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9 ATTORNEYS FOR Defendants ISLAND EXPRESS  
 HELICOPTERS, INC., a California Corporation; and  
 10 ISLAND EXPRESS HOLDING CORP.,  
 a California Corporation.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 12 **FOR THE COUNTY OF LOS ANGELES**  
 13

14 VANESSA BRYANT, Individually, and as  
 15 Successor in Interest to KOBE BRYANT,  
 16 Deceased; VANESSA BRYANT, as Successor  
 in Interest to GB, a minor, deceased;  
 17 NB, a minor, by her Natural Mother and  
 Guardian Ad Litem, VANESSA BRYANT;  
 18 BB, a minor, by her Natural Mother and  
 Guardian Ad Litem, VANESSA BRYANT;  
 19 and CB, a minor, by her Natural Mother and  
 20 Guardian Ad Litem, VANESSA BRYANT;

21 Plaintiffs,

22 vs.

23 ISLAND EXPRESS HELICOPTERS, INC., a  
 California Corporation; ISLAND EXPRESS  
 24 HOLDING CORP., a California Corporation;  
 and DOE 1, as Personal representative of  
 25 and/or Successor in Interest to ARA GEORGE  
 ZOBAYAN, a California resident,

26 Defendants.  
27

Case No.: 20STCV07492

Assigned for all purposes to:  
Hon. Judge Virginia Keeny  
Dept.: NW-W

**ISLAND EXPRESS HELICOPTERS, INC.,  
 a California Corporation; and  
 ISLAND EXPRESS HOLDING CORP.,  
 a California Corporation's  
 ANSWER TO PLAINTIFFS'  
 FIRST AMENDED COMPLAINT  
 FOR DAMAGES.**

**DEMAND FOR JURY TRIAL**

First Amended Complaint Filed: April 15, 2020  
Trial Date: None Set

1 COME NOW defendants ISLAND EXPRESS HELICOPTERS, INC., a California  
2 Corporation; and ISLAND EXPRESS HOLDING CORP., a California Corporation (collectively  
3 referred to herein as “Defendants”), and in accordance with Section 431.30 of the California Code of  
4 Civil Procedure, hereby generally deny each and every, all and singular, the allegations therein  
5 contained, and in this connection, Defendants deny that Plaintiffs VANESSA BRYANT,  
6 Individually, and as Successor in Interest to KOBE BRYANT, Deceased; VANESSA BRYANT, as  
7 Successor in Interest to GB, a minor, deceased; NB, a minor, by her Natural Mother and Guardian  
8 Ad Litem, VANESSA BRYANT; BB, a minor, by her Natural Mother and Guardian Ad Litem,  
9 VANESSA BRYANT; and CB, a minor, by her Natural Mother and Guardian Ad Litem, VANESSA  
10 BRYANT (collectively referred to herein as “Plaintiffs”) have been injured or damaged in any of the  
11 sums mentioned in the FIRST AMENDED COMPLAINT, or in any sum what so ever at all, as a  
12 result of any action or omission by Defendants.

13 **FIRST AFFIRMATIVE DEFENSE**

14 AS A FURTHER, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE FIRST  
15 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs’ claims are barred due to  
16 Plaintiffs’ failure to state facts sufficient to constitute a cause of action against Defendants.

17 **SECOND AFFIRMATIVE DEFENSE**

18 AS A SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
19 AMENDED COMPLAINT ON FILE HEREIN, decedents Kobe Bryant and GB had actual  
20 knowledge of all of the circumstances, particular dangers, and an appreciation of the risks involved  
21 and the magnitude thereof, and proceeded to encounter a known risk, and voluntarily assume the risk  
22 of the accident, injury, and damages in the alleged FIRST AMENDED COMPLAINT, thereby  
23 barring or reducing Plaintiffs’ claim for damages.

24 **THIRD AFFIRMATIVE DEFENSE**

25 AS A THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
26 COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the FIRST  
27 AMENDED COMPLAINT were proximately caused by one or more unforeseeable, independent,  
28 intervening, and/or superseding events beyond the control of and unrelated to any actions or conduct

1 of Defendants.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 AS A FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the  
5 FIRST AMENDED COMPLAINT were proximately caused by the acts or omissions of other parties  
6 for whom answering Defendants are not legally responsible, which intervened and/or superseded the  
7 acts and/or omission of answering Defendants, if any, and Plaintiffs' alleged damages. In the  
8 alternative, any amounts which Plaintiffs might be entitled to recover against answering Defendants  
9 must be reduced to the extent any such damages are attributable to the intervening and/or supervening  
10 acts and/or omissions of persons other than answering Defendants.

11 **FIFTH AFFIRMATIVE DEFENSE**

12 AS A FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
13 COMPLAINT ON FILE HEREIN, Defendants allege that the sole proximate cause of Plaintiffs'  
14 damages was the acts and/or omissions of others.

15 **SIXTH AFFIRMATIVE DEFENSE**

16 AS A SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
17 COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the FIRST  
18 AMENDED COMPLAINT were proximately caused in whole or in part by a new and independent  
19 cause not reasonably foreseeable by answering Defendants. Such new and independent cause became  
20 the direct and proximate cause of the accident.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 AS A SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
23 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the damages sought in the  
24 FIRST AMENDED COMPLAINT were the result of an unavoidable accident and not proximately  
25 caused by any alleged act or omission on the part of answering Defendants.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 AS AN EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
28 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs have failed to join

1 all necessary and indispensable parties.

2 **NINTH AFFIRMATIVE DEFENSE**

3 AS A NINTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
4 COMPLAINT ON FILE HEREIN, Defendants claim that they are not responsible for Plaintiffs'  
5 damages due to an act of God.

6 **TENTH AFFIRMATIVE DEFENSE**

7 AS A TENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED  
8 COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims are barred due to Plaintiffs' failure  
9 to mitigate damages.

10 **ELEVENTH AFFIRMATIVE DEFENSE**

11 AS A ELEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
12 AMENDED COMPLAINT ON FILE HEREIN, the damages, if any, suffered by Plaintiffs were  
13 caused in whole or in part by the acts or omissions of persons or entities other than these answering  
14 Defendants. Answering Defendants expressly reserve their right to pursue any and all actions for  
15 contribution and indemnity of any kind whatsoever against such persons or entities.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 AS A TWELFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
18 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims for relief against  
19 Defendants are barred due to the doctrines of waiver and/or estoppel.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 AS A THIRTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
22 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' claims for relief against  
23 Defendants are barred due to comparative and/or contributory negligence. In the alternative, in the  
24 event there is a finding of damages for Plaintiffs, such damages must be reduced to the extent of such  
25 comparative and/or contributory negligence.

26 **FOURTEENTH AFFIRMATIVE DEFENSE**

27 AS A FOURTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
28 AMENDED COMPLAINT ON FILE HEREIN, all or some of Plaintiffs' damages must be reduced

1 and/or offset by any benefits received by Plaintiffs under applicable law.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 AS A FIFTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Plaintiffs' claims for punitive damages against  
5 Defendants are barred, in whole or in part, because they violate state and federal constitution rights,  
6 including but not limited to due process, equal protection, void-for-vagueness and ex post facto  
7 provisions; the Fourth, Fifth Sixth, Eighth and Fourteenth Amendments, and the right not to be  
8 subjected to excessive awards and multiple punishments. In addition, any claim for punitive damages  
9 is limited by state and federal law, including but not limited to the United States Supreme Court  
10 decision in *State Farm Mutual Automobile Insurance Company v. Campbell*, 123 S. Ct. 1513 (2003),  
11 and all other applicable federal and state decisions.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 AS A SIXTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
14 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the allegations in Plaintiffs'  
15 FIRST AMENDED COMPLAINT fail to state facts sufficient to support an award of exemplary or  
16 punitive damages or other statutory fines or penalties against answering Defendants. No alleged act  
17 or omission of answering Defendants was oppressive, fraudulent, or malicious under California Civil  
18 Code section 3294, and therefore, any award of punitive damages is barred.

19 **SEVENTEENTH AFFIRMATIVE DEFENSE**

20 AS A SEVENTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
21 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs' FIRST  
22 AMENDED COMPLAINT, and each cause of action thereof, is barred by reason of acts, omissions,  
23 representation, and courses of conduct by Plaintiffs, which Defendants were led to rely upon to their  
24 detriment, thereby barring each and every cause of action under the doctrine of equitable estoppel.

25 **EIGHTEENTH AFFIRMATIVE DEFENSE**

26 AS AN EIGHTEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
27 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that if they are determined to be  
28 liable to Plaintiffs, such liability is based on conduct which is passive and secondary to the active and

1 primary wrongful conduct of other defendants in this action, if any. Defendants are therefore entitled  
2 to total, equitable indemnity from such other defendants.

3 **NINETEENTH AFFIRMATIVE DEFENSE**

4 AS A NINETEENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
5 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that in the event the parties were  
6 not reasonably and adequately warned of potential dangers concerning the inherently dangerous  
7 nature of flying in a helicopter, the duty to provide the warnings was that of a third party, and not of  
8 Defendants.

9 **TWENTIETH AFFIRMATIVE DEFENSE**

10 AS A TWENTIETH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
11 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that there are other persons,  
12 parties, entities, and/or defendants who are at fault and proximately caused Plaintiffs' injuries, if any.  
13 If Defendants are responsible to Plaintiffs, of which Defendants expressly deny such responsibility,  
14 these answering Defendants are only liable for their proportionate share of non-economic damages,  
15 if any, as set forth in the Civil Code section 1431.2.

16 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

17 AS A TWENTY-FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
18 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that Plaintiffs' FIRST  
19 AMENDED COMPLAINT, and each cause of action thereof, is barred by the doctrines of unclean  
20 hands and/or laches.

21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 AS A TWENTY-SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
23 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that they are entitled to a set-off  
24 for all amounts paid to the Plaintiffs by other Defendants through settlements, if any.

25 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

26 AS A TWENTY-THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
27 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that the services of Defendants  
28 fully complied with all applicable governmental laws and regulations at the time the services were

1 rendered.

2 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

3 AS A TWENTY-FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
4 AMENDED COMPLAINT ON FILE HEREIN, Defendants allege that plaintiffs were advised,  
5 informed and warned of any potential hazards and/or dangers, and they failed to follow such warnings.

6 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

7 AS A TWENTY-FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
8 AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that they presently have  
9 insufficient knowledge or information on which to form a belief as to whether they may have  
10 additional defenses available. Defendants expressly reserve their right to assert any additional  
11 affirmative defenses that become known as a result of discovery, investigation, analysis and/or  
12 proceedings in this case.

13 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

14 AS A TWENTY-SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST  
15 AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that the FIRST  
16 AMENDED COMPLAINT and each purported Cause of Action therein, are barred under the  
17 Doctrine of Federal Preemption, in that the laws of the United States of America, including, but not  
18 limited to, the Federal Aviation Act, the Federal Aviation Regulations, rules and regulations of the  
19 Federal Aviation Administration and its predecessors, the Civil Air Regulations, as well as other  
20 federal statutes, rules and laws, have shown intent by the Federal Government to completely and  
21 exclusively occupy the field of the operation of civilian aviation.

22 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

23 AS A TWENTY-SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
24 FIRST AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that the federal  
25 government has preempted the field of law applicable to aviation safety through the Federal Aviation  
26 Act and Federal Aviation Regulations. To the extent that Plaintiffs seek recovery based upon a  
27 standard of care not mandated by federal law, such recovery is barred by the Supremacy Clause,  
28 Article VI, clause 2, of the United States Constitution.

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**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

AS A TWENTY-EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE FIRST AMENDED COMPLAINT ON FILE HEREIN, answering Defendants allege that defendants were not acting as a common carrier, but rather a private carrier, at all relevant times.

WHEREFORE, Defendants pray that Plaintiffs take nothing against Defendants by Plaintiffs' FIRST AMENDED COMPLAINT, that Defendants have judgment for its costs of suit herein incurred, and together with such other and further relief both at law and in equity that Defendants may show themselves entitled to.

Dated: May 11, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
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Attorneys for Defendants,  
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INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP. a  
California Corporation.



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**DEMAND FOR JURY TRIAL**

Defendants, ISLAND EXPRESS HELICOPTERS, INC., and ISLAND EXPRESS HOLDING CORP. hereby demand a trial by jury.

Dated: May 11, 2020

CUNNINGHAM SWAIM, LLP

By: /s/ Michael J. Terhar  
Michael J. Terhar  
Ross Cunningham  
*Pro Hac Vice Pending*  
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ISLAND EXPRESS HELICOPTERS,  
INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP. a  
California Corporation.

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**PROOF OF SERVICE**  
*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 North Lake Avenue, Suite 550, Pasadena, California 91101.

On May 11, 2020, I caused to be served the within document(s) described as:

**ISLAND EXPRESS HELICOPTERS, INC., a California Corporation; and  
ISLAND EXPRESS HOLDING CORP., a California Corporation's  
ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT FOR DAMAGES.  
DEMAND FOR JURY TRIAL**

on the interested parties in this action as stated below:

**SEE ATTACHED SERVICE LIST**

- BY E-MAIL:** By transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth on the attached mailing list.
- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard Federal Express delivery procedures.
- BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
- BY FAX:** I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown on the attached mailing list.

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

Executed on May 11, 2020, at Pasadena, California.

\_\_\_\_\_  
Cynthia Vivanco  
(Type or print name)

\_\_\_\_\_  
*/s/Cynthia Vivanco*  
(Signature)

**SERVICE LIST**

*Vanessa Bryant, et al. v. Island Express Helicopters, Inc., et al.*  
*Superior Court of California, Los Angeles*  
*Case No.: 20STCV07492*

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