

JUL 09 2013

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BY [Signature] Deputy
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BC514477

DIANA CATALINA CABRERA, Individually
as Surviving Daughter to JOSE RICARDO
CABRERA (also known as JUAN PABLO
SAENZ), Deceased, on behalf of the heirs of
JOSE RICARDO CABRERA; MIRYAN
WILMA CABRERA (also known as MONICA
ALEXANDRA SAENZ), Surviving Wife;
RICARDO ANDRES CABRERA, Surviving
Son; WILMA ALEXANDRA CABRERA,
Surviving Daughter; and CINDY JOHANNA
CABRERA, Surviving Daughter,

CASE NO.

**COMPLAINT FOR DAMAGES FOR
WRONGFUL DEATH FOR
BREACH OF WARRANTIES;
STRICT PRODUCTS LIABILITY;
AND NEGLIGENCE**

JURY TRIAL DEMANDED

and

DIANA MARIA GOMEZ, Individually as
Surviving Wife to JUAN PABLO GAVIRIA
ARISTIZABAL, Deceased, on behalf of the
heirs of JUAN PABLO GAVIRIA
ARISTIZABAL; JUAN PABLO GAVIRIA
TREJOS, Surviving Son; LUIS FELIPE
GAVIRIA, Surviving Son; and SYLVANA
GAVIRIA, Surviving Daughter,

Plaintiffs,

v.

ROBINSON HELICOPTER COMPANY, INC.,
a corporation, ROLLS-ROYCE
CORPORATION, a corporation, ROLLS-
ROYCE NORTH AMERICA, INC., a
corporation, ROLLS-ROYCE HOLDINGS

1 PLC, a corporation, HONEYWELL)
 2 INTERNATIONAL, INC., a corporation,)
 3 HONEYWELL AEROSPACE, a corporation,)
 4 and DOES 1-100, Inclusive,)
 5
 6 Defendants.)

7 COMES NOW the plaintiffs DIANA CATALINA CABRERA, Individually as
 8 Surviving Daughter to JOSE RICARDO CABRERA (aka JUAN PABLO SAENZ), Deceased,
 9 on behalf of the heirs of JOSE RICARDO CABRERA; MIRYAN WILMA CABRERA (also
 10 known as MONICA ALEXANDRA SAENZ), Surviving Wife; RICARDO ANDRES
 11 CABRERA, Surviving Son; WILMA ALEXANDRA CABRERA, Surviving Daughter; and
 12 CINDY JOHANNA CABRERA, Surviving Daughter (collectively, hereinafter the
 13 “CABRERA PLAINTIFFS”), and DIANA MARIA GOMEZ, Individually as Surviving Wife
 14 to JUAN PABLO GAVIRIA ARISTIZABAL, Deceased, on behalf of the heirs of JUAN
 15 PABLO GAVIRIA ARISTIZABAL; JUAN PABLO GAVIRIA TREJOS, Surviving Son;
 16 LUIS FELIPE GAVIRIA, Surviving Son; and SYLVANA GAVIRIA, Surviving Daughter
 17 (collectively, hereinafter the “GAVIRIA PLAINTIFFS”), and for causes of action against the
 18 defendants, and each of them, allege:
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 20
 21

22 **GENERAL ALLEGATIONS**

23 1. On July 12, 2011, a Robinson Helicopter R66 helicopter (Federal Aviation
 24 Administration Registration Number N810AG; Serial Number 0021) (hereinafter “N810AG”)
 25 experienced mechanical failure and crashed during flight near Flandes, Colombia.
 26

27 2. Both occupants, JUAN PABLO GAVIRIA ARISTIZABAL (hereinafter
 28 “GAVIRIA”) and JOSE RICARDO CABRERA (also known as JUAN PABLO SAENZ)

1 (hereinafter "CABRERA"), died on the scene after N810AG experienced a mechanical
2 malfunction and uncontrollable loss of power (hereinafter, GAVIRIA and CABRERA,
3 collectively, referred to as "DECEDENTS").

4 PARTIES

5 3. Plaintiff DIANA CATALINA CABRERA is the surviving daughter to JOSE
6 RICARDO CABRERA, deceased, and she brings this action in her individual capacity as the
7 surviving daughter of CABRERA and in her representative capacity for the heirs of
8 CABRERA for the use and benefit of all persons entitled to recover for the death of
9 CABRERA, deceased. DIANA CATALINA CABRERA is a United States citizen and resides
10 in the State of California.
11

12 4. Plaintiff MIRYAN WILMA CABRERA (aka MONICA ALEXANDRA
13 SAENZ) is the sole surviving spouse of CABRERA, and she sues in her individual capacity.
14 MIRYAN WILMA CABRERA is a citizen of the United States.
15

16 5. Plaintiff RICARDO ANDRES CABRERA is the surviving son of CABRERA,
17 and he sues in his individual capacity. RICARDO ANDRES CABRERA is a citizen of the
18 United States.
19

20 6. Plaintiff WILMA ALEXANDRA CABRERA is the surviving daughter of
21 CABRERA, and she sues in her individual capacity. WILMA ALEXANDRA CABRERA is a
22 citizen of the United States.
23

24 7. Plaintiff CINDY JOHANNA CABRERA is the surviving daughter of
25 CABRERA, and she sues in her individual capacity. CINDY JOHANNA CABRERA is a
26 United States citizen and resides in the State of California.
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1 8. Plaintiff DIANA MARIA GOMEZ is the sole surviving spouse to JUAN
2 PABLO GAVIRIA ARISTIZABAL, deceased, and she brings this action in her individual
3 capacity as surviving wife and her representative capacity for the heirs of GAVIRIA for the use
4 and benefit of all persons entitled to recover for the death of GAVIRIA, deceased.

5 9. Plaintiff JUAN PABLO GAVIRIA TREJOS is the surviving son of GAVIRIA,
6 deceased, and he sues in his individual capacity.

7 10. Plaintiff LUIS FELIPE GAVIRIA is the surviving son of GAVIRIA, deceased,
8 and he sues in his individual capacity.

9 11. Plaintiff SYLVANA GAVIRIA is the surviving daughter of GAVIRIA,
10 deceased, and she sues in her individual capacity.

11 12. Defendant ROBINSON HELICOPTER COMPANY, INC. (hereinafter "RHC")
12 is a California corporation. It maintains its principal place of business and headquarters in Los
13 Angeles County, California. RHC is a California citizen and is subject to personal jurisdiction
14 in the State of California. RHC, among other things, designed, manufactured, tested, inspected,
15 trained pilots to fly, distributed, advertised, marketed, warranted and sold N810AG in Los
16 Angeles County.

17 13. Defendant HONEYWELL INTERNATIONAL, INC. is a Delaware corporation
18 which maintains its principal place of business and headquarters in Morristown, New Jersey,
19 and, on information and belief, is doing business in the State of California.

20 14. Defendant HONEYWELL AEROSPACE is, on information and belief, a
21 Delaware corporation which maintains its principal place of business and headquarters in
22 Phoenix, Arizona, and, on information and belief, is doing business in the State of California.

1 15. At all times relevant herein, Defendants HONEYWELL INTERNATIONAL,
2 INC., HONEYWELL AEROSPACE and DOES 1-10, inclusive (collectively, hereinafter,
3 “HONEYWELL”), among other things, designed, manufactured, tested, inspected, trained,
4 distributed, advertised, marketed, warranted and sold, among other things, the fuel system and
5 its component parts, in the turbine powered Robinson R66 helicopter model, including
6 N810AG.
7

8 16. Defendant ROLLS-ROYCE CORPORATION is an Indiana corporation which
9 maintains its principal place of business and headquarters in Indianapolis, Indiana, and, on
10 information and belief, is doing business in the State of California.
11

12 17. Defendant ROLLS-ROYCE NORTH AMERICA, INC. is a Delaware
13 corporation which maintains its principal place of business and headquarters in Reston,
14 Virginia, and, on information and belief, is doing business in the State of California.
15

16 18. Defendant ROLLS-ROYCE HOLDINGS PLC is a London corporation which
17 maintains a principal place of business and headquarters in London, England, and, on
18 information and belief, is doing business in the State of California.
19

20 19. Defendants ROLLS-ROYCE CORPORATION, ROLLS-ROYCE NORTH
21 AMERICA, INC., ROLLS-ROYCE HOLDINGS PLC and DOES 11-20, inclusive
22 (collectively, hereinafter “ROLLS-ROYCE”), among other things, designed, manufactured,
23 tested, inspected, trained, distributed, advertised, marketed, warranted and sold, among other
24 things, the Rolls Royce RR 300 turboshaft engine to be installed, and which was installed, on
25 all Robinson R66 helicopters, including N810AG, which was designed, manufactured and sold
26 in Los Angeles County.
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1 20. Plaintiffs are informed and believe, and thereon allege that, at all times herein
2 relevant that RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100, and each of them,
3 participated in and were actively engaged in the development and design of the Rolls-Royce
4 RR300 engine and its component parts, for the R66 model helicopter, including N810AG, and
5 each of them approved, adopted, and ratified the design of the Rolls-Royce RR300 engine and
6 the fuel system component parts for use in the R66 helicopter models, including N810AG.
7

8 21. Defendants RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100, and each
9 of them, at all times herein, knew and intended that all R66 model helicopters, including, but
10 not limited to, N810AG, and, among other things, its engine and component parts would be
11 purchased and used by purchasers or users, including DECEDENTS, without inspection for
12 defects therein or in any of its component parts.
13

14 22. The true names and capacities, whether individual, corporate, associate or
15 otherwise, of defendants DOES 1-100, inclusive, are unknown to plaintiffs, who are therefore
16 sued by those fictitious names pursuant to the provisions of California Code of Civil Procedure
17 § 474. Plaintiffs are informed and believe, and therefore allege, that each of those defendants
18 was in some manner tortiously responsible for the events and happenings alleged in this
19 complaint and legally caused the injuries and damages alleged herein; plaintiffs will amend this
20 complaint to show their true names and capacities when the same have been ascertained.
21

22 23. At all times herein mentioned, defendants, and each of them, and their
23 aggregates, corporates, associates, and partners, and each of them, were the agent, servant,
24 employee, assignee, permissive user, successor in interest or joint venturer of each other, and
25 were acting within the time, purpose or scope of such agency or employment or permission;
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27
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1 and all acts or omissions alleged herein of each such defendant were authorized, adopted,
2 approved, or ratified by each of the other defendants.

3 JURISDICTION AND VENUE

4 24. This Court has jurisdiction of this matter pursuant to California Code of Civil
5 Procedures §§ 377.60 and 377.61 for damages in excess of FIFTY THOUSAND AND NO/100
6 DOLLARS (\$50,000.00), exclusive of interest, costs and attorney fees arising from the injuries
7 to, and wrongful death of, CABRERA and additionally for FIFTY THOUSAND AND NO/100
8 DOLLARS (\$50,000.00) for injuries to and wrongful death of GAVIRIA.
9

10 25. Venue in this Court is proper pursuant to the California Rules of Civil Procedure
11 § 395(a) because Defendant RHC maintains its principal place of business in Los Angeles
12 County, California and because the helicopter crash occurred outside of Los Angeles County.
13

14 26. Venue in California State Court is proper because Plaintiffs DIANA
15 CATALINA CABRERA and CINDY JOHANNA CABRERA reside in the State of California
16 and are citizens of the State of California. Defendant RHC also resides in the County of Los
17 Angeles, State of California, and is a citizen of the State of California.
18

19 27. In addition, a substantial part of the events, acts or omissions giving rise to the
20 claim, including but not limited to, the design, manufacture, testing, training, advertising,
21 warranting, sale and delivery of R66 helicopters, their engines and component parts, including
22 N810AG, occurred in the County of Los Angeles, State of California. Defendants, and each of
23 them, were, at all times herein relevant, authorized to do business, and were doing business, in
24 the County of Los Angeles, State of California.
25

26 ///

BACKGROUND

1
2 28. RHC designs, manufactures and sells the two place R22 model helicopter, which
3 became commercially available in October 1979. RHC also designs, manufactures and sells
4 the four place R44 model helicopter, which became commercially available in March 1992.
5 Both models have piston driven engines.
6

7 29. On or about October 2010 RHC obtained type certification from the Federal
8 Aviation Administration (hereinafter "FAA") for production of its new five place turbine
9 powered R66 helicopter.

10 30. Plaintiffs are informed and believe, and thereon allege, that RHC claims it
11 produced its 10,000th helicopter in November 2011 and that it produces the most civilian
12 helicopters in the world.
13 (http://www.robinsonheli.com/rhc_company_history.html).
14

15 31. In addition, according to RHC's Winter 2013 newsletter, RHC produced 517
16 helicopters in 2012 and, "[a]s in previous years, the majority (70 percent) of sales went to
17 foreign customers."
18 (http://www.robinsonheli.com/media/newsletters/2013_winter.pdf).
19

20 32. N810AG has Serial Number 0021 and was purchased and delivered in the
21 County of Los Angeles in or about February 2011, and was one of the first R66 helicopters sold
22 by RHC to the general public.
23

24 33. At the time of purchase, RHC provided to GAVIRIA an express warranty
25 concerning N810AG, which stated in pertinent part the following:

26 Robinson Helicopter Company, Inc. (hereafter referred to as
27 RHC) warrants each new helicopter to be free from defects in
28

1 material and workmanship appearing within two years from the
2 date of delivery from the RHC factory or during the first one
3 thousand (1000) hours of operation, whichever occurs first...New
4 aircraft are equipped with new engines which have a separate
5 Rolls Royce limited warranty.
6

7 34. On July 12, 2011, N810AG experienced mechanical failure and crashed during
8 flight near Flandes, Colombia, killing GAVIRIA and CABRERA, who were the only persons
9 on board.

10 35. In or about December 2011 the entirety of the N810AG wreckage, except its
11 engine, was shipped to McSwain Engineering in Pensacola, Florida, for inspection, where it
12 remains and will remain until the resolution or trial of this case.
13

14 36. On or about January 30, 2012 the RR300 turbine engine that had been installed
15 on N810AG was inspected by ROLLS-ROYCE and RHC in Indianapolis, Indiana. At that
16 inspection ROLLS-ROYCE downloaded the data from N810AG's Electronic Control Module.
17 The plotted data show that N810AG's engine was experiencing a series of extreme cycles
18 indicating uncontrollable full power followed by moments of uncontrollable power loss during
19 approximately the final 30 seconds of flight prior to the crash. The engine was thereafter
20 shipped to McSwain Engineering in Pensacola, Florida, where it remains and will remain until
21 the resolution or trial of this case.
22

23 37. On or about May 8, 2012, an inspection of the entire wreckage of N810AG was
24 conducted at McSwain Engineering in Pensacola, Florida. The inspection lasted over three
25 days. Representatives of RHC and ROLLS-ROYCE attended and participated in the inspection
26 along with experts retained by Plaintiffs.
27
28

1 43. Defendants, and each of them, expressly and impliedly represented, among other
2 things, that N810AG, its engine and all component parts, were designed, manufactured,
3 distributed, and sold by them, and each of them, were safe, airworthy and of merchantable
4 quality.

5 44. Defendants, and each of them, did not disclose to DECEDENTS, or either of
6 them, that N810AG was susceptible to catastrophic mechanical failure during foreseeable flight
7 operations.
8

9 45. At all times herein relevant, RHC held itself out to purchasers, users and
10 operators, including DECEDENTS, as among the world's leading producer of civil helicopters
11 and for being known worldwide for safe and reliable helicopters. In addition, at the time of
12 purchase, RHC provided, among other things, an express warranty concerning N810AG, which
13 stated in pertinent part the following:
14

15 Robinson Helicopter Company, Inc. (hereafter referred to as
16 RHC) warrants each new helicopter to be free from defects in
17 material and workmanship appearing within two years from the
18 date of delivery from the RHC factory or during the first one
19 thousand (1000) hours of operation, whichever occurs first...New
20 aircraft are equipped with new engines which have a separate
21 Rolls Royce limited warranty.
22

23 46. At all times herein relevant, HONEYWELL, ROLLS-ROYCE and DOES 1-
24 100, inclusive, held themselves out to purchasers, users and operators, including
25 DECEDENTS, as among the world's leading producers of aircraft engines and component
26
27
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1 parts and for being known worldwide for safe and reliable aircraft engines and aircraft
2 component parts.

3 47. At all times herein relevant, Defendants, and each of them, further expressly and
4 impliedly represented, among other things, that they each place great emphasis on research and
5 development and that they each maintain the highest standards for the design, manufacture and
6 service of helicopters, aircraft engines, and aircraft component parts.
7

8 48. Plaintiffs have provided Defendants with notice of the defects and, by way of
9 this complaint, provide further notice to each of them.

10 49. In the condition in which N810AG was sold and delivered to GAVIRIA, it was
11 not suitable for its intended purpose and use, resulting in injury and death to DECEDENTS
12 and resultant damages to Plaintiffs, individually and collectively.
13

14 50. At the time of the purchase, Defendants, and each of them, knew or had reason
15 to know that GAVIRIA and CABRERA, and each of them, intended to use the product, without
16 inspection for defects, for a particular purpose, to wit: flight.
17

18 51. At the time of purchase, Defendants, and each of them, knew or had reason to
19 know that DECEDENTS, and each of them, were relying upon Defendants', and each of their,
20 skill and judgment to select, furnish, design, manufacture, distribute and sell a product that was
21 suitable for the particular purpose.

22 52. DECEDENTS, and each of them, justifiably relied on Defendants' skill and
23 judgment in making the decision to purchase, operate and use N810AG.
24

25 53. With its inherent manufacturing and design defects, the product was not suitable
26 for the particular purpose.
27
28

1 54. As a result of the unsuitability of the product and its failure to meet the intended
2 purposes, N810AG crashed, and DECEDENTS, and each of them, were severely injured and
3 died. Plaintiffs, and each of them, were damaged as a result of Defendants', and each of their,
4 failures to provide a product suitable for the particular purposes sought by DECEDENTS.

5 55. Defendants, and each of them, expressly represented that N810AG, including
6 but not limited to its engine and aircraft component parts, were safe and airworthy when, in
7 fact, it was not.

8 56. Defendants, and each of them, made assurances to DECEDENTS, and each of
9 them, that N810AG was safe and that it conformed to Defendants', and each of their, stated
10 methods of producing helicopters, aircraft engines and aircraft component parts designed and
11 manufactured to the highest quality.
12

13 57. Contrary to the express and implied representations made by Defendants, and
14 each of them, N810AG contained, among other things, dangerous, defective characteristics of
15 its engine, fuel system component parts, and other parts, rendering it unsafe, and therefore not
16 designed, manufactured, distributed and sold as expressly represented by Defendants, and each
17 of them.
18

19 58. Defendants', and each of their, failure to provide a helicopter suitable for
20 DECEDENT's use, as expressly or impliedly represented, was a substantial factor in causing
21 the crash and death of DECEDENTS and the damages to Plaintiffs, and each of them, as herein
22 alleged.
23

24 59. As a direct and proximate result of the conduct of Defendants, and each of them,
25 Plaintiffs, and each of them, have lost their beloved husbands and fathers in the crash of
26 N810AG. As a direct and proximate result of the deaths of GAVIRIA and CABRERA,
27
28

1 Plaintiffs, and each of them, have suffered, *inter alia*, the loss of companionship, society, loss
2 of consortium, and the loss of love, companionship, comfort, care, assistance, protection,
3 affection, society, moral support, right of support, expectations of future support, as well as
4 other benefits and assistance that DECEDENTS, and each of them, would have provided to
5 each of them, according to proof at the time of trial.

6
7 60. As a further direct and proximate result of the conduct of Defendants, and each
8 of them, Plaintiffs, and each of them, have incurred economic expenses, including but not
9 limited to loss of financial support, personal property loss, funeral, burial and incidental
10 expenses for each decedent in an amount to be determined according to proof at the time of
11 trial.

12
13 **SECOND CAUSE OF ACTION**

14 **STRICT PRODUCT LIABILITY**

15 **(All Plaintiffs Against All Defendants)**

16 61. Plaintiffs incorporate by reference each and every prior and subsequent
17 allegation as though fully set forth herein.

18
19 62. At all relevant times RHC, among other things, designed, manufactured,
20 inspected, tested, trained, warranted, distributed and sold the model R66 helicopter, including
21 N810AG.

22 63. At all relevant times HONEYWELL, ROLLS-ROYCE and DOES 1-100,
23 among other things, designed, manufactured, inspected, tested, trained warranted, distributed
24 and sold the aircraft engine and aircraft component parts, including but not limited to the fuel
25 system component parts, of the model R66 helicopter, including N810AG.
26
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1 64. From the time GAVIRIA took delivery of N810AG through July 12, 2011,
2 N810AG, and its component parts, were in substantially the same condition, including but not
3 limited to the engine and fuel control system, and other parts, as it was when it left RHC's
4 possession, except for deterioration caused during normal, foreseeable, use caused by the
5 defective manufacture and/or design.

6
7 65. At all relevant times, N810AG was used in a way that was reasonably
8 foreseeable to Defendants, and each of them.

9 66. At all times herein mentioned, defendants, and each of them, knew and intended
10 that R66 helicopters and their component parts would be purchased by members of the public,
11 and used by the purchasers, pilots, and passengers without inspection for defects.

12
13 67. At all relevant times N810AG was defective in that, among other things, the
14 engine, fuel control system component parts, and other component parts, contained
15 manufacturing and/or design defects that caused N810AG to experience mechanical failure
16 during normal flight, resulting in, among other things, uncontrollable power surges and loss,
17 resulting in the crash, the death of DECEDENTS, and damages to Plaintiffs, and each of them,
18 according to proof at the time of trial.

19
20 68. By virtue of the foregoing defects and conditions in N810AG, the risks
21 associated with the design of the engine, fuel control system, and other parts outweigh its
22 benefits taking into account the potential harm to the helicopter occupants, the likelihood that
23 this harm would occur, the existence of several alternative designs at the time of the design and
24 manufacture and the cost of safer alternative designs.

25
26 69. Additionally, as manufactured, designed, distributed and sold, N810AG, its
27 engine, fuel system component parts, and other parts, was defective in that N810AG suffered
28

1 catastrophic mechanical failure and loss of power during normal flight operations, causing the
2 aircraft not to perform as safely as an ordinary consumer would have expected it to on the
3 occasion in question.

4 70. N810AG's defects were a substantial factor in causing harm to DECEDENTS
5 and damages to the Plaintiffs, and each of them, as alleged herein, and as such, Defendants, and
6 each of them, are strictly liable.
7

8 **THIRD CAUSE OF ACTION**

9 **NEGLIGENCE**

10 **(All Plaintiffs Against Defendants RHC, HONEYWELL,**
11 **ROLLS-ROYCE AND DOES 1-100)**
12

13 71. Plaintiffs incorporate by reference each and every prior and subsequent
14 allegation as though fully set forth herein.

15 72. Plaintiffs are informed and believe, and thereon allege, that at all times herein
16 Defendants RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100 inclusive, and each of
17 them, were engaged in the business of, among other things, designing, manufacturing,
18 inspecting, testing, training, marketing, distributing, advertising, warranting, selling and
19 monitoring its products in the market place including N810AG, its engine, its fuel system
20 component parts, and other parts.
21

22 73. At all times herein Defendants, and each of them, so negligently, carelessly,
23 and recklessly, among other things, designed, manufactured, inspected, tested, trained
24 warranted, distributed and sold the R66 model helicopter and their component parts, including
25 but not limited to the engine and fuel system component parts, including N810AG, so as to be
26 the direct and proximate cause of its mechanical failure during foreseeable use, causing the
27
28

1 crash and resultant injuries and death to DECEDENTS and damages to Plaintiffs, and each of
2 them, as described herein.

3 PRAAYER FOR DAMAGES

4 WHEREFORE, Plaintiffs pray for judgment for each Plaintiff against Defendants, and
5 each of them, as follows:

6
7 1. For general damages including but not limited to loss of love, society, comfort,
8 companionship and support in an amount in excess of Fifty Thousand Dollars (\$50,000.00),
9 according to proof and in accordance with California Code of Civil Procedure § 425.10;

10
11 2. For economic damages for past and future loss of financial support, in an
12 amount in excess of Fifty Thousand Dollars (\$50,000.00), according to proof and in accordance
13 with California Code of Civil Procedure § 425.10;

14
15 3. For economic damages including funeral, burial and related expenses, according
16 to proof and in accordance with California Code of Civil Procedure § 425.10;

17
18 4. For prejudgment interest, according to proof and in accordance with California
19 Code of Civil Procedure § 425.10;

20
21 5. For costs of suit incurred herein; and

22
23 6. For such other and further relief as the Court may deem just and proper.

24
25 Dated: July 9, 2013

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27 BAUM HEDLUND ARISTEI & GOLDMAN PC

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31 By: A. Ilyas Akbari

32
33 Attorneys for Plaintiffs

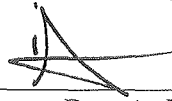
34
35 ///

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand trial by jury.

Dated: July 9, 2013

BAUM HEDLUND ARISTEI & GOLDMAN PC



By: A. Ilyas Akbari

Attorneys for Plaintiffs

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SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ROBINSON HELICOPTER COMPANY, INC., a corporation,
ROLLS-ROYCE CORPORATION, a corporation (See Attachment)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

DIANA CATALINA CABRERA, Individually as Surviving Daughter
and as Successor In Interest (See Attachment)

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

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 09 2013

John A. Clark, Executive Officer/Clerk
BY Shaunya Wesley, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

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

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

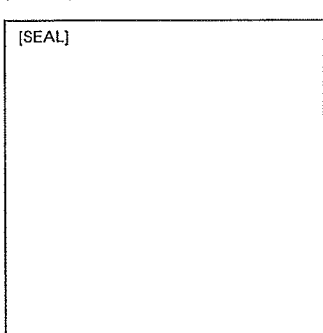
The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso): BC514477

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Baum, Hedlund, Aristei & Goldman, 12100 Wilshire Blvd., #950, Los Angeles, CA 90025 (310) 207-3233

DATE: JUL 09 2013
(Fecha) Clerk, by Shaunya Wesley, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

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



NOTICE TO THE PERSON SERVED: You are served

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

SHORT TITLE: _ CABRERA v. ROBINSON HELICOPTER COMPANY	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

to JOSE RICARDO CABRERA (also known as JUAN PABLO SAENZ), Deceased, on behalf of the heirs of JOSE RICARDO CABRERA, and as to any survivable causes of action; MIRYAN WILMA CABRERA (also known as MONICA ALEXANDRA SAENZ), Surviving Wife; RICARDO ANDRES CABRERA, Surviving Son; WILMA ALEXANDRA CABRERA, Surviving Daughter; and CINDY JOHANNA CABRERA, Surviving Daughter,

and

DIANA MARIA GOMEZ, Individually as Surviving Wife and as Successor in Interest to JUAN PABLO GAVIRIA ARISTIZABAL, Deceased, on behalf of the heirs of JUAN PABLO GAVIRIA ARISTIZABAL, and as to any survivable causes of action; JUAN PABLO GAVIRIA TREJOS, Surviving Son; LUIS FELIPE GAVIRIA, Surviving Son; and SYLVANA GAVIRIA, Surviving Daughter,

Plaintiffs,

SHORT TITLE: CABRERA v. ROBINSON HELICOPTER COMPANY, INC.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

ROLLS-ROYCE NORTH AMERICA, INC., a corporation, ROLLS-ROYCE HOLDINGS PLC, a corporation, HONEYWELL INTERNATIONAL, INC., a corporation, HONEYWELL AEROSPACE, a corporation, and DOES 1-100, Inclusive,

Defendants.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
A. Ilyas Akbari CSB #228051
Baum, Hedlund, Aristei & Goldman, P.C.
12100 Wilshire Boulevard, Suite 950
Los Angeles, CA 90025
TELEPHONE NO.: (310) 207-3233 FAX NO.: (310) 820-7444
ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY
**CONFORMED COPY
ORIGINAL FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

JUL 09 2013
John A. [Signature] Executive Officer/Clerk
BY [Signature] Shaunya Wesley Deputy

CASE NAME:
Cabrera et al. v. Robinson Helicopter Company, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC514477**
JUDGE:
DEPT:

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

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

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Three (3)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 9, 2013
A. ILYAS AKBARI
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: CABRERA v. ROBINSON HELICOPTER COMPANY, INC.

CASE NUMBER

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

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

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

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 30 HOURS/ DAYS

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

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

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

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

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

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

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

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

SHORT TITLE:

CABRERA v. ROBINSON HELICOPTER COMPANY, INC.

CASE NUMBER

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

SHORT TITLE:

CABRERA v. ROBINSON HELICOPTER COMPANY, INC.

CASE NUMBER

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

SHORT TITLE: CABRERA v. ROBINSON HELICOPTER COMPANY, INC.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

<p>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</p> <p><input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.</p>	<p>ADDRESS: Republic of Colombia</p>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">CITY: Republic of Colombia</td> <td style="width: 20%; padding: 2px;">STATE:</td> <td style="width: 50%; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY: Republic of Colombia	STATE:	ZIP CODE:	
CITY: Republic of Colombia	STATE:	ZIP CODE:		

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

Dated: July 9, 2013



(SIGNATURE OF ATTORNEY/FILING PARTY)

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

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