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IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN THE COUNTY OF KING

GUILLERMO SANCHEZ and EMILY
CROW, husband and wife,

Plaintiffs,

v.

AIRBUS HELICOPTERS, INC. a subsidiary
of AIRBUS GROUP, INC., a Delaware
corporation, and AIRBUS HELICOPTERS,
S.A.S., a subsidiary of AIRBUS GROUP SE,
formerly EUROCOPTER, a foreign
corporation, SINCLAIR BROADCAST
GROUP, INC., a Maryland corporation, d/b/a
KOMO, HELICOPTERS, INC, a Delaware
corporation, MARIA BELEN CASTELLANO
CASTELLANO, As Personal Representative
of THE ESTATE OF GARY PFITZNER,
Deceased; JOHN DOES 1-20.

Defendants.

NO. 16-2-06330-6 SEA

**FIRST AMENDED COMPLAINT
FOR INJURIES AND DAMAGES**

COME NOW Plaintiffs herein and allege as follows:

PLAINTIFFS' FIRST AMENDED COMPLAINT FOR DAMAGES - 1



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1 **GENERAL ALLEGATIONS**

2 **I. NATURE OF ACTION**

3 1. This is a product liability, negligence, and personal injury action brought by
4 Guillermo Sanchez and Emily Crow, a married couple, injured on March 18, 2014, when a
5 helicopter crashed onto the hood of Mr. Guillermo Sanchez’s vehicle. The helicopter was a
6 Eurocopter AS 350 B2 model helicopter, Federal Aviation Administration Registration No.
7 N250FB (“subject helicopter”). The helicopter was owned by Helicopters, Inc., operated by
8 Helicopters, Inc. employee Gary Pfitzner, deceased, and operated pursuant to a contract with
9 KOMO TV. The crash occurred at or around the KOMO TV Heliport, owned by Sinclair Broadcast
10 Group.

11 **II. PARTIES**

12 2.1 Plaintiffs Guillermo Sanchez and Emily Crow (“Plaintiffs”) were injured in the
13 aforementioned crash and have standing to bring this action.

14 2.2 Defendant Airbus Helicopters S.A.S. (“Airbus”) is a subsidiary of Airbus Group,
15 SE, formerly Eurocopter, a foreign corporation organized and existing under the laws of France,
16 whose principal office is located at Aeroport International Marseille, 13725 Marignane Cedex,
17 France. At all times relevant to this lawsuit, Airbus conducted business into and within the State
18 of Washington and has an agent in King County, American Eurocopter Corporation, located at
19 13603 129th Place NE Kirkland, WA 98034. Defendant Airbus is the type certificate holder for
20 the Eurocopter AS 350 B2 helicopter. Defendant Airbus S.A.S. is subject to the *in personam*
21 jurisdiction of this Court.



1 2.3 Defendant Airbus Helicopters, Inc. (“Airbus Helicopters”) a subsidiary of Airbus
2 Group, Inc., formerly known as, and doing business as, Eurocopter, is a corporation organized
3 and existing under the laws of the State of Delaware, with its principal place of business in
4 Grand Prairie, Texas. Airbus Helicopters manufactures, designs, markets, sells, assembles,
5 supports, provides training solutions and places its helicopters into the stream of commerce in
6 the United States from its Grand Prairie, Texas facility. Airbus Helicopters does business in
7 Washington and is the type certificate holder for aircraft model AS-350B2. The AS 350B
8 helicopter is manufactured in Columbus, Mississippi. Prior to March 18, 2014, the subject
9 helicopter, including but not limited to its structural components, airframe, electrical, fuel and
10 hydraulic systems and component parts, rotor blades, safety systems, engine, flight controls,
11 subassemblies, manuals, bulletins, notices and/or directives (hereinafter collectively referred to
12 as “the Helicopter Products”), were designed, tested, inspected, certified, overhauled, serviced,
13 repaired, assembled, manufactured, sold, marketed and/or otherwise placed into the stream of
14 commerce by Airbus and Airbus Helicopters.

15 2.4 Defendant Sinclair Broadcasting Group, Inc. d/b/a/ KOMO (“KOMO”) is a
16 Washington-based television and radio station and a ABC Television affiliate owned and
17 operated by Sinclair Broadcasting Group, Inc., a Maryland company with headquarters in
18 Cockeysville, Maryland, as part of a duopoly with Univision affiliate KUNS-TV, licensed to
19 Bellevue, Washington. KOMO is located in Seattle, Washington, United States. The station's
20 studios, offices and helipad are located within KOMO Plaza in the Lower Queen Anne section of
21 Seattle, directly across the street from the Space Needle, where the subject crash occurred.



1 2.5 Defendant Helicopters, Inc. is a corporation organized and existing under the laws
2 of the State of Missouri, with its principal place of business in Cahokia, Illinois. Helicopters,
3 Inc. does substantial business in Washington and its registered agent is located at
4 Registered Agent Solutions, Inc., 3400 Capitol Blvd. SE, Suite 101, Tumwater, WA 98501-
5 3351, in Thurston County, Washington. Helicopters, Inc. was the registered owner of the subject
6 aircraft, N250FB, and as such was primarily responsible for the maintenance of the subject
7 aircraft and its continued airworthy condition.

8 2.6 Decedent Gary Pfitzner was the pilot in command of the subject aircraft at all
9 times during the last flight which resulted in the crash described herein. He was a resident of
10 King County, Washington. Defendant Maria Belen Castellano Castellano is the duly appointed
11 Personal Representative of the Estate of Gary Pfitzner under King County Superior Court
12 Probate Proceeding 16-4-00576-1KNT. At all times material hereto Decedent Gary Pfitzner was
13 married to Defendant Maria Belen Castellano Castellano and constituted a marital community
14 under the laws of the State of Washington. All actions of Decedent Gary Pfitzner were
15 performed on behalf of the marital community.

16 2.7 The true names and capacities, whether individual, corporate, associate or
17 otherwise, of Defendants DOES 1-20, inclusive, are unknown to Plaintiffs and are therefore sued
18 under those fictitious names. Plaintiffs are informed and believe, and therefore allege, that each
19 of the individuals were in some manner tortiously responsible for the event and happenings
20 alleged in this Complaint and legally caused the injuries and damages to Plaintiffs alleged herein.



1 **III. JURISDICTION AND VENUE**

2 3.1 Venue is proper in this Court because Plaintiffs were at all times material hereto
3 residents of Snohomish County, Washington.

4 3.2 Venue is also proper in this county because Defendants, Airbus Helicopters, Inc.,
5 Airbus Helicopters, S.A.S., Sinclair Broadcasting Group, Inc. d/b/a KOMO, and Helicopters, Inc.
6 regularly do business in the State of Washington and King County.

7 3.3 Venue is proper in this Court because decedent Gary Pfitzner and Defendant Maria
8 Belen Castellano Castellano, were at all times material hereto residents of King County,
9 Washington and the probate of the Estate of Gary Pfitzner is filed in King County Superior Court.
10 RCW 4.12.020(3).

11 3.4 This action is properly brought before the Superior Court of the State of Washington
12 for King County because Defendants transacted business and committed a tortious act within
13 Washington State, which forms the basis of this Complaint for Damages. RCW 4.28.185(1)(a);
14 RCW 4.12.020(3).

15 3.5 Jurisdiction and venue are appropriate in King County, Washington, which is where
16 the cause of action arose. RCW 4.12.020(3).

17 3.6 The Court further has jurisdiction over this action and these defendants because, at
18 all times material hereto, Defendants, Airbus Helicopters, Inc., Airbus Helicopter, S.A.S., Sinclair
19 Broadcasting Group, Inc. d/b/a KOMO, Helicopters, Inc., were regularly engaging in business
20 within the State of Washington. Further, said Defendant companies, and/or their predecessor or
21 successor entities, were responsible for manufacturing, remanufacturing, overhauling, assembling,
22



1 supporting, supplying and/or selling the helicopter and or component parts thereof which was or
2 were the cause of the crash described below.

3 **IV. SUBJECT HELICOPTER**

4 4.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I-III, above, by
5 reference herein.

6 4.2 The helicopter involved in the March 18, 2014 crash more specifically described
7 below was a model AS 350 B2, serial number 3669, manufactured by Airbus Helicopters (formerly
8 Eurocopter) in 2003. The aircraft was certified by the Federal Aviation Administration on October
9 18, 2007.

10 4.3 Said aircraft was owned and operated by Helicopters, Inc. No other owners are
11 listed on the Federal Aviation Administration Registry page.

12 4.4 The engine on the accident aircraft was a Turbomeca, Arriel 1D1, serial number
13 9849. The Federal Aviation Administration airworthiness date was August 28, 2003.

14 **V. THE CRASH**

15 5.1 Plaintiff hereby alleges and incorporates all paragraphs in Sections I-IV, above, by
16 reference herein.

17 5.2 On March 18, 2014, the Eurocopter AS 350 B2 model helicopter, Federal Aviation
18 Administration Registration No. N250FB, equipped for Electronic News Gathering (ENG), was
19 piloted by Helicopters, Inc. employee Gary Pfitzner, and carrying a passenger, a photojournalist
20 employed by Helicopters, Inc. working for KOMO, Bill Strothman.

21 5.3 At all times material hereto Defendant Gary Pfitzner was piloting the helicopter
22 pursuant to his duties on behalf of Helicopters, Inc.



1 5.4 At all times material hereto Defendant Gary Pfitzner was acting in the course and
2 scope of his employment for Helicopters, Inc. As a result, Helicopters, Inc. is responsible under
3 the doctrine of respondeat superior.

4 5.5 At all times material hereto Defendant Gary Pfitzner was piloting the helicopter
5 pursuant to his duties on behalf of KOMO.

6 5.6 At all times material hereto Defendant Gary Pfitzner was acting in the course and
7 scope of his employment for KOMO. As a result, KOMO is responsible under the doctrine of
8 respondeat superior.

9 5.7 At all times material hereto Defendant Gary Pfitzner was married to MARIA
10 BELEN CASTELLANO CASTELLANO.

11 5.8 Earlier that morning the news team had flown to Covington, Washington, to shoot
12 video of a water main break. They then flew the subject helicopter to KOMO, upon reason and
13 belief, to refuel before returning to Renton Municipal airport where it was hangered.

14 5.9 Witnesses in the area reported that the subject helicopter initially lifted off the
15 helipad to approximately fifteen feet, followed by a muffled sound like a car backfiring, then
16 immediately pointed nose up, and began rotating counter-clockwise, appearing out of control and
17 then crashing into the street below.

18 5.10 At that same time, Plaintiff Guillermo Sanchez was on his way to work. He was
19 waiting at a red light, when the subject helicopter dropped from the sky, and crashed in a fireball
20 onto the hood of his truck.

21 5.11 Plaintiff Sanchez witnessed the helicopter occupants perish in front of him and the
22 occupied vehicle in front of him aflame. Flaming helicopter parts crashed against his truck. He



1 fled his truck, using the truck door as shield. Huge flames and thick plumes of black smoke
2 poured from the blazing wreckage, about fifty yards from the base of the Space Needle.

3 5.12 Plaintiff Sanchez injured his shoulder and ankle while escaping the debris and
4 flames. He also suffered acute toxic smoke inhalation. He saw the crew burning alive inside the
5 subject helicopter.

6 5.13 After escaping from his truck, his only thought was trying to help save them and
7 others. But there was nothing he could do.

8 5.14 Fiery fuel gushed from the wreckage and burned for an entire block. Secondary
9 explosions were seen and continued for several minutes after. Plaintiff Sanchez's silver truck
10 can be seen below with the driver's side door opened. The wreckage of the helicopter can be
11 seen burning across the street and sidewalk below.



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21 5.15 As a direct and proximate result of the above-described helicopter crash, Plaintiffs
22 have sustained injuries and damages which are set forth below.



1 **VI. CAUSE OF ACTION UNDER WASHINGTON PRODUCT LIABILITY**
2 **ACT AGAINST AIRBUS HELICOPTERS, INC. AND AIRBUS**
3 **HELICOPTERS, S.A.S.**

4 6.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I-V, above, by
5 reference herein.

6 6.2 At all times relevant hereto, Defendants Airbus Helicopters, Inc. and Airbus
7 Helicopters, S.A.S. were engaged in the business of designing, manufacturing, remanufacturing,
8 assembling, marketing, testing, selling, delivering, overhauling, rebuilding, supplying parts
9 and/or maintaining the subject model helicopter, engine and/or components thereof, as well as
10 issuing instructions, guidelines, warnings, cautions, and service information concerning the use
11 of the subject model helicopter and engine and/or components thereof, including the subject
12 engine and/or its components.

13 6.3 At all times, Defendants Airbus and Airbus Helicopters held final design approval
14 authority for the subject model rotorcraft.

15 6.4 Defendants Airbus and Airbus Helicopters created a defective and unsafe
16 condition in the subject helicopter and engine in that the design, manufacture, remanufacture,
17 rebuild, assembly, testing, marketing and sale of the subject helicopter and engine and/or
18 components thereof were negligent and unreasonably dangerous and Defendants Airbus and
19 Airbus Helicopters failed to issue proper and adequate guidelines, instructions, cautions and
20 warnings related to the use of the subject helicopter and engine and/or components thereof. As
21 such, the subject helicopter and engine was not reasonably safe as designed and/or manufactured
22 and/or not reasonably safe because adequate warnings or instructions were not provided.



1 6.5 The action brought herein against Defendants Airbus and Airbus Helicopters is
2 brought pursuant to the common law of negligence and the Washington Product Liability Act,
3 Chapter RCW 7.72. Plaintiffs allege by reference, against defendants Airbus and Airbus
4 Helicopters, each of the causes of action enumerated in RCW 7.72, including, but not limited to,
5 strict liability, negligence, breach of express or implied warranty, failure to warn, failure to
6 properly instruct as to use, misrepresentation, concealment, nondisclosure and/or negligent and
7 defective design, assembly and manufacture.

8 6.6 The March 18, 2014 helicopter crash described above was the direct and
9 proximate result of the tortious acts and omissions and conduct of Defendants Airbus and Airbus
10 Helicopters.

11 6.7 As a direct and proximate result of the tortious acts and omissions and conduct of
12 defendants Airbus and Airbus Helicopters, Plaintiffs have sustained injuries and damages which
13 are set forth below.

14 **VII. CAUSE OF ACTION FOR STRICT LIABILITY AGAINST**
15 **AIRBUS HELICOPTERS, INC. AND AIRBUS HELICOPTERS, S.A.S.**

16 7.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I-VI, above, by
17 reference herein.

18 7.2 At all times relevant hereto, Defendants Airbus and Airbus Helicopters were
19 engaged in the business of designing, manufacturing, assembling, marketing, testing, selling,
20 delivering, overhauling, rebuilding, supplying parts and/or maintaining the subject model
21 helicopter and engine and/or components thereof, and were responsible for issuing instructions,
22 guidelines, warnings and cautions concerning the use of the subject model helicopter and engine
23 and/or components thereof.



1 7.3 Defendants Airbus and Airbus Helicopters created and/or sold the subject
2 helicopter and engine and/or components thereof which were defective, unsafe and unreasonably
3 dangerous in that the design, manufacture, remanufacture, assembly, testing, marketing,
4 installing, selling and delivery of the subject helicopter and engine and/or components thereof
5 were unreasonably dangerous.

6 7.4 At all times, Defendants Airbus and Airbus Helicopters held final design approval
7 authority over the other defendants.

8 7.5 Defendants Airbus and Airbus Helicopters provided inadequate instructions,
9 guidelines, warnings, manuals and cautions regarding maintenance, testing, service, storage and
10 operation of the subject engine and/or helicopter and/or components thereof, making the subject
11 helicopter and engine and/or components thereof unreasonably dangerous.

12 7.6 As a direct and proximate result of the defective conditions and the acts and
13 omissions of Airbus and Airbus Helicopters the subject helicopter malfunctioned and crashed,
14 causing injuries and damages to Plaintiffs as set forth below.

15 **VIII. CAUSE OF ACTION FOR NEGLIGENCE AGAINST AIRBUS**
16 **HELICOPTERS, INC. AND AIRBUS HELICOPTERS, S.A.S.**

17 8.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I-VII, above,
18 by reference herein.

19 8.2 The crash of N250FB which resulted in the injuries and damages to Plaintiffs
20 was caused by direct and proximate result of the negligent acts and omission of Defendants
21 Airbus Helicopters, Inc. and Airbus Helicopters, S.A.S., in the design, manufacturing,
22 inspection, assembly, testing, installation, marketing, selling, delivery, certification of the subject
23 aircraft and failure to provide adequate warnings.



1 8.3 Defendant Airbus Helicopters, Inc. and Airbus Helicopters, S.A.S. failed to
2 issue proper and adequate warnings, guidelines, instructions and cautions related to the
3 maintenance and use of the subject helicopter and its component parts. Defendant Airbus
4 Helicopters, Inc. and Airbus Helicopters, S.A.S. also breached their post-sale duty to warn and
5 failed to take action to prevent use of the dangerous subject helicopter and component parts.

6 8.3 As a direct and proximate cause of the above negligence, including Defendants'
7 acts and omissions, N250FB crashed, injuring and causing damages to Plaintiffs as set forth
8 below.

9 8.4 The above-described plane crash and resulting damages to Plaintiffs were the
10 direct and proximate result of the combined negligence and or tortious conduct of all the
11 Defendants herein.

12 8.5 As a direct and proximate result of said conduct of the Defendants, Plaintiffs
13 have sustained injuries and damages which are set forth below.

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15 **IX. CAUSE OF ACTION FOR NEGLIGENCE AGAINST
 HELICOPTERS, INC., KOMO, AND GARY PFITZNER**

16 9.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I-VIII, above,
17 by reference herein.

18 9.2 The crash of N250FB which resulted in the injuries and damages to Plaintiffs was
19 caused by direct and proximate result of the negligent acts and omission of Defendants KOMO,
20 Helicopters, Inc. and or decedent Gary Pfitzner in the operation of the subject aircraft and or the
21 negligent acts and omissions of the Defendants in the maintenance and inspection of the subject
22 aircraft.



1 9.3 The crash of N250FB which resulted in injuries and damages to Plaintiffs was
2 caused by a failure of Helicopters, Inc. and KOMO to adequately train pilot Gary Pfitzner. Upon
3 information and belief, Helicopters, Inc. used an outdated AS350-B2 Rotorcraft Flight Manual
4 (RFM) and checklist to train Mr. Pfitzner which did not reflect revisions made in 2010.

5 9.4 As a direct and proximate cause of the above negligence, including Defendants'
6 acts and omissions, N250FB crashed, injuring and causing damages to plaintiffs as set forth
7 below.

8 9.5 The above-described plane crash and resulting damages to Plaintiffs were the
9 direct and proximate result of the combined negligence and or tortious conduct of all the
10 Defendants herein.

11 9.6 As a direct and proximate result of said conduct of the Defendants, Plaintiffs have
12 sustained injuries and damages which are set forth below.

13 **X. PROXIMATE CAUSE AND DAMAGES**

14 10.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I-IX, above, by
15 reference herein.

16 10.2 Plaintiff Guillermo Sanchez sustained as a result of the crash severe and
17 permanent physical and mental injuries, pain and suffering, and mental anguish, including but
18 not limited to ankle injury, shoulder injury requiring reconstructive surgery, lost past wages, loss
19 of future earning capacity, and severe and permanent Post Traumatic Stress Disorder (PTSD).

20 10.3 Plaintiff Emily Crow sustained as a result of the crash damages for loss of
21 consortium and support as a result of the injuries suffered by her husband, Guillermo Sanchez.
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1 10.4 Plaintiffs bring this action for the aforementioned personal physical and mental
2 injuries they have sustained for their lost past and future earnings and lost earning capacity, for
3 their past and future medical and other expenses, related to their injuries, and for their
4 diminished ability to enjoy life, and for all other recoverable general and special damages
5 relating to their injuries from the aforementioned crash. Defendants are jointly and severally
6 liable for all such damages.

7 **XI. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for judgment of liability in favor of the Plaintiffs and
9 against the Defendants herein as follows:

10 1. For general damages for the physical pain and suffering, mental and emotional
11 distress, anguish, anxiety, fear from pending peril of the crash, impairment of earning capacity,
12 loss of services, including loss of love, affection, care, companionship, society and consortium,
13 loss of enjoyment of life and all such other damages as are just and recoverable as general
14 damages for each Plaintiff;

15 2. For special damages in an amount to be proven at the time of trial for all medical
16 expenses past and future, all lost earnings past and future, and all other such recoverable special
17 damages as are just arising from the injuries to Plaintiffs;

18 3. For all other general and special damages recoverable under Washington state law
19 or any other applicable law;

20 4. For exemplary or punitive damages as applicable;

21 5. For all costs and expenses herein;

22 6. For pre and post-judgment interest;



7. For attorney fees, disbursements, and litigation expenses; and
8. For such other further relief that the Court may deem just and equitable.

DATED this 4th day of August, 2017.

FRIEDMAN | RUBIN®

LAW OFFICE OF JAMES R. WALSH

/s/Alisa Brodkowitz .

/s/ Kevin D. Anderson .

Alisa Brodkowitz, WSBA #31749
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1 **CERTIFICATE OF SERVICE**

2 The undersigned declares as follows:

3 1. I am employed at Friedman Rubin, attorneys of record for Plaintiffs Sanchez and
4 Crow;

5 2. I hereby certify that on August 4, 2017, I served the foregoing FIRST
6 AMENDED COMPLAINT on counsel of records in the manner indicated:

7 David M. Beninger Luvera Law Firm 6700 Columbia Center 701 Fifth Avenue Seattle, WA 98104 david@luveralawfirm.com Counsel for Plaintiffs Newman and Jung	Via Messenger X Via Email X Via KCSC E-Service, if opted in Via U.S. Mail, First Class
11 Kevin D. Anderson LAW OFFICE OF JAMES R. WALSH 20201 Cedar Valley Rd., Suite 140 Lynwood, WA 98036 kevin@jrwalshlaw.com Co-Counsel for Plaintiffs Guillermo Sanchez and Emily Crow	Via Messenger X Via Email X Via KCSC E-Service, if opted in Via U.S. Mail, First Class
15 Steven O. Rosen Lisa Lear The Rosen Law Firm, P.C. 1000 SW Broadway, Suite 1220 Portland, Oregon 97205 Rosen@RosenLawFirm.com lear@rosenlawfirm.com <u>Counsel for Defendants Helicopters, Inc. and Sinclair Broadcasting</u>	Via Messenger X Via Email X Via KCSC E-Service, if opted in Via U.S. Mail, First Class



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<p>7 Steven W. Fogg 8 Kelly H. Sheridan 9 CORR CRONIN MICHAELSON 10 BAUMGARDNER FOGG & MOORE LLP 11 1001 Fourth Ave., Suite 3900 12 Seattle, WA 98154 13 sfogg@corrchronin.com 14 ksheridan@corrchronin.com 15 Counsel for Airbus Defendants</p>	<p>Via Messenger X Via Email X Via KCSC E-Service, if opted in Via U.S. Mail, First Class</p>
<p>12 Eric C. Strain 13 Joseph Ortego 14 Thomas Mealiffe 15 NIXON PEABODY LLP 16 437 Madison Avenue 17 New York, NY10022 18 estrain@nixonpeabody.com 19 tmealiffe@nixonpeabody.com 20 jortego@nixonpeabody.com 21 Counsel for Airbus Defendants</p>	<p>Via Messenger X Via Email X Via KCSC E-Service, if opted in Via U.S. Mail, First Class</p>

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1 I declare under penalty of perjury under the laws of the State of Washington that the
2 foregoing is true and correct.

3 DATED this 4th day of August 2017, at Seattle, Washington.

4 /s/Jessica Vick
5 Jessica Vick, Paralegal

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