



STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 17-CVS-_____

LENNARD BARTLETT, SR.,
ADMINISTRATOR OF THE ESTATE OF)
MARY SUSAN WHITE BARTLETT,)

PLAINTIFF,)

v.)

ESTATE OF JEFFREY L. BURKE;)
AIR METHODS CORPORATION;)
AIRBUS HELICOPTERS)
DEUTSCHLAND GmbH;)
AIRBUS HELICOPTERS, INC.;)
SAFRAN HELICOPTER ENGINES; and)
SAFRAN USA, INC.)

DEFENDANTS.)

COMPLAINT
(COMP)
(JURY TRIAL DEMANDED)

COMES NOW Plaintiff Lennard Bartlett, Sr., as Administrator of the Estate of Mary Susan White Bartlett, deceased, complaining of the Defendants, and alleges and says as follows:

ALLEGATIONS PERTAINING TO ALL CAUSES OF ACTION

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PRELIMINARY STATEMENT

1. This is a negligence and breach of warranty action seeking compensatory and punitive damages stemming from a helicopter crash in Hertford, North Carolina on or about September 8, 2017, which resulted in the death of Mary Susan White Bartlett.

PLAINTIFF

2. Plaintiff Lennard Bartlett, Sr. brings this action in his capacity as Administrator of the Estate of Mary Susan White Bartlett, deceased.

3. Plaintiff Lennard Bartlett, Sr. was appointed as Administrator of the Estate of Mary Susan White Bartlett, deceased, on October 5, 2017 in the Pasquotank County Superior Court Division.

PLAINTIFF'S DECEASED

4. Plaintiff's deceased, Mary Susan White Bartlett, age 70, died from injuries sustained in the referenced helicopter crash of September 8, 2017.

DEFENDANT ESTATE OF JEFFREY L. BURKE

5. Jeffrey L. Burke (hereinafter sometimes referred to as “Mr. Burke”) was the pilot-in-command of the Eurocopter Deutschland GmbH MBB-BK117 C-2 helicopter, registration no. N146DU, and was at all times the pilot-in-command of that aircraft prior to and during the crash flight.

6. Mr. Burke was killed in the helicopter crash which is the subject of this action and Dina Burke was duly appointed the Executrix of his estate by the clerk of Johnston County, North Carolina on October 3, 2017.

7. At the time of the crash, Mr. Burke was employed by Defendant Air Methods Corporation and was acting within the course and scope of his employment with Air Methods as the pilot-in-command of the subject aircraft.

8. Defendant Estate of Jeffrey L. Burke may be served through the Executrix of the Estate, Dina V. Burke, 33 W. Smoketree Court, Clayton, North Carolina 27527.

DEFENDANT AIR METHODS CORPORATION

9. Defendant Air Methods Corporation (hereinafter referred to as “Defendant Air Methods”) is a Delaware Corporation located at 7301 S. Peoria Street, Englewood, Colorado 80112. Defendant Air Methods may be served through its Registered Agent, CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, North Carolina 27615.

10. Defendant Air Methods Corporation maintains a registered office in North Carolina and has a certificate of authority from the Secretary of State, thereby making Air Methods a domestic corporation of North Carolina.

11. At all times pertinent hereto, Defendant Air Methods conducted and continues to conduct regular business activities in Durham County, North Carolina.

12. At all times pertinent hereto, Defendant Air Methods was and currently is engaged in the business of providing helicopter transportation to patients.

13. At all times material hereto, Defendant Air Methods operated and maintained Duke Life Flight at Duke University Medical Center, located at 2301 Erwin Road, Durham, North Carolina by and through its various employees and agents.

14. At all times material hereto, Defendant Air Methods was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Air Methods, including the pilot-in-command of the helicopter, Jeffrey L. Burke, and the mechanics who performed work on the helicopter.

DEFENDANT AIRBUS HELICOPTERS DEUTSCHLAND GMBH

15. Defendant Airbus Helicopters Deutschland GmbH (hereinafter referred to as "Defendant Airbus Deutschland"), formerly Eurocopter Deutschland GmbH, is a German corporation with its corporate headquarters and principle place of business located at Kreetslag 10, Hamburg D2112, Germany. Defendant Airbus Deutschland may be served through the Designated German Authority pursuant to Hague Convention.

16. Defendant Airbus Deutschland is liable in all respects as it is the successor corporation of Eurocopter Deutschland GmbH which was the original manufacturer of the subject Eurocopter Deutschland GmbH MBB-BK117 C-2 helicopter and there was and continues to be an express and/or implied agreement between Defendant Airbus Deutschland and Eurocopter Deutschland to assume all its post-sale liabilities and obligations. Plaintiff herein has no remedy against the predecessor corporation, Eurocopter Deutschland, due to its reorganization.

17. At all times pertinent hereto, Defendant Airbus Deutschland was and currently is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopters and component parts for ultimate sale and/or use in the State of North Carolina.

18. At all times material hereto, Defendant Airbus Deutschland has sold, delivered, and/or distributed such products including the 2011 Eurocopter Deutschland MBB-BK117 C-2 helicopter and component parts for ultimate sale and/or use in the State of North Carolina, to be used by a foreseeable class of persons, of whom Mary Susan White Bartlett was a member, consisting of those persons who may be passengers on an Airbus helicopter.

19. Defendant Airbus Deutschland initiated a flow of commerce into the State of North Carolina by its knowing and intended distribution and use of helicopter and related products, components, and services within this county.

20. At all times material hereto, Defendant Airbus Deutschland was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Airbus Deutschland.

DEFENDANT AIRBUS HELICOPTERS, INC.

21. Defendant Airbus Helicopters, Inc. (hereinafter referred to as "Defendant Airbus Helicopters"), formerly American Eurocopter Corporation, is a Delaware Corporation with its corporate headquarters and principle place of business located at 2701 Forum Drive, Grand Prairie, Texas 75053. Defendant Airbus Helicopters may be served through its Registered Agent, National Registered Agents, Inc., 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

22. Defendant Airbus Helicopters is liable in all respects as it is the successor corporation of American Eurocopter Corporation which was the original manufacturer of the

subject Eurocopter Deutschland GmbH MBB-BK117 C-2 helicopter and there was and continues to be an express and/or implied agreement between Defendant Airbus Helicopters and American Eurocopter Corporation to assume all its post-sale liabilities and obligations. Plaintiff herein has no remedy against the predecessor corporation, American Eurocopter Corporation, due to its reorganization.

23. At all times pertinent hereto, Defendant Airbus Helicopters was and currently is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopters for ultimate sale and/or use in the State of North Carolina.

24. At all times material hereto, Defendant Airbus Helicopters has sold, delivered, and/or distributed such products including the 2011 Eurocopter Deutschland GmbH MBB-BK117 C-2 helicopter and component parts for ultimate sale and/or use in the State of North Carolina, to be used by a foreseeable class of persons, of whom Mary Susan White Bartlett was a member, consisting of those persons who may be passengers on an Airbus helicopter.

25. Defendant Airbus Helicopters initiated a flow of commerce into the State of North Carolina by its knowing and intended distribution and use of helicopter and related products, components, and services within this county.

26. At all times material hereto, Airbus Helicopters was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Airbus Helicopters.

DEFENDANT SAFRAN HELICOPTER ENGINES

27. Defendant Safran Helicopter Engines, formerly Turbomeca, is a French Corporation with its corporate headquarters and principle place of business located at 64511 Bordes - France. Defendant Safran Helicopter Engines may be served through the Designated French Central Authority pursuant to Hague Convention.

28. Defendant Safran Helicopter Engines is liable in all respects as it is the successor corporation of Turbomeca which was the original manufacturer of the subject Turbomeca Arriel 1E2 engines and there was and continues to be an express and/or implied agreement between Defendant Safran Helicopter Engines and Turbomeca to assume all its post-sale liabilities and obligations. Plaintiff herein has no remedy against the predecessor corporation, Turbomeca, due to its reorganization.

29. At all times pertinent hereto, Defendant Safran Helicopter Engines was and currently is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopter engines for ultimate sale and/or use in the State of North Carolina.

30. At all times material hereto, Defendant Safran Helicopter Engines has sold, delivered, and/or distributed such products including the Turbomeca Arriel 1E2 helicopter engines for ultimate sale and/or use in the State of North Carolina, to be used by a foreseeable class of persons, of whom Mary Susan White Bartlett was a member, consisting of those persons who may be passengers of helicopters with Turbomeca Arriel 1E2 engines.

31. Defendant Safran Helicopter Engines initiated a flow of commerce into the State of North Carolina by its knowing and intended distribution and use of helicopter engines and related products, components, and services within this county.

32. At all times material hereto, Safran Helicopter Engines was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Safran Helicopter Engines.

DEFENDANT SAFRAN USA, INC.

33. Defendant Safran USA, Inc. (hereinafter referred to as "Defendant Safran USA"), formerly Turbomeca USA, is a Delaware Corporation with its corporate headquarters and principle place of business located at 2850 Safran Drive, Grand Prairie, Texas 75052. Defendant Safran USA may be served through its Registered Agent, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701.

34. Defendant Safran USA is liable in all respects as it is the successor corporation of Turbomeca USA which was the original manufacturer of the subject Turbomeca Arriel 1E2 engines and there was and continues to be an express and/or implied agreement between Defendant Safran USA and Turbomeca USA to assume all its post-sale liabilities and obligations. Plaintiff herein has no remedy against the predecessor corporation, Turbomeca USA, due to its reorganization.

35. At all times pertinent hereto, Defendant Safran USA was and currently is engaged in the design, manufacture, testing, inspection, assembly, labeling, advertising, sale, promotion, and/or distribution of helicopter engines for ultimate sale and/or use in the State of North Carolina.

36. At all times material hereto, Defendant Safran USA has sold, delivered, and/or distributed such products including the Turbomeca Arriel 1E2 helicopter engines for ultimate sale and/or use in the State of North Carolina, to be used by a foreseeable class of persons, of

whom Mary Susan White Bartlett was a member, consisting of those persons who may be passengers of helicopters with Turbomeca Arriel 1E2 engines. Defendant Safran USA initiated a flow of commerce into the State of North Carolina by its knowing and intended distribution and use of helicopter engines and related products, components, and services within this county.

37. At all times material hereto, Safran USA was acting by and through its agents, servants and/or employees, each of whom were acting within the course and scope of their employment with Defendant Safran USA.

IDENTIFICATION OF AIRCRAFT

38. This aircrash which is the basis of this action involves a 2011 Eurocopter Deutschland GmbH MBB-BK117 C-2 helicopter, serial number 9474, registration (tail) number N146DU.

39. At all times pertinent hereto, the subject helicopter was being operated by Defendant Air Methods as Duke Life Flight, located at Duke University Medical Center in Durham, North Carolina.

40. The helicopter, engines, engine oil drainage system, and accessory parts which are the subject of this lawsuit were designed, manufactured, assembled, distributed, sold, serviced, maintained, operated and/or leased by Defendants Air Methods Corporation, Airbus Deutschland, Airbus Helicopters, Safran Helicopter Engines and Safran USA; and the Duke Life Flight helicopter was piloted by Jeffrey L. Burke, an employee of Defendant Air Methods Corporation.

JURISDICTION

41. Defendants Air Methods Corporation, Airbus Deutschland, Airbus Helicopters, Safran Helicopter Engines and Safran USA had a reasonable expectation that they would be haled into any Court within these United States, including a Court in the State of North Carolina, by reason its injecting its products and services into a stream of commerce.

42. It does not offend "traditional notions of fair play and substantial justice" to require these Defendants to defend themselves in this forum. The contacts, ties and relations of Defendants, and each of them, are sufficient to the exercise of personal jurisdiction within the Courts of the State of North Carolina. Defendants Air Methods Corporation, Airbus Deutschland, Airbus Helicopters, Safran Helicopter Engines and Safran USA are engaged in a persistent course of conduct such that subjecting it to jurisdiction within the State of North Carolina is lawful, appropriate, and fair.

43. Both the Plaintiff and Defendant Estate of Jeffrey L. Burke are residents of North Carolina.

44. The subject helicopter crashed on September 8, 2017 in Hertford, North Carolina.

VENUE

45. Venue in Durham County, North Carolina, is lawful and proper in that Defendant Air Methods operates Duke Life Flight and Duke University Hospital in Durham, North Carolina is the main operating base for Duke Life Flight, including the Life Flight Administrative Offices and Communications staff.

46. Air Methods has employees on the Duke Life Flight Leadership Team with their main base of operations in Durham County, North Carolina.

47. Duke Life Flight in Durham County contracts through Air Methods Corporation to provide aviation services, including pilots, mechanics and an aviation site manager, all of which conduct regular business activities in Durham, North Carolina.

48. Defendant Air Methods Corporation maintains a registered office in North Carolina and has a certificate of authority from the Secretary of State, thereby making Air Methods a domestic corporation of North Carolina.

49. Defendant Air Methods conducts regular and routine business activities in Durham County, North Carolina.

50. Defendant Air Methods Corporation maintains an office at the main operating base at Duke University Hospital in Durham County, North Carolina.

51. Defendant Air Methods maintains a place of business and conducts regular and routine business activities in Durham County in that:

- a. Air Methods employs pilots routinely located in Durham County for the purpose of undertaking helicopter air ambulance operations in Durham County;
- b. Air Methods has helicopters routinely stationed in Durham County for the purpose of undertaking helicopter air ambulance operations in Durham County; and
- c. Air Methods owns and operates ancillary and support equipment for helicopters and pilots in Durham County for the purpose of undertaking helicopter air ambulance operations in Durham County.

52. Numerous witnesses with personal knowledge of facts related to Defendant Air Methods' operations, the subject helicopter, its dispatch procedures, and its pilots, particularly, knowledge of the piloting capabilities of pilot Jeffrey L. Burke, reside in Durham County, North Carolina.

GENERAL ALLEGATIONS

53. On or about September 8, 2017, Mary Susan White Bartlett, decedent herein, was a patient at Sentara Albemarle Regional Medical Center and was being transferred to Duke University Hospital via Duke Life Flight.

54. The subject Eurocopter Deutschland GmbH MBB-BK117 C-2 helicopter, registration (tail) no. N146DU, departed the Sentara Albermarle Regional Medical Center heliport at 11:08 a.m. with four people on board, including patient and the decedent herein, Mary Susan White Bartlett.

55. At approximately 11:16 a.m., the subject helicopter began a turn toward the south. At approximately 11:17 a.m. the transmitted data ended at an altitude of about 1,200 feet MSL and a ground speed of 75 knots, while the helicopter was on a southeasterly track.

56. Several witnesses to the air crash reported observing smoke trailing behind the helicopter while it was in-flight. They also reported the helicopter in a hover and not traveling forward. The helicopter then descended quickly and impacted a shallow turf drainage pathway, about 30 feet wide and 2,000 feet long, located between two fields of 8 feet tall grass, on a wind turbine farm. The cabin collapsed downward and was partially consumed by a post-crash fire.

57. Mrs. Bartlett was fatally injured in the helicopter crash.

58. Examination of the wreckage revealed that the No. 2 engine rear turbine shaft bearing exhibited dislocation consistent with overheating and lack of lubrication and the bearing roller pins were worn down to the surface of the bearing race.

59. On November 16, 2017 the Federal Aviation Administration (FAA) issued Special Airworthiness Information Bulletin (SAIB) SW-18-04 (attached hereto as "Exhibit A" and incorporated herein by reference) alerting owners, operators, maintainers and certified repair facilities of the MBB-BK117 C-2 helicopters of possible blockages of the engine oil drainage system. The SAIB issued by the FAA references a helicopter incident on January 26, 2017 in Sioux Falls, South Dakota and further references the subject helicopter crash of September 8, 2017 at Hertford, North Carolina which killed Mary Susan White Bartlett. In its bulletin, the FAA advises that there are no prescribed inspections of the drain tube or drain collector to check for a blockage and "[a] blocked drain line may, under certain circumstances, present a risk for an engine fire and/or inflight shutdown of the affected engine."

FIRST CAUSE OF ACTION

(NEGLIGENCE AGAINST DEFENDANT ESTATE OF JEFFREY L. BURKE)

Plaintiff re-alleges paragraphs 1 - 59 of this Complaint and incorporates them herein by reference.

60. On September 8, 2017, Jeffrey L. Burke was a licensed pilot and was acting as the pilot-in-command of the subject Duke Life Flight helicopter prior to and during the crash flight.

61. Defendant Burke held himself out as a person who would carefully and competently pilot a helicopter used for medical transport.

62. Defendant Burke had a duty to use that degree of care that an ordinarily careful and prudent pilot would use under the same or similar circumstances.

63. Defendant Burke breached that duty and was negligent in the following respects:
- a. Defendant Burke failed to perform proper emergency procedures for engine failure;
 - b. Defendant Burke failed to continue in forward flight;
 - c. Defendant Burke failed to maintain control of the helicopter in-flight;
 - d. Defendant Burke failed to execute a proper and safe autorotation landing;
and
 - e. Defendant Burke failed to properly and safely operate the aircraft resulting in a crash.

64. Plaintiff's deceased, Mary Susan White Bartlett, was killed as a direct and proximate result of the negligence and carelessness of Defendant Burke as further set out above.

SECOND CAUSE OF ACTION

(NEGLIGENCE AGAINST DEFENDANT AIR METHODS CORPORATION)

Plaintiff re-alleges paragraphs 1 - 64 of this Complaint and incorporates them herein by reference.

65. Defendant Air Methods, by and through its agents and employees, including Jeffrey L. Burke, had a duty to use that degree of care that an ordinarily careful and prudent company would use under the same or similar circumstances.

66. Defendant Air Methods is vicariously liable for any and all actions of Jeffrey L. Burke as to his negligent and careless piloting and operation of the subject Duke Life Flight helicopter by reason of its principal and agent relationship with Jeffrey L. Burke.

67. Jeffrey L. Burke was negligent in the following respects:

- a. Defendant Burke failed to perform proper emergency procedures for engine failure;
- b. Defendant Burke failed to continue in forward flight;
- c. Defendant Burke failed to maintain control of the helicopter in-flight;
- d. Defendant Burke failed to execute a proper and safe autorotation landing;
and
- e. Defendant Burke failed to properly and safely operate the aircraft resulting in a crash.

68. Defendant Air Methods, by and through its employees and agents, utilized mechanics to perform work on the subject aircraft, all of whom were acting in the course and scope of their employment with Defendant Air Methods at all relevant times.

69. Defendant Air Methods is vicariously liable for the actions and omissions of its employee mechanics in that they breached their duty of due care and were negligent in the following respects:

- a. Mechanics employed by Defendant Air Methods provided an improperly maintained helicopter;
- b. Mechanics employed by Defendant Air Methods supplied a non-airworthy helicopter;
- c. Mechanics employed by Defendant Air Methods failed to properly repair, maintain and inspect the subject helicopter, including the Arriel 1E2 engines and connecting lines; and

d. Defendant Air Methods and its mechanics were negligent in further particulars presently unknown to Plaintiff but which will become known during the course of lawful discovery.

70. Defendant Air Methods was independently negligent in its duties as follows:

a. Defendant Air Methods failed to provide proper training to its pilots and mechanics;

b. Defendant Air Methods failed to properly and adequately monitor and supervise their pilots and mechanics;

c. Defendant Air Methods failed to properly maintain the subject helicopter; and

d. Defendant Air Methods and its mechanics were negligent in further particulars presently unknown to Plaintiff but which will become known during the course of lawful discovery.

71. Defendant Air Methods' breach of its duty and negligence caused the injuries and damages complained of herein and Plaintiff's deceased, Mary Susan White Bartlett, was killed as a direct result of the negligent conduct of Defendant Air Methods and the negligence of Jeffrey L. Burke for which Defendant Air Methods is vicariously liable in all respects.

THIRD CAUSE OF ACTION

(NEGLIGENCE AGAINST DEFENDANT AIRBUS DEUTSCHLAND)

Plaintiff re-alleges paragraphs 1 - 71 of this Complaint and incorporates them herein by reference.

72. Defendant Airbus Deutschland designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned helicopter and component parts used therein in the course of its business.

73. Defendant Airbus Deutschland held itself out as an entity which could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute, and sell helicopters and component parts.

74. Defendant Airbus Deutschland had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, and seller of helicopters and component parts would use under the same or similar circumstances.

75. Defendant Airbus Deutschland knew or by using ordinary care should have known of the potential of such dangerous condition as was created by its failure to properly design, manufacture, and sell safe helicopters and component parts.

76. Defendant Airbus Deutschland was negligent in the following respects:

- a. Defendant Airbus Deutschland selected and supplied unsafe engines and engine oil drainage system for use in their helicopters;
- b. Defendant Airbus Deutschland supplied and sold an unairworthy helicopter; and

- c. Defendant Airbus Deutschland and its mechanics were negligent in further particulars presently unknown to Plaintiff but which will become known during the course of lawful discovery.

77. Plaintiff's decedent was killed as a direct and proximate result of the negligence and carelessness of Defendant Airbus Deutschland as further set out above.

FOURTH CAUSE OF ACTION

(BREACH OF WARRANTY AGAINST DEFENDANT AIRBUS DEUTSCHLAND)

Plaintiff re-alleges paragraphs 1 - 77 of this Complaint and incorporates them herein by reference.

78. Defendant Airbus Deutschland designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned helicopter and component parts used therein in the course of its business.

79. The aforesaid helicopter and component parts were used in a manner reasonably anticipated by this Defendant and others.

80. The aforesaid helicopter and component parts used therein were then in a defective condition, unreasonably dangerous when put to their reasonably anticipated uses for reasons including, but not limited to, the following:

- a. Defendant Airbus Deutschland selected and supplied unsafe engines and engine oil drainage system for use in their helicopters;
- b. Defendant Airbus Deutschland supplied and sold an unairworthy helicopter; and

- c. Defendant Airbus Deutschland and its mechanics were negligent in further particulars presently unknown to Plaintiff but which will become known during the course of lawful discovery.

81. At all times pertinent hereto, Defendant Airbus Deutschland failed to provide an adequate warning as to the dangers of use of said helicopter if the engine drain line would become blocked, which was then unreasonably dangerous.

82. At all times pertinent hereto, Defendant Airbus Deutschland failed to adequately warn foreseeable users of the risk of harm from the defective design of the engines, including engine drain line blockages, in that a blocked drain line presents a risk for an engine fire and/or inflight shutdown of the affected engine.

83. At all times pertinent hereto, Defendant Deutschland failed to provide adequate maintenance instruction and warnings to operators and pilots as to inspections of the engine oil drainage system including the drain tube and/or drain collector.

84. At all times pertinent hereto, Defendant Deutschland failed to provide Service Bulletins, Airworthiness Directive, or any other form of notice after the helicopter incident of January 26, 2017 in Sioux Fall, South Dakota warning that engine fires and/or inflight shutdown of engines may be caused by a blocked engine drain line.

85. Plaintiff as heretofore set forth suffered damages as a direct and proximate result of said defective condition as existed when the helicopter and component parts were sold by this Defendant resulting in the death of Mary Susan White Bartlett.

FIFTH CAUSE OF ACTION

(NEGLIGENCE AGAINST DEFENDANT AIRBUS HELICOPTERS)

Plaintiff re-alleges paragraphs 1 - 85 of this Complaint and incorporates them herein by reference.

86. Defendant Airbus Helicopters designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned helicopter and component parts used therein in the course of its business.

87. Defendant Airbus Helicopters held itself out as an entity which could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute, and sell helicopters and component parts.

88. Defendant Airbus Helicopters had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, and seller of helicopters and component parts would use under the same or similar circumstances.

89. Defendant Airbus Helicopters knew or by using ordinary care should have known of the potential of such dangerous condition as was created by its failure to properly design, manufacture, and sell safe helicopters and component parts.

90. Defendant Airbus Helicopters was negligent in the following respects:

- a. Defendant Airbus Helicopters selected and supplied unsafe engines and engine oil drainage system for use in their helicopters;
- b. Defendant Airbus Helicopters supplied and sold an unairworthy helicopter; and

- c. Defendant Airbus Helicopters and its mechanics were negligent in further particulars presently unknown to Plaintiff but which will become known during the course of lawful discovery.

91. Plaintiff's decedent was killed as a direct and proximate result of the negligence and carelessness of Defendant Airbus Helicopters as further set out above.

SIXTH CAUSE OF ACTION

(BREACH OF WARRANTY AGAINST DEFENDANT AIRBUS HELICOPTERS)

Plaintiff re-alleges paragraphs 1 - 91 of this Complaint and incorporates them herein by reference.

92. Defendant Airbus Helicopters designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned helicopter and component parts used therein in the course of its business.

93. The aforesaid helicopter and component parts were used in a manner reasonably anticipated by this Defendant and others.

94. The aforesaid helicopter and component parts used therein were then in a defective condition, unreasonably dangerous when put to their reasonably anticipated uses for reasons including, but not limited to, the following:

- a. Defendant Airbus Helicopters selected and supplied unsafe engines and engine oil drainage system for use in their helicopters;
- b. Defendant Airbus Helicopters supplied and sold an unairworthy helicopter; and

- c. Defendant Airbus Helicopters and its mechanics were negligent in further particulars presently unknown to Plaintiff but which will become known during the course of lawful discovery.

95. At all times pertinent hereto, Defendant Airbus Helicopters failed to provide an adequate warning as to the dangers of use of said helicopter if the engine drain line would become blocked, which was then unreasonably dangerous.

96. At all times pertinent hereto, Defendant Airbus Helicopters failed to adequately warn foreseeable users of the risk of harm from the defective design of the engines, including engine drain line blockages, in that a blocked drain line presents a risk for an engine fire and/or inflight shutdown of the affected engine.

97. At all times pertinent hereto, Defendant Airbus Helicopters failed to provide adequate maintenance instruction and warnings to operators and pilots as to inspections of the engine oil drainage system including the drain tube and/or drain collector.

98. At all times pertinent hereto, Defendant Airbus Helicopters failed to provide Service Bulletins, Airworthiness Directive, or any other form of notice after the helicopter incident of January 26, 2017 in Sioux Fall, South Dakota warning that engine fires and/or inflight shutdown of engines may be caused by a blocked engine drain line.

99. Plaintiff as heretofore set forth suffered damages as a direct and proximate result of said defective condition as existed when the helicopter and component parts were sold by this Defendant resulting in the death of Mary Susan White Bartlett.

SEVENTH CAUSE OF ACTION

(NEGLIGENCE AGAINST DEFENDANT SAFRAN HELICOPTER ENGINES)

Plaintiff re-alleges paragraphs 1 – 99 of this Complaint and incorporates them herein by reference.

100. Defendant Safran Helicopter Engines designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts used therein in the course of its business.

101. Defendant Safran Helicopter Engines held itself out as an entity which could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute, and sell helicopter engines, engine oil drainage systems, and component parts.

102. Defendant Safran Helicopter Engines had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, and seller of helicopter engines, engine oil drainage system, and component parts would use under the same or similar circumstances.

103. Defendant Safran Helicopter Engines knew or by using ordinary care should have known of the potential of such dangerous condition as was created by its failure to properly design, manufacture, and sell safe helicopter engines, engine oil drainage systems, and component parts.

104. Defendant Safran Helicopter Engines was negligent in the following respects:

- a. The helicopter engines, engine oil drainage system, and component parts used a defective and unreasonably dangerous design; and

- b. For some unknown reason and common experience is such that the death resulting from the deceased's transport within the subject helicopter would not have occurred absent the existence of this defect.

105. Plaintiff's decedent was killed as a direct and proximate result of the negligence and carelessness of Defendant Safran Helicopter Engines as further set out above.

EIGHTH CAUSE OF ACTION

**(BREACH OF WARRANTY AGAINST DEFENDANT
SAFRAN HELICOPTER ENGINES)**

Plaintiff re-alleges paragraphs 1 - 105 of this Complaint and incorporates them herein by reference.

106. Defendant Safran Helicopter Engines designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts used therein in the course of its business.

107. The aforesaid Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts were used in a manner reasonably anticipated by this Defendant and others.

108. The aforesaid Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts used therein were then in a defective condition, unreasonably dangerous when put to their reasonably anticipated uses for reasons including, but not limited to, the following:

- a. The helicopter engines, engine oil drainage system, and component parts used a defective and unreasonably dangerous design; and

- b. For some unknown reason and common experience is such that the death resulting from the deceased's transport within the subject helicopter would not have occurred absent the existence of this defect.

109. At all times pertinent hereto, Defendant Safran Helicopter Engines failed to provide an adequate warning as to the dangers of use of said helicopter engines if the engine drain line would become blocked, which was then unreasonably dangerous.

110. At all times pertinent hereto, Defendant Safran Helicopter Engines failed to adequately warn foreseeable users of the risk of harm from the defective design of the engines, including engine drain line blockages, in that a blocked drain line presents a risk for an engine fire and/or inflight shutdown of the affected engine.

111. At all times pertinent hereto, Defendant Safran Helicopter Engines failed to provide adequate maintenance instruction and warnings to operators and pilots as to inspections of the engine oil drainage system including the drain tube and/or drain collector.

112. At all times pertinent hereto, Defendant Safran Helicopter Engines failed to provide Service Bulletins, Airworthiness Directive, or any other form of notice after the helicopter incident of January 26, 2017 in Sioux Fall, South Dakota warning that engine fires and/or inflight shutdown of engines may be caused by a blocked engine drain line.

113. Plaintiff as heretofore set forth suffered damages as a direct and proximate result of said defective condition as existed when the helicopter and component parts were sold by this Defendant resulting in the death of Mary Susan White Bartlett.

NINTH CAUSE OF ACTION

(NEGLIGENCE AGAINST DEFENDANT SAFRAN USA)

Plaintiff re-alleges paragraphs 1 - 113 of this Complaint and incorporates them herein by reference.

114. Defendant Safran USA designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts used therein in the course of its business.

115. Defendant Safran USA held itself out as an entity which could carefully and competently design, manufacture, select materials for, design maintenance programs for, inspect, supply, distribute, and sell helicopter engines, engine oil drainage systems, and component parts.

116. Defendant Safran USA had a duty to use that degree of care that an ordinarily careful and prudent designer, manufacturer, and seller of helicopter engines, engine oil drainage system, and component parts would use under the same or similar circumstances.

117. Defendant Safran USA knew or by using ordinary care should have known of the potential of such dangerous condition as was created by its failure to properly design, manufacture, and sell safe helicopters engines, engine oil drainage systems, and component parts.

118. Defendant Safran USA was negligent in the following respects:

- a. The helicopter engines, engine oil drainage system, and component parts used a defective and unreasonably dangerous design; and
- b. For some unknown reason and common experience is such that the death resulting from the deceased's transport within the subject helicopter would not have occurred absent the existence of this defect.

119. Plaintiff's decedent was killed as a direct and proximate result of the negligence and carelessness of Defendant Safran USA as further set out above.

TENTH CAUSE OF ACTION

(BREACH OF WARRANTY AGAINST DEFENDANT SAFRAN USA)

Plaintiff re-alleges paragraphs 1 - 119 of this Complaint and incorporates them herein by reference.

120. Defendant Safran USA designed, manufactured, assembled, supplied, distributed, and/or sold the aforementioned Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts used therein in the course of its business.

121. The aforesaid Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts were used in a manner reasonably anticipated by this Defendant and others.

122. The aforesaid Turbomeca Arriel 1E2 helicopter engines, engine oil drainage system, and component parts used therein were then in a defective condition, unreasonably dangerous when put to their reasonably anticipated uses for reasons including, but not limited to, the following:

- a. The helicopter engines, engine oil drainage system, and component parts used a defective and unreasonably dangerous design; and
- b. For some unknown reason and common experience is such that the death resulting from the deceased's transport within the subject helicopter would not have occurred absent the existence of this defect.

123. At all times pertinent hereto, Defendant Safran USA failed to provide an adequate warning as to the dangers of use of said helicopter engines if the engine drain line would become blocked, which was then unreasonably dangerous.

124. Defendant Safran USA failed to adequately warn foreseeable users of the risk of harm from the defective design of the engines, including engine drain line blockages, in that a blocked drain line presents a risk for an engine fire and/or inflight shutdown of the affected engine.

125. At all times pertinent hereto, Defendant Safran USA failed to provide adequate maintenance instruction and warnings to operators and pilots as to inspections of the engine oil drainage system including the drain tube and/or drain collector.

126. At all times pertinent hereto, Defendant Safran USA failed to provide Service Bulletins, Airworthiness Directive, or any other form of notice after the helicopter incident of January 26, 2017 in Sioux Fall, South Dakota warning that engine fires and/or inflight shutdown of engines may be caused by a blocked engine drain line.

127. At all times pertinent hereto, Plaintiff as heretofore set forth suffered damages as a direct and proximate result of said defective condition as existed when the helicopter and component parts were sold by this Defendant resulting in the death of Mary Susan White Bartlett.

PUNITIVE DAMAGES

Plaintiff re-alleges paragraphs 1 - 127 of this Complaint and incorporates them herein by reference.

128. At all times pertinent hereto, the conduct of Defendants Airbus Helicopters Deutschland GmbH; Airbus Helicopters, Inc.; Safran Helicopter Engines, and Safran USA, Inc.

as alleged above, was willful, wanton and in reckless disregard of the rights of Plaintiff and others and subjects the Defendants Airbus Helicopters Deutschland GmbH; Airbus Helicopters, Inc.; Safran Helicopter Engines, and Safran USA, Inc. to punitive damages pursuant to N.C.G.S. §1-D in such an amount to reasonably necessary to punish Defendants for their conduct, or to defer the Defendants and others from engaging in similar conduct in the future, or to make an example out of Defendants.

DAMAGES

129. As a direct and proximate result of the above-described negligence and violations of the various general statutes, and Federal laws, and the ensuing injury and death of Mary Susan White Bartlett, her next of kin have been deprived of her services, protection, care and assistance, together with her society, companionship, comfort, guidance, kindly offices, and advise.

130. This action is brought pursuant to the Wrongful Death Act of North Carolina and other applicable North Carolina laws in effect on the date of the death of Mary Susan White Bartlett and this action is for all damages resulting from the unlawful and wrongful death of Mary Susan White Bartlett, as herein above alleged, and as set forth in detail in said Wrongful Death Act, the terms and provisions of which are incorporated herein by reference as though fully set out herein and which include the following:

- a. Compensation for pain and suffering of the deceased;
- b. The present monetary value of the decedent to the persons entitled to receive the damages recovered, including, but not limited to, compensation for the loss of the reasonably expected;
 - (i) Net income of the deceased,

- (ii) Services, protection, care and assistance of the deceased, whether voluntary or obligatory to the persons entitled to the damages recovered, and
 - (iii) Society, companionship, comfort, guidance, kindly offices and advise of the decedent to the persons entitled to the damages recovered.
- c. Medical, funeral and other expenses; incident to and resulting from the injuries to and the death of the decedent; and
- d. Such punitive damages against Defendants Airbus Helicopters Deutschland GmbH; Airbus Helicopters, Inc.; Safran Helicopter Engines, and Safran USA, Inc. as the decedent could have recovered pursuant to Chapter 1D of the North Carolina General Statutes had she survived and punitive damages for causing the decedent's death by the conducts as set out above.

131. At the time of her death Mary Susan White Bartlett was seventy (70) years of age.

132. At the time of her death, Mary Susan White Bartlett was survived by her husband Lennard Bartlett, Sr. and her three (3) children, to wit:

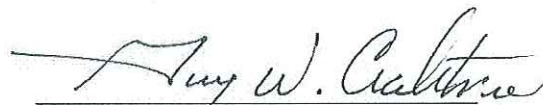
Tiffany Thompson
Tracy Bartlett
Lennard Bartlett, Jr.

WHEREFORE, Plaintiff respectfully prays this Court for the following relief:

- 1. That Plaintiff have and recover of the Defendants, jointly and severally, damages in excess of Twenty-Five Thousand Dollars (\$25,000.00) for the loss of Mary Susan White Bartlett;

2. That the cost of this action be taxed against the Defendants;
3. For such other and further relief to which Plaintiff may be entitled and which this Court deems just and proper; and
4. Plaintiff demands a jury trial in this matter.

Respectfully submitted this 11 day of DECEMBER, 2017.



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ATTORNEYS FOR PLAINTIFF
LENNARD BARTLETT, SR.,
ADMINISTRATOR OF THE ESTATE
OF MARY SUSAN WHITE BARTLETT,
DECEASED

“EXHIBIT A”



FAA
Aviation Safety

SPECIAL AIRWORTHINESS INFORMATION BULLETIN

SAIB: SW-18-04
Date: November 16, 2017

SUBJ: Engine Oil Drainage System

This is information only. Recommendations aren't mandatory.

Introduction

This Special Airworthiness Information Bulletin (SAIB) alerts owners, operators, maintainers, and certificated repair facilities of Airbus Helicopters Deutschland (Airbus Helicopters) Model MBB-BK 117 C-2 helicopters of possible blockage of the engine oil drainage system.

At this time, this airworthiness concern is under investigation by the FAA. The results of the investigation may result in the FAA determination of an unsafe condition that would warrant airworthiness directive (AD) action under Title 14 of the Code of Federal Regulations (14 CFR) part 39. The actions recommended by this SAIB are not mandatory and may be different from any corrective actions mandated by a future AD.

Background

On January 26, 2017 an operator of a BK117 C-2 experienced an in-flight engine fire and made an emergency landing in Sioux Falls, South Dakota. Although still under investigation, the engine fire could be related to engine oil coke chips plugging the return scavenge line for the rear bearing of the gas generator. On September 8, 2017 a BK117 C-2 helicopter was destroyed when it crashed near Hertford, North Carolina. The NTSB preliminary investigation found that the number 2 engine rear turbine shaft bearing exhibited discoloration consistent with overheating and lack of lubrication. Through the course of inspecting the engine issue for scavenge line blockage, a BK117 C-2 operator discovered a separate, airframe-related issue. The operator detected various levels of coking blockage of engine drain lines. Airbus Helicopters prescribes a general visual inspection of the bearing compartment area. There are no prescribed inspections of the drain tube or drain collector to check for blockage. A blocked drain line may, under certain circumstances, present a risk for an engine fire and/or inflight shutdown of the affected engine.

Recommendations

The FAA recommends the actions below for all owners, operators, and maintainers of Airbus Helicopters BK117 C-2 helicopters. The actions should be performed for each engine at intervals not to exceed 100 hours time-in-service (TIS). Refer to Fig. 01 in Airbus Helicopters AMM 71-71-01, dated March 1, 2016 and to Figure 1 of this SAIB.

1. Disconnect the rear bearing lines part numbers AE709636-1 (hose), 117-600381.111 (hose), and 117-600381.105 (hose) from the drain collector part number B717M1028801 or 117-602061 (drain collector) and disconnect the drain collector from the engine deck.
2. Visually check the drain collector and hoses for obstructions. These obstructions may include carbon and coke deposits. Contact Airbus Helicopters for recommended cleaning procedures if there are any obstructions.
3. If there are no obstructions or after performing the above actions, reconnect the drain collector to the engine deck and reconnect the drain/vent lines to the drain collector per approved maintenance instructions.

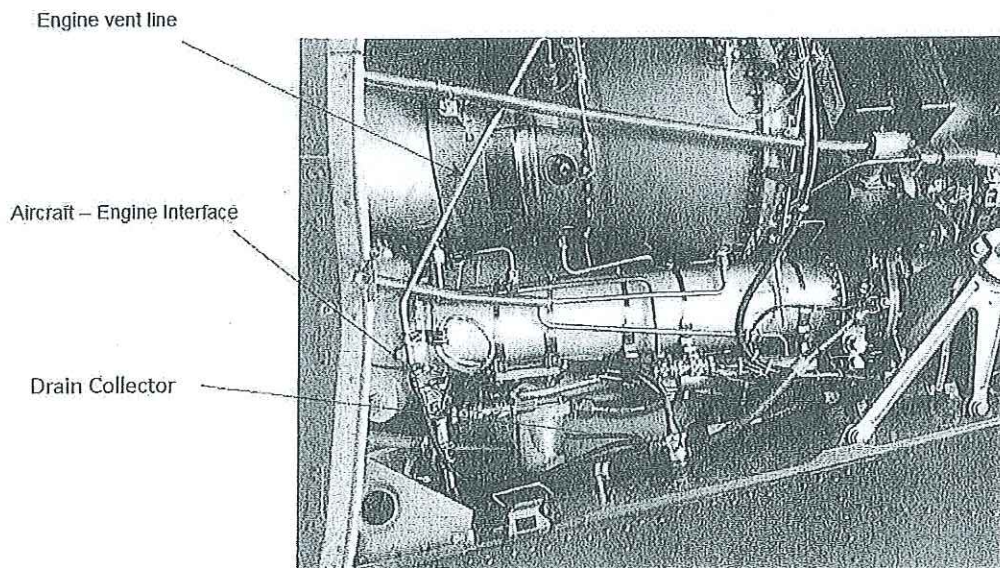


Figure 1

The FAA also recommends that you provide the following information to the individual listed below within 10 days of each inspection:

- a. Hours TIS since last inspection for vent drain blockage,
- b. Amount (approximate percentage) of blockage, if any found, and
- c. Location of blockage, if any found.

Under the provisions of the Paperwork Reduction Act (44 U.S.C. 3501 et seq.), the OMB has approved the information collection contained in this SAIB, and assigned OMB Control Number 2120-0731.

For Further Information, Contact

Rao Edupuganti, Propulsion Engineer, Regulations and Policy Section, Rotorcraft Standards Branch, 10101 Hillwood Parkway, Fort Worth, Texas, 76177; phone: (817) 222-4389; fax: (817) 222-5961; email: rao.edupuganti@faa.gov.

For questions pertaining to the engine, please contact your Safran support office.