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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF LOS ANGELES

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

21 Plaintiffs,

22 vs.

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

26 Defendants.
27
28

Case No.

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

DEMAND FOR JURY TRIAL

COMPLAINT FOR DAMAGES

PRELIMINARY STATEMENT

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

PLAINTIFFS

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

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

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

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

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

PLAINTIFFS' DECEASED

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

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

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

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

DEFENDANT ISLAND EXPRESS HELICOPTERS, INC.

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

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

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

14. At all times material hereto, Defendant Island Express Helicopters operated and maintained the subject Sikorsky S-76B helicopter by and through its various employees and agents.

15. At all times material hereto, Defendant Island Express Helicopters was acting by and through its agents, servants and/or employees, each of whom was acting within the course and scope of his, her, or its employment or agency with Defendant Island Express Helicopters, including the pilot-in-command of the helicopter, Ara George Zobayan.

DEFENDANT ISLAND EXPRESS HOLDING CORP.

16. Defendant Island Express Holding Corp. (hereinafter referred to as "Defendant Island Express Holding") is a California corporation located at 67 D Street, Fillmore, California. Defendant Island Express Holding may be served through its Registered Agent, Phillip G. DiFiore at 67 D Street, Fillmore, California 93105.

17. At all times pertinent hereto, Defendant Island Express Holding conducted regular business activities in Long Beach, Los Angeles County, California.

18. At all times pertinent hereto, Defendant Island Express Holding was and currently is the Registered Owner of the subject Sirkosky S-76B helicopter.

19. On information and belief, at all times pertinent hereto, Defendant Island Express Holding was and currently is engaged in the business of providing helicopter transportation to paying customers.

1 20. On information and belief, at all times material hereto, Defendant Island Express
2 Holding owned, operated and maintained the subject Sikorsky S-76B helicopter by and through its
3 various employees and agents.

4 21. At all times material hereto, Defendant Island Express Holding was acting by and
5 through its agents, servants and/or employees, each of whom was acting within the course and
6 scope of his, her, or its employment or agency with Defendant Island Express Holding, including
7 Defendant Island Express Helicopters.

8 **DEFENDANT DOE 1, PERSONAL REPRESENTATIVE OF AND/OR SUCCESSOR IN**
9 **INTEREST TO ARA GEORGE ZOBAYAN**

10 22. Ara George Zobayan (hereinafter referred to as "Defendant Zobayan") was the
11 pilot-in-command of the Sikorsky S-76B helicopter, registration no. N72EX, and was at all times
12 the pilot-in command of that aircraft prior to and during the crash flight.

13 23. Defendant Zobayan was killed in the helicopter crash that is the subject of this
14 action. Prior to his death, Defendant Zobayan resided at 16972 Pacific Coast Highway, Unit 104
15 in Huntington Beach, California.

16 24. At the time of the crash, Defendant Zobayan was employed by Defendant Island
17 Express Helicopters and was acting within the course and scope of his employment with
18 Defendant Island Express Helicopters as the pilot-in-command of the subject aircraft.

19 25. Defendant "Doe 1" is a fictitious name. Plaintiffs are ignorant of the true name of
20 Doe 1, the personal representative of, and/or the successor in interest to, Ara George Zobayan,
21 deceased. Plaintiffs will amend the complaint to reflect the true name of Doe 1 once it is
22 discovered.

23 **IDENTIFICATION OF AIRCRAFT**

24 26. The aircrash that is the basis of this action involves a 1991 Sikorsky S-76B
25 helicopter, serial number 760379, registration (tail) number N72EX.

26 27. At all times pertinent hereto, the subject helicopter was owned by Defendant Island
27 Express Holding, operated by Defendant Island Express Helicopters, and piloted by Defendant
28 Zobayan.

1 **JURISDICTION**

2 28. Both Plaintiffs and Defendants are residents of California

3 29. The subject helicopter crashed on January 26, 2020, in Calabasas, California.

4 **VENUE**

5 30. Venue in the Superior Court of Los Angeles County is proper in that the cause of
6 action giving rise to this lawsuit occurred in Los Angeles County, California.

7 **DATES AND ACTS OF CONDUCT COMPLAINED OF**

8 31. On or about January 26, 2020, Kobe Bryant, age 41, and his daughter GB, age 13,
9 were passengers aboard the 1991 Sikorski S-76B helicopter, registration (tail) number N72EX
10 which was being flown from the John Wayne-Orange County Airport in Santa Ana, California to
11 the Camarillo Airport in Camarillo, California.

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

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

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

19 ATC communications and radar data indicate the flight departed KSNA about 0906
20 PST. N72EX proceeded to the north-northwest at an altitude of about 700 to 800
21 feet mean sea level (msl) under visual flight rules (VFR). At 0920, as the aircraft
22 neared the Burbank class C airspace, the pilot requested to transition the area along
23 Highway 101. The current Burbank weather observation reported instrument flight
24 rules (IFR) conditions. In response to the pilot's request, the air traffic controller
25 advised that cloud tops were reported at 2,400 feet msl and queried the pilot's
26 intentions; the pilot then requested a special VFR clearance (an ATC authorization
27 to proceed in controlled airspace at less than VFR weather minima). The air traffic
28 controller advised that the pilot would need to hold for a short time due to IFR

1 traffic, which the pilot acknowledged. At 0932, ATC cleared the pilot of N72EX to
2 transition the class C surface area following the I-5 freeway, maintaining special
3 VFR conditions at or below 2,500 feet. The pilot acknowledged with a correct
4 readback and climbed to approximately 1,400 feet msl (600 feet agl). In response to
5 query, the pilot replied to the Burbank ATC that he would follow Highway 118 and
6 "loop around VNY [Van Nuys Airport]" to follow Highway 101. ATC
7 acknowledged and coordinated.

8 At 0939, as N72EX was passing west of Van Nuys at 1,500 feet msl, the VNY
9 controller asked the pilot if he was in VFR conditions. The pilot replied "VFR
10 conditions, one thousand five hundred," and the VNY controller advised him to
11 contact Southern California Terminal Radar Approach Control (SCT) for radar
12 advisory services.
13

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

23 Radar/ADS-B data indicate the aircraft was climbing along a course aligned with
24 Highway 101 just east of the Las Virgenes exit. Between Las Virgenes and Lost
25 Hills Road, the aircraft reached 2,300 feet msl (approximately 1,500 feet above the
26 highway, which lies below the surrounding terrain) and began a left turn. Eight
27 seconds later, the aircraft began descending and the left turn continued. The descent
28

1 rate increased to over 4,000 feet per minute (fpm), ground speed reached 160 knots.

2 The last ADS-B target was received at 1,200 feet msl approximately 400 feet
3 southwest of the accident site.

4
5 35. On information and belief, Island Express Helicopters' Federal Aviation
6 Administration (FAA) operating certificate limited its pilots to flying only under visual flight rules
7 (VFR). The subject helicopter was not licensed or certified to be flown into instrument conditions.

8 36. On information and belief, the pilot-in command, Ara George Zobayan was
9 required to fly only in conditions that he could navigate visually.

10 37. Ara George Zobayan attempted to maneuver the helicopter up and forward to clear
11 the clouds, then entered a turn sending the helicopter into the steep terrain at approximately 180
12 mph.

13 38. Witnesses on the ground reported seeing the helicopter flying through a layer of
14 clouds and fog before the helicopter crashed.

15 39. Plaintiffs' deceased, Kobe Bryant and GB, a minor, were killed in the crash.

16 40. On information and belief, prior to this crash, in May 2015, the pilot-in command
17 Ara George Zobayan admitted to and was cited by the Federal Aviation Administration (FAA) for
18 violating the visual flight rules (VFR) minimums by flying into an airspace of reduced visibility
19 from weather conditions.

20 **COUNT I**

21 **(NEGLIGENCE /WRONGFUL DEATH AND SURVIVAL ACTION) -- DEFENDANT**
22 **ISLAND EXPRESS HELICOPTERS' VICARIOUS LIABILITY FOR ARA GEORGE**
23 **ZOBAYAN'S FAILURE TO USE ORDINARY CARE IN PILOTING THE SUBJECT**
24 **AIRCRAFT -- KOBE BRYANT)**

25 41. Plaintiffs hereby incorporate by reference, as though fully set out herein,
26 paragraphs 1 through 40 inclusive of this Complaint.

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

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

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

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

8 a. Defendant Zobayan failed to properly monitor and assess the weather prior
9 to takeoff;

10 b. Defendant Zobayan failed to obtain proper weather data prior to the subject
11 flight;

12 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy
13 conditions;

14 d. Defendant Zobayan improperly flew the helicopter into instrument flight
15 rules (IFR) conditions;

16 e. Defendant Zobayan failed to maintain proper control of the helicopter in-
17 flight;

18 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight
19 path;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **COUNT II**

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Defendant Island Express Helicopters knew or should have known that they
were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);
- b. Defendant Island Express Helicopters failed to have in place an adequate
safety policy for cancellation of flights into unsafe weather conditions;
- c. Defendant Island Express Helicopters promoted and engaged in
unnecessary and needlessly risky means of transport under the circumstances then and there
presenting; and
- d. Defendant Island Express Helicopters authorized, directed and/or permitted
a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

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

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

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

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

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

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

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

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

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

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

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

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

18 **COUNT IV**

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

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

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

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

28

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

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

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

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

28

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

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

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

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

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

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

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

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

1 COUNT V

2 (NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT
3 ISLAND EXPRESS HELICOPTERS' FAILURE TO IMPLEMENT PROPER AND
4 REASONABLE FLIGHT SAFETY RULES AND POLICIES - - KOBE BRYANT)

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

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

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

13 78. On information and belief Defendant Island Express Helicopters failed adequately
14 to implement proper and reasonable flight safety rules and policies in that it directed and allowed
15 its pilots to fly in unsafe weather conditions and in areas where the pilot would encounter
16 instrument meteorological conditions.

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

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

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

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

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

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

24 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,
25 service, comfort, support, right to support, companionship, solace or moral support, expectations
26 of future support and counseling, other benefits and assistance of Decedent Kobe Bryant according
27 to proof;
28

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

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

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

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

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

9 **COUNT VI**

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

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

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

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

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

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

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

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

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

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

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

27 94. Plaintiffs further claim punitive damages in that this defendant engaged in actions
28 and conduct with malice, oppression, or fraud with a knowing disregard of the rights or safety of

1 others, including Plaintiffs' deceased. Such damages are appropriate in light of Defendant Island
2 Express Helicopters' officers, directors, or managing agents' advance knowledge of the unfitness
3 of Defendant Zobayan, including but not limited to knowledge of his prior violation. On
4 information and belief, Defendant Island Express Helicopters employed Defendant Zobayan with
5 conscious disregard of the rights or safety of others and authorized or ratified his wrongful
6 conduct, and itself engaged in conduct with malice, oppression, or fraud.

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

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

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

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

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

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

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

24 **COUNT VII**

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

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

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

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

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

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

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

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

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

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

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

12 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to
13 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa
14 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a
15 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against
16 Defendant Island Express Helicopters as follows:

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

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

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

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

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

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

1 **COUNT VIII**

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

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

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

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

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

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

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

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

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

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

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

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

14 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to
15 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa
16 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a
17 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against
18 Defendant Island Express Holding as follows:

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

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

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

27 (D) For prejudgment interest and post-judgment interest and costs;
28

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

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

4 **COUNT IX**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 **COUNT X**

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

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

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

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

26 123. By virtue of Kobe Bryant's untimely death, Plaintiffs are lawfully entitled to such
27 damages as are fair and just for the death and loss thus occasioned, including but not limited to the
28 pecuniary losses suffered by reason of the death, grief, sorrow, funeral expenses, and the

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

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

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

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

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

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

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

7
8 **COUNT XI**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 **COUNT XII**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **COUNT XIII**

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

21 **COUNT XIV**

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

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

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

28

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

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

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

7 a. Defendant Zobayan failed to properly monitor and assess the weather prior
8 to takeoff;

9 b. Defendant Zobayan failed to obtain proper weather data prior to the subject
10 flight;

11 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy
12 conditions;

13 d. Defendant Zobayan improperly flew the helicopter into instrument flight
14 rules (IFR) conditions;

15 e. Defendant Zobayan failed to maintain proper control of the helicopter in-
16 flight;

17 f. Defendant Zobayan failed to properly avoid natural obstacles in the flight
18 path;

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

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

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

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

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

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

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

17 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to
18 Kobe Bryant, Deceased; NB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa
19 Bryant; BB, a minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant; and CB, a
20 minor, by her Natural Mother and Guardian Ad Litem, Vanessa Bryant, pray judgment against
21 Defendant Doe 1, Personal Representative of and/or Successor in Interest to Ara George Zobayan,
22 as follows:

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

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

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

7 **COUNT XV**

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

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

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

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

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

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

- 24 a. Defendant Zobayan failed to properly monitor and assess the weather prior
25 to takeoff;
- 26 b. Defendant Zobayan failed to obtain proper weather data prior to the subject
27 flight;
- 28 c. Defendant Zobayan failed to abort the flight when he knew of the cloudy
conditions;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 **COUNT XVI**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **COUNT XVII**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **COUNT XVIII**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **COUNT XIX**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 COUNT XX

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,
2 service, comfort, support, right to support, companionship, solace or moral support, expectations
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;
4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss
5 of financial support from Decedent GB;
6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses
7 according to proof;
8 (D) For prejudgment interest and post-judgment interest and costs;
9 (E) For punitive damages in such sums as will serve to punish and deter Defendant
10 from future wrongdoing; and
11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXI**

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

COUNT XXII

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

227. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 226 inclusive of this Complaint

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

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

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

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

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

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

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

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

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

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

27

28

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

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

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

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

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

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

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

15 **COUNT XXIII**

16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] -- DEFENDANT**
17 **ISLAND EXPRESS HOLDINGS' CAUSING OR AUTHORIZING THE OPERATION OF**
18 **AIRCRAFT IN A NEGLIGENT, CARELESS OR RECKLESS MANNER -- GB, MINOR)**

19 234. Plaintiffs hereby incorporate by reference, as though fully set out herein,
20 paragraphs 1 through 233 inclusive of this Complaint

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

24 236. The subject helicopter was at all times operated with Defendant Island Express
25 Holdings' express or implied knowledge and consent.

26 237. On information and belief, Defendant Island Express Holdings operated the aircraft
27 in a negligent, careless or reckless manner, to wit, in that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **COUNT XXIV**

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

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

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

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

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

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

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

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

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

- 1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,
2 service, comfort, support, right to support, companionship, solace or moral support, expectations
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;
4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss
5 of financial support from Decedent GB;
6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses
7 according to proof;
8 (D) For prejudgment interest and post-judgment interest and costs;
9 (E) For punitive damages in such sums as will serve to punish and deter Defendant
10 from future wrongdoing; and
11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXV**

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

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

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

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

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

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

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

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

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

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

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

- 1 (A) For general damages suffered by Plaintiffs for loss of love, affection, care, society,
2 service, comfort, support, right to support, companionship, solace or moral support, expectations
3 of future support and counseling, other benefits and assistance of Decedent GB according to proof;
4 (B) For economic damages suffered by Plaintiffs related to the loss of earnings and loss
5 of financial support from Decedent GB;
6 (C) For economic damages suffered by Plaintiffs related to burial and funeral expenses
7 according to proof;
8 (D) For prejudgment interest and post-judgment interest and costs;
9 (E) For punitive damages in such sums as will serve to punish and deter Defendant
10 from future wrongdoing; and
11 (F) For such other and further relief as the court deems just and proper.

12 **COUNT XXVI**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT XXVII

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

269. Plaintiffs hereby incorporate by reference, as though fully set out herein, paragraphs 1 through 268 inclusive of this Complaint.

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

15 **COUNT XXVIII**

16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] -- DEFENDANT**
17 **ZOBAYAN'S FAILURE TO USE ORDINARY CARE IN PILOTING THE SUBJECT**
18 **AIRCRAFT -- GB, MINOR)**

19 278. Plaintiffs hereby incorporate by reference, as though fully set out herein,
20 paragraphs 1 through 277 inclusive of this Complaint.

21 279. On January 26, 2020, Ara George Zobayan was a licensed pilot employed by
22 Defendant Island Express Helicopters.

23 280. Ara George Zobayan held himself out as a person who could carefully and
24 competently pilot or otherwise provide safe helicopter transportation services.

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

27 282. On information and belief, Ara George Zobayan breached that duty and was
28 negligent by:

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

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

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

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

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

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

11 WHEREFORE, Plaintiffs Vanessa Bryant, individually and as Successor in Interest to
12 Kobe Bryant, Deceased; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;
13 pray judgment against Defendant Doe 1, Personal Representative and/or Successor in Interest to
14 Ara George Zobayan, as follows:

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

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

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

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

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

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

1 DATED: February 24, 2020

MUNGER, TOLLES & OLSON LLP

2
3 By: /s/ Brad D. Brian
4 BRAD D. BRIAN

5 ROBB & ROBB LLC

6 Gary C. Robb
7 Anita Porte Robb

8 Attorneys for Plaintiffs
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all matters triable to a jury.

DATED: February 24, 2020

MUNGER, TOLLES & OLSON LLP

By: /s/ Brad D. Brian
BRAD D. BRIAN

ROBB & ROBB LLC

Gary C. Robb
Anita Porte Robb

Attorneys for Plaintiffs