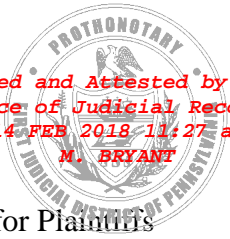


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*Filed and Attested by the
Office of Judicial Records
14 FEB 2018 11:27 am
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Attorneys for Plaintiffs

ANGELA K. GENTRY, Individually and as :
Executrix of the Estate of TROY LEE GENTRY, : COURT OF COMMON PLEAS
Deceased : PHILADELPHIA COUNTY
318 Haddon Court :
Franklin, TN 37067 : FEBRUARY TERM, 2018
Plaintiff, :
v. : NO. _____
SIKORSKY AIRCRAFT CORPORATION : JURY TRIAL DEMANDED
110 East Stewart Huston Drive :
Coatesville, PA 19320 :
and :
SIKORSKY GLOBAL HELICOPTERS, INC. :
110 East Stewart Huston Drive :
Coatesville, PA 19320 :
and :
KEYSTONE HELICOPTER CORPORATION :
110 East Stewart Huston Drive :
Coatesville, PA 19320 :
Defendants. :

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION AABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
Telephone: (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suta sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, VAYA EN PERSONA O LLAME FOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCOUNTRA ESCRITA ABAJO. ESTA OFICINA PUEDE INFORMARLE COMO PUEDE CONSEGUIR UN ABOGADO. SI NO TIENE EL DINERO SUFICIENTE PARA PAGAR LOS SERVICIOS DE UN ABOGADO, ESTA OFICINA PUEDE INFORMARLE SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS ELEGIBLES A UN PRECIO REDUCIDO O GRATIS.

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| | | |
|---|---|-----------------------|
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| 110 East Stewart Huston Drive | : | |
| Coatesville, PA 19320 | : | |
| | : | |
| Defendants. | : | |

COMPLAINT IN LAW

The Parties

1. Plaintiff, Angela K. Gentry, is an individual, a citizen and resident of the State of Tennessee, the widow of Troy Lee Gentry, deceased, who was killed in a helicopter crash on September 8, 2017.

2. Plaintiff has been appointed Executrix of the Estate of Troy Lee Gentry, deceased by the Probate Court of Davidson County, Tennessee on November 2, 2017.

3. A foreign fiduciary for suit purposes was opened in the Orphan's Court of Philadelphia County, Pennsylvania on February 6, 2018.

4. Defendant, Sikorsky Aircraft Corporation, is organized and existing under the laws of the State of Connecticut, with its principal place of business at 110 East Stewart Huston Drive, Coatesville, Pennsylvania 19320.

5. At all times material hereto, Sikorsky Aircraft Corporation was in the business of designing, manufacturing and selling helicopters to both the civilian and military helicopter marketplace.

6. Defendant, Keystone Helicopter Corporation (Keystone), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 110 East Stewart Huston Drive, Coatesville, Pennsylvania 19320.

7. At all times material hereto, Defendant Keystone, a Sikorsky subsidiary, assumed the role, as directed by its parent, of all responsibility for the manufacture, support, engineering support, parts supply chain organization and product support for the Schweitzer 269 helicopter (aka Model 300CB) product line.

8. Defendant, Sikorsky Global Helicopters, Inc. is either a fictitious name or a separate legal entity organized and existing under the laws of the Commonwealth of Pennsylvania, which name is the operational moniker for Sikorsky and Keystone Helicopter operations in Coatesville, Pennsylvania which is Keystone's principal place of business, it having no other outside of Pennsylvania.

9. Defendants Sikorsky Aircraft Corporation, Keystone Helicopter Corporation and Sikorsky Global Helicopters shall be referred to hereinafter as “the Sikorsky Defendants”.

10. All Sikorsky Defendants do business in the City and County of Philadelphia by selling helicopters, sending employees on a regular basis into Philadelphia to support helicopters located in the City, and selling and supplying parts to operators and maintainers in the City.

11. There are many Sikorsky helicopters based or located in this county, its airports, hospitals and office buildings that fly into, out of and over the County of Philadelphia daily.

Damages Claimed

12. This Wrongful Death and Survival Act lawsuit is brought for all damages recoverable under the applicable law including but not limited to fear of impending death by mutilation, delayed death, pain and suffering, loss of care comfort companionship and consortium and support for the Plaintiff, Angela Gentry age 51, her 15 year old daughter Kaylee, and Troy Lee Gentry’s 24 year old daughter Taylor, loss of inheritance, loss of life’s pleasures, loss of earnings, loss of support and gifts, loss of care guidance and tutelage and all other damages recoverable under applicable laws.

13. Troy Lee Gentry is survived by his wife, Angela K. Gentry, Taylor Gentry and Kaylee Gentry, his natural daughters.

14. As a direct and proximate result of the accident which was caused by the misconduct of the defendants set forth above, Troy Lee Gentry suffered severe injuries and ultimately death, and plaintiff Angela K. Gentry, Individually and as Executrix of his Estate, demands recovery under the applicable Survival Act, for all recoverable damages, including, but not limited to lost earnings, net accumulations, pecuniary losses, conscious pain and suffering, funeral/medical expenses, and any other damages allowed under the applicable law.

15. As a direct and proximate result of the accident which was caused by the misconduct of the defendants set forth above, plaintiff, individually and as Executrix of the Estate of Troy Lee Gentry, deceased, demand recovery for herself, Kaylee Gentry and Taylor Gentry and anyone entitled under the Wrongful Death statute, for all recoverable damages, including, but not limited to, loss of pecuniary benefits, loss of contributions for support, loss of parental, marital and household services, loss of society and comfort, loss of companionship, funeral expenses, emotional pain and anguish. Such claims are made on behalf of all persons entitled to recover under the applicable wrongful death act including but not limited to his children, Taylor Gentry and Kaylee Gentry.

16. As to claims asserted against each of the defendants, Plaintiff demands punitive damages for these defendants' reckless, outrageous, and intentional misconduct.

Background

17. The accident helicopter was built in the year 2000 by Schweitzer Helicopter Corporation (Schweitzer), Elmira, New York.

18. Schweitzer had purchased the product line from McDonnell Douglas Helicopters some years before and produced this model as the Schweitzer Model 300CB

19. Schweitzer then sold the product line for this Model to Sikorsky, and disappeared.

20. From the date Sikorsky bought the product line it, and it and the other Sikorsky defendants, had sole airworthiness responsibility for the Model 269 a/k/a/ (300CB) and its component parts.

21. During the years after Sikorsky defendants purchased the product line, it resumed production at the Keystone facility, and that entity was chosen as the central support activity for the Model 269.

22. As such, Keystone not only produced the helicopter, but also was responsible to integrate Sikorsky's parts supply legerdemain, which amounted to farming out parts supply to various vendors over whom it had virtually no direct control, thus, putting customers in an abyss of unavailability of OEM (original equipment manufacturer) replacement parts.

23. Worse, by abdicating its parts supply responsibilities, the Sikorsky Defendants virtually guaranteed plausible deniability as to failures that they, and they alone, were responsible to track and correct before disaster struck in the form of a fatal accident.

24. As a consequence, the Sikorsky Defendants left operators of the Model 269 without technical support, continuing airworthiness and flight information to address an ever increasing series of failures.

25. In spite of their knowledge that this model had no modern crashworthy features that were long before incorporated into Model 269's for the military, the Sikorsky Defendants opted to offer no improvements in crashworthiness so that in the event of an accident, occupants had virtually no chance to survive or be less injured.

26. Notwithstanding the foregoing, each of these Defendants treated the helicopter and its engine like an unwanted burden, while creating a serious and regular risk of serious injury or death as a result.

27. The Sikorsky defendants are liable for the defects in the accident helicopter as they assumed the obligations of Schweitzer. Moreover, this purchase was merely a continuation of Sikorsky's business, and the Sikorsky defendants undertook to conduct the same manufacturing operations of Schweitzer in an unchanged manner.

28. As to all Defendants, the risk of making positive changes to maintain airworthiness was cheap and easy when compared to the risk to pilots and their passengers.

29. The dangers from the lack of crashworthiness and defects in the engine, transmission and sprag clutch, throttle cables, engine attachments and absence of crashworthy features were unknown to the average user and consumer of this helicopter but well known to these defendants who made it a point to hide and deny and problems that could and did cause serious personal injury and death.

The Accident

30. The accident helicopter was owned, maintained and operated by Herlihy Helicopters, d/b/a Helicopter Flight Services (Herlihy).

31. In November 2016, the throttle cable broke, a frequent occurrence in this model, but due to the Sikorsky Defendants' policy of out sourcing spares, no spare parts were available.

32. Herlihy contracted with McFarlane Aviation Products of Wichita, Kansas to build a throttle cable for this application to replace the engine.

33. Herlihy installed the throttle cable in accordance with the then current maintenance manual, for which the Sikorsky Defendants were alone responsible, and for approximately ten months it operated normally.

34. On the day of the accident, Herlihy was to have nothing to do with the event taking place at the Flying W Airport in which the Plaintiff's decedent was to be the headline performer with the group Montgomery Gentry.

35. Solely infortuitously, the pilot of the helicopter, a certified flight instructor and employee of Herlihy, offered Troy Gentry a sightseeing ride in the accident helicopter.

36. Just as soon as the helicopter became airborne, the throttle cable jammed and the engine went to high speed.

37. The decision was made to shut down the engine with the mixture control (*i.e.*, cutting off the gas) at an altitude of 959 feet, or about 850 feet above ground level, and perform a routine autorotation safely to the ground. (Autorotation is a procedure where the rotor system is permitted to free wheel and forward speed and rotor speed are translated into lift close to the ground where a soft landing can be made)

38. Because of defects in the engine, throttle cable attachment and collective control, the helicopter did not enter autorotation as expected, it did not disengage smartly from the transmission so the engine the rotors slowed to a speed lower than would permit a safe autorotation, thus allowing the helicopter to drop like a stone to the ground below, killing all aboard.

39. The collective, a control that changes rotor pitch, was unable to pitch the blades so they would speed up to slow the descent, due to defective design and physical limitations in the collective control and the cyclic control thus there was insufficient control authority to lower the nose of the helicopter given the slow rotor rpm to increase the airspeed and thus try to translate altitude and airspeed for increased rotor rpm.

40. Additionally, defects in the overrunning clutch failed to allow the rotors to develop adequate RMP to make a safe autorotation.

41. There was no procedure in the Pilot Operating Handbook (POH) to deal with this emergency, and no recommendations to afford the pilot any way out of the predicament in which he found himself.

The Causes of Action

COUNT I *Plaintiff v. The Sikorsky Defendants* Negligence

42. Plaintiff incorporates by reference Paragraphs 1 through 41 as though set forth at length hereinafter.

43. The negligence of the Sikorsky Defendants consisted of the following:

a. Failing to comply with the Federal Aviation Regulations applicable to Type Certificate Holders

b. Failing to comply with the Federal Aviation Regulations with respect to providing Continuing Airworthiness Instructions regarding aircraft or helicopters for which it is Type Certificate Holder.

c. Failing to provide updates, amendments and other necessary information in the POH for pilots to deal with emergencies.

d. Failing to provide emergency instructions for dealing with jammed throttles.

e. Failing to provide adequate emergency instructions for dealing with emergency landings with engines at high power.

f. Failing to provide adequate emergency instructions for conducting engine shutdowns and autorotation altitudes when engine shutdown at high power is done with the mixture control.

g. Failing to provide POH and maintenance instructions for carburetor driven engine shutdowns, so as to determine how long it takes for an engine shutdown to disengage from the rotors.

- h. Failing to give adequate maintenance instructions for the main rotor system overrunning clutch.
- i. Failing to provide an accurate dead man's curve diagram for emergency engine shutdown autorotations especially from high power engine shutdowns.
- j. Failing to provide adequate POH instructions for an emergency landing with engine stuck at high power.
- k. Failing to give adequate instructions for carburetor testing to determine time for engine shutdown for using the mixture control when the engine is stuck at high power
- l. Failing to provide adequate parts support for items such as the throttle cable, engine controls or sprag clutch components.
- m. Failing to provide adequate testing instructions for the clutch disengagement time with the engine at high power.
- n. Failing to make the clutch a life limited part.
- o. Failing to give instructions on engine restart if rotor system does not release from the engine when it is at high power.
- p. Failing to offer retrofit of the helicopter with crashworthy components such as rate foam, stroking seats and high G skids.
- q. Failing to make available any crashworthiness improvements.
- r. Failing to issue sufficiently comprehensive instructions for continuing airworthiness for the clutches, rotor system collective and components that interface between the throttle cable and carburetor.
- s. Failing to carefully review Service Difficulty Reports and accident/incident data, and issuing amendments to the POH and Maintenance Manuals.

t. Failing to warn owners, operators and maintainers of the 300CB that attempting to shut down the engine with the mixture control could delay engine shutdown, thus delaying release by the sprag clutch and endangering the successful completion of an autorotation.

u. Failing to provide a procedure whereby immediate engine power could be restored in the event that rotor system disengagement did not timely occur.

v. Failing to provide an airstart procedure.

w. Failing to afford sufficient maintenance, technical and parts support the anticipatable consequence of which was inadequate maintenance.

x. Failing to provide any occupant protection at all in the form of a five point harness, rate foam in the seat cushions, stroking seats, wide skid shock absorbing features or any other device to minimize the impact on occupants in case of a hard landing.

y. Failing to implement any of the recommended changes to improve occupant safety made by the U.S Army, McDonnell Douglas Helicopters and others.

z. Failing to provide any emergency procedures for a loss of throttle cable function, in spite of repeated warnings that such failures were occurring in the field.

Failing to afford protection from the engine entering the passenger compartment and injuring or enhancing the injuries to occupants in the case of a hard landing.

44. As a direct result of the negligence of these Defendants, the throttle cable jammed, the collective failed to bottom, and the clutch failed to timely release the transmission, among other helicopter component failures making an autorotation impossible.

WHEREFORE, Plaintiff demands judgment against these Defendants for compensatory and punitive damages in the amount in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs, attorney's fees and such other relief as the Court deems appropriate.

COUNT II
Plaintiff v. The Sikorsky Defendants
Strict Liability

45. Plaintiff incorporates by reference Paragraphs 1 through 44 as though set forth at length hereinafter.

46. The Sikorsky defendants are in the business of designing, inspecting, testing, distributing, selling, supplying, overhauling, rebuilding, servicing, supporting, maintaining and/or repairing and selling helicopters, and are the type certificate holders and/or production certificate holders responsible for ensuring continuing airworthiness for the accident model helicopter.

47. The Sikorsky defendants designed, developed, manufactured, assembled, inspected, distributed, sold supplies, overhauled, rebuilt, serviced, supported, maintained, modified and/or repaired the accident helicopter and its component parts, detailed herein, which were, defective and unreasonably dangerous.

48. The dangerous defects which caused this accident existed at the time the accident helicopter and component parts were first sold by the Defendant.

49. The helicopter and component parts, detailed herein, were in the same condition as when first sold.

50. The Sikorsky Defendants purchased the product line of the Schweizer helicopters in 2003 and Schweizer dissolved and no longer existed.

51. The Sikorsky Defendants are strictly liability as the successors to Schweizer who are responsible for the product line for the 269 helicopter.

52. As the transferee of the FAA Type Certificate, the Sikorsky Defendants became fully responsible for the continuing airworthiness of the helicopter.

53. The Sikorsky Defendants assumed the obligations of Schweizer when they purchased the product line, and became a mere continuation of Schweizer and undertook the same operations of Schweizer.

54. Continuing airworthiness means that the Sikorsky Defendants must receive Service Difficulty Reports, make returned parts examinations from helicopters it is the Type Certificate holder for collect information from the field about malfunctions, and with that information and the information obtained through exposure to the lore of the product, its reputation in the field and customer discussions make such corrections, additions, modifications and changes necessary to assure the continued airworthiness and safety of the helicopter and its occupants.

55. The Sikorsky Defendants are also obligated to provide parts support, such that failed and failing components could be replaced quickly and efficiently, thus to assure that original equipment parts could be used as necessary to prevent failure of the helicopter and accidents.

56. The Sikorsky Defendants, in spite of their absolute obligation to do so, failed and refused to supply parts in adequate quantities to meet demand for unreliable components, especially throttle cables and attachment hardware a practice for which it has a well-earned bad reputation among its customers.

57. The Sikorsky Defendants were also obligated to make regular and necessary changes to the Flight Manual of the helicopter, called the Pilot Operating Handbook or POH.

58. The POH is relied upon by helicopter pilots to know how to handle emergency circumstances, and is a necessary part of the training of both pilots and their flight instructors.

59. The Sikorsky Defendants, in spite of the absolute obligation to do so, failed to amend, enlarge and amplify the emergency procedures in the POH, and failed and refused to do so even after accidents revealed that the existing procedures were inadequate.

60. As a direct result of the failures of the Sikorsky Defendants to meet their legal obligations under the Federal Aviation Regulations as the owner of the Type Certificate for the helicopter, Herlihy and the pilot of this accident helicopter were clueless why the engine went to high speed and how to handle the emergency.

61. As a direct result of the failure of the Sikorsky Defendants to provide continuing airworthiness instructions, owner Herlihy was clueless that the engine could suddenly go to full power, be unable to be controlled by the pilot, and then fail to promptly shut down with the mixture control and release the rotors.

62. As a direct result of the Sikorsky Defendants failures to assume direct and complete control over the continued safety of the helicopter, critical crashworthiness features were not installed, such as rate foam in the seats, a stroking seat, wide skids with shock absorbers, to name a few.

63. As a direct result of the refusal of the Sikorsky Defendants to assume their statutorily mandated duties, the parts and information necessary to maintain continuing airworthiness and the information necessary to cope with anticipatable failures was not provided to the operator, owner and flight crew, so the helicopter crashed killing all aboard.

64. There was nothing that Sikorsky Defendants were required to do that was in any manner not justified or necessary due to the risks that failure to do so imposed on the occupants.

65. There were no obvious defects and risks that were visible, open and notorious that would have warned the occupants of the helicopter that disaster was about to strike.

WHEREFORE, Plaintiff demands judgment against these Defendants for compensatory and punitive damages in the amount in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs, attorney's fees and such other relief as the Court deems appropriate.

COUNT III
Plaintiff v. The Sikorsky Defendants
Breach of Warranty

66. Plaintiff incorporates by reference Paragraphs 1 through 65 as though set forth at length hereinafter.

67. As a result of the purchase of the assets and product line of Schweitzer and the assumption of ownership of the Type Certificate, the Sikorsky Defendants became obligated to warrant to the owners, operators and to the world that the Model 300CB, would under its stewardship continue to remain airworthy, that parts to support continued airworthiness would continue to be manufactured in sufficient quantities to support the fleet, and that there would be a robust product support organization to provide technical and flight support to those who own, operate, maintain and fly this model.

68. Almost from the outset, the Sikorsky Defendants breached this obligation by failing to integrate the Model 269/300CB into its organization, instead opting to farm out the manufacture, engineering support, technical support and service support obligations to Keystone Helicopter Corporation, a wholly owned subsidiary, which then operated as Sikorsky Global Helicopters.

69. As was the Sikorsky Defendants' practice, and long criticized by its customers, they outsourced parts supplies for the Model 269/300CB, such that there was no cohesive, dependable and consistent parts supplier for anything related to this Model, which put into place the ingredients for disaster.

70. As a direct result of the Sikorsky Defendants' abstention from their support obligations, critical part, such as throttle cables, engine controls and flight control components

frequently failed parts, had to be purchased from non-OEM suppliers, used parts suppliers and others in an effort to keep this Model 300CB airborne.

71. The Sikorsky Defendants made little or no effort to assist their customers to obtain parts, and even less effort to assist the technical airworthiness support so vital to ensuring an accident-free working environment.

72. That abstention resulted in maintainers of the accident model helicopters to have to scrounge replacement parts and wonder how to continue operation of the Model 269 in their fleets.

73. As a direct result of this breach of the warranty of continued airworthiness support, improvements to trouble and failure prone parts was lacking and upgrades to provide crashworthiness enhancements were absent as a result of which the Plaintiff's decedent was killed.

WHEREFORE, Plaintiff demands judgment against these Defendants for compensatory and punitive damages in the amount in excess of Fifty Thousand Dollars (\$50,000.00), plus interest, costs, attorney's fees and such other relief as the Court deems appropriate.

JURY DEMAND

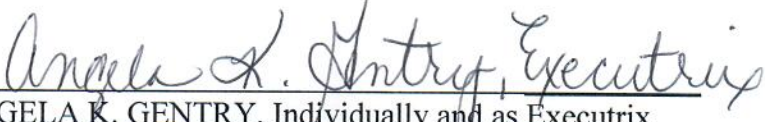
Plaintiffs demand trial by jury of twelve (12) on all of the above counts.

THE WOLK LAW FIRM

/s/Arthur Alan Wolk
Arthur Alan Wolk, Esquire
Michael S. Miska, Esquire
Attorneys for Plaintiffs

VERIFICATION

The averments or denials of facts contained in the foregoing Plaintiff's Complaint are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, the undersigned have been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signers have knowledge or information sufficient to form a belief that one of them is true. This verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



ANGELA K. GENTRY, Individually and as Executrix
Of the Estate of TROY LEE GENTRY

Date: 2/13/2018