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1 BRAD D. BRIAN (State Bar No. 79001)  
 brad.brian@mto.com  
 2 LUIS LI (State Bar No. 156081)  
 luis.li@mto.com  
 3 MUNGER, TOLLES & OLSON LLP  
 350 South Grand Avenue, Fiftieth Floor  
 4 Los Angeles, California 90071-3426  
 Telephone: (213) 683-9100  
 5 Facsimile: (213) 687-3702

6 GARY C. ROBB\*  
 gcr@robbrobb.com  
 7 ANITA PORTE ROBB\*  
 apr@robbrobb.com  
 8 ROBB & ROBB LLC  
 One Kansas City Place  
 9 Suite 3900, 1200 Main Street  
 Kansas City, Missouri 64105  
 10 Telephone: (816) 474-8080  
 Facsimile: (816) 474-8081  
 11 \*Forthcoming Pro Hac Vice

12 Attorneys for Plaintiffs

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. 20STCV07492

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

**DEMAND FOR JURY TRIAL**

1 **PRELIMINARY STATEMENT**

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

5 **PLAINTIFFS**

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

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

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

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

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

20 **PLAINTIFFS' DECEASED**

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

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

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

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

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

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

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

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

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

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

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

19  
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.

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#### COUNT IV

19

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

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

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

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

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.

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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**  
13 **HELICOPTER - - KOBE BRYANT)**

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

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

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

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

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

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.

28

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**  
15 **HELICOPTER - - KOBE BRYANT)**

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

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

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

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

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

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.

27  
28

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)**

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

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

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)**

9 181. Plaintiffs hereby incorporate by reference, as though fully set out herein,

10 paragraphs 1 through 180 inclusive of this Complaint

11 182. Defendant Island Express Helicopters, by and through its agents and employees,

12 including Ara George Zobayan had a duty to use that degree of care that an ordinarily careful and

13 prudent company would use under the same or similar circumstances.

14 183. The subject helicopter was at all times operated with Defendant Island Express

15 Helicopters' express or implied knowledge and consent.

16 184. On information and belief, Defendant Island Express Helicopters operated the

17 aircraft in a negligent, careless or reckless manner, to wit, in that:

18 a. Defendant Island Express Helicopters knew or should have known that they

19 were prohibited from operating the subject helicopter under Instrument Flight Rules (IFR);

20 b. Defendant Island Express Helicopters failed to have in place an adequate

21 safety policy for cancellation of flights into known unsafe weather conditions;

22 c. Defendant Island Express Helicopters promoted and engaged in

23 unnecessary and needlessly risky means of transport under the circumstances then and there

24 presenting; and

25 d. Defendant Island Express Helicopters authorized, directed and/or permitted

26 a flight with full knowledge that the subject helicopter was flying into unsafe weather conditions.

27 185. By operation of California law, Defendant Island Express Helicopters is

28 responsible for damages caused by the negligence, carelessness, or recklessness of the aircraft

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **COUNT XVIII**

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

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

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

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

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

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

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

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

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

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



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.  
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**COUNT XX**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **COUNT XXI**

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

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

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

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

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

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

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

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

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

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

28

1 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 Helicopters 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 XXII**

### 16 **(NEGLIGENCE [WRONGFUL DEATH AND SURVIVAL ACTION] - - DEFENDANT** 17 **ISLAND EXPRESS HOLDINGS' FAILURE TO USE ORDINARY CARE IN PROVIDING** 18 **PROPER AND SAFE AIRCRAFT SERVICES - - GB, MINOR)**

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

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

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

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

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

28



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

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

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

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

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

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

27  
28

1 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**  
**HELICOPTER -- GB, MINOR)**

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

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

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

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

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



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

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

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

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

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

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

1 268. 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; and Vanessa Bryant as Successor in Interest to GB, a minor, deceased;  
6 pray judgment against Defendant Island Express Holdings as follows:

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

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

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 XXVII**

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

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

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

27 271. That Defendant Island Express Holdings had a duty to use that degree of care that  
28 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.

26  
27  
28

1 DATED: February 24, 2020

MUNGER, TOLLES & OLSON LLP

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3

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

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ROBB & ROBB LLC

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Gary C. Robb  
Anita Porte Robb

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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