Wight constitute fraud, oppression, or
18 malice. His acts and omissions were carried out with a willful and conscious disregard of the
19 rights or safety of others, including Michael deGruy. Plaintiff is, by reason thereof, entitled to
20 recover punitive and exemplary damages in an amount sufficient to punish and to make an
21 example of the Cameron Defendants.
22

23 **THIRTEENTH CAUSE OF ACTION**

24 **(For Wrongful Death based on Breach of Contract by Mimi deGruy Individually**
25 **and as Guardian Ad Litem for Frances Armstrong deGruy, and by Maxwell Verloin**
26 **deGruy Against the CAMERON DEFENDANTS, GWP and DOES 51-100)**

27 142. The Successors in Interest reallege and incorporate herein by reference each and
28 every allegation and statement contained in paragraphs 1 through 37 above as if fully set forth

1 herein.

2 143. Upon information and belief, prior to February 4, 2012, the Cameron Defendants,
3 GWP and/or Does 51-100 entered into a contractual relationship with Michael deGruy, by way of
4 written or verbal agreement(s), through which, in exchange for valuable consideration, Michael
5 deGruy agreed to provide filming and consulting services for the "DeepSea Challenge" project.

6 144. Upon information and belief, the contract(s) expressly and/or impliedly required
7 Michael deGruy to follow the directions of defendants' agents and employees.
8

9 145. On or around February 4, 2012, at the time of the crash, Michael deGruy was
10 engaged on the "DeepSea Challenge" project, and was operating a camera pursuant to his
11 contractual obligations, including the instructions and/or directions of the Cameron Defendants,
12 GWP, and/or Does 51-100.

13 146. As a result of the instructions and/or direction of the Cameron Defendants, GWP,
14 Does 51-100 and/or their agents and employees, which Michael deGruy was obligated to follow,
15 he was in the subject helicopter at the time of the crash.
16

17 147. The Cameron Defendants, GWP and Does 51-100 breached the contract between
18 them and Michael deGruy in that, among other things, they:

19 a. Directed Michael deGruy to board and participate in an unsafe flight for the purposes of
20 fulfilling his duties under the contract;

21 b. Failed to provide for the well-being of Michael deGruy during the performance of his
22 filming duties; and

23 c. Failed to select a safe aircraft for purposes of conducting the aerial filming and failed to
24 select, hire, train and supervise a competent and safe pilot for conducting the aerial filming that
25 Michael deGruy was instructed and/or directed to perform pursuant to the contract.
26

27 148. As a result of Michael deGruy's death, the Successors in Interest sustained
28

1 pecuniary and non-pecuniary losses, including, without limitation, grief, loss of society, loss of
2 support, services, care, comfort, affection, moral support, and solace.

3 149. As a further direct result of Michael deGruy's death, Successors in Interest
4 incurred expenses for funeral burial, medical treatment and other related costs in an amount to be
5 determined at trial.

6 **FOURTEENTH CAUSE OF ACTION**

7 **(For Survival Claims based on Breach of Contract by Mimi deGruy and James**
8 **Armstrong as the duly appointed Personal Co-Representatives of the Estate of**
9 **Decedent Michael V. deGruy, Against the CAMERON DEFENDANTS, GWP and**
10 **DOES 51-100)**

11 150. The Personal Representatives reallege and incorporates herein by reference each
12 and every allegation and statement contained in paragraphs 1 through 37 above as if fully set
13 forth herein.

14 151. Upon information and belief, prior to February 4, 2012, the Cameron Defendants,
15 GWP and/or Does 51-100 entered into a contractual relationship with Michael deGruy, by way of
16 written or verbal agreement(s), through which, in exchange for valuable consideration, Michael
17 deGruy agreed to provide filming and consulting services for the "DeepSea Challenge" project.

18 152. Upon information and belief, the contract(s) expressly and/or impliedly required
19 Michael deGruy to follow the directions of defendants' agents and employees.

20 153. Upon information and belief, these contract(s) expressly and/or impliedly required
21 the Cameron Defendants, GWP and/or Does 51-100 to provide Michael deGruy with a safe work
22 environment, including but not limited to ensuring that the subject helicopter was operated in a
23 safe and reasonable manner, including the selection and dispatch of a pilot who would exercise
24 reasonable care, judgment and skill in all aspects of its operation, the selection of a suitable
25 helicopter for the flight, understanding the limitations of the pilot and helicopter, and exercising
26 judgment in flight planning.
27
28

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1 154. On or around February 4, 2012, at the time of the crash, Michael deGruy was
2 engaged on the "DeepSea Challenge" project, and was operating a camera pursuant to his
3 contractual obligations, including the instructions and/or directions of the Cameron Defendants,
4 GWP, and/or Does 51-100.

5 155. As a result of the instructions and/or direction of the Cameron Defendants, GWP,
6 Does 51-100 and/or their agents and employees, which Michael deGruy was obligated to follow,
7 he was in the subject helicopter at the time of the crash.
8

9 156. The Cameron Defendants, GWP and Does 51-100 breached the contract between
10 them and Michael deGruy in that, among other things, they:

11 a. Directed Michael deGruy to board and participate in an unsafe flight for the purposes of
12 fulfilling his duties under the contract;

13 b. Failed to provide for the well-being of Michael deGruy during the performance of his
14 filming duties; and

15 c. Failed to select a safe aircraft for purposes of conducting the aerial filming and failed to
16 select, hire, train and supervise a competent and safe pilot for conducting the aerial filming that
17 Michael deGruy was instructed and/or directed to perform pursuant to the contract.
18

19 157. As a direct and proximate result of the foregoing, the subject helicopter burst into
20 flames upon contact with terrain, causing Michael deGruy to suffer personal injury, pain and
21 suffering, property loss and grave and fatal injuries.

22 158. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
23 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
24 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
25 damages that Michael deGruy would have been entitled to recover had he lived.
26

27 159. The Cameron Defendants, GWP and Does 51-100 knew or should have known
28

1 that Andrew Wight was incompetent or unfit to fly the subject helicopter and that the subject
2 helicopter was not crashworthy and its design posed a risk of severe injury and/or death in the
3 event of a crash.

4 160. Nevertheless, the Cameron Defendants, GWP and Does 51-100 willfully and
5 consciously disregarded the rights and safety of Michael deGruy by subjecting him to the
6 catastrophic risk of post-impact fires.

7 161. The acts and omissions of the Cameron Defendants, GWP and Does 51-100
8 constitute fraud, oppression, or malice. Their acts and omissions were carried out with a willful
9 and conscious disregard of the rights or safety of others, including Michael deGruy. Personal
10 Representatives are, by reason thereof, entitled to recover punitive and exemplary damages in an
11 amount sufficient to punish and to make an example of the Cameron Defendants, GWP and Does
12 51-100.
13

14
15 **FIFTEENTH CAUSE OF ACTION**

16 **(For Survival Claims based on Third Party Beneficiary Breach of Contract by Mimi**
17 **deGruy and James Armstrong as the duly appointed Personal Co-Representatives of**
18 **the Estate of Decedent Michael V. deGruy, Against the CAMERON DEFENDANTS,**
19 **GWP and DOES 51-100)**

20 162. The Personal Representatives reallege and incorporates herein by reference each
21 and every allegation and statement contained in paragraphs 1 through 37 above as if fully set
22 forth herein.

23 163. Upon information and belief, the Cameron Defendants, either individually or in
24 aggregate, entered into verbal and/or written contracts with GWP and/or Does 51-100, each of
25 them involved with the work on the "DeepSea Challenge" project.

26 164. Upon information and belief, these contract(s) were memorialized through one or
27 more written and/or verbal agreements between the Cameron Defendants, either individually or
28

1 in aggregate, and GWP and/or Does 51-100.

2 165. Upon information and belief, these contract(s) expressly and/or impliedly required
3 the Cameron Defendants, GWP and/or Does 51-100 to provide a safe work environment to,
4 among others, Michael deGruy, including but not limited to ensuring that the subject helicopter
5 was operated in a safe and reasonable manner, including the selection and dispatch of a pilot who
6 would exercise reasonable care, judgment and skill in all aspects of its operation, the selection of
7 a suitable helicopter for the flight, understanding the limitations of the pilot and helicopter, and
8 exercising judgment in flight planning.
9

10 166. Upon information and belief, Michael deGruy was, either expressly or impliedly
11 an intended beneficiary of the contract(s) mentioned above.

12 167. Upon information and belief, the Cameron Defendants, GWP and/or Does 51-100
13 breached their contract(s) in that, among other things, they:

- 14 a. Directed Michael deGruy to board and participate in an unsafe flight for the purposes of
15 fulfilling his duties;
16
17 b. Failed to provide for the well-being of Michael deGruy during the performance of his
18 camera filming duties; and
19
20 c. Failed to select a safe aircraft for purposes of conducting the aerial filming and failed to
21 select, hire, train and supervise a competent and safe pilot for conducting the aerial filming that
22 Michael deGruy was instructed and/or directed to perform pursuant to the contract.

23 168. As a direct and proximate result of the foregoing, the subject helicopter crashed
24 and burst into flames upon contact with terrain, causing Michael deGruy to suffer personal injury,
25 pain and suffering, property loss and grave and fatal injuries.

26 169. Pursuant to Code of Civil Procedure section 377.34, Personal Representatives are
27 seeking to recover for all losses or damages that Michael deGruy sustained or incurred before
28

1 death, in an amount to be determined at trial, including any penalties or punitive or exemplary
2 damages that Michael deGruy would have been entitled to recover had he lived.

3 170. The Cameron Defendants, GWP and Does 51-100 knew or should have known
4 that Andrew Wight was incompetent or unfit to fly the subject helicopter and that the subject
5 helicopter was not crashworthy and its design posed a risk of severe injury and/or death in the
6 event of a crash.

7 171. Nevertheless, the Cameron Defendants, GWP and Does 51-100 willfully and
8 consciously disregarded the rights and safety of Michael deGruy by subjecting him to the
9 catastrophic risk of post-impact fires.

10 172. The acts and omissions of the Cameron Defendants, GWP and Does 51-100
11 constitute fraud, oppression, or malice. Their acts and omissions were carried out with a willful
12 and conscious disregard of the rights or safety of others, including Michael deGruy. Personal
13 Representatives are, by reason thereof, entitled to recover punitive and exemplary damages in an
14 amount sufficient to punish and to make an example of the Cameron Defendants, GWP and Does
15 51-100.
16
17

18 **PRAYER FOR RELIEF**

19
20 WHEREFORE, plaintiff demands judgment against the Defendants, and each of them, as
21 follows:

- 22 A. To enter judgment in favor of Plaintiffs against Defendants on all causes of action as
23 alleged in the Complaint;
24 B. To award pecuniary and non-pecuniary damages in an amount to be ascertained at trial;
25 C. To award punitive damages in an amount to be ascertained at trial;
26 D. To award costs of suit incurred herein;
27 E. For such other and further relief as the Court deems just and proper
28

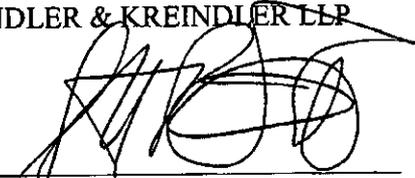
11/05/2013

JURY DEMAND

Plaintiff respectfully demands a trial by jury.

Dated: November 4, 2013

KREINDLER & KREINDLER LLP

By: 

Stuart Fraenkel

Daniel O. Rose (*pro hac vice* pending)

Justin T. Green (*pro hac vice* pending)

Attorneys for plaintiff Mary Armstrong deGruy individually and as the duly appointed Personal Co-Representative of the Estate of Michael V. deGruy, James Armstrong, duly appointed Personal Co-Representative of the Estate of Michael V. DeGruy, and for plaintiff Maxwell Verloin deGruy

KEKER & VAN NEST LLP

By:  CCSJ
Elliot R. Peters

Attorneys for plaintiff Mary Armstrong deGruy as Guardian ad Litem for Frances Armstrong DeGruy, a minor

11 / 05 / 2013

Deadline.com

11/05/2013

Deadline.com

EXHIBIT A

11 / 05 / 2013

Safety Notice SN-40

Issued: Jul 2006

POSTCRASH FIRES

There have been a number of cases where helicopter or light plane occupants have survived an accident only to be severely burned by fire following the accident. To reduce the risk of injury in a postcrash fire, it is strongly recommended that a fire-retardant Nomex flight suit, gloves, and hood or helmet be worn by all occupants.

Deadline.com

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Stuart R. Fraenkel (173991); Gabriel S. Barenfeld (224146)
 Kreindler & Kreindler LLP
 707 Wilshire Blvd., Suite 3600
 Los Angeles, California 90017
 TELEPHONE NO.: 213-622-6469 FAX NO.: 213-622-6019
 ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

NOV 04 2013

John A. Clarke, Executive Officer/Clerk
 BY Cristina Grigala Deputy
 Cristina Grigala

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, California 90017
 BRANCH NAME: Stanley Mosk Courthouse - Central District

CASE NAME:
 Mary Armstrong deGruy, et al. v. Robinson Helicopter Company, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC526631

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input checked="" type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Fifteen (15)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 1, 2013
 Gabriel S. Barenfeld


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

- Auto Tort**
 - Auto (22)—Personal Injury/Property Damage/Wrongful Death
 - Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)
- Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
 - Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
 - Product Liability (not asbestos or toxic/environmental) (24)
 - Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
 - Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD
- Non-PI/PD/WD (Other) Tort**
 - Business Tort/Unfair Business Practice (07)
 - Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
 - Defamation (e.g., slander, libel) (13)
 - Fraud (16)
 - Intellectual Property (19)
 - Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
 - Other Non-PI/PD/WD Tort (35)
- Employment**
 - Wrongful Termination (36)
 - Other Employment (15)

- Contract**
 - Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)
 - Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
 - Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
 - Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
 - Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute
- Real Property**
 - Eminent Domain/Inverse Condemnation (14)
 - Wrongful Eviction (33)
 - Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)
- Unlawful Detainer**
 - Commercial (31)
 - Residential (32)
 - Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)
- Judicial Review**
 - Asset Forfeiture (05)
 - Petition Re: Arbitration Award (11)
 - Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
 - Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

- Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**
 - Antitrust/Trade Regulation (03)
 - Construction Defect (10)
 - Claims Involving Mass Tort (40)
 - Securities Litigation (28)
 - Environmental/Toxic Tort (30)
 - Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
- Enforcement of Judgment**
 - Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case
- Miscellaneous Civil Complaint**
 - RICO (27)
 - Other Complaint (not specified above) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (non-harassment)
 - Mechanics Lien
 - Other Commercial Complaint Case (non-tort/non-complex)
 - Other Civil Complaint (non-tort/non-complex)
- Miscellaneous Civil Petition**
 - Partnership and Corporate Governance (21)
 - Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

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SHORT TITLE:

Mary Armstrong deGruy, et al. v. Robinson Helicopter, et al.

CASE NUMBER

BC526631

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 20 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input checked="" type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
<input type="checkbox"/> A7240 Other Professional Health Care Malpractice		1., 4.	
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE:

Mary Armstrong deGruy, et al. v. Robinson Helicopter, et al.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05) <input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11) <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02) <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39) <input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03) <input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10) <input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40) <input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28) <input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30) <input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41) <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.	
Enforcement of Judgment	Enforcement of Judgment (20) <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment . <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27) <input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42) <input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21) <input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43) <input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

11/05/2013

SHORT TITLE: Mary Armstrong deGruy, et al. v. Robinson Helicopter, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS:	
	Australia	
CITY:	STATE:	ZIP CODE:

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: November 1, 2013


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

11/05/2013