

JUL 09 2013

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

Ronald L.M. Goldman, Esq. (State Bar #33422)
A. Ilyas Akbari, Esq. (State Bar #228051)
BAUM HEDLUND ARISTEI & GOLDMAN, P.C.
12100 Wilshire Boulevard., Suite 950
Los Angeles, California 90025-7114
Telephone: (310) 207-3233
Facsimile: (310) 820-7444

Attorneys for Plaintiff

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 Ronald L.M. Goldman, Esq. (State Bar #33422)
A. Ilyas Akbari, Esq. (State Bar #228051)
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3 Los Angeles, California 90025-7114
Telephone: (310) 207-3233
4 Facsimile: (310) 820-7444

5 *Attorneys for Plaintiff*

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

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

18 and)

19)
20 DIANA MARIA GOMEZ, Individually as)
Surviving Wife to JUAN PABLO GAVIRIA)
21 ARISTIZABAL, Deceased, on behalf of the)
heirs of JUAN PABLO GAVIRIA)
22 ARISTIZABAL; JUAN PABLO GAVIRIA)
TREJOS, Surviving Son; LUIS FELIPE)
23 GAVIRIA, Surviving Son; and SYLVANA)
24 GAVIRIA, Surviving Daughter,)

25 Plaintiffs,)

26 v.)

27 ROBINSON HELICOPTER COMPANY, INC.,)
28 a corporation, ROLLS-ROYCE)

CASE NO. BC 514477

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

JURY TRIAL DEMANDED

1 CORPORATION, a corporation, ROLLS-)
 2 ROYCE NORTH AMERICA, INC., a)
 3 corporation, ROLLS-ROYCE HOLDINGS)
 4 PLC, a corporation, HONEYWELL)
 5 INTERNATIONAL, INC., a corporation,)
 6 HONEYWELL AEROSPACE, a corporation,)
 and DOES 1-100, Inclusive,)
 Defendants.)

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

20 **GENERAL ALLEGATIONS**

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

24 2. Both occupants, JUAN PABLO GAVIRIA ARISTIZABAL (hereinafter
 25 “GAVIRIA”) and JOSE RICARDO CABRERA (also known as JUAN PABLO SAENZ)
 26 (hereinafter “CABRERA”), died on the scene after N810AG experienced a mechanical
 27 malfunction and uncontrollable loss of power (hereinafter, GAVIRIA and CABRERA,
 28 collectively, referred to as “DECEDENTS”).

PARTIES

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

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

11 5. Plaintiff RICARDO ANDRES CABRERA is the surviving son of CABRERA,
12 and he sues in his individual capacity. RICARDO ANDRES CABRERA is a citizen of the
13 United States.

14 6. Plaintiff WILMA ALEXANDRA CABRERA is the surviving daughter of
15 CABRERA, and she sues in her individual capacity. WILMA ALEXANDRA CABRERA is a
16 citizen of the United States.

17 7. Plaintiff CINDY JOHANNA CABRERA is the surviving daughter of
18 CABRERA, and she sues in her individual capacity. CINDY JOHANNA CABRERA is a
19 United States citizen and resides in the State of California.

20 8. Plaintiff DIANA MARIA GOMEZ is the sole surviving spouse to JUAN
21 PABLO GAVIRIA ARISTIZABAL, deceased, and she brings this action in her individual
22 capacity as surviving wife and her representative capacity for the heirs of GAVIRIA for the use
23 and benefit of all persons entitled to recover for the death of GAVIRIA, deceased.

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

26 10. Plaintiff LUIS FELIPE GAVIRIA is the surviving son of GAVIRIA, deceased,
27 and he sues in his individual capacity.
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1 11. Plaintiff SYLVANA GAVIRIA is the surviving daughter of GAVIRIA,
2 deceased, and she sues in her individual capacity.

3 12. Defendant ROBINSON HELICOPTER COMPANY, INC. (hereinafter “RHC”)
4 is a California corporation. It maintains its principal place of business and headquarters in Los
5 Angeles County, California. RHC is a California citizen and is subject to personal jurisdiction
6 in the State of California. RHC, among other things, designed, manufactured, tested, inspected,
7 trained pilots to fly, distributed, advertised, marketed, warranted and sold N810AG in Los
8 Angeles County.

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

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

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

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

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

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

4 19. Defendants ROLLS-ROYCE CORPORATION, ROLLS-ROYCE NORTH
5 AMERICA, INC., ROLLS-ROYCE HOLDINGS PLC and DOES 11-20, inclusive
6 (collectively, hereinafter "ROLLS-ROYCE"), among other things, designed, manufactured,
7 tested, inspected, trained, distributed, advertised, marketed, warranted and sold, among other
8 things, the Rolls Royce RR 300 turboshaft engine to be installed, and which was installed, on
9 all Robinson R66 helicopters, including N810AG, which was designed, manufactured and sold
10 in Los Angeles County.

11 20. Plaintiffs are informed and believe, and thereon allege that, at all times herein
12 relevant that RHC, HONEYWELL, ROLLS-ROYCE and DOES 1-100, and each of them,
13 participated in and were actively engaged in the development and design of the Rolls-Royce
14 RR300 engine and its component parts, for the R66 model helicopter, including N810AG, and
15 each of them approved, adopted, and ratified the design of the Rolls-Royce RR300 engine and
16 the fuel system component parts for use in the R66 helicopter models, including N810AG.

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

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

1 BACKGROUND

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

9 30. Plaintiffs are informed and believe, and thereon allege, that RHC claims it
10 produced its 10,000th helicopter in November 2011 and that it produces the most civilian
11 helicopters in the world.

12 (http://www.robinsonheli.com/rhc_company_history.html).

13 31. In addition, according to RHC's Winter 2013 newsletter, RHC produced 517
14 helicopters in 2012 and, "[a]s in previous years, the majority (70 percent) of sales went to
15 foreign customers."

16 (http://www.robinsonheli.com/media/newsletters/2013_winter.pdf).

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

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

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

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

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

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

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

19 38. On or about March 14, 2013, a further inspection of fuel system component
20 parts, including but not limited to the fuel control, power turbine governor and fuel pump, was
21 conducted at Aeroscope, Inc. in Broomfield, Colorado. Representatives from HONEYWELL
22 (the manufacturer of the component parts) and ROLLS-ROYCE attended and participated in
23 the inspection along with experts retained by Plaintiffs.

24 39. On or about May 28, 2013 a detailed scientific inspection of fuel system
25 component parts, including but not limited to the fuel control, power turbine governor and fuel
26 pump, was conducted at McSwain Engineering in Pensacola, Florida. Representatives from
27 HONEYWELL and ROLLS-ROYCE attended and participated in the inspection along with
28 experts retained by Plaintiffs.

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thousand (1000) hours of operation, whichever occurs first...New aircraft are equipped with new engines which have a separate Rolls Royce limited warranty.

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

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

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

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

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

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

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

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

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

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

21 59. As a direct and proximate result of the conduct of Defendants, and each of them,
22 Plaintiffs, and each of them, have lost their beloved husbands and fathers in the crash of
23 N810AG. As a direct and proximate result of the deaths of GAVIRIA and CABRERA,
24 Plaintiffs, and each of them, have suffered, *inter alia*, the loss of companionship, society, loss
25 of consortium, and the loss of love, companionship, comfort, care, assistance, protection,
26 affection, society, moral support, right of support, expectations of future support, as well as
27 other benefits and assistance that DECEDENTS, and each of them, would have provided to
28 each of them, according to proof at the time of trial.

1 inspecting, testing, training, marketing, distributing, advertising, warranting, selling and
2 monitoring its products in the market place including N810AG, its engine, its fuel system
3 component parts, and other parts.

4 73. At all times herein Defendants, and each of them, so negligently, carelessly,
5 and recklessly, among other things, designed, manufactured, inspected, tested, trained
6 warranted, distributed and sold the R66 model helicopter and their component parts, including
7 but not limited to the engine and fuel system component parts, including N810AG, so as to be
8 the direct and proximate cause of its mechanical failure during foreseeable use, causing the
9 crash and resultant injuries and death to DECEDENTS and damages to Plaintiffs, and each of
10 them, as described herein.

11 **PRAYER FOR DAMAGES**

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

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

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

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

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

24 5. For costs of suit incurred herein; and

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

Dated: July 9, 2013

BAUM HEDLUND ARISTEI & GOLDMAN PC

By: A. Ilyas Akbari

Attorneys for Plaintiffs

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